

PERSONAL CARE

PROPOSAL INSTRUCTIONS AND SPECIFICATIONS FOR SUBMISSION

I. General Information for the Potential Provider

Purpose

This Request for Proposal (RFP) is being issued by Adams County Office for Aging, Inc. (hereinafter referred to as the Agency) and offers potential Providers (hereinafter referred to as Provider) information to enable them to prepare and submit a proposal for consideration by the Agency to satisfy the need for Personal Care Services.

The Agency will enter into a three (3) year contract for Personal Care Services. The period of the contract will be from July 1, 2023, to June 30, 2026. During this period, it is expected that the Provider will provide service in accordance with the procedures described in this RFP.

At the sole discretion of the Agency, pending satisfactory performance of the Provider and cost factors, the contract may be renewed for up to two additional years for a total maximum contract period of five (5) years.

At no time during the term of the contract can the Provider charge Adams County Office for Aging, Inc. more than its usual and customary rate for the service.

Availability of Funds

The RFP is issued on the basis of anticipated funding. However, no guarantees exist that these funds will be received. Providers submitting proposals do so at their own expense and risk.

Type of Contract/Number of Service Hours Available

Any contract entered into as a result of this RFP, will be a unit cost contract. Payment will be based solely on the units rendered. A unit is defined as one hour of service rendered on behalf of Adams County Office for Aging, Inc. referred consumer. Any units of service contained in this RFP are planning figures only; pending the availability of funds, they may not be eligible.

Negotiations may be undertaken with those Providers whose proposals demonstrate that they are qualified, responsible, and capable of providing the service as described in this RFP.

Prior Costs

The Agency is not liable for any costs and/or expenses incurred by the Provider.

Adams County Office for Aging, Inc.’s Reserved Rights

The Agency reserves the right to:

1. Reject any or all proposals for a service.
2. Re-solicit for proposals.
3. Negotiate separately with competing Providers.
4. Award all or part of a service contract to a particular Provider.
5. Award a contract based on proposals as originally submitted.
6. Determine whether differences in proposals are significant to the proposal, or merely technical in nature.
7. Investigate any representations made in the Provider’s proposal.
8. Disallow any proposals when collusion between Providers, or between a Provider and Agency staff and/or services representatives, has occurred.
9. Amend the RFP as needed, with written notice given to all Providers.
10. Determine if the Provider meets all qualifications to be classified as a responsible bidder. Proposals that do not meet the established requirements will be classified as non-responsive and will be rejected.
11. Conduct on-site visits of the Provider’s facilities as part of the process to determine whether the bidder is responsible.

RFP Process Schedule

Provider Notification:	No later than February 17, 2023
Public Notice:	No later than February 20, 2023
Vendor Conference:	March 6, 2023
Questions and Answer Period Ends:	March 20, 2023
Proposal Due Date:	March 31, 2023
Review of Proposals:	April 3, 2023 – May 4, 2023
Procurement Results Letter:	May 19, 2023
Contract Award and Execution:	May 22, 2023 – June 19, 2023
Service Start Date:	July 1, 2023

Proposals

To be considered, the proposal must arrive at the Agency on or before 3:00 p.m. EST, March 31, 2023. The proposal and required attachments shall be post mailed to:

R. Patrick Fitzgerald, Executive Director	(717) 334-9296
Adams County Office for Aging, Inc.	
318 W. Middle St.	pfitzgerald@acofa.org
Gettysburg, PA 17325	

The Proposal shall be post mailed and will include (3) velo bound sealed originals, including a cover page titled "Personal Care Services Proposal", include (3) original Proposed Cost Statement and Cost Analysis; and include (3) complete Provider Questionnaire.

The proposal is to be prepared simply and economically, providing a straightforward, concise description of the Provider's ability to meet the requirements of the RFP. The proposal's pages must be numbered sequentially, including all attachments, worksheets, etc., and bound accordingly.

The proposal must remain firm through June 30, 2023. Once submitted, all proposals become the property of Adams County Office for Aging, Inc. The contents of the selected Provider's Proposal, as well as this RFP document, will become part of the contract.

Vendor Conference

A vendor conference will be held for interested parties at 1:00 p.m. on March 6, 2023, at Adams County Office for Aging Inc., 318 w. Middle St. Gettysburg, PA in the conference room. The purpose of the conference will be to clarify any issues and answer questions relating to the RFP.

Answers to questions will not be official until provided in writing by the Agency and distributed to all Providers.

