

**REQUEST FOR PROPOSALS
FOR THE
DELIVERY OF SERVICES
TO OLDER PENNSYLVANIANS**

**FOR THE CONTRACT PERIOD
JULY 1, 2019 THROUGH JUNE 30, 2022**

**Area Agency on Aging for the Counties of
Bradford, Sullivan, Susquehanna and Tioga, Inc.**

PSA 36

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I. GENERAL INFORMATION

A. Introduction

It is the mandate of the Area Agency on Aging for the Counties of Bradford, Sullivan, Susquehanna, and Tioga to plan and coordinate the utilization of federal, state, and local resources for the provision of services to elderly residents of Planning and Service Area (PSA) 36.

In accordance with this mandate, the Area Agency on Aging is requesting proposals for the delivery of specific services for the contract period July 1, 2019 through June 30, 2022. The Area Agency on Aging may at its sole discretion renew the contract for two (2) additional single-year periods contingent upon successful negotiations with the provider agency for each additional single-year period.

Any updates to these service definitions by the PA Department of Aging may require modifications to proposals.

B. Program Goal

It is the intent that services provided to older residents should enhance independent living within the community, thereby reducing the need for unnecessary institutionalization.

More definitive service goals and objectives are included in the Appendices under each service component.

C. Service Population

According to the 2010 Census, there are 38,726 persons aged sixty or older residing in PSA 36. Of that total, Bradford County has 15,351 of PSA elderly; Sullivan County has 2,098; Susquehanna County has 10,958; and Tioga County has 10,319.

D. Other

Proposals will be accepted on a single-service component, on several, or on all of the following service areas. Certain services must be grouped as indicated. For example, proposals on Personal Care only will not be accepted. A proposal for Personal Care service must also include Home Support. Any single service may be bid on its own or in conjunction with grouped services. If the latter option is exercised, the single-service bid must be able to stand alone in the event the grouped-service bid is not awarded. The bidder may propose separate costs for a single service one cost when combined with group - [or other single services], and one cost for the single service alone.

General Information

1. Traditional Cost Centers

- *Personal Care
- *Home Support
- Legal Assistance
- Personal Emergency Response Systems

**Denote Group Services*

2 . Multi-Vendor Services

The B/S/S/T Area Agency on Aging, Inc. is required to ensure that at a minimum, consumers are afforded the opportunity to select among qualified vendors for a certain subset of services. Thus, the B/S/S/T Area Agency on Aging, Inc. is soliciting multi vendors for the following professional consumer services:

Personal Care
Home Support
Personal Emergency Response Systems (PERS)

The AAA must contract with a minimum of two (2) providers that meet the AAA-established ceiling rates for each multi-vendor service. In addition, the AAA must contract with all responsible vendors that are willing to provide services at a rate that is less than or equal to the established AAA ceiling rate.

For multi-vendor services, the B/S/S/T AAA will maintain a listing of contracting agencies from whom the consumer can select their provider of choice, as follows:

For multi-vendor service contracts, the qualified provider with the lowest unit cost will be listed first followed by all other qualified providers in ascending price order. In situations where two (2) or more providers have the same rate, the AAA must rotate the order of the providers on the listing provided to the consumers on at least a quarterly basis. Consumers or their primary caregiver may choose any listed provider; however, if the consumer does not express a preference, the AAA shall make the referral to the provider with the lowest cost. If for any reason the vendor with the lowest cost cannot provide the consumer-needed service, the AAA must then contact the provider ranked next on the list until the consumer is served.

Please note that if at any time in the procurement cycle, a new vendor that meets the established qualifications for multi-vendor service categories, may be added to the provider list that was established as a result of the AAAs competitive procurement process. The new vendor will be placed at the bottom of the list, regardless of price, for a maximum time period of six (6) months or until a new competitive procurement process is completed (whichever happens first). At the end of the period, the provider will be ranked on the list according to price. New provider/vendor rates cannot exceed the lowest contracted provider rate for the specific service.

The B/S/S/T Area Agency on Aging, Inc. reserves the right to reject any or all proposals. The award of contracts will be dependent upon local priorities and available funding.

The B/S/S/T Area Agency on Aging, Inc. reserves the right to: (1) have multiple service providers in the same geographic area; (2) utilize resources from the private market when provider agency is unable to meet service demands; and (3) implement client-directed service models, when appropriate.

E. Contract Period

Contracts will be awarded for the provision of service beginning July 1, 2019 through June 30, 2022. Personal Care, Home Support and PERS must be available seven (7) days per week/24 hours/day. All other services will be available for at least 250 days of the contract year.

F. Contract Conditions

1. All contracts will be subject to the General Terms and Conditions as specified in the Area Agency on Aging's prime contract with the Commonwealth of Pennsylvania's Department of Aging. A copy of previous terms and conditions is in the appendices.
2. All contractors must agree to comply with all applicable federal and state laws and regulations regarding The Health Insurance Portability and Accountability Act (HIPAA), Affirmative Action/Civil Rights compliance including the provisions of Title VI of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act of 1955, and Title XVI Pennsylvania Code Chapter 49.
3. Client service contracts are procured through a competitive negotiation process.
4. Contracts must be administered in accordance with all applicable federal and state regulations and in compliance with policies and procedures as required by the Area Agency on Aging.
5. Costs incurred in proposal preparation are not reimbursable. Upon contract award, expenses will be reimbursed on unit cost basis, as determined prior to contract execution, unless specified otherwise by the Area Agency on Aging.
6. All contributions generated through the performance of a subcontract will become the property of the Area Agency on Aging. Utilization of these monies will be in accordance with the policies and procedures determined by the Area Agency on Aging. Fixed assets purchased through this contract will be the property of the Area Agency on Aging.
7. The Area Agency on Aging reserves the right to reject any or all proposals. Upon selection of a subcontractor, the Area Agency on Aging retains negotiating authority.
8. The Area Agency on Aging reserves the right to disqualify any bidder whose proposal is not fully responsive to the service specifications and submission timetables contained in this Request For Proposals. The Area Agency on Aging also reserves the right to waive technical defects in any proposal at its own sole discretion.
9. The selected agencies will be required to assume responsibility for and to begin to provide all services offered in its proposal, whether or not it provides them directly, no later than July 1, 2019. Further, the selected agencies may not enter into subcontracts for services or functions offered under this proposal without the expressed written permission of the Area Agency on Aging.
10. The AAA cannot subcontract with any entity that is under suspicion or debarment by the Commonwealth or any governmental entity, instrumentality or authority and must abide by all related requirements as outlined in the Cooperative Grant Agreement (Appendix C).
11. If the vendor is a MA provider and they are proposing providing the same service in OPTIONS, the vendor must adhere to the MA usual and customary rate. If the usual and

customary MA rate is not utilized the provider may be violating their MA agreement.

12. Contractors must comply with all required local, state and federal labor laws.
13. Contractors interested in providing Personal Care and Home Support Services must be licensed as a Home Care Agency consistent with 28 PA Code Chapter 611 of the Home Care Agencies and Home Care Registries. A copy of the Home Care Agency license must be included in the bidder's packet.
14. During the Term of the Contract, the Contractor agrees as follows:
 - a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, sexual orientation, gender identity, race, creed, or color discriminate against any citizen of this board who is qualified and available to perform the work to which the employment relates.
 - b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, sexual orientation, gender identity, race, creed, or color.
 - c) The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
 - d) The Contractor shall not discriminate by reason of gender, sexual orientation, gender identity, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
 - e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer.
 - f) The contractor shall include the provisions of this nondiscrimination/sexual harassment clause in every subcontract so that such provisions will be binding upon each subcontractor.
 - g) The board may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
 - h) Contractor agrees not to deny employment to persons due to their age or have a policy of mandatory retirement applicable to positions paid under subcontract with the Area Agency on Aging.
 - i) Contractor agrees to provide a copy of most recent financial audit at the request of the AAA. All financial information will be kept in strictest confidence.

G. Proposal Submission

Agencies, organizations, or individuals presenting proposals will do so in accordance with the following schedule:

Friday, January 11, 2019

Pre-Proposal Conference

10:00 a.m.

Area Agency on Aging Office
220 Main St., Unit 2, Towanda, PA 18848

The purpose of the pre-proposal conference will be to clarify any points in this RFP which may not have been clearly understood. All questions from applicant agencies must be forwarded in writing to Bridget Worthington (bworthington@bsstaaa.org) no later than Tuesday, January 8, 2019, at 5:00 p.m. The pre-proposal conference is for information only. Answers to questions will not be official until verified in writing by the B/S/S/T AAA. Answers to questions asked that change or substantially clarify the RFP will be confirmed in writing; copies will be provided to all recipients of this RFP.

January 14, 2019 - January 23, 2019

AAA Staff Available For Consultation
(By Appointment Only)

February 8, 2019 by 5:00pm

Proposal Submission Due Date

February 26th to February 28, 2019

Presentation to Proposal Review Team

March 20, 2019

Proposed Contract Awards at Board of Directors Meeting

AAA staff are available for post-award conferences upon request.

Proposal Response

To be considered, proposals must arrive at the B/S/S/T Area Agency on Aging, Inc. Office on or before **February 8, 2019, 5:00 p.m.** The office address is 220 Main Street, Unit 2, Towanda, PA 18848. Direct the proposal to the attention of Bridget Worthington, Contract Compliance Officer. Eight (8) copies of the proposals must be submitted. Proposals must be signed and sealed by an officer authorized to bind the applicant to its provisions. The price must remain firm for at least 180 days following submission of the proposal.

The programmatic portion of the proposal must be typed and double-spaced and submitted separate from the budget portion of the proposal. The eight (8) copies of the

budget portion of the proposal must be submitted in a sealed envelope specifically marked with the agency name and indicating that it is the Budget Section of the FY 2019/22 Proposal.

The sealed budget proposals will be opened publicly at the B/S/S/T AAA Office, 220 Main Street, Unit 2, Towanda, PA 18848, at 9:00 a.m., February 11, 2019.

II. INFORMATION REQUIRED IN PROPOSALS

A. Information Required From Applicants

(Proposals Must Be Submitted in the Format Outlined Below)

(All pages must be numbered and a table of contents included.)

NOTE: All applicants are to submit the following information for RFP:

1. Identification of the Bidding Agency

List the name, address, and telephone number of the bidding agency and the name and title of the agency administrator. Using all applicable terms from the following list, identify the agency as public, private, non-profit, voluntary, proprietary, or minority agency. Provide the agency's IRS identification number. Submit with each proposal complete information as to the identity of each person with ownership or controlling interest in the entity, or any subcontractor in which the entity directly or indirectly has a five percent (5%) or more ownership interest. This applies to entities which had a total of \$25,000 in business transactions during the previous twelve (12) months. The agency must disclose whether or not it has a mandatory retirement policy. Agencies with such a policy would be ineligible to make a contract with the issuing agency.

2. Applicable State/Federal Regulations

Applicants must demonstrate familiarity with applicable federal/state laws/regulations such as the Federal Older Americans Act, as amended, and Pennsylvania Act 70.

3. Statement of Understanding

State in concise terms your understanding of the work to be performed under this contract. Clearly state your understanding of:

- a. The advisory role of the bidder agency in relation to procedures for obtaining feedback from service participants.
- b. The purchasing agency's procedures regarding voluntary contributions from clients and the fact that all clients must be given the opportunity to contribute toward the costs of services received, and that all contributions received through this contract must be turned over to the B/S/S/T AAA.

4. Background Statement and Prior Experience

In narrative form, describe the general history and orientation of your agency to providing the proposed services. This section should include, but not be limited to:

- a. A description of the agency's primary mission – indicate when and why it was organized and major changes in focus which have occurred. Provide details

of the legal authority to operate, such as when and where incorporated or submit a copy of the certification of incorporation.

- b. If a part of a franchise or an extension of a multi-purpose organization, a description of the parent organization and its involvement pertinent to the development and ongoing operation of the agency.
- c. If a multi-service agency, a listing of the other services provided in addition to the proposed service and a description of how the other services relate to the provision of the proposed service.
- d. A listing by name and location of organizations which have previously contracted with the applicant agency for the provision of the proposed service. These organizations may be contacted for comment.
- e. A description of the agency's funding history including budget statements for each of the two (2) preceding fiscal years indicating income by funding source (e.g., AAA, HSDF, United Way, Medical Assistance, Medicare, private pay, DCA, PennDOT, etc.) and approximate expenditures for service to elderly and to non-elderly clients. (If a multi-service agency, the funding history description should focus on the proposed program. Simply list or briefly describe funding sources for other services.)

