FY 2025-2026
SCOPE OF SERVICE
PERSONAL CARE - AGENCY MODEL

I. PURPOSE

A. To provide in-home community-based Personal Care services in assigned service area(s) for individuals eligible for Care Managed services. The Allegheny County Department of Human Services/Area Agency on Aging (ACDHS/AAA) will be the provider of last resort and provide services only when other methods of payment are unavailable or exhausted.

B. To provide services to qualified individuals in their own homes by trained, supervised workers when no family member or other responsible informal caregiver is available for or capable of providing such services, or to provide occasional relief to the person regularly providing such services. Services specifically exclude Home Health and medical care.

C. To provide services in such a way as to encourage consumers to maintain or improve their level of functioning and independence and to live with as much dignity as possible.

II. DEFINITIONS

A. Aging & Disability: See WellSky Aging & Disability

B. IMT: Integrated Monitoring Tool

C. Integrated Monitoring Tool (IMT) Application: Supporting improved quality, efficiency and collaboration of DHS monitoring efforts, the Integrated Monitoring Tool (IMT) captures key details and summary results from every monitoring visit and shares them across DHS offices. The application is built around administration, policy and procedure, staffing and personnel, environment, service delivery and outcomes.

D. Master Provider Enterprise Repository (MPER): A repository of key CONTRACTORS' demographic data for all CONTRACTORS who provide services for DHS. DHS applications use MPER to validate AGREEMENT, services, facilities, rate information and document program funded budgets and invoices to facilitate documentation of services rendered and claims information by CONTRACTORS. CONTRACTORS are required to keep all agency information including but not limited to contacts, facilities and service offering information up to date.

E. WellSky Aging & Disability (formerly SAMS): The Pennsylvania Department of Aging's mandated information system used by ACDHS/AAA and CONTRACTORS to document and track specific services provided to consumers with ACDHS/AAA funding and demographics. The application is also known as Aging & Disability.

Also, see Aging Program Directive (APD) referenced below.

III. AGING PROGRAM DIRECTIVE (APD)/FEDERAL/STATE REGULATORY REFERENCES

Organizations providing services outlined in this Scope of Service shall comply with all federal and state directives listed below:

A. Chapter IV - OPTIONS Program Directive – Issuance of Aging Policy and Procedure Manual Chapter IV: OPTIONS

B. Appendix A. 1, OPTIONS Program Service Standards. OPTIONS Chapter VIII Service Standards

C. Pennsylvania Code, Title 6, Chapter 15: Protective Services for Older Adults http://www.pacode.com/secure/data/006/chapter15/chap15toc.html

D. Appendix E.2 of the OPTIONS Program appx e.2 28 pa code chapter 611_home care agencies-home care registries regulations.pdf

This Scope of Service is subject to change based on changes to the above directives.

IV. PERFORMANCE EVALUATION

Each contract year the ACDHS/AAA will outline clear standards of acceptable performance to which the CONTRACTOR will be held. These standards relate to compliance with applicable policies, regulatory guidelines, Scopes of Service, Contract Workstatements, and Performance Based Contracting (PBC), where applicable. Standards are set to support quality service that meets or exceeds the needs of the consumer, and to optimize the impact of the service provided.

The CONTRACTOR is responsible for adhering to the timelines in reporting its compliance to the Scopes of Service and using findings to build on its strengths and develop strategies on opportunities, through a continuous quality improvement process.

Monitoring tools outlining acceptable evidence are used in evaluating compliance with regulatory requirements, service standards, documentation, and reporting requirements.

A progressive performance intervention plan is used to determine ACDHS/AAA response to contract non-compliance. The monitoring tool applicable to this Scope of Service is:

Allegheny County Department of Human Services
Area Agency on Aging
Personal Care-Agency Model and Home Health Services
Monitoring Tool

DHS Monitoring utilizes the Integrated Monitoring Tool (IMT). As such, for all monitoring visits, all service providers are required to access and upload documentation via the online application. For each monitoring visit, the county will utilize IMT to share important monitoring documents. Service providers are required to complete the monitoring process through IMT.

V. SERVICE STANDARDS, REPORTING AND DOCUMENTATION REQUIREMENTS

In addition to the requirements in the above referenced regulations, the following standards apply:

A. Provider will meet or exceed application and licensing requirements, provide current license and most recent licensing monitoring results upon request and:

1. At the start of this contract Provider will have an administrative and/or supervisory office within a reasonable distance from the ACDHS/AAA office to allow for cost effective and efficient communications between the offices. This office should be able to resolve questions and problems.

