

# **COUNTY OF BERKS**

## **Request for Proposals #25-04-GR**

### **Pennsylvania Medicare Education and Decision Insight (PA MEDI) for the Berks County Area Agency on Aging**

**Issued on  
February 10, 2025**

#### **Pre-Proposal Conference**

**Wednesday, February 26, 2025, at 10:00 A.M., Local Prevailing Time  
Refer to Section 1, paragraph 1.2 for details**

#### **Submittal Deadline:**

**Thursday, March 27, 2025, by 2:00 P.M., Local Prevailing Time  
Refer to Section 5, paragraph 5.1 for submittal instructions.**

#### **County's Point-of-Contact for this RFP**

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Website: [www.berkspa.gov](http://www.berkspa.gov)**

This Request for Proposals (RFP) package consists of 234 pages including this cover page and the Table of Contents page. If the RFP package you received is missing any pages, contact the County of Berks Purchasing Department by telephone at (610) 478-6168.

## **TABLE OF CONTENTS**

### **SECTIONS**

<b>One</b>	<b>Introduction and Instructions</b>
<b>Two</b>	<b>Method of Vendor Selection</b>
<b>Three</b>	<b>Standard Contract Information</b>
<b>Four</b>	<b>Scope of Work</b>
<b>Five</b>	<b>Proposal Format and Content</b>
<b>Six</b>	<b>Evaluation Criteria and Process</b>

### **ATTACHMENTS**

<b>Attachment A</b>	<b>Proposed Form of Agreement and General Conditions</b>
<b>Attachment B</b>	<b>HIPPA Agreement</b>
<b>Attachment C</b>	<b>Non-Collusion Affidavit</b>
<b>Attachment D</b>	<b>PA MEDI Volunteer Handbook</b>
<b>Attachment E</b>	<b>Volunteer Risk and Program Management Policy Manual</b>
<b>Attachment F</b>	<b>PA MEDI Risk Assessment</b>
<b>Attachment G</b>	<b>PA MEDI Spending Plan</b>
<b>Attachment H</b>	<b>PA MEDI Work Plan</b>
<b>Attachment I</b>	<b>PA MEDI Contingency Plan</b>
<b>Attachment J</b>	<b>PA MEDI Budget Form</b>
<b>Attachment K</b>	<b>Worker Protection and Investment Certification Form BOP-2201</b>
<b>Attachment L</b>	<b>How to join and participate in a Microsoft Teams Meeting</b>

## **SECTION ONE - Introduction and Instruction**

### **1.1. Purpose of this Request for Proposals (“RFP”)**

The County of Berks (hereinafter “County”), a municipal corporation with its principal office in Reading, Pennsylvania is soliciting competitive sealed proposals (a “Proposal”) from professional firms (each a “Proposer”) that are interested in and capable of providing Pennsylvania Medicare Education and Decision Insight (“PA MEDI”) as further detailed in the Scope of Work of this RFP (inclusive of all tasks, deliverables and products required herein, “Services”). If the County elects to make an award to a Proposer in connection with the Services, the Proposed Form of Agreement and General Conditions included as Attachment A to this RFP as well as all documents incorporated therein shall form the entire agreement between the County and the successful Proposer (“Agreement”).

### **1.2. Pre-Proposal Conference**

A pre-proposal conference will be held through a live broadcast using Microsoft Teams on Wednesday, February, 26, 2025, beginning promptly at 10:00 A.M. The Proposers may participate in the pre-proposal conference of this Request for Proposal through a call-in number or utilizing Microsoft Teams. The Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific RFP.

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

The purpose of this meeting is to conduct a question and answer session regarding this RFP package to maximize the Proposer’s understanding as to what is required. Should questions asked and answers given at the pre-proposal conference potentially alter the intent or scope of the RFP, the County will issue an addendum to the RFP to formally modify the RFP. This RFP cannot be modified by, and Proposers shall not rely on, comments made during the pre-proposal conference except as set forth in an addendum.

All Proposers who have received the RFP package from the County will receive notification of the issuance of the addendum.

### **1.3. Due / Opening Dates**

The deadline for the County’s receipt of Proposals is 2:00 P.M., local prevailing time, Thursday, March 27, 2025 (“Proposal Deadline”). The County Controller’s time clock shall be considered the official time. Proposals received after the Proposal Deadline will not be considered. Refer to Section 5, paragraph 5.1 for specific Proposal submittal instructions.

Proposals will be opened publicly at 2:15 P.M., on Thursday, March 27, 2025. Proposers may attend the proposal opening through a live broadcast using Microsoft Teams. A summary of Proposals received (Proposer name) will be posted on the Purchasing Department’s page of the County’s website

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

This Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific RFP:

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

Refer to Attachment L for detailed instruction on how to participate in the opening through a Microsoft Teams meeting. *Only the name of each Proposer will be read publicly. All other information contained in each Proposal shall be treated as confidential so as to avoid disclosure of contents prejudicial to competing Proposers.*

**1.4. Amendments to Submitted, Unopened Proposals**

Amendments to or withdrawals of submitted, unopened Proposals will only be allowed if requests are received by the County prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless they are in response to the County's request.