5. Agency Organization and Administration

- a. Governing Board and/or Advisory Council Description. Indicate:
 - (1) The responsibilities of the Board or Council.
 - (2) How the Board or Council members are selected.
 - (3) The percentage of older and minority members.
- b. State by name and position where ultimate responsibility and accountability for this contract will be lodged.
- c. Submit an organizational chart which:
 - (1) Clearly indicates lines of authority among all existing and proposed staff positions. Identify those positions which are proposed.
 - (2) Identifies the positions as full-time, part-time, (indicate the number of hours worked per week), or on-call.
 - (3) Identifies the staff person(s) responsible for supervision.
- d. Submit job descriptions and qualifications for each position depicted on the organizational chart.
 - (1) Submit curriculum vitae of key personnel, such as the executive, the professional staff, and supervisors.
 - (2) If current staff do not meet the bidding agencies' stated qualification requirements, explain why.
- e. Submit a copy of the agency's personnel policies for all staff including:
 - (1) wage scale and increment policy;

- (2) vacations;
- (3) annual and sick leave;
- (4) fringe benefits;
- (5) transportation reimbursement plan, if any, for all staff;
- (6) retirement program; and
- (7) overtime compensation.

f. Fiscal Management

- 1) Describe the method and/or procedures and identify specific staff responsible for:
 - a) budget preparation;
 - b) financial record keeping;
 - c) cost accounting;
 - d) financial statements and reports; and
 - e) billings.
- (2) Describe management controls which will be utilized to ensure that contract expenditures will be made on a reasonably even basis throughout the contract period so that ongoing services to clients can be maintained.

g. Record Keeping

- 1) Describe records and reports which will be developed or used internally to record client and service information in the following areas and attach to proposal:
 - a) intake (if this function is assigned to contractor);
 - b) service; personnel; and
 - c) individual client records.
- (2) Describe agency method/procedures for meeting HIPAA requirements and maintaining client confidentiality.

NOTE: The B/S/S/T Area Agency on Aging, Inc. has developed forms and reporting formats needed for the AAA's use, in which case provider agencies will be required to submit them as instructed.

6. Service Program Description

Briefly describe the sequence of action from the time a referral is made to the completion of service.

7. Work Plan

Indicate any changes in current agency operating practices that will occur as a result of acceptance of this contract and set forth a management work plan for implementing the changes. If additional staff must be hired, set forth a time schedule for recruiting and training.

8. Recruitment and Retention of Direct Service Staff

Include organizations plan of action for recruitment of new staff and retention of existing staff necessary for proposed service delivery patterns.

B. Cost and Price Analysis/Program Budget (To Be Submitted Separate From Programmatic Data In A Sealed Envelope)

NOTE: If this is a unit cost reimbursement contract, the information requested in this section is required to support the reasonableness of the bidding agency's quotation.

If this is a program reimbursement contract, it represents the bidding agency's proposed maximum budget for this proposal. The successful bidder will receive this amount or actual audited cost, whichever is lower.

The B/S/S/T AAA assumes all proposals submitted will be unit cost reimbursement proposals unless specifically noted by the agency submitting a proposal.

1) Budget Summary

- a) A short summary statement.
- b) Source of local matching funds, if any, and details thereof. Program income generated through AAA-funded service delivery is not to be considered as local matching funds. Indicate funding source or sources for all staff participating within proposed services in an amount equal to less than 100 percent of their work time.
- c) Cost Center Summary Budget.
- d) Detailed line item budget by major object; categories to be used are: personnel, occupancy, communications, supplies and minor equipment, transportation, contract services, fixed assets, and other direct costs. Personnel and occupancy costs must be delineated by individual staff and/or facility. If a proposal will utilize more than one (1) cost center, costs per center must be included.
- e) Detailed Line Item Distribution by Cost Center; utilizing major object categories, show a spread of costs across cost centers for which funding is requested (see Appendix A for prescribed format).

NOTE: For purposes of review, the AAA reserves the right to reallocate cost distribution plans to the extent of achieving a consistency of methodology for fair comparison purposes.

- f) In direct Costs – Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. These costs are for supportive activities which are necessary to maintain the direct effort involved in providing the contracted services. The term “indirect costs” applies to costs for support services. Such activities include but are not limited to: general supervision of the program director, bookkeeping, data processing, and auditing to the extent

that these costs are not directly allocable to a particular cost objective. In order to claim indirect costs, the provider must document the cost of general supportive activities provided to each unit of organization included in the contract. A cost allocation plan or other supporting documents must be available to support the indirect cost claim. The overall purpose of the allocation process is to distribute the indirect costs of supportive services to their various cost objectives in reasonable proportion to the benefits provided to these cost objectives. Maximum indirect costs for direct service contracts with public or private providers shall be either the actual indirect costs as documented in accordance with the procedures outlined above or two percent (2%) of the agency's total direct services costs in a given contract, whichever is lower. Indirect costs shall be allocated on a logical basis to all the cost objectives provided which receive some benefit from "shared" support activities. The method for allocating support services must result in a fair and equitable distribution of costs, with a direct relation to actual benefits accruing to the cost objectives to which the costs are charged. When support service costs are charged as a part of direct services, such costs may not be claimed as a separate non-allocated service or cost category (i.e., a cost cannot be both direct and indirect). The Provider must maintain a copy of the cost allocation plan or documentation to support the claim. This information must be made available to the AAA upon request and it is subject to audit at final settlement. Records to support their claims for indirect costs, including the methodology used to allocate such costs among the services being provided, shall be kept by governing bodies.

g) Unit of Service Display.

Service	Number Units	Total Cost	Cost/Unit	UPS	Units/Person	Cost/Person
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2. Detailed organizational budget indicating clearly contracts and/or program sources of parent organization pertaining to Cost Centers included in the proposal.
3. If the bidding agency charges a fee for the proposed services for persons not eligible under the proposed contract, indicate the hourly charge to such clients. If this charge is different than the bid price with this contract, explain why.
4. Each service provider must: (a) provide each older person with a free and voluntary opportunity to contribute to the cost of the service; (b) protect the privacy of each older person with respect to his or her contribution; and establish appropriate procedures to safeguard all contributions (Revised Title III Older Americans Act Regulations 45 CFR 13.21.111). Explain bidding agency's procedures for providing for voluntary contributions.

C. Contract Compliance Forms

See Appendix.

D. Updated Affirmative Action Plan

Include one (1) current copy with the proposal.

III. CRITERIA FOR SELECTION

A. Process For Review

All proposals will be reviewed by staff for completeness of information.

Competitive proposals will subsequently be reviewed by a Proposal Review Team consisting of, at a minimum, selected AAA staff and Advisory Council members. Submitting agencies may be requested to make a presentation to the Proposal Review Team.

The Proposal Review Team will rate the proposals based upon responses to the Request For Proposals (RFP). Determination of the successful proposals will be based on the following criteria:

1. Understanding of the Problem (Point Value – 10): The extent to which the bidding agency demonstrates understanding of:
 - a) The respective roles, responsibilities, and authorities of the purchasing agency and of the bidder agency as described in the RFP
 - b) The objectives of the purchasing agency in seeking proposals to provide the described services.
 - c) The nature and scope of the service requested.
 - d) The established policies of the purchasing agency to provide services to the target population as defined by the Older Americans Act.
2. Bidding Agency Experience (Point Value – 10): The extent to which the bidding agency has:
 - a) Demonstrated capability to provide the services described in this RFP.
 - b) A visible role in the community and strong working relationships with other service providers.
3. Soundness of Approach (Point Value – 20): The extent to which the bidding agency:
 - a) Has older person and minority representation in appropriate percentages from the community to assist in agency policy formulation, planning, and direction.
 - b) Has clearly defined lines of responsibility and accountability.
 - c) Has a staffing pattern which equals or exceeds the qualifications described in this RFP.
 - d) Exercises supervision in quantity and quality which equals or exceeds that described in this RFP.

- e) Provides generic and in-service training which equals or exceeds that described in this RFP.
 - f) Has established fiscal management controls and procedures sufficient to ensure strict accountability in the administration of funds with a clear audit trail which would accommodate a certified public audit if required.
 - g) Keeps sufficient records to allow for an adequate picture of the agency's program and operation, both for quality of service and fiscal aspects.
 - h) Has demonstrated a capability for effective service provision by constructing a plan for service delivery which:
 - 1) is flexible in hours and duration of service;
 - 2) provides the client with only the amount of help necessary to meet basic needs and permits as much independent functioning as possible; and
 - 3) maximizes efficiency and effectiveness in staffing patterns.
4. Personnel Qualifications (Point Value – 10): The extent to which the bidding agency has allocated an adequate quantity of personnel qualified to deliver service and manage the program.
5. Cost/Budget (Point Value - 50): The extent to which the bidding agency has submitted the lowest responsible cost bid, while meeting both the quantitative and qualitative service specifications outlined in this RFP.

The Proposal Review Team will recommend proposals for the AAA Advisory Council. In turn, the Advisory Council will make its recommendation to the Area Agency on Aging Board of Directors which will award contracts.

All agencies submitting a proposal will receive written notification of the Area Agency on Aging's recommendation within seventy-five (75) days after the close of the application period. The written notification to unsuccessful agencies will include their right to appeal as listed below in Section B.

B. Procedure For Appeal

In instances where an agency is dissatisfied with the selection process of the Area Agency on Aging, such an agency shall have the right to appeal the decision in the following manner:

1. Written notification of the agency's intent to appeal must be postmarked no later than ten (10) calendar days after receipt of proposal rejection and sent to the Area Agency on Aging, Attn: Bridget Worthington, 220 Main Street, Towanda, PA 18848.
2. A meeting will be scheduled by the Area Agency on Aging within ten (10) working days to discuss the agency's dissatisfaction. This meeting will consist of the agency's program director, deputy director (if different), the chairman of the agency's board of directors, the Proposal Review Team Chairman and selected members, and the AAA Executive Director. A representative from the Department of Aging will be invited to observe. Subsequent appeal will be directed to the AAA Board of Directors

Chairman requesting in writing additional consideration by the Board of Directors.
The decision of the Board of Directors is final and exhausts all local recourse.

APPENDIX A
BUDGET FORMS

2019-2020 Cost Center Budget

Agency: _____

	Personal Emergency Response	Legal	Personal Care	Home Support	Total
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Minor Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Other Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

2019-2020 Detailed Line Item Budget By Cost Center

Agency: _____

	Personal Emergency Response	Legal	Personal Care	Home Support	Total
Personnel					
Director					\$ -
Supervisors					\$ -
Clerical					\$ -
Personal Care Aides					\$ -
Other Staff (Identify)					\$ -
Fringe Benefits (Specify)					\$ -
FICA					\$ -
Health Insurance					\$ -
PA Unemployment Comp					\$ -
Workers Comp					\$ -
Other					\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy					
Office Rental /Mortgage					\$ -
Utilities					\$ -
Maintenance					\$ -
Insurance (Occupancy only)					\$ -
Total Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -
Communications					
Office Phones					\$ -
Postage					\$ -
Printing					\$ -
Internet					\$ -
Total Communications	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Minor Equipment					
Office Supplies					\$ -
Equipment Maint/Repair					\$ -
Total Supplies & Minor Equip	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation					
Director					\$ -
Supervisors					\$ -
Clerical					\$ -
Aides					\$ -
Other Staff (Identify)					\$ -
Volunteers					\$ -
Total Transportation	\$ -	\$ -	\$ -	\$ -	\$ -

2019-2020 Detailed Line Item Budget By Cost Center

Agency: _____

Other Operating Expenses						
Specify						\$ -
Specify						\$ -
Specify						\$ -
Total Other Operating Exp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services						
Specify						\$ -
Specify						\$ -
Specify						\$ -
Total Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs						\$ -
Fixed Assets						
Specify						\$ -
Specify						\$ -
Specify						\$ -
Total Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPENDIX B
CONTRACT COMPLIANCE QUESTIONNAIRE

AREA AGENCY ON AGING FOR THE COUNTIES OF BRADFORD, SULLIVAN,
SUSQUEHANNA AND TIOGA, INC.

Mandatory Attachment to:
Request for Proposals (RFP)
For Fiscal Year 2019/2020

Contractor Validity Form

This form must be completed and signed by an official authorized to bind the contractor to its provisions. This document must be incorporated with the technical portion of your proposal.

This proposal by: _____
(Contractor name)

Shall remain valid for a period of at least 180 calendar days from the due date of this Request for Proposals (RFP).

Signature: _____

Name: _____
(please print or type)

Title: _____

Date: _____

/Contractor Validity Form

APPENDIX C
GENERAL TERMS AND CONDITIONS

APPENDIX C

GENERAL TERMS AND CONDITIONS

1. CLAIMS AGAINST THE COMMONWEALTH

The provisions of this Agreement shall be construed in accordance with the provision of the Laws of the Commonwealth of Pennsylvania. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or any part thereof or any breach of contract arising thereunder may be referred by the grantee to the Board of Claims pursuant to 62 Pa. C.S. § 1721 et seq. This shall be the exclusive remedy for the grantee to resolve such questions and disputes if the grantee and the Commonwealth are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the grantee.