2. Unit rates will be no higher than Provider's private pay fee schedule.

B. Consumer Confidentiality

1. Security of consumer files will be maintained.

2. Every precaution will be pursued to maintain confidentiality of consumer information, particularly when sharing with other Providers

a. Only those portions of the care plan, which pertain to a specific service or Provider, will be communicated to the appropriate parties involved in providing service to the consumer.

b. Consumer permission must be obtained in writing, in order to share this information.

C. Consumer Records

Provider will maintain standardized individual files for each consumer. The record keeping system must ensure uniformity and consistency in documentation of the service provision. All entries by workers and the supervisor will be signed with their full signatures, including first and last names, and dated.

The consumer's record must contain hard copies of the following information:

1. WellSky Aging & Disability Registration Form.

2. WellSky Aging & Disability service order with the current prescription.

3. The written worker assignment including worker's name and start date of service.

4. Documentation of each visit made to the consumer will include the worker's daily log of service. This should indicate the arrival and departure times, specific services provided and the signature for each date of service from the consumer or a family member. The worker is prohibited from signing in lieu of consumer. Documentation from an automated time tracking system can replace time slips.

5. Worker's 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 (office staff may document workers' comments but the documentation must be unedited). Changes and/or problems must be acknowledged by the supervisor.

6. Statements of follow-up action taken by the supervisor, including reporting consumer changes and/or problems to the Care Manager, when indicated.

D. Initiating Service

1. Service volume and delivery will be adjusted at the discretion of ACDHS/AAA.

2. Service delivery will be initiated within five (5) working days of receipt of the service order.

3. In exceptional circumstances, service delivery will be expedited upon the verbal request of only the ACDHS/AAA OPTIONS Program Supervisor or designee. A follow-up email will be sent for confirmation.

E. Hours of Operation and Service Area

1. Services will be available seven (7) days per week, as prescribed by the Care Manager, based on the consumer's input and needs. Reimbursement will be at the contracted unit cost.

2. There are three (3) specific geographic service areas in Allegheny County. ACDHS/AAA expects that a provider will anticipate the factors that need to be addressed in order to meet the needs of each consumer. The Provider's workstatement will indicate which area(s) the Provider will serve.

F. Units of Service

1. Personal Care is normally ordered in a one (1) hour minimum block of time. One (1) unit Personal Care equals one (1) hour.

2. Recording Partial Service Delivery – A unit of service = 1 hour. Partial units of service delivery are to be recorded in quarter hour increments including .25, .50 and .75 units. Provider can bill a quarter hour when service is delivered for more than 7½ minutes.

Example: Prescription is for 2 units / hours, service is scheduled for 10 a.m. until noon.

Start Time	End Time	Units
10:00 a.m.	11:02 a.m.	1.00
10:00 a.m.	11:08 a.m.	1.25
10:00 a.m.	11:37 a.m.	1.50
10:00 a.m.	11:40 a.m.	1.75
10:00 a.m.	11:50 a.m.	1.75
10:00 a.m.	11:58 a.m.	2.00

G. Scheduling

1. To ensure responsive delivery of services, Provider and Care Manager have specific roles and must be in close communication. The Care Manager develops the care plan specifying the level of service, the total number of hours per day, the days and times, if appropriate, for service and the tasks to be performed. All changes (increases, decreases, holds, continuations and terminations) will be authorized by the Care Manager. Provider will notify Care Managers in writing when there is a pattern of deviation from the service as ordered.

   Provider will deliver on Service Orders (consumer-driven not counted)

   Target is 90% of Ordered Services.

2. At the start of the contract ACDHS/AAA will inform Provider of the dates on which premium rates will be paid for official national holidays. Reimbursement at the one hundred fifty percent (150%) rate will be paid only with prior Care Manager notification and approval for Personal Care services delivered on the following designated holidays:

   - Fourth of July
   - Labor Day
   - Thanksgiving Day
   - Christmas Day
   - New Year's Day
   - Memorial Day

   Prior to each designated holiday, the Care Manager will enter a service order in WellSky Aging & Disability to authorize holiday time for consumers for whom Personal Care services will be reimbursed at the premium rate.

   Note: Services provided on a holiday without a service order in WellSky Aging & Disability specifying holiday service will be reimbursed at the regular rate.

3. Payment will be denied if service is provided in a fashion not specified in the care plan or if a worker stays longer than the prescribed time without adequate justification and Care Management approval.

H. Back-Up Services

1. Provider will have sufficient numbers of designated alternate workers to deliver service in the absence of the regular worker. To the extent possible, workers should consistently provide services to the same consumers and report regularly at the times and days agreed upon.
   The Provider will offer a replacement worker to the consumer 100% of the time, and record this through Activities and Referrals in the consumer's WellSky Aging & Disability file.