It is understood that attendance at the proposal conference is not mandatory, but is encouraged, and is at the expense of the Provider. Providers that fail to attend the vendor conference and subsequently ask questions that were addressed at the conference may not have questions answered unless previous arrangements have been made.

Insurance Requirements

Providers are required to carry the following insurance:

- Employee Dishonesty Coverage
- Comprehensive General and Professional Liability Coverage - \$1,000,000/\$3,000,000 or equivalent.
- Comprehensive Liability Insurance for owned and non-owned automobiles.
- Workers' Compensation Insurance or proof of qualification as self-insured.

The above-named policies must protect, defend, indemnify and hold Adams County Office for Aging, Inc. harmless, from and against, any and all liability, damages, claims, suits, costs and expenses, fees, liens and judgments of whatever nature, including, but not limited to, claims for contribution and/or indemnification, for injuries to or death of any person or persons caused by or arising out of any activity undertaken pursuant to or in connection with the contract.

At the time of the Proposals' submission, the Provider must affirm that all insurance coverage cited above will be secured upon the effective date of the contract year. Proof of coverage is required. The insurance must remain in force for the duration of the contract. If applicable, the selected Provider(s) will require its subcontractors to comply with all insurance requirements of this contract.

Reporting and Monitoring Requirements

The Provider will comply with Agency reporting and monitoring requirements, including, but not limited to:

1. The preparation of Record of Service Delivery Reports and their submission by the 10th working day of the month following the service period and the reports must conform to Agency specifications. Care must be given to the accurate preparation of the Record of Service Delivery Reports.
2. Programmatic and financial monitoring of the Provider by the Agency at a minimum of two times during the contract year. Both the Agency and the Pennsylvania Department of Aging have authority for the monitoring and evaluation of services provided under this RFP. Further, the Provider agrees to furnish all information in the manner requested by the Agency and/or the Pennsylvania Department of Aging to carry out this function.

Compliance with Laws and Regulations

The Provider will comply with all applicable Federal, State, and Local laws and regulations regarding the delivery of service.

The Provider must adhere to the Agency's General Terms and Conditions, attached as Exhibit A. The Exhibit will also be included as part of the selected Provider's Agreement.

Compliance with RFP

In submitting a proposal, the Provider accepts and agrees to all terms, provisions and systems as contained in this RFP. The Provider will be responsible for all services described in its proposal, whether or not it provides them directly. The Provider may not enter into subcontracts for services or functions offered in its proposal without prior written permission of the Agency.

It is also the Provider's responsibility to be aware of the Agency's service delivery system, which includes, but is not limited to, programs, facilities, equipment, invoicing and payments etc. Lack of knowledge on the Provider's part is not grounds for renegotiation.

Upon entering into the contract, should the Provider not meet the terms, provisions and systems as contained in this RFP, there may be a delay in payments to the Provider or the contract may be terminated.

The Agency will not accept any proposals which request waivers or special conditions that

deviated from the contents of this RFP.

Proposal Review Process

A review team consisting of representatives of the Agency will evaluate all proposals received to determine their responsiveness to this Request for Proposal.

The review process will last approximately four (4) weeks. Negotiations and discussions may be held with those Providers whose proposals are determined to meet the qualifications as outlined in this RFP.

Awards of Contracts

The Contract will be awarded to the Providers who have met all qualifications established by the Agency to be a responsible bidder and are willing to accept the market price set based on the Proposal Cost Statements and according to the Pennsylvania Department of Aging policies and procedures. Contract decisions will be made during a meeting of the Agency's Board of Directors. Each Provider will be notified in writing of Agency's final decision.

Debriefing

A Provider can request a debriefing as to the decisions made. Debriefings will be conducted by Agency representatives and the Provider's representatives. Debriefing topics will encompass those issues involved with that Provider's proposal only. The Agency will not provide a detailed comparison between successful and unsuccessful proposals. A request for a debriefing must be made within five (5) calendar days of written receipt of the award decision.

Appeals

Contract award decisions will be communicated in writing to all Providers. Appeals concerning contract award decisions may be submitted to R. Patrick Fitzgerald, Executive Director, Adams County Office for Aging Inc., 318 W. Middle St. Gettysburg, 17325 within ten (10) days of receipt of this written notification of the contract award.

II. Service Specifications

A. Purpose and Scope

The purpose of Personal Care Service is to provide "hands on" care related to a personal hygiene or functional activity of daily living that an individual could not meet independently. Personal Care may only be provided in accordance with a care plan developed by Adams County Office for Aging, Inc.