2. CONFIDENTIALITY

No information about a client, or information obtained from a client, shall be disclosed by the grantee in a form that identifies the client without the informed and express written consent of the client or of his or her legal representative, unless disclosure is required by court order or for other program monitoring by authorized federal, state or local monitoring agencies. Lists of older persons compiled for information and referral purposes shall be used solely for the purpose of providing services, and only with the informed and express written consent of each individual on the list. The Grantee must comply with all appropriate Federal and State laws and regulations.

3. SECURITY

To better secure each agencies network and computing infrastructure, all server and desktop platforms must be kept up-to-date with service packs, security patches and antivirus updates. Failure to keep these assets updated can result in the agency being denied access to Commonwealth network resources until such time as the machine(s) have been cleaned or updated. Protected health information should always be properly secured and encrypted in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

4. LIABILITY AND INSURANCE

The grantee shall perform its services under this Agreement as an independent grantee and shall provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims which may arise out of grantee's operations under the terms of this Agreement.

The grantee shall accept full responsibility for the payment of premiums for Worker's Compensation, Unemployment Compensation, Social Security as well as all income tax deductions and other taxes or payroll deductions required by law for its employees who are performing services under this Agreement. As required by law, an independent grantee is responsible for Malpractice Insurance for health care personnel. The grantee shall provide insurance Policy Number and Provider Name, or a copy of the policy with all renewals for the entire Agreement period.

The grantee shall, at its expense, procure and maintain during the term of this Agreement, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

Worker's Compensation Insurance for all of the grantee's employees and those of any subgrantee's, engaged in work at the site of the project as required by law.

Public liability and property damage insurance to protect the Commonwealth, the grantee, and any and all subgrantees from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this Agreement or failure to perform under this Agreement whether such performance or nonperformance be by the grantee, by any subgrantee, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any actions by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under this Agreement and during the term of the Agreement, the grantee shall provide the Department of Aging with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

5. COMMONWEALTH HELD HARMLESS

The grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the grantee and its employees and agents under this Grant Agreement and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

6. GRANTEE INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the

Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- g.** Otherwise required by law.
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

 - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

 - (1)** obtaining;
 - (2)** attempting to obtain; or
 - (3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - c.** Violation of federal or state antitrust statutes.
 - d.** Violation of any federal or state law regulating campaign contributions.
 - e.** Violation of any federal or state environmental law.
 - f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
 - h.** Violation of any federal or state law prohibiting discrimination in employment.
 - i.** Debarment by any agency or department of the federal government or by any

other state.

- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- 14. Contractor, by submission of its bid or proposal and/or execution of this contract and

by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

- 15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- 16.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- 17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

 - a.** "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c.** "Contractor" means the individual or entity that has entered into this contract

with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

- d. “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the *4 Pa. Code §7.153(b)*, shall apply.
- f. “Immediate family” means a spouse and any unemancipated child.
- g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

7. GRANTEE RESPONSIBILITY

For the purpose of these provisions, the term grantee is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term grantee may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The grantee must certify, in writing, for itself and all its subgrantees, that as of the date of its execution of any Commonwealth contract, that neither the grantee, nor any

subgrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the grantee cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The grantee must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the grantee shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subgrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the grantee to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the grantee's compliance with the terms of this or any other agreement between the grantee and the Commonwealth, which results in the suspension or debarment of the grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The grantee shall not be responsible for investigative costs for investigations that do not result in the grantee's suspension or debarment.
6. The grantee may obtain a current list of suspended and debarred Commonwealth grantees by accessing http://www.dgsweb.state.pa.us/Debarment_list or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No.: (717) 787-9138

8. **SUBCONTRACTS**

The grantee agrees to accept full responsibility for the performance of the terms of this Agreement, including the work performed through any subcontracting. The grantee shall, in subcontracting under this Agreement, require such subgrantees to comply with all requirements as set forth in these general terms and conditions, as all applicable state and federal requirements pursuant to the Older Americans Act, as amended 42 U.S.C.A section

3001 et seq. Except for those subcontracts specifically authorized by this Agreement, the grantee shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval of the Departments of Aging and Welfare. In all events, the grantee shall be responsible for the quality and quantity of the work performed by any of its approved subgrantees as set forth in the General Terms and Conditions of this Agreement.

9. **EXAMINATION OF RECORDS**

a. The grantee agrees to maintain books, program and financial records, documents and other evidence pertaining to the costs and expenses of this Agreement.

b. The grantee agrees to make available at the office of the grantee at all reasonable times during the term of this Agreement and the period set forth below, any of the records for inspection, audit or reproduction by an authorized representative of the Department of Aging or the Auditor General or Federal auditors.

c. Except for documentary evidence delivered to the Commonwealth, the grantee shall preserve and make available all records for a period of three years from the date of final payment under this Agreement, or the time period specified by PDA policy and/or state and federal requirements (e.g. HIPPA six year retention requirement) and for such period, if any, as specified by paragraphs 1. and 2. below:

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement.

2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs under this Agreement as to which exception has been taken by the auditors, shall be retained by the grantee until such litigation, claims or exceptions have been litigated or settled to final disposition.

3. The provisions of this paragraph shall be applicable to and included in each subcontract hereunder.

10. **PROGRESS REPORTS**

a. The grantee and its subgrantees shall furnish to the Commonwealth such progress and periodic reports in such form and quantity as the Commonwealth may from time to time require, including but not limited to, status reports of the project, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the project as may be requested.

b. In the event that the Commonwealth determines that the grantee or its subgrantees have not furnished such reports as required by the Commonwealth, the

Commonwealth, by giving written notice to the grantee, may suspend payments under this Agreement, until such time as the required reports are submitted.

11. RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE

a. Definition: The term, "data", as used herein, includes written reports, drawings, studies, and work of any similar nature which is required to be delivered under the Agreement. It does not include grantee's financial reports or other information incidentals to Agreement administration.

b. Rights in Data: Data created pursuant to the execution of this contract shall be the property of the Commonwealth and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the grantee. Grantee may retain a copy of such data for its internal use.

c. Copyrights: Grantee relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Grantee shall not include in the data any copyrighted matter without the written approval of the Commonwealth unless grantee provides the Commonwealth with written permission of the copyright owner for the Commonwealth to use such copyrighted matter in a manner provided herein. Any product or material that is to be printed or developed for any publication or distribution or other public display as a result of this Agreement, must be reviewed and approved in writing by the Secretary/Deputy Secretary of the Commonwealth of Aging prior to final production or printing. All data produced by funds provided through this Agreement must contain the Commonwealth's logo and appropriate state officials' names on the cover and the following notation on the inside cover on Title Page: "This document was produced with funds provided under Contract No. 2001XX from the Pennsylvania Department of Aging."

d. The grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including any suit or proceeding relating to all work, services, materials, reports, studies and computer programs provided by the grantee; provided, nevertheless, that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action. The grantee shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at grantee's written request, it shall be at the grantee's expense, but the responsibility for such expense shall be only that within the grantee's written request. If any of the materials, reports, studies or computer programs provided by the grantee are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the grantee shall, at its own expense and at its option, either procure the right

to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the grantee under this paragraph continue without time limit. It is understood that the grantee is responsible for defending suit against the Commonwealth on account of any alleged infringement of any copyright arising out of information or material supplied by only the grantee under this Agreement.

12. **AMERICANS WITH DISABILITIES ACT**

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside grantees.

b. The grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the grantee's failure to comply with the provisions of paragraph A. above.

13. **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Grant, grantee agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, sexual orientation, gender identity, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, sexual orientation, gender identity, race, creed or color.

3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, sexual orientation, gender identity, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts related.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

14. **SET OFF CLAUSE**

The grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the grantee or its subsidiaries to the Commonwealth against any payments due the grantee under any contract with the Commonwealth.

15. PROPERTY AND SUPPLIES

a. Grantee agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.

b. Title to all property furnished in-kind by the Commonwealth shall remain with the Commonwealth.

c. Personal or real property for which the grantee was reimbursed under this agreement will be accounted for on the property records or inventories of the grantee and will be disposed of only with written permission of the Commonwealth.

d. Title to all personal property acquired by the grantee, including purchase by lease-purchase agreement, for the cost of which the grantee is to be reimbursed under this Agreement shall vest in the grantee during the term of this Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased personal property which has remaining useful life shall be made in accordance with the following provisions:

1. The grantee and the Commonwealth may agree to transfer at no cost any item of such purchased property to another grantee designated by the Commonwealth. Title to all transferred property shall vest in the designated grantee during the term of its Agreement. Additionally, the Commonwealth will reimburse the grantee for its proper share, if any, of the value of the remaining life of the property as provided in 15 C. 2. and upon prior approval for the shipping costs resulting from the transfer.

2. If the grantee wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal of the property items and the grantee will reimburse the Commonwealth for the value of the remaining life of the property on the basis of such appraisal, where appropriate depreciation tables may be substituted for an independent appraisal.

3. With the prior written permission of the Secretary of Aging and the approval of the Governor's Office of Budget and Administration, grantee will sell the property and reimburse the Commonwealth for its appropriate share, providing the Commonwealth is notified ten (10) days in advance of the sale.

e. All property furnished by the Commonwealth or personal property acquired by the grantee, including purchase by lease-purchase agreement, for which the grantee is to be reimbursed under this Agreement shall be deemed Commonwealth property for the purpose of section E., F., and G., of this provision.

- f. Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Commonwealth property so as to assure its full availability and usefulness.
- g. The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by the Commonwealth and the Governor's Office of Administration, be used only for the performance of this Agreement.
- h. In the event that grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Commonwealth property, he shall use the proceeds to repair, renovate or replace the Commonwealth property involved, or shall credit such proceeds against the cost of the work covered by the Agreement or shall otherwise reimburse the Commonwealth as directed by the Commonwealth.
- i. Any products provided to the Commonwealth, as part of the grantee's performance of this service Agreement shall meet the minimum percentage levels for total recycled content and post-consumer recycled content in accordance with the List of Products and Procurement Guidelines available from the PA Department of General Services.

16. AGREEMENT SUBJECT TO LAWS AND REGULATIONS

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the grantee.

17. INTERESTS OF MEMBERS OF THE COMMONWEALTH AND OTHERS

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects their respective personal interest or the interest of any corporation, partnership, or association in which, directly or indirectly, they may be interested; nor shall any such officer, member or employee of the Commonwealth or members of its General Assembly have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. INTEREST OF GRANTEE

The grantee covenants and agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The grantee further covenants and agrees that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Grantee further certifies that no member of the board of the grantee or any of its

officers or directors have such an adverse interest.

19. **TERMINATION OF AGREEMENT**

a. **Termination for Default** - If, through any cause, the grantee shall fail to fulfill in timely or proper manner its obligations under this Agreement, or if the grantee shall violate any of the covenants or stipulations of this Agreement, the Commonwealth shall thereupon have the right to terminate this Agreement by giving written notice to the grantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the grantee under this Agreement shall, at the option of the Commonwealth, become its property, and the grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the grantee shall not be relieved of liability to the Commonwealth of damages sustained by the Commonwealth by virtue, in any manner or degree, of the grantee's nonperformance of its services hereunder; however, such damages shall not exceed the amount of this Agreement.

b. **Termination for Convenience** - The Commonwealth or grantee may terminate this Agreement at any time by giving written notice to the other party of such termination by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

20. **ASSIGNABILITY**

The grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Commonwealth thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the Commonwealth may deem necessary. No such approval by the Commonwealth of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Commonwealth in addition to the total agreed-upon price: PROVIDED, however, that claims for compensation due or to become due the grantee from the Commonwealth under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly in writing to the Commonwealth.

21. **COVENANT AGAINST CONTINGENT FEES**

The grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee (excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the grantee for the purpose of securing business). For breach or violation of this warranty, the Commonwealth shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. AVAILABILITY OF FUNDS

The obligations of the Commonwealth under this Agreement are subject to the availability and appropriation of funds by the federal government under the Older Americans Act, 42 U.S.C. § 3001 et seq., and by the Commonwealth through its Lottery Fund and its General Fund.

23. DISASTERS

If, during the terms of the Agreement, the Commonwealth's premises are so damaged by flood, fire, or other Acts of God as to render them unfit for use, then the Commonwealth shall be under no liability or obligation to the grantee hereunder during the period of time there is no need for the services provided by the grantee except to render compensation which the grantee was entitled to under this Agreement prior to such damage.