2. If Provider chooses to staff a case with a more highly skilled employee, Provider may only bill at the prescription rate.

I. Missed Services/Undelivered Hours

1. Provider will notify the consumer at least one (1) hour prior to service delivery when a different worker is assigned.

   The Provider will record this Activities and Referrals in the consumer's WellSky Aging & Disability file.

2. Provider will notify the consumer and the Care Manager in a timely manner if services cannot be provided on the day and/or at the time prescribed and arrange for an alternative time.

3. If Provider is unable to provide alternative services for the consumer within a safe and reasonable period, not to exceed five (5) working days, Provider will notify Care Manager, and services will be arranged through another provider.

4. All notification to the consumer's Care Manager regarding undelivered hours will be documented. Missed service delivery must be reported to the Care Manager by entering an Activity in WellSky Aging & Disability within five (5) business days from when missed service delivery occurred.

5. Provider accurately records missed services with Activities and Referrals in WellSky Aging & Disability 100% of the time.

6. If consumer cancels on the day of a scheduled service or does not allow entry to the home when the worker arrives, Provider may bill for the full amount of that service date. Provider must notify Care Manager of recurrent refusals.

J. Quality Assurance

On an annual basis, provider will engage at least 10% of consumers served in a quality assurance contact through completing one (1) of the following activities:

1. Annual / bi-annual satisfaction survey of all, or a random sample of, consumers served (phone, email, mail, or in-person).

2. New consumer satisfaction survey implemented at least 30 days following service start date with all, or a random sample of, new consumers (phone, email, mail, or in-person).

3. Consumer contact phone call with all, or a random sample of, consumers served in which quality of services and consumer satisfaction is discussed and documented in the consumer record.

4. Consumer contact home visit with all, or a random sample of, consumers served in which quality of services and consumer satisfaction is discussed and documented in the consumer record.

K. Emergencies

Provider will have a written contingency plan outlining emergency operation procedures.

At all times, the emergency plans of CM Providers must be current, actionable, routinely updated, practiced, followed and, at a minimum, be in compliance with the ACDHS/AAA Emergency Response Plan. The ACDHS/AAA Emergency Plan is found on the Allegheny County website:

https://www.alleghenycounty.us/Services/Human-Services-DHS/DHS-Annual-Plans-and-Budgets

The plan will include the following provisions:

1. ACDHS/AAA Entry, Advocacy and Oversight Division Chief or designee will be notified by 9:00 a.m. on those days when service will be cancelled or reduced.

2. If services cannot be delivered because of severe weather conditions, or another emergency, Provider will contact each consumer to:

    a. Assess the consumer's situation, safety, health and the availability of adequate heat and food.

    b. Reschedule service.

3. Provider will immediately notify the Care Manager of any consumer whose safety or health is jeopardized or who is without adequate heat or food.

L. Personnel

1. Policies

    Provider will:

    a. Notify ACDHS/AAA, in writing, of changes at the administrative level in advance, if known, or immediately upon such change.

    b. Maintain sound personnel policies structured to minimize personnel turnover, which would adversely affect the delivery of service. Turnover can be minimized by providing competitive wages commensurate with the required job skills, as well as incentives in the form of bonuses and/or fringe benefits for workers who have given continuous and satisfactory performance.

    c. Assure availability of a staff person to accept phone communication during normal business hours.

2. Staffing

Staff will include:

Administrator - Overall office responsibility for ACDHS/AAA contract compliance.

RN/LPN/CNA/HHA Supervisor - Trains, orients and is administratively responsible for the supervision of field personnel. This staff person must be either a Registered Nurse, Licensed Practical Nurse, Certified Nurse Assistant or Home Health Aide

Scheduler/Coordinator - Coordinates all workers' schedules to provide services as referred by ACDHS/AAA.

a. Recruitment

i. Provider will establish an effective, ongoing program of staff recruitment.

ii. Workers should have good physical and mental health, good moral character and maturity of attitude toward work assignments. Every worker will have a high school diploma/G.E.D. or be able to read, write and follow simple instructions.

iii. Provider will conduct a face-to-face interview with the worker.

iv. Provider will obtain at least two satisfactory references for the worker.

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

vi. This contract must ensure that personal care workers receive a minimum hourly wage of $10.00 per hour ($12.00 is recommended). Overtime work is compensated in accordance with current federal and state laws.