**1.5. Required Review of RFP Package**

Proposers shall carefully review this RFP for defects, inconsistencies, or ambiguities. Comments concerning defects, inconsistencies or ambiguities must be made in writing and received by the RFP's point-of-contact (see cover page), at least ten (10) business days prior to the Proposal Deadline. This will allow for the issuance of any necessary addenda.

All questions must be in writing and directed to the RFP's point-of-contact. This RFP cannot be modified except by written addenda issued by the County. The decision on whether an addendum is required shall be made by the County in its sole discretion.

*If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the County's Purchasing Department. It shall ultimately be the responsibility of the Proposer to check and download Addenda from the County's website.*

**1.6. Receipt of RFP Package**

The County's Purchasing Department is the sole authority to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source, may be working from an incomplete set of documents. The County assumes no responsibility for an error, omission, or misinterpretation resulting from a Proposer's use of an incomplete RFP package.

Proposers who have received the RFP package from a source other than the County Purchasing Department, are advised to contact the Purchasing Department to provide their Proposer's name, address, telephone number, fax number, and contact name. This will ensure that the Proposer will receive all communication regarding the RFP such as Addenda.

Proposers who have received the RFP package by downloading it from the County's website and have not provided their Proposer's information to the County's Purchasing Department are responsible for checking the website to obtain any Addenda issued for the RFP.

**1.7. Preparation Costs**

The County will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the County rejects a Proposal or does not award an Agreement to any particular Proposer, the Proposer agrees that it will not seek to recover lost or expected profits, Proposal preparation costs or claims for unjust enrichment.

**1.8. Public Information**

All Proposals and other material submitted become the property of the County and may be returned only at the County's option. Information contained in the Proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws (65

P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Agreement is executed by the County. Thereafter, the Proposals will become public information. Requests for photocopies of public records must be made to the Open Records Officer and will be provided to the requestor for a nominal per page fee.

Trade secrets and other proprietary data contained in Proposals may be held confidential, if the Proposer requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality.

## **1.9. Reservation of Rights**

**1.9.1.** The County reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- 1.9.1.1.** To reject all Proposals and re-issue the RFP at any time prior to execution of the Agreement; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- 1.9.1.2.** To reject any Proposal if, in the County's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth in Section 5 herein, or it is otherwise in the best interest of the County to reject the Proposal.
- 1.9.1.3.** To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Agreement.
- 1.9.1.4.** To accept or reject any or all of the items in any Proposal and award the Agreement for the whole or only a part of any Proposal if the County determines, in its sole discretion, that it is in the County's best interest to do so.
- 1.9.1.5.** To reject the Proposal of any Proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable, or is otherwise not a responsible Proposer.
- 1.9.1.6.** To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the County's sole judgment, material to the Proposal.
- 1.9.1.7.** To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- 1.9.1.8.** To request that one or more of the Proposers modify their Proposals or provide additional information.
- 1.9.1.9.** To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.

- 1.9.1.10. To require that Proposers appear for interviews and/or presentations of their Proposals at County offices.
  - 1.9.1.11. To inspect programs similar in type and scope to the work sought in this RFP and/or to inspect the Proposer’s facilities to be used in furnishing goods or services required by the RFP.
  - 1.9.1.12. To conduct such investigations as the County considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.
- 1.10. Any and all protests related to this solicitation are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website: <https://www.berkspa.gov/departments/purchasing/itb-rfp>

**1.11. RFP Timeline**

Following is the County’s estimated timeline for the RFP process:

Issue RFP	Monday, February 10, 2025
Pre-Proposal Conference	Wednesday, February 26, 2025
Cutoff for Submission of Written Questions (10 business days before due date)	Thursday, March 13, 2025
Deadline for Submission of Proposals	Thursday, March 27, 2025
Opening of Submitted Proposals	Thursday, March 27, 2025
County’s Review of Proposals	March 28, 2025 to April 25, 2025
Notify Short List Firms	Monday, April 28, 2025
Interview Short List Firms	May 1 – May 2, 2025
Issue Notice of Contract Award	Friday, May 30, 2025
Commencement of Work	Tuesday, July 1, 2025

**SECTION 2 – Method of Vendor Selection**

**2.1. Interviews with Short List Firms**

The County may, in its sole discretion, elect to conduct interviews with one or more Proposers. The purpose of an interview will be to clarify and assure the Proposer’s full understanding of, and responsiveness to, the solicitation requirements. Revisions to a Proposal may be permitted after submission and before the County’s execution of the Agreement for the purpose of obtaining best and final offers with the County’s approval. The individual identified in the Proposal as the Program Manager, must be in attendance at the interview.

**2.2. Right to Negotiate**

After the County’s completion of the Proposal evaluation process, including any interviews held with Proposers during the evaluation process, the County may elect to initiate negotiations with one or more Proposers for modification of any component of the Agreement, including, without limitation, the scope of services, price or schedule for completion. The option of whether or not to initiate or terminate negotiations rests solely with the County, which may be exercised at any time.