24. RIGHT TO KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Grant Agreement.

b. Unless the Grantee provides the Commonwealth, in writing, with the name and contact information of another person, the Commonwealth shall notify the Grantee using the Grantee information provided by the Grantee in this Agreement. If the Commonwealth needs the Grantee's assistance in any matter arising out of the Right to Know Law. The Grantee shall notify the Commonwealth in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification to the Grantee that the Commonwealth has received a request for records under the RTKL related to this Grant that may be in the Grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Grantee shall:

1. Provide the Grantee, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee's possession arising out of this Grant that the Commonwealth reasonably believes is Requested Information and may

be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant.

d. If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Grantee in denying a RLKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information with five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Grantee may file a legal challenge to any Commonwealth's decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's duties relating to the RTKL are continuing duties that survive the

expiration of this Grant and shall continue as long as the Grantee has Requested Information in its possession.

APPENDIX D
REPORTING FORMS

Review of Billing and Reporting Requirement

Wait List:

Submit Service Provider Waiting List Form to Bridget Worthington by email at bworthington@bsstaaa.org or Fax each Friday to the B/S/S/T AAA, Inc. at Fax number 570-265-5680; Attn: Bridget Worthington.

Monthly AAA Billing Report:

Report due to B/S/S/T AAA, Inc. Fiscal Office to Sue Baumunk, sbaumunk@bsstaaa.org by the tenth of the following month.

Example: Report of May information is due by June 10th.

B/S/S/T AAA Contact Information for Billing and Reporting

Mailing Address:

B/S/S/T AAA, Inc.
220 Main Street, Unit 2
Towanda, PA 18848

Telephone Numbers

570-265-6121

1-800-982-4346

570-265-5680 Fax Number

Staff Contacts:

Fiscal:

Becky DeRemer – bderemer@bsstaaa.org

Sue Baumunk – sbaumunk@bsstaaa.org

Contract Compliance Officer

Bridget Worthington – bworthington@bsstaaa.org

Clerical Supervisor - Cindy Williams - cwilliams@bsstaaa.org

Reports for Individual Service Delivery

To avoid duplication of effort in data entry all providers will be required to submit monthly reports in Microsoft Excel Spreadsheet format. This format will allow the B/S/S/T AAA to convert the information to an XML readable format and more quickly add it to our statewide database.

Any individual consumer service provided must be able to be submitted via Excel formatted reports.

These reports must be e-mailed or the same requirements for timely submission as the paper reports.

B/S/S/T AA will provide technical assistance for initial set up and maintenance of these electronic monthly reports.

OPTIONS REPORT

UPS Column: The amount entered for each service category by county is the total number of Unduplicated Persons Served for the month. Hint: all of the consumers who received a unit of service for each service category are counted in this column.

NEW UPS Column: The amount entered for each service category by county is the total number of NEW Unduplicated Persons Served for the month. Hint: of those consumers who were counted in the UPS Column that were NEW for the month go in the NEW UPS column. . Remember all consumers are considered NEW for the month of July so the UPS and NEW UPS amount entered will be the same for the month of JULY only. August through June the NEW UPS amount entered each month will be only those consumers who were NEW for that month.

UNITS Column: The amount entered for each service category by county is the total number of UNITS that were provided to consumers for the month.

UNIT COST Column: The amount entered is the agreed upon unit cost for the service category. This amount would remain the same each month.

TOTAL MONTH DOLLARS Column: The amount entered for each service category by county is the total number of UNITS multiplied by the UNIT COST.

TOTAL DOLLARS YEAR TO DATE Column: The amount entered for each service category by county is the current month's TOTAL MONTHS DOLLARS amount added to the prior month's TOTAL DOLLARS YEAR TO DATE total. Remember reporting is based on a fiscal year (July – June).

GRAND TOTALS Line: The amount entered on this line is the sum for each column TOTAL MONTH DOLLARS and TOTAL DOLLARS YEAR TO DATE.

NOTE: A units of service provided backup report must be attached to the Options report also.

BSST AREA AGENCY ON AGING CONTACTS:

XML Reporting: Cindy Williams – cwilliams@bsstaaa.org
Fiscal Reporting: Sue Baumunk – sbaumunk@bsstaaa.org

Promise Reporting: Cindy Williams – cwilliams@bsstaaa.org
Call 570-265-6121 or 1-800-982-4346

UNITS OF SERVICES PROVIDED BACKUP REPORT

- Providers name and the reporting month must be entered at the top of the report.
- This spreadsheet needs to include the following information for each service category by county:
 - *Consumer's name.
 - *Notation if the consumer is new for the month.
 - *County the consumer resides in.
 - *Total units provided for the month for each consumer in each service category.
 - *Total of each service category column.

OR

- The xml report submitted to Cindy Williams may be used as backup report instead of the backup report described above.

MONTHLY REPORTING REMINDER

- Reports are due by or on the 10th of each month for the prior service month. Example: July's report is due on August 10th.
- Fiscal reports can be faxed or emailed to Sue Baumunk (sbaumunk@bsstaaa.org) and/or Becky DeRemer (bderemer@bsstaaa.org) to meet the due date then the original mailed to AAA.
- Reports should still be submitted even if there were no services provided for the month. (Enter zeros for the month)
- Monthly reports can be set up on the provider's computer system as long as the necessary requirements are followed. Use the contract agreement to find the information to complete the set up. AAA can provide blank program monthly reports and supporting forms upon request.
- A backup report must be submitted with each fiscal monthly report. There is example attached. The backup report provides the details to AAA for each consumer served by the provider.
- For the month of July all consumers are considered NEW. Therefore the amounts for UPS and NEW UPS columns on the report will be the same for July only. August through June the amount in the NEW UPS column will be on the amount of consumers who were new for that month.
- Reporting is based on a fiscal year. Year to date amounts will be calculated on fiscal year (July through June).

DEFINITIONS

CONSUMER: Person who is receiving services from the provider.

UPS: Unduplicated person served during the month. A consumer who has received a service from the provider during the month. This consumer would be counted only once for that service.

NEW UPS: A new unduplicated person served during the month. A consumer who has received a service for the first time from the provider during the month. This consumer would be counted new only once. REMEMBER: all consumers are considered NEW for the month of July so the UPS and NEW UPS amount entered will be the same for the month of July only. August through June the NEW UPS amount entered each month will be only those consumers who were NEW for that month.

UNITS: Measurement of the service provided to a consumer – measured in whole hours or quarter hours.

SERVICE CATEGORY: The type of the cost center the consumer is receiving care for such as: Personal Care, Home Support, Legal Services and Personal Emergency Response Systems (PERS).

Sample of form emailed to providers

BSST AREA AGENCY ON AGING						
PROVIDER NAME						
MONTH:						
OPTIONS SERVICES						
SERVICE	UPS	NEW UPS	UNITS	UNIT COST	TOTAL MONTH DOLLARS	TOTAL DOLLARS YEAR TO DATE
PERS						
BRADFORD				\$19.75		
SULLIVAN				\$19.75		
SUSQUEHANNA				\$19.75		
TIOGA				\$19.75		
GRAND TOTALS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00

APPENDIX E
ASSURANCE OF COMPLIANCE FORMS

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Grantee provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with IX and the Regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Grantee received Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the Area Agency on Aging for the Counties of Bradford, Sullivan, Susquehanna, and Tioga, Inc. (B/S/S/T AAA) (Covered Entity) and the Subcontractor (Business Associate), intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5, the HIPAA Privacy Rule (Privacy Rule) modifying 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), modifying 45 CFR Parts 160, 162 and 164.

WHEREAS, Business Associate may receive PHI in any format including electronic form, from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled, disclosed or used only in accordance with this Agreement, and the standards established by the HIPAA Rules.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

- 1. Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. "Business Associate"** shall have the same meaning as the term "business associate" at 45 CFR §160.103.
 - b. "Covered Entity"** shall have the same meaning as the term "covered entity" at 45 CFR §160.103.
 - c. "HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.
- 2. Changes in Law.** Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.
 - 3. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in the Business Associate's contract, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity's minimum policies and procedures.
 - 4. Additional Purposes For Which Business Associate May Use Or Disclose Information.** Business Associate shall not use or disclose PHI provided by, or created

or obtained on behalf of Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c) without the B/S/S/T AAA's express written authorization(s). Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations:

- a. **Limits on Use and Further Disclosure Established By Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement, as required by law.
- b. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by Subpart C of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:
 - i. administrative safeguards required by 45 CFR 164.308,
 - ii. physical safeguards as required by 45 CFR 164.310,
 - iii. technical safeguards as required by 45 CFR 164.312, and,
 - iv. policies and procedures and document requirements as required by 45 CFR 164.316.
- c. **Training and Guidance.** Business Associate shall provide annual training to relevant employees, contractors and subcontractors on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- d. **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the B/S/S/T AAA's Compliance Officer within two (2) days of discovery of any use or disclosure of PHI not provided for or allowed by this Agreement, including breaches of unsecured PHI as required by 45 CFR 164.410. Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the

Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

Business Associate Agrees that if any of its employees, agents, subcontractors, and representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors, and business representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Continued use of PHI in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

- e. **Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- f. **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the B/S/S/T AAA's Compliance Officer within two (2) days of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- g. **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within five (5) business days. Business Associate shall further conform with and meet all of the requirements of 45 CFR 164.524.
- h. **Amendment and Incorporation of Amendments.** Within five (5) business days of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR 164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within five (5) business days.

- i. **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is six (6) years prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within ten (10) business days of a request for an accounting of disclosures and in accordance with 45 CFR 164.528.
- j. **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- k. **Return or Destruction of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- l. **Maintenance of PHI.** Notwithstanding section 4(k) of this Appendix, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under section 4(h) of this Appendix for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- m. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the HIPAA Rules. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix or the Privacy Rule.
- n. **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor, or agent who violates this Appendix or the HIPAA Rules.

- o. **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any security provision contained in the HIPAA Rules.
- p. **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR 164. In the event that Business Associate discovers a Breach, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notification requirements of 45 CFR 164 on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR 164, Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option: 1) offset amounts otherwise due and payable to Business Associate under this Agreement; or 2) seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this paragraph, Business Associate shall make payment to Covered Entity (or a third party as applicable) within thirty (30) days from the date of Covered Entity's written notice to Business Associate.
- q. **Grounds for Breach.** Any non-compliance by Business Associate with this Appendix or the HIPAA Rules will automatically be considered to be a breach of the Agreement.
- r. **Termination by B/S/S/T AAA.** Business Associate authorizes termination of this Agreement by the B/S/S/T AAA if the B/S/S/T AAA determines, in its sole discretion that the Business Associate has violated a material term of this Appendix.
- s. **Failure to Perform Obligations.** In the event Business Associate including its subcontractors or agents fails to perform its obligations under this Appendix, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Appendix and applicable law.
- t. **Privacy Practices.** The Covered Entity will provide and Business Associate shall immediately begin using and/or distributing to clients any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this Agreement, or as

otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than forty-five (45) days from the date of notice of the change. The version of the Covered Entity's Notice of Privacy Practices current at the time of execution of this Agreement is Attachment 1 to this Business Associate Appendix.

- u. **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules. Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of Business Associate's Breach or other violation of the HIPAA Rules.

6. Obligations of Covered Entity:

- a. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520 (Attachment 1 to this Business Associate Appendix), as well as changes to such notice.
- b. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Area Agency on Aging

Date

Subcontractor

Date



Attachment 1

Area Agency on Aging for the Counties of Bradford, Sullivan, Susquehanna, and Tioga, Inc.

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

What Is This Notice For?

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review carefully.

What Do We Do To Keep Your Health Information Private?

Keeping your health information private is one of our most important responsibilities. We are committed to protecting your health information and following all laws regarding the use of your health information. You have the right to discuss your concerns about how your health information is shared. The law under the Health Insurance Portability and Accountability Act (HIPAA) says:

1. We must keep your health information from others who do not need to know it.
2. We must make this Notice available to you, and may only use and share your health information as explained in this Notice.

Who May Use And See My Health Information?

Commonwealth employees, such as program administrators, may use or share your health information for treatment, payment, and healthcare operations.

Treatment: We may use or share your health information for treatment. For example, we may use health information we receive from a health care provider who has seen you, to ensure that you are referred for further needed treatment.

Payment: We may use or share your health information in order to ensure that health services you have received through our programs are paid for. For example, we may exchange information about you with another government agency, or a health care provider who has provided you with health services.

Healthcare Operations: We may use and share your health information in order to manage our programs and to make sure that they serve you well. For example, we may review your health information and share it with other Commonwealth agencies that must also keep your health information private.