3. Criminal History Record Check

a. Provider will require applicants to submit to a Pennsylvania State Police (PSP) background check using the PA Access to Criminal

History at Pennsylvania Access To Criminal History - Home (pa.gov)Substitute clearances are not acceptable. The report must be dated within one (1) year prior to their employment start date.

b. Applicants applying for employment as a member of the office staff and owner/owners are also required to obtain a criminal history report.

c. If an applicant supplies their own Pennsylvania State Police background check, Provider must then access and print the report from Pennsylvania Access To Criminal History - Home (pa.gov)and place it into the personnel file. The report must be dated within one (1) year prior to their employment start date.

d. All requests for FBI background checks must be made directly through IdentoGO at www.identogo.com/locations/pennsylvania . In addition, applicants who have not been PA residents for two (2) consecutive years, without interruption and immediately preceding the date of application for employment, must obtain original PA Department of Aging FBI background check from IdentoGO in addition to the PSP background check from epatch.

e. Results from the FBI background check will be sent directly to the applicant with instructions to the applicant to show the results to the agency or facility at which they have applied for employment. The agency must retain a copy of the FBI background check in the applicant's file.

f. If either the epatch or the FBI background check result in positive findings, then the agency or facility must consider the following factors in the hiring decision: (1) nature of the crime; (2) facts surrounding the conviction; (3) time elapsed since the conviction; (4) evidence of individual's rehabilitation; and (5) nature and requirements of the job. Documentation of consideration of these factors must be included in the employee's personnel file.

g. The agency or facility will make the final employment determination on all applicants.

Note: Staff may not directly work with consumers until the appropriate criminal history clearance/clearances are received and documented in their personnel file.

4. Physical Examination and Health Screen

   a. Any staff person, who visits consumers in their homes, must comply with federal, state and local health requirements related to physical examinations and communicable disease screenings.

   b. Any staff person, who visits consumers in their homes, must have a physical examination within one (1) year prior to employment by a physician, or a nurse practitioner or physician's assistant under the direction of a physician. The report must state that the staff person is capable of completing the work of an in-home services direct care worker/supervisor.

   c. After the initial physical, any staff person, who visits consumers in their homes, must have a health screen by an RN every other year thereafter indicating the same.

5. Communicable Diseases

   a. When caring for consumers with communicable diseases, ACDHS/AAA expects Provider to follow procedures recommended in the (CDC) guidelines and Occupational Safety & Health Administration (OSHA) regulations. (The CDC toll free number is 1-800-232-4636.)

   b. Providers are also expected to provide appropriate protective articles such as, but not limited to, aprons, gloves and masks and to have in-services on universal precautions.

   c. Based on CDC guidelines, Provider will develop a written policy regarding communicable diseases.

   d. Provider will notify the ACDHS/AAA Program Administrator upon determining or learning from another source that a consumer has a communicable disease.

6. Training and Competency

   a. No Personal Care service may be rendered to a consumer by a worker prior to demonstration of his/her competency in performing the specific service assigned. The competency training and examination must meet the requirements of Pennsylvania Code, Title 28, Subpart H, Chapter 611.55 subsections (b) and (c). http://www.aging.pa.gov/publications/policy-procedure-manual/Documents/Appendix%20C%20Home%20Care%20regulations.pdf

b. For each broad area of training, an appropriate professional shall provide instruction. Skills training in personal care techniques must be completed by a Registered Nurse (RN), Licensed Practical Nurse (LPN), Certified Nurse Assistant (CNA) or Home Health Aide (HHA).

c. Twenty (20) hours of basic training must be provided within the first three months of employment. The requirement for completion of the twenty (20) hours of training may be waived if a worker provides documentation of completion of related training that includes demonstrated competency in all skilled areas.

d. Additional four (4) hours of training annually after competency training.

e. Competency is demonstrated by worker passing a written competency exam and a skills demonstration that incorporates all skill areas included in the basic training. Both the written competency exam and the observation of the skills demonstration by the training instructor must be completed and documented even if training is waived.

f. The agency must review the worker's competency at least once per year after initial competency is established through direct observation, testing, training, consumer feedback or through a combination of methods. The annual competency review must be completed within 365 calendar days.

7. Supervision

a. OPTIONS Personal Care workers may be supervised by an RN, LPN, CNA or HHA. The Certified Nurse Assistant must have one (1) year experience as a CNA. The Home Health aide must have three (3) years of experience as an HHA.

b. Supervision must occur in a consumer's residence initially, with the supervisor accompanying each worker new to Provider on his/her first home visit.

c. Subsequent to the initial supervisory visit, the worker must be supervised in a consumer's home at the time of the annual competency review. The annual supervisory review must be completed within 365 calendar days.

d. The RN supervisor will not provide nursing care or professional services to consumers under this contract.