Personal Care services include such services as assistance with activities of daily living and instrumental activities of daily living, such as feeding, skin and mouth care, assistance with

ambulating, bathing, hair care and grooming, shaving, dressing, transfer activities, toileting, meal preparation. Assistance with self-administered medications (i.e., opening medication containers, providing verbal reminders), must be provided through a contract with an agency who meets all requirements under the purview of the Department of Health.

Personal Care is to be provided by trained and supervised staff.

B. Minimum Standards and Qualifications

1. The Provider agrees to abide with all applicable Federal, including relevant regulations under the Older Americans Act, State and Local laws and regulations and the General Terms and Conditions, Exhibit A, of this RFP. Further, the Provider does not request waivers or special conditions that deviate from those contained in the RFP.
2. The Provider must be licensed and in good standing with the Department of Health.
3. Services must be available to the consumers throughout the entire contract year. Providers must be available to provide personal care services in one (1) hour increments.
4. The Personal Care Provider guarantees that the referral of service will be accepted by the Provider in a timely manner, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. and have a method in place to receive service referrals 24 hours a day, 7 days a week.
5. The Provider's Questionnaire, Attachment A, is complete.
6. The Provider understands that it will be disqualified if it exercises a mandatory retirement policy.
7. The Provider understands that it may be disqualified if it:
 - a. Has been barred from any government contracts.
 - b. Has adverse findings from the Equal Employment Opportunity Commission, State Human Resources Commission, or other related organizations or entities.
 - c. Has any outstanding unsatisfied judgments or liens filed, or any pending lawsuits against it.
 - d. Does not have a verifiable record of positive past performance from other purchaser organizations in the provision of services as outlined in this RFP.
8. The Provider understands that, if it has defaulted on a contract or failed to complete any services similar to those under this RFP, without good cause, the Provider may be disqualified.

9. The Provider understands that, if it has terminated a contract for services similar to those under this RFP, without good cause, the Provider may be disqualified.
10. The Provider understands that, if it is a current or previous Provider of the Agency, its current or past performance has to be deemed satisfactory in nature by the Agency.
11. The Provider's work plan is comprehensive in response to every issue as addressed in this RFP, or the Provider will be disqualified.
12. The Provider demonstrates that the provision of Personal Care Services will be in accordance with the applicable Pennsylvania Department of Aging's Aging Program Rules and Regulations. The directives can be found on the Pennsylvania Department of Aging's website under the Service Providers heading. Select the Program Directive links.
13. The Provider has demonstrated that an adequate number of qualified, experienced, and trained management, supervisory and hands-on staff will be in place on the first day of operation under this RFP.
14. The Provider will demonstrate its experience and capacity to deliver Personal Care Services in Adams County as addressed in the RFP and has the capacity to develop and administer a program designated to provide Personal Care Services to older persons with the greatest social and economic need. Consumers served under this RFP shall not be subject to a means test or be required to pay mandatory fees.
15. Criminal record checks as addressed under Act 169 of 1996 will be required for all proposed new hires. The cost of processing the criminal record checks is incurred by the Provider. It is the Provider's responsibility to determine if the worker is considered to be a safe hire based upon the results of the criminal record check and in adherence to Act 169 of 1996.
16. Providers are responsible for ensuring that all staff have received the appropriate training. Providers are required to maintain training records.
17. All staff performing Personal Care must also be certified in cardiopulmonary resuscitation (CPR) and receive First Aid training certification. Record of certifications must be maintained by the provider. Certifications must be completed within the first four months of employment and must be kept current through the term of the Agreement.
18. The Provider will assure that both the Provider and its staff are properly bonded and insured as required in Section I of this RFP and will agree to fully cooperate with the General Service Procedures as outlined in Section II, C of this RFP, and the Personal Care Service Provisions as outlined in Section II, D of this RFP.
19. Providers will ensure that all staff involved in direct consumer services can complete the work required and are free from any communicable diseases.

Medically acceptable tests will be required every 2 years to detect tuberculosis. Such documentation will be appropriately maintained by the Provider. Providers shall, within one month of the employee's start date, have this documentation on file.