What If The Commonwealth Wants To Use Or Share My Health Information For Other Reasons?

You will be asked to sign a separate form, called an authorization form, allowing your health information to be used or shared other than for treatment, payment or business operations. The authorization form limits what health information may be used or sent, and says where and to whom the information may be sent. You can cancel the authorization at any time by letting us know in writing.

Your written authorization is required for the use and disclosure of:

1. Psychotherapy notes (with limited exceptions to include certain treatment, payment or healthcare operations).
2. Marketing purposes (with limited exceptions).
3. Disclosure in exchange for remuneration on behalf of the recipient of your protected health information.

What Rights Do I Have With Regard To My Health Information

You have the following rights with respect to your health information:

1. *To amend your information. If you think some of your health information is incorrect or incomplete, you may ask that corrected or new information be added by making a request in writing to the HIPAA Contact Office. You must state why you think the correction or new information is necessary. We do not have to make the requested amendment. If we do, you may ask that the corrected or new information be sent to others who have received your health information from us. If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of the disputed information will include your statement.*
2. *To tell us that you want your health information to be sent somewhere else. We will again ask you to sign an authorization form. You may be charged for the cost of the copies and sending them. If we have HIV or substance abuse information about you, we cannot release it without a special signed, written authorization from you that complies with the laws governing HIV or substance abuse records. Certain other laws that we must comply with may require us to follow the special requirements of those laws in addition to HIPAA.*
3. *To inspect and copy certain health information. To inspect and copy your protected health information, you must submit your request in writing to the HIPAA Contact Office. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing, or other supplies associated with your request. You may not see the private notes taken by a mental health provider, health information compiled as part of a legal case, or in other limited circumstances. In some cases, if we deny your request to see your health information, you may request a review of the denial.*
4. *To get a list of where we shared your health information for the last 6 years, unless it was shared for treatment, payment, or healthcare operations. If you ask for more than one list a year, you may be charged for the cost of providing the list. Your request for your health information must be made in writing to the HIPAA Contact Office.*
5. *To request that the Department communicate with you in a certain way or at a certain location. For example, you can ask that we only contact you by mail or phone, or at an address or phone number other than at your home.*
6. *To request a restriction or limitation on your health information that we use or disclose for treatment, payment, or health care operations. You also can request a limit*

on your health information that we disclose to someone who is involved in your care such as a family member or friend. We do not have to agree to the restriction or limitations. If we do agree to the request, we will honor the restriction until you revoke it or we notify you. To request restrictions make a request to the HIPAA Contact Office, you must make your request in writing and tell us what information you want to limit.

7. To be notified in the event that we (or a Business Associate) discover a breach of unsecured protected health information.

Could My Health Information Be Used Or Released Without My Authorization?

We follow laws that tell us when we have to share health information, even if you do not sign an authorization form. We will use or release your health information:

1. For public health reasons, including to prevent or control disease or injury; or report births or deaths, suspected abuse or neglect, reactions to medications or problems with certain health-related products.
2. To prevent serious threats to your health or safety or that of another person or the public.
3. To carry out treatment, payment or healthcare operations.
4. To carry out administrative functions your information may be released to specific employees who assist in the administration of the benefits.
5. To help health oversight agencies monitor the health care system, government programs, and compliance with civil rights laws, including for audits, investigations, inspections, or licensing purposes.
6. If a court orders us to, or if we receive a subpoena and receive certain assurances from the person seeking the information.
7. To law enforcement officials, if we receive a proper request and the request meets all other legal requirements.
8. To coroners, medical examiners or funeral directors, in order to help identify a deceased person, determine the cause of death, or perform other legally authorized duties.
9. To organ procurement organizations, if you are an organ donor or as legally required.
10. For health-related research that meets applicable legal requirements.
11. To military authorities, if you were or are a member of the armed forces and the request is made by appropriate military command authorities.
12. To authorized federal officials for national security purposes.
13. To Workers Compensation for work-related injuries.
14. To other government benefit programs in order to coordinate or improve administration and management of the programs.
15. To family or others involved in your treatment or financial affairs, if you have indicated that we can do so or if we can reasonably infer that you do not object.
16. As otherwise required by law.

When Is This Notice Effective?

This Notice went into effect on December, 2013.

May I Have A Copy Of This Notice?

You have a right to a paper copy of this Notice of Privacy Practice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy. We reserve the right to change this Notice, and to apply the new practices to all of your health information, including information we received before the Notice was changed. If we change this Notice and you are still in our Program, we will send you a new one upon request.

Contact Information for Complaints or Questions

If you have questions or feel your privacy rights have been violated, you can ask questions or complain by writing to or calling the **B/S/S/T AAA Compliance Officer at 220 Main St, Unit 2 Towanda, PA 18848 or by phone at 570-265-6121**

You can also complain to the federal government, Secretary of Health and Human Services, by writing to: U.S. Department of Health & Human Services, Office for Civil Rights, 150 S. Independence Mall West - Suite 372, Philadelphia, PA. 19106-3499.

Your services will not be affected by any complaint made to the B/S/S/T AAA Compliance Officer, Secretary of Health and Human Services or Office of Civil Rights.

APPENDIX F
COOPERATIVE AGREEMENT DOCUMENT

AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS FIRST DAY OF JULY 2019 BY AND BETWEEN THE AREA AGENCY ON AGING FOR THE COUNTIES OF BRADFORD, SULLIVAN, SUSQUEHANNA, AND TIOGA, Inc., (hereinafter referred to as the "AAA") AND THE _____ (hereinafter referred to as the "Provider")

WITNESSETH:

WHEREAS, The AAA was created pursuant to the Act of June 20, 1978, P.L. 477 No. 70, hereinafter referred to as "ACT 70", to develop and administer a comprehensive State plan for services, programs, and activities for the aging, to provide for services to the aging through Area Agencies on Aging and other appropriate agencies, organizations and institutions authorized in accordance with the Older Americans Act of 1965, as amended in 2000, P.L. 106-501, related Federal Acts, and applicable State Law and to stimulate services and opportunities for the aging, which are not otherwise available, and to function as the sole State agency to receive and disburse Federal funds under the Older Americans Act of 1965, as amended in 2000, and State funds made available for providing services to older persons; and

WHEREAS, The AAA pursuant to the Older Americans Act of 1965, as amended in (42 U.S.C. 3027) has established a State Plan under the local Area Agency on Aging is responsible for advancing the well-being of Pennsylvania's older adults to develop, coordinate, and promote the effective delivery of certain social services and other services, and to enhance the quality of life of older Pennsylvanians by empowering the community, the family and the individual; and

WHEREAS, the PA Department of Aging has received a federal award from The AAA of Health Services, Health Care Financing Administration (HCFA) to provide health information, counseling and assistance to Medicare beneficiaries on their health insurance benefits and coverage; and

WHEREAS, there has been appropriated to The AAA by the Pennsylvania General Appropriations Act and the Federal Augmentation Appropriation Act, funds for the purpose of providing such services for the aging under Act 70, The Older Americans Act, as amended in 2000, and the Omnibus Budget Reconciliation of 1987 (OBRA-1987); and

WHEREAS, the AAA is authorized to provide such services pursuant to Act 70, The Older Americans Act, as amended in 2000, as amended, and HCFA Health Information Counseling and Assistance Program.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. This Agreement is subject to the provisions set forth in Attachments A through J,

attached hereto and incorporated herein, all Agency Program Directives, hereinafter referred to as APD, issued by the PA Department of Aging heretofore and hereafter, and all state and federal laws and regulations heretofore and hereafter made applicable to the delivery and funding of services to elderly persons. Furthermore, this Agreement is subject to modifications by amendments to such laws and regulations without prior notice to the Provider

2. The initial term of this Agreement shall be for a three (3) year period beginning July 1, 2019 with an option for two (2) single year extensions.

3. The cost to the Area Agency on Aging for any extensions under this Agreement shall be identified through a negotiation process between the Area Agency on Aging and the Provider. However, any future increase will be limited to any Regular Block grant cost of living adjustment provided to the Area Agency on Aging by The Department of Aging.

4. The Provider shall submit an annual financial and other program documents pursuant to the instructions outlined by the AAA. Each Providers budget submission is subject to the AAA's review. The AAA will notify the Provider in writing of the approved total cost authorized.

5. If the AAA determines that additional federal or state funding becomes available for use during any fiscal year period within the term of this Agreement, the AAA may at its option notify the Provider in writing of the potential increased funding. If the Provider wishes to avail itself of the additional funding during any fiscal year period within the term of this Agreement, the Provider shall submit after receipt of notification, an amended budget and other documents as requested by the AAA.

6. The AAA will review the Provider's use of funds during each fiscal year period under this Agreement. If there are unused funds, The AAA may unilaterally reduce the total cost during the fiscal year period in order for The AAA to reallocate the unused funds. The AAA shall notify the Provider in writing of the new, reduced amount for the fiscal year period. If the Provider does not agree with the amount specified as unused funds, it is obligated to show good cause to The AAA in writing, within fifteen (15) calendar days of notification, that the Provider's Service Delivery System will be harmed by this reduction.

7. Subject to the availability of state and federal funds, The AAA will reimburse the Provider in proportion to costs incurred and validly attributable to Act 70, the Older Americans Act of 1965 as amended and in accordance with the annual budget submission by the Provider.

8. The AAA shall have the right to disapprove any expenditure made by the Provider which is not in accordance with the terms of this Agreement and The AAA may adjust payment to the Provider accordingly.

9. The Provider further agrees to continue or to initiate efforts to obtain support from private sources and other public organizations for services funded under this Grant Agreement.

10. This Agreement is subject to audit by federal and state agencies or their authorized representatives in accordance with Attachment G (Audit Requirements).

11. The Provider, if a public agency, agrees to comply with its merit personnel system contract, which is hereby incorporated by reference. The Provider, if a private agency, agrees to comply with Standards for a Merit System of Personnel Administration, as set forth in 5 C.F.R. ss900.601 - 900.606.

12. Subject to the requirements of merit employment systems, and in accordance with state and federal laws and regulations, the Provider shall make every possible effort to recruit and hire persons aged 60 and over for staff positions (full-time and part-time) paid under this contract. For positions paid under this contract, the Provider shall not have a policy of mandatory retirement or deny employment to any person on account of age. The Provider further agrees not to purchase services from agencies, which deny employment to persons on account of age or have a policy of mandatory retirement applicable to positions paid under subcontract with the Provider.

13. During the period of this Agreement, all information obtained by the Provider through work on the project will be made available to The AAA immediately upon demand. If requested, the Provider shall deliver to The AAA background material prepared or obtained by the Provider incidental to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the Provider to support the data and conclusions in the final reports, and includes completed questionnaires, etc., and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the Provider during the term of the Agreement and directly related to the services being rendered.

14. The Provider agrees to accept the full responsibility for the performance of the terms of this Agreement, including the work performed through any subcontracting Agreement.

a. The Provider agrees that funds obligated under this Agreement will be available for the provision of services by an agency, organization, or individual other than the Provider, only when the Provider has executed a written subcontract or subgrant with that agency, organization or individual (hereinafter referred to as "subcontractor") in accordance with the provisions of this Agreement. The term "subcontract," as used in this Agreement, shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public, and purchase orders not exceeding \$1,000. Assurance of Compliance with Title VI of the Civil Rights Act of

1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 (Attachment G), and the American With Disabilities Act, 28 C.F.R. 35.101 et seq., shall be included and made a part of every subcontract so that such provisions will be binding upon each subcontractor as well as the Provider.

b. The Provider shall submit for review and approval by the AAA, all subcontracts initiated under the terms of this Grant Agreement with private, for-profit agencies before the execution of such subcontracts.

c. The Provider agrees to provide the AAA with copies of all subcontracts initiated under the terms of this Grant Agreement upon request.

d. The Provider agrees to execute subcontracts with minority agencies or organizations at least in proportion to the incidence of minority persons residing in the Planning and Service Area, except as otherwise allowed in writing by the AAA.

e. No provision of this paragraph and no such approval by the AAA of any subcontract shall be deemed in any event in any manner to provide for the incurrence of any obligation of The AAA in addition to the total agreed upon price.