8. Personnel Files

Provider will maintain standardized individual files for all Personal Care staff. The record keeping system must ensure uniformity and consistency in documentation. Information documented in the personnel file must be in sufficient detail to assure compliance with all personnel requirements. The file must contain:

a. Documentation of face-to-face interview and two references;

b. Documentation of completion of orientation;

c. Copy of current job description;

d. The original report of criminal history record information from the Pennsylvania State Police background check (epatch) and, if required, the FBI criminal history results;

e. Documentation of consideration of any positive criminal history findings prior to employment;

f. Documentation of physical examinations

g. Copies of applicable professional licenses;

h. The results of a written competency exam and documentation of skills observation;

i. Documentation of completion of twenty (20) hours of initial training or waiver of training;

j. Documentation of four (4) hours of annual training.

k. Documentation of supervision consistent with the requirements set forth for OPTIONS consumers.

M. Coordination with Care Management Providers

1. Care Managers providing services under contract with ACDHS/AAA have primary responsibility for monitoring the plan of care for each consumer.

2. Changes in consumer functioning, health or situation will be reported to the consumer's Care Manager as soon as possible, but no later than the end of the working day on which the change has been noted. Following hospitalization, services will resume only after the Care Manager's re-authorization.

3. Issues with Service Deliveries or Orders should be brought to the attention of the care management agencies for resolution prior to contacting the ACDHS/AAA.

N. Exclusions

1. It is prohibited for workers to accept gifts, bequests, loans, gratuities and emoluments from consumers. This prohibition will appear in Provider's signed agreements with staff, work rules, handbooks, training, job descriptions, and personnel policies.

2. Collection of voluntary contributions is specifically prohibited under this contract.

3. Workers will not possess keys to a consumer's home.

4. Transporting consumers in any personal vehicle is prohibited.

5. Money management such as budgeting, paying bills and cashing checks is prohibited.

6. Violation of these rules is cause for dismissal by Provider. Failure of Provider to enforce this prohibition is cause for termination of the contract.

O. Meetings

1. ACDHS/AAA will arrange and coordinate meetings, including case conferences with Care Management providers, as needed for efficient delivery of services under this contract.

2. Attendance at these meetings by staff responsible for administration and implementation of this contract is mandatory.

3. Participate 100% in Case Conference requests.

P. Electronic Information Management Minimum Systems Requirements. The PDA mandates the use of WellSky Aging & Disability as the CM consumer database for the CM Program. CM Providers must utilize the WellSky database. A stand-alone installation installs a single instance of WellSky Aging & Disability on a machine, with MSDE/SQL data base components, and requires the following:

- Windows 8 or higher
- PC Processor 2 Ghz or better
- 3 GB RAM (Minimum) 4GB RAM (Recommended)
- Internet Explorer 10 or higher

- E-mail capability
- Latest version of Microsoft Silverlight (required for WellSky Aging & Disability)

System Updates. CM Providers must have the capability to respond to any changes in WellSky Aging & Disability requirements indicated by the ACDHS/AAA or the Pennsylvania Department of Aging (PDA) during the term of the contract.

1. Provider will have the capacity/ability to retrieve and submit data, information, reports and other communication through electronic internet capabilities within a timeframe specified by ACDHS/AAA. Failure to receive or read ACDHS/AAA communications sent to Provider MPER e-mail address in a timely manner does not absolve Provider from knowing, responding to or complying with the content of that communication.

2. Provider is responsible for accurately recording all consumer service and program data into the appropriate information management system (WellSky Aging & Disability) by the seventh (7^{th}) working day of the month for the prior month's transactions.

3. Provider is responsible for coordinating appropriate information management system training (WellSky Aging & Disability) and the transfer of knowledge and information to existing and new staff.

4. Provider is responsible for regularly running and reviewing rosters and service order reports to ensure proper service delivery and timely/accurate billing.

VI. RESPONSIBILITIES/EXPECTATIONS OF THE PROGRAM OFFICE (ACDHS/AAA)

ACDHS/AAA will support Provider in meeting service standards and requirements by providing the following:

A. Timely communication and written correspondence regarding mandated applicable Pennsylvania Department of Aging and Allegheny County requirements, and any changes to these requirements that occur during the contract period;

B. Program monitoring and evaluation to assure compliance with Pennsylvania Department of Aging and Allegheny County requirements specified in the terms of this contract;

C. Timely communication and written correspondence regarding the outcome of program monitoring and evaluation activities;

D. Technical assistance as needed regarding program requirements;

E. Technical assistance, direction and cooperation to assist Provider in satisfactorily recording program and service data into the appropriate information management system (WellSky Aging & Disability).