### **2.3. Award of Contract**

- 2.3.1.** If the County elects to award the Agreement pursuant to this RFP, it intends to award the Agreement to the responsible and responsive Proposer whose Proposal is determined to provide the best overall value to the County. The County intends to award a three (3) year Agreement term with the option of extending the term of the Agreement for two (2) additional one (1) year periods upon the mutual agreement of the parties. The Vendor should be prepared to begin work on July 1, 2025.
- 2.3.2.** At the option of the County and the agreement of the Proposer, the agreement may be extended for an additional twelve (12) months; at the option of the County and with the agreement of the Proposer, the agreement may be extended for a second additional twelve (12) months. The cost per unit of service for any additional twelve (12) month period shall be negotiated between the County and the Proposer and agreed to no later than ninety (90) days before the end of the prior agreement term. Any increase in the cost per unit of service for any additional twelve (12) month period is limited to the percentage increase provided in the County's Regular Block Grant categorical allocation. Failure to agree on a guaranteed cost per unit of service provided for any additional twelve (12) months may require the County to re-solicit.
- 2.3.3.** The County reserves the right, upon notice to the Proposer, to extend the term of the Agreement for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in agreement coverage and only for the time necessary, up to three (3) months, to enter into new Agreement and to ensure a smooth transition process for consumers.
- 2.3.4.** This option provision shall be within the sole and exclusive discretion of the County to exercise and shall not obligate the County to extend the Agreement.
- 2.3.5.** Amounts of services to be purchased by County in any additional twelve (12) month period shall be dependent upon the availability of funds and participant demand.

### **SECTION 3 - Standard Contract Information**

#### **3.1. Standard Agreement Provisions**

The Agreement resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Agreement and General Conditions set forth in Attachment A, attached hereto and incorporated herein. Proposers must detail in their Technical Proposal their reasons for objection to any part of RFP or Proposed Form of Agreement and General Conditions. Hindrance of the award process due to the extent of a Proposer's objection to the form or substance of the RFP or Proposed Form of Agreement and General Conditions may have a negative impact on the County's assessment of that Proposal.

#### **3.2. Agreement Content**

The Agreement will incorporate this RFP, the Proposer's Proposal, and any additional information deemed necessary as a result of the negotiations held with the Vendor.

### **3.3. Confidentiality of Protected Health Information:**

- 3.3.1. To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, “HIPAA”), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Proposer agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Proposer in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.
- 3.3.2. To the extent that County meets the definition of a “Covered Entity” or “Business Associate” (as such terms are defined under HIPAA) and the successful Proposer/Vendor is determined by County to meet the definition of a “Business Associate” or “Subcontractor” (as such terms are defined under HIPAA) of County, the successful Proposer and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County as set forth in Attachment B, attached hereto and incorporated herein, which shall govern the treatment of any protected health information created, received, transmitted, or maintained by successful Proposer on behalf of the County.

## **SECTION 4 – Scope of Work**

### **4.1. Program Background**

- 4.1.1. PA MEDI is the designated State Health Insurance Assistance Program (“SHIP”) in Pennsylvania and is administered by The Pennsylvania Department of Aging. The purpose of the PA MEDI Program is to assist Medicare-eligible individuals to make informed health insurance decisions. The goal is to assist consumers make informed decisions about what type of coverage is best for them by providing an objective analysis of their choices.

### **4.2. Definitions**

- 4.2.1. Administration for Community Living (“ACL”): Federal Agency that supports the needs of the aging and disability populations and improves access to health care and long-term services.
- 4.2.2. Aging Program Directive (“APD”): Official document issued by the PDA in which detailed information is presented on the operation of specific aging service programs.
- 4.2.3. Medicare Improvements for Patients and Providers Act (“MIPPA”): Assists low-income Medicare beneficiaries in affording healthcare costs. The program offers many consumer benefits, including assistance with applications for Medicare Preventative Services and mental health services.



- 4.2.4. The PA MEDI Program: PA MEDI is the State Health Insurance Assistance Program (SHIP) for Pennsylvanians on Medicare. The PA MEDI Program seeks to find ways to work with targeted associations, organizations, and businesses, using specially trained volunteer counselors to inform, educate, and answer questions for residents of Berks County who are enrolled in Medicare. This includes questions about original Medicare, Medicaid, Medigap and managed-care options, long-term-care insurance, eligibility for special financial assistance programs to assist those with low incomes, and about related information and resources.
- 4.2.5. The Pennsylvania Department of Aging (“PDA”): A cabinet-level agency charged with providing aid to Pennsylvania's approximately three million individuals aged 60 and older. It generally serves as a clearinghouse of funding and information for county-level Area Agencies on Aging.
- 4.2.6. Volunteer Risk and Program Management (“VRPM”): A Project aiming to decrease and manage risks to volunteer involvement and manage and coordinate volunteer efforts.

### 4.3. Regulatory

- 4.3.1. Aging Program Directive #24-04-01: State Health Insurance Assistance Program and Medicare Improvements for Patients and Providers Act Funding, as amended.
- 4.3.2. PA MEDI Volunteer Handbook (Attachment D), as amended.
- 4.3.3. Volunteer Risk and Program Management policies set forth by the Pennsylvania Department of Aging (Attachment E), as amended.