15. This Agreement is subject to the provisions set forth in the following regulations: 45 Code of Federal Regulations Part 74 -- Administration of Grants, except subpart N; 45 Code of Federal Regulations Part 81 -- Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 -- Nondiscrimination on the Basis of Age.

a. In carrying out this Grant Agreement, the Provider and any subcontractors shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended, and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)

b. Services shall be provided in compliance with 25 Pa. Code _151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code _50.1 et seq., relating to Fire and Panic regulations.

c. The Provider agrees to comply with the provisions of the Davis-Bacon Act, Uniform Relocation Assistance and Real Property Acquisition Act, Clean Air Act, the Flood Disaster Protection Act and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Provider agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological

and Historic Preservation Act.

d. The Provider agrees to fully comply with the Commonwealth's Contractors Integrity Provisions set forth in Attachment C (General Terms and Conditions) and any changes or modifications made thereto.

e. The Provider agrees to comply with the provisions of the Older Americans Act, as amended Section 312 and 321(b), Protecting Federal Reversionary Interest in Multipurpose Senior Centers.

f. All claims against the AAA respecting any matter pertaining to this Grant Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).

16. Whereas this Grant Agreement is for the provision of service to individuals or families, the Provider will use a system provided or approved by The AAA through which applicants for and recipients of service may present grievances about the operation of the service program. The Provider will advise applicants and recipients of their right to appeal denial or exclusion from the program or failure to recognize the recipient's choice of a service and of their right to a hearing in these respects. Whenever an applicant or recipient requests a fair hearing, The AAA will make arrangements to provide such a hearing through its hearing procedures.

17. This Agreement contains all the terms and conditions agreed to by the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall not be valid until they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. Continuation of this Agreement is based on compliance with all terms and conditions. No other Agreements, oral or otherwise, shall be deemed to exist or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

For the AAA:

For the Provider:

Date: _____

Date: _____

APPENDIX G
AUDIT REQUIREMENTS

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

AUDIT REQUIREMENTS.

The Grantee must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996/ Office of Management and Budget, Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, (OMB Circular A-133) as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the Grantee is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Grantee is required to have an audit made in accordance with the provisions of *OMB Circular A-133*.

If the Grantee expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.

The Grantee must submit an electronic copy of the audit report package to the commonwealth, which shall include:

1. Auditor's reports

- a.** Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting policies.
- b.** Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should determine and provide an opinion on whether the SEFA is presented fairly in all material respects in relation to the sub-recipient's financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.
- c.** Report on internal control over financial reporting, compliance and other matters based on an audit of financial statements performed in accordance with [Government Auditing Standards](#).

- d. Report on compliance with requirements applicable to each major program and report on internal control in accordance with the circular.
 - e. Schedule of findings and questioned costs.
2. Financial statements and notes to the financial statements
 3. SEFA and notes to the SEFA
 4. Summary schedule of prior audit findings
 5. Corrective action plan (if applicable)
 6. Data collection form
 7. Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and *OMB Circular A-133*.

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOSingleAudit@state.pa.us.

Steps for submission:

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the Grantee's reporting package contains all required elements.
2. Upload the **completed** Single Audit/Program-Specific Audit Reporting Package along with the Single Audit/Program Specific Audit Reporting Package Checklist in a **single** PDF file in an e-mail addressed to RA-BOASingleAudit@state.pa.us. In the subject line of the e-mail Grantee must identify the exact name on the Single Audit/Program-Specific

Audit Reporting Package and the period end date to which the reporting package applies.

Grantee will receive an e-mail to confirm the receipt of the Single Audit/Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

GENERAL AUDIT PROVISIONS.

The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Grantee's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Grantee.

Audit documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

APPENDIX H
CONSUMER CONTRIBUTION PLAN FOR
AAA FUNDED SERVICES

CONSUMER CONTRIBUTION PLAN FOR AAA-FUNDED SERVICES

I. POLICY

Donations received from the recipients of services funded through the Area Agency on Aging network enable the network to provide more services to older residents than would otherwise be feasible. Recognizing the importance of these consumer contributions, the Area Agency on Aging will actively encourage older people to contribute to the cost of services received.

II. PROCEDURES

A. Center Services

1. Intake

At the time of registration for individuals participating in any center-related activity, the Center Manager shall, after obtaining the required information on the participant, review the policy governing consumer contributions and the process for contributing. Each participant will receive a written outline of the information discussed and be asked to sign a statement indicating that the review occurred. The Center Manager will be responsible for having a copy on file for each participant.

2. Collections Procedures

Each subcontractor for center services shall include in the annual proposal to deliver center services procedures for collecting donations. These procedures must consider and include the following:

a. Opportunity to contribute should be:

- (1) voluntary
- (2) anonymous

b. Safeguards:

- (1) against theft
- (2) for accountability

c. Method to determine service for which donations are made.

- d. Contribution envelopes provided by the AAA will be placed by each plate prior to each meal in all centers.
- 3. Feedback/Center Councils - The Center Manager will provide a report at each monthly Center Council meeting on the amount of donations received in the previous month.

B. In-Home Services

1. Intake

The Care Manager will review policies and procedures for donating with each consumer immediately following the development of the Care Plan. This process should be reviewed during the reassessment process and the Care Manager will assure that the consumer has a supply of donation envelopes. This will be reviewed again at the time of reassessment.

2. Collection Procedures

Each subcontractor for in-home services shall include in the proposal to deliver in-home services procedures for collecting donations. These procedures must consider and include the following:

a. Opportunity to contribute should be:

- (1) voluntary
- (2) anonymous

b. Safeguards:

- (1) against theft
- (2) for accountability

c. Method to determine service for which donation is made.

d. Contribution envelopes provided to the subcontractor by the AAA will be distributed to consumers for mailing back to the Area Agency on Aging.

APPENDIX I
LOBBYING CERTIFICATION

APPENDIX J
SERVICES

HOME SUPPORT

1. Eligibility Criteria

Home Support is a service component utilized to serve consumers with less intense service needs and who require a low level of Care Management. Home Support activities are those that enable a consumer to maintain a safe and healthful environment and does not incorporate routine housekeeping. Home Support service is delivered in an effort to maintain persons 60 years of age and older in their own homes. The service is provided to correct certain deficiencies and health hazards within the home that without attention could lead to premature institutionalization as a result of accidents, etc.

AAA will authorize the provision of home support through its Care Management unit based on its financial ability to so.

Individuals receiving home support services must reside in a private home or apartment or be able to reside in a private home or apartment if home support services are provided.

All vendors interested in providing home support services under contract with the AAA must be licensed as a Home Care Agency under the Department of Health and meet standards pursuant to 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and also meet standards as established by the PA Department of Aging. All interested vendors must be provide proof of licensure as a Home Care Agency as part of the bidding packet.

2. Activities

Home Support Services include assistance with Instrumental Activities of Daily Living (IADL's) and should support continued, independent living in the consumer's residence when the consumer has no other informal supports that are available.

Allowable activities include:

- Basic housekeeping activities necessary to ensure safe and sanitary conditions;
 - Laundry;
 - Shopping and errands such as grocery shopping, prescription pick-up;
 - Preparing meals;
 - Garbage removal;
 - Instructions in home management. Home management includes such things as maintaining an orderly environment, proper food storage, preparation of shopping lists, maintaining appliances in safe working conditions;
- Transportation of the consumer by a Home Support worker for medical appointments or grocery shopping. This should occur only when Transportation

services are inappropriate or unavailable or authorized in the consumer's service plan.

Service Providers must follow the hiring and provisional hiring requirements specified in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries. Service Providers are responsible for ensuring that all Home Support Workers meet the competency and training program requirements listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that each Home Support Worker receives specific training identified in the consumer's service plan.

Service Provider shall ensure that Home Support Workers:

1. Are 18 years of age or older
2. Have the required skills and abilities to perform Home Support services as specified in the consumer's service plan authorized by the AAA
3. Shall not be the spouse of the consumer or have a legal relationship with the consumer including but not limited to, Power of Attorney, Representative Payee, or Guardian.
4. Home Support workers must be oriented to the purpose and background of the AAA.
5. Home Support workers must demonstrate knowledge and ability to perform the activities assigned.
6. Documentation of demonstrated skills, competency and training must be maintained as part of the Home Support Worker's personnel file.

There must be assurance of compliance with Title VI of the Civil Rights Act of 1964, as amended, in recruiting.

There must be assurance that Home Support Workers comply with state and local health requirements related to communicable disease.

There must be documentation that any Home Support Worker that transports consumers in the line of duty possesses a current valid driver's license and appropriate insurance.

Home Support Workers shall receive a copy of a job description, personnel policies, and wage scale for workers at the time of their employment and when there is a revision or change in these policies.

Wage scale shall be in conformity with applicable minimum wage laws. Compensation for overtime work shall be provided in accordance with current federal and state law.

The AAA is responsible for assuring that provider agencies will schedule and serve all consumers authorized for service without regard to race, religion, national origin,

age, physical condition, functional limitations, or medical diagnosis.

All Home Support services provided shall be consistent with the service plan authorized by the AAA.

The Service Provider shall have a system in place to verify dates, times and tasks performed by the Home Support worker and that the information is consistent with the consumer's service plan.

3. Procedures

- a. Home Support referrals may come from a variety of sources including (1) self referrals, (2) family, (3) Care Management and (4) the Home Support provider.
- b. All requests for Home Support from within the network must be referred to the AAA Care Management network for assessment purposes. The B/S/S/T AAA Service Plan will be utilized to transmit referrals according to established Service Plan procedures for internal (referrals originating from within the Care Management network) and external (those referrals received by the Care Management network from individuals, other providers, etc.). In all cases, the designated Care Manager must authorize service prior to delivery.
- c. Persons determined to be in need of Home Support will be referred to the Provider Agency by the Care Manager using the standard Service Plan. Appropriate information regarding the work to be done will be transmitted via the Service Plan including the consumer's name, address, contact information and tasks to be completed and the frequency and duration. If the Provider Agency determines that the referral will be excessive in hours of service provided, then referral is to be returned to Care Manager for further clarification or disposition.
- d. The Provider Agency will return the Service Plan to the referring Care Manager with sufficient information concerning the disposition including dates and tasks completed indicated on the form within 7 business days upon receipt of referral. The disposition of the Service Plan will be forwarded to the AAA according to routine Service Plan procedures.
- e. Referrals to the Provider Agency from the Care Management unit that cannot be responded to within the contracted five (5) working day limit by the provider will be referred back to the appropriate Care Management unit for prioritization.
- f. The need for waiting lists for Home Support will be determined by the Area Agency on Aging and/or its designee.

4. Grievance Procedures

Consumers who disagree with the service proposed in the Care Plan would appeal through the standardized Care Management Appeal process.

Consumers indicating a problem with the Personal Care/Home Support agency would contact the Personal Care/Home Support supervisor.

Consumer will have the opportunity to voice their opinion of the quality of the Home Support service to the Area Agency on Aging through the Consumer Quality Survey function of the routine Personal Care monitoring function.

5. Reporting

Home Support statistics shall be reported on a monthly basis. A unit of service is an hour (or one-quarter hour fraction thereof) of service spent with the consumer. Service Provider will need to comply with monthly reporting of AAA by individual summary as prescribed and example of waitlist and other requested information.

6. Special Program Concerns

- a. The Pennsylvania Department of Aging's expectation for AAA's is that services are provided for those most functionally impaired. Most frequently, consumers requiring personal care are more functionally limited and less able to perform activities of daily living than those requiring Home Support services.
- b. Because a need for Home Support may be an indication of other service needs, the Service Provider must develop a mechanism by which observations by the Home Support worker of changed or questionable consumer situations will be reported to the Care Management unit via email or telephone call.
- c. If enrollees from subsidized employment programs (such as AARP Senior Community Service Employment Program, etc) are proposed to be utilized in the performance of the Home Support Services cost center, then clarification needs to be provided in the proposal program description and budget sections on how this will affect service provision and unit costs. (example: If a subsidized AARP Senior Community Service Employment Program enrollee was proposed to participate as a Home Support Worker, then the AAA would not be expected to pay for the actual labor cost subsidized the AARP Senior Community Service Employment Program. However, the unit cost would need to cover the cost of expenses [supervision, travel, etc.] that are not paid for through the AARP Senior Community Service Employment Program).
- d. Should utilization of more than one (1) worker per referral be proposed, then clarification needs to be provided explaining the reasoning behind the request and the subsequent effect on the cost per unit. (Time management and cost effectiveness.)

LEGAL SERVICES

1. POLICY STATEMENT

The Legal Services project of the Area Agency on Aging will insure the availability of legal services for persons 60 years of age or over residing within the Counties of Bradford, Sullivan, Susquehanna and Tioga. Legal assistance, counseling, and representation are provided by lawyers and paralegal aides to older persons in greatest social and economic need to understand, secure, protect or expand their legal rights.

All lawyer(s) shall be licensed to practice law in the Commonwealth of Pennsylvania. All paralegal aide(s) shall be supervised by a lawyer that is licensed to practice law in Pennsylvania.