20. Providers shall provide Hepatitis B immunizations to all direct care staff upon their request.
21. All persons providing Personal Care must be supervised by the Provider's administratively responsible designee, which assures regular contact, and must have sufficient authority to intervene as needed.
22. Supervisory visits must be made to the consumer's home to monitor staff performance. It is required that Providers conduct supervisory visits prior to initiating services, and at a minimum of 90-day intervals. The direct care staff are not required to be present during the supervisory visit.
23. Providers agree to submit the Agency reports of supervisory visits upon request.
24. Personal Care Providers must maintain a pattern of consistency when assigning its workers to a consumer.
25. The Personal Care Provider agrees that staff are not to be scheduled with consumers who are either their relatives or someone with whom they reside.
26. Providers will ensure that staff are properly and safely attired to complete work assignments. Providers will also provide identification cards/tags and jackets or smocks.
27. The Provider agrees that staff are prohibited from smoking or using other tobacco products while in the home of the consumer.
28. Providers agree that staff are not to accept personal items and/or financial remuneration from consumers served under this RFP. Further, selected Providers agree that any and all income, donations, or gifts received by Providers as a result of services provided under this RFP, shall revert to and be paid to the Agency on a monthly basis.
29. Providers will provide the Agency with an emergency telephone number that may be utilized for emergencies that occur after regular office hours and on weekends and holidays.
30. It is the responsibility of the Provider to immediately report all potential Protective Services situations. Each employee of the Provider shall be made aware of the reporting requirement. The Agency will provide Protective Services' training to Providers as requested.

31. Due to the use of multiple vendors and consumer choice, the Providers agree to share all relevant information, should consumers transfer to another provider.
33. Providers must establish a consumer complaint and resolution process, which includes written notification to the Agency of all complaints and resolutions within two (2) working days. This process must also provide for immediate verbal notification to the Agency, based on the severity of the complaint.
34. Providers agree to conduct routine satisfaction surveys of consumers served under this RFP.
35. The Provider agrees to the minimum reporting and monitoring requirements as addressed in Section I of this RFP.
36. Providers will cooperate fully with Agency staff and other Providers and staff and will attend all meetings as determined necessary by the Agency.
37. Providers understand that the Agency will have the responsibility for providing its consumers with an opportunity to voluntarily contribute toward the cost of service.
38. Providers agree that any and all forms of publicity pertaining to Personal Care services funded under this RFP shall contain the following statement: "This service is funded in part by Adams County Office for Aging, Inc. as part of its plan for services to older persons in Adams County." Further, Providers agree that the Agency reserves the right to review such publicity prior to its public release.

C. General Service Procedures

Services provided under contract are targeted toward the frail elderly, as defined by their level of care, functional ability, medications, hospitalizations, formal and informal supports, and financial resources.

These levels are determined through the Agency's Care Management function. This function provides consumers with access to the entire service system and ensures the coordinated timely provision of single or multiple services. It also determines, in conjunction with the consumer, the effectiveness of the services being provided relative to consumer goals.

The Agency provides centralized intake and assessment for requests services outlined in this RFP. Requests for these services will be accepted from provider organizations, other social service organizations, or private individuals.

The Agency will conduct an in-home needs assessment to determine consumer eligibility, assessed needs and the availability of funds, and will be at the sole discretion of the Agency.

1. The Agency will be responsible for the following:

- a. Assessing consumer needs.
 - b. Developing a care plan in conjunction with the consumer and/or significant others and determining the consumer's fee for service based on the consumer's household income and the appropriate sliding fee scale.
 - c. Authorizing the services, the Provider will perform.
 - d. Specifying the type, frequency, length, and number of units to be provided.
 - e. Forwarding the service authorization within ten (10) working days after the consumer is approved for the service. However, if the consumer's circumstances are such that immediate service is required, the Agency will verbally authorize the Provider to begin service and will forward a written service authorization to the Provider within ten (10) working days.
 - f. Reassessing consumer needs per funding source requirements or as circumstances warrant.
 - g. Evaluating, with the consumer and/or their significant others, whether the services provided are effective in meeting the consumer's goals.
 - h. Determining when it is appropriate to terminate services.
 - i. Notifying the Provider when termination or other modification of services has been authorized.
 - j. Notifying the Provider verbally if services are on hold with verbal follow-up to restart services, or written authorization to change or terminate services.
 - k. Promptly advising the Provider of changes in consumer circumstances which necessitate adjustments in service delivery.
2. The Provider will be responsible for the following:
- a. Assigning, placing, and supervising the employees responsible for the delivery of services. All employees assigned shall be hired in accordance with applicable standards as defined in Act 169-96 and amended by Act 13 of 1997.
 - b. Initiating service within five (5) working days of receipt of service authorization. However, the Provider shall provide the services necessary to meet the immediate needs of consumers in emergency situations, upon receipt of verbal authorization.
 - c. Confirming, in writing, the date service is initiated, using forms provided for this purpose.
 - d. Providing prompt notification of any significant changes in the consumer's condition or circumstances.
 - e. Providing immediate notification to the Agency when a scheduled consumer visit is not done. This includes notification whether the visit is not completed as result of the Provider or Consumer.
 - f. Providing notification, no later than the following working day when circumstances may necessitate termination of service.
 - g. Maintain necessary documentation of the provision of services to consumers.
3. The final decision-making authority to initiate, continue, terminate, reduce or expand services funded under the contract will rest with the Agency. The Agency will only pay for authorized and completed services. The Agency will also assume general responsibility for securing the services of other agencies when multiple-agency intervention is warranted for its consumers.