### 4.4. Scope of Work

- 4.4.1. Vendor shall be responsible for the coordination and execution of the PA MEDI program in Berks County following the standards specified by the PDA by executing the following responsibilities:
  - 4.4.1.1. Capacity Building.
    - 4.4.1.1.1. Vendor shall build and expand capacity to meet the needs of a growing Medicare population, provide more effective service, and enhance the quality of beneficiary education.
    - 4.4.1.1.2. Vendor shall recruit and retain a diverse workforce to include paid staff and volunteers sufficient for services year-round and during high-demand periods such as the Medicare Annual Open Enrollment Period (October 15 to December 7).
    - 4.4.1.1.3. The vendor shall identify a PA MEDI Coordinator within their agency who will oversee the program as well as a backup in the event of the Coordinator’s absence.
    - 4.4.1.1.4. The Vendor shall make all efforts to fill staff vacancies within a sixty (60) day period.

**4.4.1.1.5.** The Vendor shall interview prospective volunteers, obtain, and complete at minimum one (1) personal and one (1) professional reference, complete a criminal history background check, and determine sustainability for serving as a volunteer with the program.

**4.4.1.2.** PA Medi Services.

**4.4.1.2.1.** Vendor shall fulfill the mission of PA MEDI to empower, educate, and assist Medicare eligible individuals to make informed health insurance decisions that optimize access to care and benefits.

**4.4.1.2.2.** Vendor shall Maintain PA MEDI Medicare Counselor Certification.

**4.4.1.2.3.** Vendor shall secure and operate PA MEDI counseling sites in Northern, Southern, Eastern, Western and Central Berks County. It shall be at the discretion of the Berks County Area Agency on Aging (“BCAAA”) to determine if adequate coverage has been attained. Vendor shall be responsible to attain additional sites at the discretion of the BCAA if adequate coverage is not attained.

**4.4.1.2.4.** Vendor shall serve as a liaison to the State PA MEDI Coordinator.

**4.4.1.2.5.** Vendor shall provide year-round, locally accessible personalized, one-on-one counseling, enrollment assistance, group education and outreach to Medicare beneficiaries. All tasks shall be performed in accordance with the standards and requirements set forth within the PA MEDI program including, but not limited to the following:

**4.4.1.2.5.1.** Discussing Medicare Advantage Plans, Medigap policies, and prescription drug plans by explaining the benefits and using provided online tools to search for and compare options.

**4.4.1.2.5.2.** Helping individuals understand Medicare benefits by explaining what services are covered under Medicare Parts A and B and the Medicare Summary Notice.

**4.4.1.2.5.3.** Assisting individuals obtain assistance to select prescription drug programs through government and private programs that offer service and explain the eligibility requirements.

**4.4.1.2.5.4.** Assist individuals in applying for government programs that will pay Medicare deductibles, co-payments, and Part B premiums and assist individuals with the paperwork.

**4.4.1.2.5.5.** Explaining and screen eligibility for government long-term care programs and private long-term care insurance and how to select the best policy.

**4.4.1.2.5.6.** Perform counseling activities. This may occur in person as a face-to-face meeting at a counseling location, or be provided in

the participant's home, by telephone, or by correspondence (including fax and electronic means). Counseling may include:

**4.4.1.2.5.6.1.** Providing paperwork assistance, as needed, including filling out forms and or applying for benefits and sorting and filing of paperwork.

**4.4.1.2.5.6.2.** Coordinating with, referring to, and recommending other community sources including local, state, and federal agencies that may assist in health insurance or healthcare-related matters.

**4.4.1.2.5.6.3.** Education about Medicare Fraud and scams.

**4.4.1.2.5.6.4.** Counseling on the Medicare appeals process.

**4.4.1.2.5.7.** All counseling sessions shall be conducted in person, by phone, or on a video chat platform such as Zoom or Microsoft Teams in a confidential manner.

**4.4.1.2.5.8.** Vendor shall coordinate and facilitate public outreach and education to increase understanding and inform them about services available regarding the PA MEDI program as required by the PDA. The meetings shall be advertised via newsletter or newspaper.

**4.4.1.3.** Training.

**4.4.1.3.1.** The Vendor shall ensure counselors (paid, in-kind, and volunteers) are certified to provide SHIP services and shall do so in an unbiased and comprehensive manner, the Vendor shall participate in education activities provided by regional and state SHIP staff, ACL, and other partners.

**4.4.1.3.2.** All volunteers shall be trained by a certified PA MEDI Coordinator, shadowing staff for a minimum of three (3) days.

**4.4.1.3.3.** Training shall consist of reviewing the appropriate manual(s) (volunteer handbook and/or coordinator manual), watching an introductory PA MEDI video, completing required online courses, and attending an advanced training session virtually or in person. This is followed by a final exam and observation by the PA MEDI coordinator during three (3) appointments.

**4.4.1.3.4.** Counselors shall be knowledgeable regarding topics that include but are not limited to the following: Medicare Benefits and Enrollment; Medigap Policies (Medicare supplement insurance); Medicare Advantage Plans; Medicare Prescription Drug (Part D) Plans; Medical assistance for people on Medicare; Programs for Low-Income subsidy; Long Term Care Insurance and Long Term Care Medicaid; PACE/PACENET, Pennsylvania's State Pharmaceutical Assistance Programs, Medicare

Savings Program, Medical Assistance for Workers with Disabilities (MAWD), Fraud Prevention Education; Complaints, Appeals and Complex Case Resolution.