2. GOALS OF SERVICE

The goals of the AAA legal services program are to insure that:

- a. All elderly individuals in need of legal advice or representation have access to it.
- b. No individuals 60 years of age and above go unrepresented for any reason.
- c. Provide counseling, representation and training on legal problems confronting the elderly
- d. Older persons will be made aware of legal concerns through community education programs.

3. CONSUMER DEFINITION

Persons 60 years of age and above and residing in the counties of Bradford, Sullivan, Susquehanna and Tioga, in need of and unable to obtain adequate legal representation are eligible for service through this program. Those individuals with the greatest economic and social needs will receive priority.

4. SERVICE ACTIVITIES

- a. Cases that may be handled through this program include, but are not limited to:
 1. Public benefits (Social Security, SSI, food stamps, Medicare);
 2. Pensions, insurance;
 3. Domestic relations;
 4. Consumer related problems;
 5. Landlord/tenant;
 6. Real estate;
 7. Fee-generating; (*fee-generating cases – Services are not provided unless adequate representation is unavailable from private attorneys.)

8. Representation or Protective Services consumers when the AAA petitions the court for emergency intervention and when no alternatives are present; and

9. Guardianship issues.

Legal Services Providers must have the capacity to develop and administer a program designed to provide legal services to elderly individuals with the greatest social and economic need.

The aforementioned qualifications are directory in nature only and may be deviated from at the discretion of the AAA Care Management Supervisor and/or AAA Deputy Director when a case is particularly meritorious. Such determination shall be made on an individual case basis.

Community awareness programs of a legal nature by the Legal Services Provider will be made available through educational sessions conducted at senior centers and in other group settings.

Staff consultation activities will be provided.

5. PROCEDURES

To best assist the elderly in securing benefits and rights to which they are entitled with a very limited budget, the following procedures will be followed by all subcontractors of the Area Agency on Aging;

- a. All referrals for legal assistance through this contract shall be made directly to Legal Service Provider through the AAA Care Management unit.
- b. Legal services providers will respond to referrals to the best of their ability within (5) working days except in case of an emergency.
- c. Legal Service Provider will comply with the reporting criteria of the AAA.

6. EVALUATION/MONITORING

Project evaluation will be completed according to guidelines by the Pennsylvania Department of Aging and the B/S/S/T Area Agency on Aging. The AAA will monitor and evaluate services based on monthly and annual summaries of program and financial reports.

Data reflecting the number of persons identified, type or classification of needs identified, type and length of service provided and type and frequency of contact will be collected for use in the evaluation of the project.

The same data and reports may also be shared with the AAA Board of Directors and the AAA Advisory Council for their review, suggestions, and comments.

7. REPORTING

Service statistics are to be reported on a monthly basis. A unit of service is an hour (or fraction thereof) of service spent with or on behalf of the consumer. Additionally, the unduplicated number of persons served shall also be reported. Presentations given to groups will be reported as the total number of persons in attendance. Reporting forms will be supplied by the AAA and are due the tenth day of next month.

PERSONAL CARE SERVICE

1. Eligibility Criteria

Personal Care is the provision in a consumer's home of "hands on" care related to a personal hygiene or functional activity of daily living that an individual cannot meet independently. Personal Care consists of activities provided to eligible persons in their home by a trained, supervised Personal Care Aide when there is no family member or other responsible informal caregiver available or capable of providing such service or to provide occasional respite to the person or persons regularly providing such service. Services include instructional care, home help, and personal care when the individual is unable to perform life-essential tasks of daily living. All Personal Care may only be provided in accordance with the care plan development in compliance with the Department of Aging standards.

Personal Care may only be provided in accordance with the service plan. Service activities are to be available 24 hours per day, seven (7) days per week. An individual must be 60 years of age or older to receive Personal Care Service. Individuals receiving Personal Care services must receive Care Management in accordance with provisions of the APD on Care Management;

Individuals receiving Personal Care services must receive some degree or amount of Personal Care service during each authorized consumer visit. This requirement does not preclude the simultaneous provision of services which are ancillary or supplemental to the primary personal care need (providing existing or available informal supports are not displaced). However, it serves to ensure that Personal Care service is only authorized for those identified periods of unmet need for assistance in performing the activities of daily living (ADL) as outlined in a consumer's total plan of care. Consumers receiving Personal Care services shall reside in a private home or apartment. In some instances, Domiciliary Care residents may receive Personal Care Services through the AAA.

All vendors interested in providing personal care services under contract with the AAA must be licensed as a Home Care Agency under the Department of Health and meet standards pursuant to 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and also meet standards as established by the PA Department of Aging. All interested vendors must provide proof of licensure as a Home Care Agency as part of the bidding packet.

2. Activities

The following list of activities can be considered in the provision of this service:

- a. Bathing – assistance to the consumer with bathing in the tub, shower or bed. (Totally dependent, bedridden people who are unable to direct the bathing activity by the personal care worker, and/or are unable to provide any assistance in washing themselves or are unable to move independently in bed, are not appropriate for bathing by a personal care worker. However, when care is under nurse

management, a personal care worker can augment the medically supervised care as long as the Personal Care tasks are limited to those allowed under the Personal Care definition.)

- b. Skin Care – the routine application of lotion to unbroken, uninfected, undiseased skin surface.
- c. Mouth Care – assistance in care of teeth and mouth including care of dentures.
- d. Dressing – assistance with clothing as well as application of previously self-applied prostheses.
- e. Grooming – includes hair care, shaving, cleaning and filling of nails. (The diabetic consumer's nails may not be cared for by the personal care worker).
- f. Toileting – includes assistance with transfers on and off commode or toilet, emptying commodes and catheter bags.
- g. Ambulation and Transfer – includes steadying, support and supervision to assist a consumer with walking and transferring.
- h. Change of Position or Turning Consumer – does not include range of motion exercises, except when such care is under nurse management.
- i. Feeding – which may also include mashing of food for easier management and/or assistance in preparation and serving a meal.
- j. Medication – assistance with self-administered medication. Assistance is limited to reminding the consumer to take medications, placing medication within reach, obtaining the necessary equipment, pouring water for oral medication, opening bottle caps, checking dosage, storing the medication and reassuring the consumer that he/she has obtained and taken the correct dosage.
- k. Observation – reporting of changes in consumer conditions and needs as observed during performance of personal care.
- l. Instruction to Informal Caregivers – in the delivery of the above-listed activities.
- m. Respite to Informal Caregivers – from the provision of the above-listed activities.
- n. Personal Care services may also include provision of supplemental housekeeping service as long as the primary service rendered is for personal care. These activities may include:
 - o. washing dishes and clean up after meal preparation;
 - p. making beds and linen change for the consumer;
 - q. shopping for the consumer;
 - r. washing the consumer's personal laundry;
 - s. light housekeeping essential to maintain a healthful living environment for the consumer;
 - t. preparing and serving nutritious meals;

3. Training/Hiring of Personal Care Aides

Provider Agencies must follow the hiring and provisional hiring requirements specified in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries. Provider Agencies are responsible for ensuring that all Personal Care Aides meet the competency and training program requirements listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that each Personal Care Aide receives specific training

identified in the consumer's service plan.

In addition, all Personal Care Aides shall meet the qualifications outlined below as per PDA standards:

- a. Must be eighteen (18) years of age or older
- b. Have the required skills to perform Personal Care services as specified in the Service Plan
- c. Shall not be the spouse of the consumer or have a legal relationship with the consumer including but not limited to, Power of Attorney, Representative Payee, or Guardian
- d. Personal Care Workers must be oriented to the purpose and background of the AAA.
- e. Each person providing Personal Care services shall be trained for all services to be performed

Service Provider must implement standard annual training for Personal Care Aides which include signs of Elder Abuse and reporting requirements.

There must be assurance of compliance with Title VI of the Civil Rights Act of 1964, as amended, in recruiting.

There must be assurance of applicant's ability to read, write, and follow simple instructions.

In order to make available a variety of competencies, efforts should be made to recruit Personal Care Aides with knowledge of language and/or skills which address the special needs of older chronically ill individuals.

There must be assurance that Personal Care Aides comply with state and local health requirements related to communicable disease.

Personal Care Aides shall receive a copy of a job description, personnel policies, and wage scale for workers at the time of their employment and when there is a revision or change in these policies.

Wage scale shall be in conformity with applicable minimum wage laws. Compensation for overtime work shall be provided in accordance with current federal and state law.

The AAA is responsible for assuring that provider agencies will schedule and serve all consumers authorized for service without regard to race, religion, national origin, age, physical condition, functional limitations, or medical diagnosis.

All Personal Care Services provided shall be consistent with the Service Plan authorized by the AAA.

Supervision Standards:

All persons providing Personal Care Services must be supervised.

A Licensed Practical Nurse (LPN) licensed by the Commonwealth of Pennsylvania

shall serve in a non-supervisory consultative role and be available for consultation as needed. Consultation should include contact with supervisory staff and Personal Care Aide(s) and have the authority to intervene as needed.

Direct supervision of the Personal Care Worker includes:

- a. giving written and oral assignments and directions which include specific instructions on how care is to be rendered and how and what changes in the consumer's condition must be observed and reported;
- b. establishing schedules and monitoring job performance;
- c. at a minimum conducting probationary and annual performance evaluations and documentation of any performance activities in the Personal Care Aide's personnel file
- d. contact to consumers to determine satisfaction with the services provided by the Personal Care Aide and determining if the Personal Care Aide is following the tasks outlined in the service plan. Such contacts shall be documented in the Personal Care Aide's personnel file.
- e. documentation of demonstrated skill, competencies and training shall be maintained as part of the Personal Care Aide's personnel record.

Effective performance includes but is not limited to:

- arriving at and leaving the consumer's home when scheduled;
- satisfactory accomplishment of tasks outlined in the service plan and in the worker's written assignment;
- being aware of changes in consumer's needs and reporting these changes to the supervisor;
- consumer satisfaction with Personal Care worker's performance.

4. Consumer Records

Records shall be maintained for each individual for whom the service is provided and shall be maintained in a confidential manner. All entries by the Personal Care Aide and the supervisor shall be signed and dated.

The record should contain:

- a. data that identify the consumer;
- b. current service plan;
- c. the written assignment to the worker;
- d. Personal Care Aide daily log of service which indicates arrival and departure time and specific services provided;
- e. workers' comments and observations concerning the consumer's condition and his/her response to service including the reporting of changes and/or problems to the supervisor;
- f. statements of any change in consumer's condition as observed and reported by the Personal Care Aide and acknowledged by the supervisor; and
- g. statements of follow-up taken by the supervisor, including reporting to the Care Management unit of the AAA.

Provider Agencies shall have a system in place to verify dates, times, and tasks performed by the Personal Care Aide and that the information is consistent with the consumer's Service Plan.

Service Providers shall have supporting documentation of services provided including the date and time of each service, and what actual services were delivered.

5. Services Procedures

- a. The Personal Care agency receives a Service Plan from the AAA Care Management unit. The referral information will include consumer name and address, service requested, frequency, and duration, along with pertinent consumer information.
- b. A Personal Care Aide is assigned by the provider agency and service initiated within five (5) days of receipt of referral.
- c. The Personal Care Agency supervisor/manager conducts a home visit and provides consumer with introductory packet prior to the initiation of services. The introductory packet must meet the requirements established under 28 PA Code Chapter 611 Home Care Agencies. This meeting provides an opportunity for the consumer to become aware of the services to be provided, personal care agency contact information, etc. It is preferred that the Personal Care Aide accompany the Personal Care Agency supervisor/manager to the consumer's home to make introductions for all Personal Care consumer to explain procedures for: (1) absences from home by consumer; (2) Personal Care Worker no-shows; and (3) other relevant issues.
- d. All referrals for Personal Care service must include the standard AAA service plan requiring disposition by the Personal Care agency to be provided to the Care management unit in writing. The disposition can be written on the service plan or email to the designated care manager and shall be returned within seven (7) business days upon receipt of the service plan. The disposition shall include the name of the assigned Personal Care Aid, start date of service, and schedule (days of week, times of service).
- e. The Personal Care supervisor monitors ongoing service with regular supervisory meetings and by personal contact with the consumers.
- f. Recommended changes in service delivery patterns are to be communicated between the Personal Care Aide Supervisor and Care Management unit.
- g. Communications regarding hospitalizations, changes in scheduling, absences from the home, etc., need to be conversed between the Personal Care Aide supervisor and the Care Management unit on a regular basis.

- h. A coordinated approach to service delivery will be accomplished via consumer conferences involving provider agencies and AAA staff on an as needed basis or as directed by the AAA.
- i. All changes in the service delivery pattern that occur because of the Care Management reassessment process must be provided to the Personal Care agency in writing through a Service Plan prior to implementation of the change.