4. Providers will ensure that services will be provided to the consumer in a manner respectful and will take every precaution to maintain consumer confidentiality and the security of consumer records. Providers will not release any records relating to the consumer and the authorized service, or to any person or agency without first obtaining the written consent of the consumer and Adams County Office for Aging, Inc. The Provider further agrees that the consumer's Protected Health Information (PHI) is strictly confidential and must be afforded special treatment and protection, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Regulations at 45 CFR Part. 160-164. Breach of confidentiality may result in the termination of the contract.
5. A consumer hour represents the time the worker spends directly with, in the home, or providing direct service on behalf of, a consumer. Time spent in travel to and from a consumer's home, recordkeeping activities, staff meetings and case discussions are not to be included in the consumer hours reported. However, the cost of these activities should be included in the Provider's unit cost.
6. Providers will provide the Agency with a listing of all active consumers prior to the termination of this agreement as specified by the Agency. Payment for the last month's receipts will be held until such a listing is received.

D. Personal Care Service Provisions

1. Personal Care services will be authorized for consumers whose primary need is for hands-on care. Activities that can be provided in the provision of this service include assistance with activities of daily living and instrumental activities of daily living, such as feeding, skin and mouth care, assistance with ambulation, bathing, hair care and grooming, shaving, dressing, transfer activities, toileting and meal preparation. Assistance with self-administration of medications (i.e., opening medication containers, providing verbal reminders).
2. Personal Care service may also include provision of supplemental housekeeping service, as long as the primary service rendered is for personal care. These activities may include:
 - Washing dishes and clean-up after meal preparation;
 - Making beds and linen changes for the consumer;
 - Listing needed supplies and shopping for the consumer;
 - Washing the consumer's personal laundry;
 - Light housekeeping essential to maintaining a healthful living environment for the consumer;
 - Preparing and serving meals;
 - Assistance with home and simple money management.

3. In addition to being made available during normal weekday working hours, services shall be made available, as appropriate, to meet individual needs on weekends, holidays, before or after normal working hours, and in emergency after-hours situations.
4. The scheduling of Personal Care services shall, to the extent feasible, respond to the needs of the individual for personal care at specific times.

III. Information Required From Potential Providers

1. Completion of Questionnaire with attachments (Attachment A)
2. Proposal Cost Statement with accompanying cost analysis (Attachment B) to be submitted in a separate envelope from the Work Plan and Questionnaire, Label the outside of the envelope as "Proposal Cost Sheet and Analysis."
3. A complete work plan describing the Provider's strategies and activities to accomplish all specific responsibilities and guidelines as addressed in this RFP. The plan must include all relevant forms, documents and procedures utilized by the Provider.

The work plan must address the Provider's:

- a. Meeting of each of the established Minimum Standards and Qualifications. (Section II, B)
- b. Understanding of and adherence to the established General Service Procedures. (Section II, C)
- c. Understanding of and adherence to service provisions of Personal Care Services. (Section II, D)

When preparing the work plan, the Provider must also include an organizational chart in relation to the service, including qualifications, experience and job descriptions of all personnel, and must also provide the specific procedures of employee recruitment and screening and the supervision and training of the employees. The Provider must also include a complete copy of its personnel policies.

If the Provider is not currently providing Personal Care/Personal Assistance services under contract with the Agency, explain in detail how the Provider will ensure a smooth transition if awarded the contract. This description must include particular attention to avoiding service disruption, consumer inconvenience and, further, that on the first day of the contract year, adequately trained and supervised personnel will be providing the service.