**4.4.1.3.5.** Counselors shall be trained to serve as advocates for people with Medicare who require assistance filing a claim or resolving a dispute over their health care.

**4.4.1.3.6.** Counselors shall be provided with direct access to State and Federal Medicare information and resources.

**4.4.1.3.7.** Counselors shall be provided with a professional work environment that can accommodate up to three (3) individuals for counseling sessions. The space shall allow for privacy and have a computer with internet access, printer, and telephone.

**4.4.1.3.8.** The Vendor shall ensure staff and volunteers attend training/conferences and other meetings as required by the BCAA and/or PDA. Conferences and training shall include, but not be limited to:

**4.4.1.3.8.1.** One (1) regional update training annually.

**4.4.1.3.8.2.** One (1) annual conference.

**4.4.1.4.** Supervision.

**4.4.1.4.1.** The PA MEDI Coordinator shall provide ongoing supervision, support, technical assistance, and guidance to volunteers and staff to include, but not be limited to:

**4.4.1.4.1.1.** Monthly telephone contact with volunteers.

**4.4.1.4.1.2.** Provide additional training as needed.

**4.4.1.4.1.3.** Put into place a supervision plan to verify that volunteers and staff operate within the standards of the PA MEDI program.

**4.4.1.4.1.4.** Assist and review of volunteer and staff monthly reporting for accuracy.

**4.4.1.4.2.** The Vendor shall schedule and coordinate at minimum, quarterly in-service meetings, on-going periodic training updates for all volunteers and staff.

**4.4.1.4.3.** The Vendor shall develop and provide volunteer recognition efforts designed to strengthen volunteer commitment and retention.

**4.4.1.5. Internet Capability.**

**4.4.1.5.1.** To provide effective service, the Vendor shall maintain secure internet capability. Counselors should have access to internet-based enrollment and other counseling tools at the time and place of counseling.

**4.4.1.6. Conflict of Interest.**

**4.4.1.6.1.** To preserve the integrity and unbiased nature of the SHIP program, the Vendor shall identify, remedy, and remove any potential conflict of interest, actual or perceived.

**4.4.1.6.2.** As potentially problematic scenarios arise, the Vendor shall seek to understand the situation, educate all involved, formulate a mitigation plan, and ensure adequate steps have been taken to remedy and/or remove the conflict of interest and keep a record of all these steps.

**4.4.1.7. Confidentiality.**

**4.4.1.7.1.** To secure and to protect the confidentiality of data submitted to ACL's data system, the Vendor shall ensure all staff and volunteers using the system follow ACL's security procedures.

**4.4.1.8. SHIP Data System.**

**4.4.1.8.1.** The Vendor shall input SHIP and MIPPA programmatic data and manage users of the data system on a timely basis, monthly at a minimum.

**4.4.1.9. Grant Disclaimer.**

**4.4.1.9.1.** The Vendor shall include the express acknowledgment (grant disclaimer) on all SHIP/MIPPA public information materials funded by SHIP and MIPPA grants. Grant disclaimers will be provided to the Vendor annually within thirty (30) days of Notice of Award by ACL.

**4.4.1.10. VRPM Risk Assessment.**

**4.4.1.10.1.** The Vendor shall implement and manage ACL's VRPM and conduct a risk assessment on the roles, work, and activities of the volunteers as stated in VRPM.

**4.4.1.10.2.** A template for the risk assessment shall be provided every three (3) years (2025, 2028, etc.) by March 15 and shall be submitted by the last business day in May every three (3) years (2025, 2028, etc.) via email to [RA-AISHIP@pa.gov](mailto:RA-AISHIP@pa.gov) for review by state SHIP staff. State SHIP staff will review and respond within forty-five (45) business days of receipt.

**4.4.1.10.2.1.** The risk assessment shall be submitted in the format outlined in Attachment F.

- 4.4.1.10.2.2. Vendor shall have all policies that are required for VRPM services as listed in Attachment E prior to the execution of the contract.
- 4.4.1.10.2.3. Those policies listed as “recommended” in Attachment E shall only be required at the discretion of the BCAA.
- 4.4.1.10.2.3.1. The BCAA shall provide a thirty (30) day notice of any “recommended” policy that shall be created.
- 4.4.1.11. Medicare Group Education Satisfaction Survey.
  - 4.4.1.11.1. If Berks County is selected by the PDA to complete the survey, the Vendor shall collect five (5) survey responses each quarter as assigned by State SHIP staff. Four (4) SHIP subs will receive assignments annually by July 15. Surveys shall be submitted by September 30, December 31, March 31, and June 30, via email to [RA-AISHIP@pa.gov](mailto:RA-AISHIP@pa.gov).
- 4.4.1.12. Spending Plan.
  - 4.4.1.12.1. To enhance fiscal accountability and assist with strategic planning, the Vendor shall submit a spending plan outlining how SHIP and MIPPA funds will be used, and a work plan to indicate when key tasks and a minimum of four (4) outreach events per year shall be completed (templates will be provided annually by State SHIP staff by January 15).
    - 4.4.1.12.1.1. The spending plan shall be submitted via email to BCAA prior to March 1 for the following state fiscal year (July 1 through June 30) to be reviewed by BCAA staff.
    - 4.4.1.12.1.2. After BCAA approval, the spending plan shall be submitted via email to [RA-AISHIP@pa.gov](mailto:RA-AISHIP@pa.gov) by March 31 to be reviewed by state SHIP staff. State SHIP staff will review and respond within forty-five (45) business days of receipt.
  - 4.4.1.12.2. The spending plan shall be submitted in the format demonstrated in Attachment G.
  - 4.4.1.12.3. The spending plan categories should include the following:
    - 4.4.1.12.3.1. Personnel (key staff, titles, time commitments).
    - 4.4.1.12.3.2. Fringe benefits (percentage charged for each full/part time employee).
    - 4.4.1.12.3.3. Travel (estimated number of trips, number of travelers, destinations, purpose, length of stay, per diem, and transportation costs).
    - 4.4.1.12.3.4. Equipment.