6. Grievance Procedures

Consumers who disagree with the service proposed in the Service Plan would appeal through the standardized Care Management Appeal process. Consumers indicating a problem with the Personal Care Agency would contact the Personal Care Aide supervisor. Consumer will have the opportunity to voice their opinion of the quality of the Personal Care service to the Area Agency on Aging through the Consumer Quality Survey function of the routine Personal Care monitoring function.

7. Monitoring/Evaluation

Staff of the Area Agency on Aging will conduct regular on-site monitoring visits at the provider agency's office. A review will be completed on the flow of units provided from the Request for Service through the monthly billing reports submitted to the Area Agency on Aging. Information to be reviewed will include but not be limited to: Unit Billing Reports, Personal Care/Consumer Log Books, Personal Care Time Sheets, Payroll Data, and Referral Data (Service Plan).

Staff of the Area Agency on Aging will also conduct random Consumer Satisfaction Surveys directly with Personal Care consumers. This quality assurance review will be initiated with Care Management files including Personal Care agency data and direct contact with the consumer. Feedback will be provided to the Personal Care agency regarding the Consumer Satisfaction Survey responses.

8. Reporting

Statistics are reported on a monthly basis. A unit of service is an hour (or one-quarter hour fraction thereof) of service spent with the consumer. Staff travel to and from the consumer's home, training, and supervisory time are not to be reported as units of service although their costs are allowable within the definition of service.

Units are to be reported as Personal Care units with respective unduplicated persons/counts.

9. Special Concerns

- a. Clearly outline transitional plans (if applicable) for insuring that no disruption of service will result due to a change in providers.

- b. Describe in detail policies to insure complete coverage for consumers at all times, regardless of circumstances involving but no limited to: Personal Care Aide absenteeism, resignation or termination of Personal Care Aides, etc.
- c. All referrals for Personal Care services must include the standard AAA Service Plan requiring disposition by the Personal Care Agency to be provided to the Care Management unit in writing. This can be accomplished via email, fax, or note on the returned Service Plan.
- d. Proposals need to include steps taken to insure compliance with Universal Precaution Procedures.
- e. Proposals need to include the service provider's tailored training program, competency requirements, recruitment and retention plan.

10. Consumer Protections

Consumer Rights – The consumer of home care services provided by a home care agency shall have the following rights:

1. To be involved in the service planning and to receive services consistent with the AAA service plan taking into consideration the individual's needs and preferences, except where the health and safety of the direct care worker is at risk.
2. Receive at least ten (10) calendar days advance written notice of the intent of the home care agency or home care registry to terminate services. Less than ten (10) days advance written notice may be provided in the event the consumer has failed to pay for services, despite notice, and the consumer is more than fourteen (14) days in arrears, or if the health and welfare of the direct care worker is at risk.
3. Prohibitions – No individual as a result of the individual's affiliation with a home care agency or home care registry may assume power of attorney, representative payee or guardianship over a consumer utilizing the services of that home care agency. The home care agency may not require a consumer to endorse checks over to the home care agency.

11. Information to be provided to the consumer

Prior to the commencement of services, the home care agency shall provide to the consumer, the consumer's legal representative or responsible family member an information packet containing the following information in a form that is easily read and understood:

- a. A listing of the available home care services that will be provided to the consumer by the Personal Care Worker and the identity of the Personal Care Worker who will provide the services.
Services listed must be consistent with the services provided in the AAA service plan.
- b. The amount, frequency and duration when those services will be provided consistent with the AAA service plan.

- c. Contact information at the Department of Health about licensure requirements for a home care agency and for compliance information about a particular home care agency.
- d. The Department of Health's complaint Hot Line and the telephone number of the local Area Agency on Aging.
- e. The hiring and competency requirements applicable to direct care workers employed by the home care agency.

PERSONAL EMERGENCY RESPONSE SYSTEMS

1. Definition

PERS is an electronic device which enables certain high-risk patients to secure help in the event of an emergency. The consumer may also wear a portable “help” button to allow for mobility. The system is connected to a phone and programmed to signal a response center once a “help” button is activated. The response center is staffed by trained professionals. PERS services are limited to those individuals who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time and who would otherwise require extensive routine supervision. By providing immediate access to assistance, PERS serves to prevent institutionalization of these individuals.

2. Standards

The program will lease Personal Emergency Response System (PERS) from an emergency medical response system (herein called vendor). Units leased will be maintained and guaranteed by the vendor. Each PERS shall include:

- Installation in the consumer’s home by a trained technician, including any needed phone jack modifications and devices.
- Two-way voice communication
- Inactivity timer
- Average range, waterproof, portable help button, with a 5 year battery
- Ability to self-test on-line status of all functions
- Mobil Units

Included as part of the monthly charge, the vendor shall, either directly or through subcontract, provide for ongoing provision of on-line emergency response center services for each consumer authorized. This shall include response to consumer self-testing, as well as daily provider testing, self-auditing and quality control, repair, replacement, and staff training.

The vendor will insure 24-hour staffing, by trained operators of the emergency response center, 365 days per year.

3. Certification, Standards and Safety

All PERS installed shall be certified as meeting standards for safety and use, as may be promulgated by any governing body, including any electrical, communications, consumer or other standards, rules or regulations that may apply.

4. **Installation**

It shall be the vendor's responsibility to deliver and install each Personal Emergency Response System unit that is purchased or leased by a trained technician. The vendor agrees to complete installation within 5 working days of receipt of the service order. Services will be billed in the month that PERS units are ordered and installed.

- a. The Care Manager will notify the vendor by fax or electronically of a request for installation. The vendor shall arrange with the consumer for a mutually-convenient appointment within 5 working days of the vendor's notification by the Care Manager.
- b. The vendor shall notify the care manager to confirm that installation has been completed.
- c. The vendor shall immediately notify the Care Manager if it is unable to schedule or complete an installation within the required time frame. The vendor shall provide all parts and equipment necessary for installing an emergency medical response system unit, whether purchased or leased, into a functioning telephone system.
- d. The vendor shall instruct the consumer in the use and maintenance of the PERS and shall provide the consumer with simple written instructions, including how to report a malfunction of the PERS.
- e. The vendor shall, upon request of the consumer or Care Manager, provide additional follow-up instructions to the consumer on operating and maintaining the PERS.
- f. The vendor shall forward to the Care Manager within 5 working days of the installation, either by email or by facsimile, a form signed by a vendor representative or employee and by the consumer or consumer's representative confirming the date of the installation and the consumer's understanding of the use and maintenance of the PERS.
- g. The vendor shall provide the Care Manager, consumers, and other persons (as needed to assure care), instructional materials and orientation in the operation of the PERS, stated in simple and understandable language.
- h. If any applicable regulatory, industry or manufacturer standards are changed, resulting in improvements or updating of equipment, the Care Manager shall be notified and each on-line consumer with leased equipment immediately shall be provided with said new equipment.

5. **Maintenance of Equipment and Service**

Vendor shall maintain all installed PERS in proper working order.

- The vendor shall make provision to insure that each installed PERS is operating properly at least once every 24 hours.
- Provision for the daily testing will preferably be automated and cause the least possible inconvenience for the consumer.
- The vendor shall follow-up with the consumer and notifies the Care Manager within

24 hours, or the next business day, of any PERS that is not operating properly. Malfunctioning equipment shall be required or replaced with 24 hours of notification of identification.

6. Provision of Service

Vendor shall maintain, either directly or through subcontract, a 24 hour Emergency Response Center Staffed with trained emergency response operators. The Emergency Response Center shall perform the activities that follow:

- a. Receive, acknowledge, and establish immediate 2-way communication in responding to emergency signals from consumers. The vendor immediately upon receiving a signal from a consumer's PERS, will retrieve the consumer's automated data records, establish immediate 2-way voice contact directly with the consumer via the incoming signal, and contact the consumer's representative, or take other emergency action as prescribed in the consumer records.
- b. Be capable or responding to multiple emergency singals simultaneously.
- c. Respond immediately to any and all signals from consumer's PERS and maintain appropriate contact until termination of the emergency situation.
- d. Notify a third-party, consumer-designated representative (e.g. neighbor, police, Emergency Medical System (EMS), etc.) to respond to an emergency via immediate telephone contact and without interrupting or terminating direct voice contact with the consumer.
- e. Monitor the provision of emergency service to verify that it has been provided and that the emergency situation no longer exists at the consumer's residence.
- f. Verify resolution of the emergency situation, document the incident as below, for future reference, and notify the care manager of the incident within 24 hours or the next business day.

7. Suspension and Termination of Service

The decision to remove a PERS is at the sole discretion of the Care Manager. For all PERS removal, notification will be by email or facsimile from the authorized Care Manager. Written authorization to terminate PERS service will be sent to the vendor. If the vendor is notified directly by a consumer's family or other representative to remove the PERS, authorization must first be obtained from the Care Manager.

- a. When a consumer with a PERS no longer requires such services, the Care Manager will discuss with appropriate staff and contact the vendor, so that the PERS may be transferred or removed.
- b. When a consumer's services are suspended because of the consumer's admission to the hospital, the Care Manager will notify and/or authorize the vendor to take the unit off-line. Services will be resumed to the consumer only after the Care Manage notifies the vendor. Payment for leased equipment will be made at the standard unit price as long as a unit remains in the home of a consumer.

- c. The vendor shall disconnect/remove a PERS from a consumer's residence within 5 working days of notification by the Care Manager.

8. Supervision

The vendor shall supervise all staff providing services covered by this contract, at a minimum of once a month.

It is expected that there will be a Supervisor available during working hours.

9. Staffing and Qualifications

- a. Trained Technician Employees shall possess:
 - Ability to work under supervision as employees of the agency.
 - Ability to communicate orally with the consumer and resource personnel with whom they must work, and both orally and in writing with their Supervisor.
 - Ability to read, write, follow written instructions and to converse easily on the telephone.
 - Training and/or paid or volunteer experience of one year or more, specifically related to the skills required to perform as an emergency response center employee. A written test shall be administered to and successfully completed by, an installation technician, by the vendor, pertaining to proper operation of the system and response to emergencies, or installation and repair of equipment, prior to being assigned on the job.

Ability to provide references as follows:

- b. Two verifiable work references; or
- c. One verifiable work reference indicating a minimum length of employment of one year; or
- d. State Police Criminal Clearance. FBI Criminal Clearance must be completed if the individual has not been a resident of PA for the past two (2) years;
- e. Two references, total, from a supervisor and/or instructors from an acceptable training program.
- f. Supervisors
 - Supervisors shall be capable of demonstrating and teaching all job skills needed to perform all aspects of the jobs of their employees.
 - Supervisors shall receive regular supervision by a designated administrative staff person.
- g. Administrative Staff

Sufficient administrative staff shall be employed to insure the efficient and effective provision of service under the contract.
- h. Consultant staff

Appropriate other staff shall be available for consultation regarding response, operation, training, or other matters requiring professional input.

I. General

The vendor will maintain sound personnel policies to minimize personnel turnover which would adversely affect the delivery of service

- j. Call Center Staff – must be trained to adequately handle emergency calls

10. Training

- a. In-service training sessions must be offered to all direct consumer contact employees. Subject areas covered should relate to relevant aspects of service delivery, trends or advances in the field, or identified problems or gaps in knowledge. Programs on vendor policies and procedures are necessary but should not constitute the majority of any session.
- b. The vendor will use, and have on file, written training materials and procedures.
- c. For staff with demonstrated personal characteristics and abilities, training in how to work with consumers having special mental health or other complex needs is encourage.

11. Insurance

Agencies who wish to provide Personal Emergency Response System services will be required to attest to having the following types of insurance in amounts consistent in the industry:

- a. General liability
- b. Automobile liability if vehicle is company owned.
- c. Workman Compensation as required by law
- d. Employer's liability of accident and disease
- e. Providers Certificate of Insurance

12. Service Reporting

Vendor's providing Personal Emergency response services must comply with all reporting requirements specified by the AAA.

13. Scheduling

Days and times scheduled for Personal Emergency Response services must be consistent with the Care Plan provide by the AAA.

14. Confidentiality

All agencies that provide Personal Emergency Response services must comply with all federal, state and local laws relating to research on human subjects and consumer confidentiality.

15. Evaluation/Monitoring

Project evaluation will be completed according to guidelines by the Pennsylvania Department of Aging and the B/S/S/T AAA. The AAA will monitor and evaluate services based on monthly and annual summaries of program and financial reports.

Data reflecting the number of persons identified, type or classification of need identified, type and length of service provided, and type and frequency of contact will be collected for used in the evaluation of the project.

16. Reporting

PERS statistics shall be reported on a monthly basis. One (1) unit is an installation of a PERS or a one-month lease.

Vendor's will provide monthly report of emergency usage.