- 4.4.1.12.3.5. Supplies.
- 4.4.1.12.3.6. Contractual (newspaper ads, radio ads, staff, translation of written documents, and/or production of outreach materials).
- 4.4.1.12.3.7. Other (postage, space, and equipment rentals/lease).
- 4.4.1.12.3.8. Totals.

**4.4.1.13. Work Plan.**

- 4.4.1.13.1. To reflect and be consistent with the spending plan, the Vendor shall submit a Work Plan that covers the entire state fiscal year. Include key activities and the major tasks/action steps and indicate a minimum of four (4) outreach events to be conducted each year.
- 4.4.1.13.2. The Work Plan shall be submitted via email to BCAAA prior to March 1 for the following state fiscal year (July 1 through June 30) to be reviewed by BCAAA staff.
- 4.4.1.13.3. After BCAAA approval, the Work Plan shall be submitted via email to [RA-AISHIP@pa.gov](mailto:RA-AISHIP@pa.gov) by March 31 to be reviewed by state SHIP staff. State SHIP staff will review and respond within forty-five (45) business days of receipt.
- 4.4.1.13.4. The Work Plan shall be submitted in the format demonstrated in Attachment H.
- 4.4.1.13.5. Vendor shall monitor its current program operations on an ongoing basis to determine and make the necessary changes to ensure they are operating in the most efficient and effective manner possible. Monitoring shall include, but not be limited to, analyzing statistics of the various operations of the program.

**4.4.1.14. MIPPA Quarterly Activity Report.**

- 4.4.1.14.1. The purpose of the Quarterly Activity Report is to ensure compliance, increase accountability, describe how MIPPA materials are being used, and identify programs needing additional resources. The Vendor shall complete a quarterly activity report detailing outreach events, partner contacts, and the quantity of materials being distributed.
- 4.4.1.14.2. The vendor shall work to meet the goals in the state's SHIP grant application for increases each year in the number of beneficiaries served (currently four percent (4%)) and an increase in the number of volunteers (currently two percent (2%)).
- 4.4.1.14.3. The quarterly activity report shall be submitted as a survey through Microsoft Forms. Reporting shall follow the schedule below:

Survey Link Provided	Reporting Period	Survey Due
July 1	July, August, September	October 15
October 1	October, November, December	January 15
January 1	January, February, March	April 15
April 1	April, May, June	July 15

**4.4.1.14.4.** The BCAAA shall receive a copy of this report when submitted.

**4.4.1.15.** Contingency Plan.

**4.4.1.15.1.** To prevent service disruption, the Vendor shall submit a contingency plan at least once a year to PDA documenting the continuity of SHIP operations and duties in the event of leave (vacation, extended or medical leave), agency closings, reaching capacity, etc. A template will be provided by January 15 and shall be submitted via email to BCAAA prior to March 1 for review.

**4.4.1.15.2.** After BCAAA approval, the plan shall be submitted to [RA-AISHIP@pa.gov](mailto:RA-AISHIP@pa.gov) by March 15 for review by state SHIP staff. State SHIP staff will review and respond within forty-five (45) business days of receipt.

**4.4.1.15.3.** The contingency plan shall be submitted in the format outlined in Attachment I.

**4.4.1.16.** Utilizing the 2023/2024 Block Grant as a basis the County of Berks estimates it will have an aggregate dollar figure of One Hundred Eighteen Thousand Two Hundred Dollars (\$118,200) for all services identified herein.

**4.4.1.17.** Vendor shall be expected to work cooperatively as a community partner in the BCAAA’s effort to implement a unified system of care that maximizes all resources around an individual or family to meet their goals.

**4.5. Qualifications / Experience**

**4.5.1. Proposing Firm**

**4.5.1.1.** The proposing firm shall at minimum:

**4.5.1.1.1.** have three (3) years’ experience in Pennsylvania, facilitating a PA MEDI Program with a certified counselor;

**4.5.1.1.2.** have demonstrated past performance related to the ability to meet schedules and deadlines; and



4.5.1.1.3. have demonstrated past exceptional performance related to developing and implementing programming.

4.5.1.2. It is important to note that “proposing firm” refers to the company that would enter into the Agreement with the County. To be considered, the proposing firm shall meet or exceed the benchmarks set forth above on its’ own merit. The experience and qualifications of firms that the proposing firm will partner with in the performance of this Program, cannot be used to bring a proposing firm’s less than required experience and qualifications up to the benchmark. Also important to note is that the County is not interested in a joint venture Program, but prefers to enter into the Agreement with a single entity.

4.5.1.3. Each proposing firm shall certify that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government. If the proposing firm cannot so certify, then it shall submit a written explanation of why such certification cannot be made.

#### 4.5.2. Program Team

4.5.2.1. The program manager shall at minimum:

4.5.2.1.1. have three (3) years’ experience in Pennsylvania;

4.5.2.1.2. on past projects, have demonstrated skills, technical knowledge, and administrative capability to serve all the requirements of the proposed program; and

4.5.2.1.3. possess certifications, licenses and proficiency in the application of requirements and guidelines as applicable.

4.5.2.2. The Program team shall at minimum:

4.5.2.2.1. have three (3) years’ experience in the coordination of the PA MEDI Program; and

4.5.2.2.2. on past programs of similar scope and size, have demonstrated skills, technical knowledge, and administrative capability to serve all the requirements of the proposed program scope of work.

#### 4.6. Program Timeline

The successful Proposer(s) will be required to begin the work by July 1, 2025 upon receipt of the County’s issuance of the notice to proceed.

### **SECTION 5 - Proposal Format and Content**

#### 5.1. Submission of Proposal

5.1.1. Proposals shall be submitted with one (1) original and one (1) electronic copy of the Proposal and an electronic Excel file of Price Proposal on a CD or thumb drive to: **County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12<sup>th</sup> Floor, Reading, PA, 19601.** The original Proposal shall be marked

“original” and the electronic copy of the Proposal shall be a complete copy of the original including all attachments and appendixes.

**5.1.2.** Proposals shall be submitted in two (2) parts – a “Technical Proposal” and “Price Proposal”. The Technical Proposal shall cover the technical aspects of the Services but shall not include any mention of proposed fees or out-of-pocket expenses. The Price Proposal shall include all details as required under Section, Clause 5.12. The Technical Proposal and the Price Proposal shall be submitted in separate sealed, opaque envelopes or containers with the words “Sealed Technical Proposal – RFP #25-04-GR” and “Sealed Price Proposal – RFP #25-04-GR” clearly printed on the outside of each package. Proposals received via facsimile will not be considered.

**5.1.3.** Each Proposal section enumerated in paragraph 5.3 – 5.12 shall be clearly identified and tabbed in the submitted Proposal.

**5.2. Proposal Format**

The County discourages overly lengthy and costly proposals; however, Proposers should follow the format set out herein and provide all of the information requested. For a Proposal to be considered, Proposers must follow the instructions outlined in this RFP.

**5.3. Transmittal Letter**

Proposals shall include a brief letter which provides the Proposer’s name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number, and email address of the Proposer’s contact person for this program; a statement that the Proposal is in response to this RFP; and the signature, typed name, and title of an individual who has *actual authority*\* to commit the Proposer to the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Price Proposal is valid for at minimum ninety (90) days from the Proposal opening date.

*\*Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the Proposer. The Proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the principal officer of the corporation. The Proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.*

**5.4. Understanding of the Services**

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Services, and illustrates how their methodology will serve to accomplish the work and meet the County’s schedule. Proposers must describe how they will approach the Services; describe the methods and frequency of interface between your program team members and the County’s program team members in performing the Services; and indicate how often the program manager and the program team members will be on site in the performance of Services.

## **5.5. Qualification Statement**

- 5.5.1.** Each Proposal shall include, at minimum, the following information about the Proposer:
  - 5.5.1.1.** The number of years the Proposer has been in business.
  - 5.5.1.2.** The number of years the Proposer has provided coordination of PA MEDI Program services.
  - 5.5.1.3.** The type of organization of the Proposer (i.e. Corporation, Partnership, Sole Proprietorship).
  - 5.5.1.4.** The names and titles of the Proposer's principals.
  - 5.5.1.5.** The Proposer's most recent annual report or the Proposer's most recent income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of these financial statements.
- 5.5.2.** The following questions should be answered thoroughly as part of the Proposal:
  - 5.5.2.1.** What is the Proposer's main business focus?
  - 5.5.2.2.** What are the strengths of the Proposer and how will the County benefit from those strengths?
- 5.5.3.** Each Proposal shall address the Proposer's qualifications for the development and completion of the Services based on the following:
  - 5.5.3.1.** List and describe the Proposer's experience with PA MEDI program. For each listed program include: name and location of program; reference contact name; and telephone number; email address; actual total program cost and number of consumers served; program start date and end date; and summary description of the program.
  - 5.5.3.2.** Identify the program manager and submit this individual's credentials (work/program experience and education), evidencing the experience required in Section 4, Clause 4.5.2 herein. List the names and titles of your planned program team members and describe their individual levels of experience and expertise with this type of program, evidencing the experience required in Section 4, Clause 4.5.2 herein. Include an organizational chart showing the reporting structure of the team members.
  - 5.5.3.3.** Describe the Proposer's capacity to execute the Services within the proposed term. Describe the Proposer's willingness and ability to commit personnel to meet the scope and schedule of the Services (include a list of current programs and the anticipated end dates of these programs).
  - 5.5.3.4.** Identify the number of volunteers the Proposer currently has for this service at each location in which services will be provided.

- 5.5.3.5. Outline the process and procedure under which a volunteer is recruited and accepted in the program.
- 5.5.3.6. Identify and provide the complete address for each PA MEDI location.
- 5.5.3.7. Provide any and all current statistics for the program in the form of reports and/or spreadsheets. The reports and/or spreadsheets should mirror in form what the Proposer intends to provide if awarded the contract. At a minimum, the statistics shall include the number of counseling sessions that occurred via telephone and in-person at each location in which this service will be offered
- 5.5.3.8. Provide all required policies for Volunteer and Risk Program Management as outlined in Attachment E.
- 5.5.3.9. Complete the Worker Protection and Investment Certification Form BOP-2201, Attachment K.

## **5.6. Conflict of Interest**

- 5.6.1. Each Proposal shall include a conflict of interest statement indicating whether or not any principals in the Proposer, their spouse, or their child is employed by the County of Berks, and whether or not the Proposer or any individuals providing Services has a possible conflict of interest, and, if so, the nature of that conflict. Furthermore, Proposers shall complete the Non-Collusion Affidavit Form attached to this RFP as Attachment C and submit an executed copy with its Technical Proposal.
- 5.6.2. To preserve the integrity of County employees and elected officials and to maintain public confidence in the RFP process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- 5.6.3. Proposers shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall any Proposer favor any employee, elected official of the County or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.
- 5.6.4. The County reserves the right to disqualify a Proposer or cancel an award of the Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be performed by the Proposer. The County's determination regarding any question of conflict of interest shall be final.

## **5.7. Subcontractors**

- 5.7.1. Subcontractors are not allowable under this scope of service.

**5.8. Insurance**

Each Proposer must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Agreement and General Conditions.

**5.9. Counter Terms**

The Proposer shall specify any exceptions or objections taken to this RFP or the Proposed Form of Agreement and General Conditions, attached hereto as Attachment A, for the County to consider when evaluating the Proposal. Each provision the Proposer takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) with the Proposer's suggested modification. It is understood that the Proposer takes no exception to the provisions of the RFP and form of Agreement not specifically identified as an exception or objection in this section of its Proposal.

**5.10. Program Schedule**

Proposals shall include the Proposer's planned program schedule including expected completion time periods for each task defined in Section 4 - Specifications, and an expected completion time period for the overall program.

**5.11. Alternative Proposals**

Proposers are encouraged to review the scope of Services created by the County and the various task requirements called for within the scope of the Specification. If the Proposer believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the County, the Proposer should detail these and submit them as a separate section within the Proposal.

**5.12. Price Proposal (the paper and electronic Price Proposal shall be submitted in a separate sealed envelope).**

**Price Proposals shall be submitted utilizing Attachment J, PA MEDI Budget Form. An (electronic) excel version of Attachment J should be utilized. The electronic version can be accessed from the County's website on the Purchasing Department Invitation to Bid and Request for Proposals Page**

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

**5.12.1.** All pricing must be the same for Year 1 through Year 3 through the term of the contract.

**5.12.2.** Vendor shall provide a detailed listing of these items with their price proposal, for example: an aggregate cost for the Occupancy: Other, Communications: Printing, Communications: Other, Supplies/Minor Equipment: Minor Equipment List, Transportation; Other, Contract Services: Other, Other Operating Costs: Other, Fixed Assets is sufficient. Under Occupancy: Utilities a cost breakdown should be provided for the following: Electric, Gas, Water, Sewer as well as Trash & Recycling.

**5.12.3.** For capitalized fixed assets Vendor shall include depreciation expense.

**5.12.4.** Proposers are to take into account the project funding available for the services outlined herein as identified in Section 4, Scope of Work. Refer to Attachment A, Proposed

Form of Agreement and General Terms, Clauses 11, 41 and 42 for further details pertaining to funding and allocation.

## **SECTION 6 - Evaluation Criteria and Process**

- 6.1.** A committee of County personnel representing the functions of the Berks County Area Agency on Aging will review and evaluate Proposals submitted in response to this RFP (“Evaluation Committee”). The proceedings of the Evaluation Committee are confidential. Members of the Evaluation Committee are not to be contacted by the Proposers. All communication between a Proposer and the County shall be through George Rodrigues, Deputy Director of Contracts and Procurement.
- 6.2.** Proposals will be evaluated against the following criteria using a pass/fail determination.
  - 6.2.1.** Financial stability of the Proposer (based on our examination of the required financial statements).
  - 6.2.2.** Compliance with the essential minimum experience and qualifications of the Proposer.
  - 6.2.3.** Compliance with the essential minimum experience and qualifications of the program team members.
  - 6.2.4.** Evidence of sufficient levels of insurance coverage.
- 6.3.** Proposals must pass this first-tier evaluation to move on to the second-tier evaluation described below.
  - 6.3.1.** Proposals will be evaluated against the following criteria using point-rated scoring:
    - 6.3.1.1.** Ability (Resource Commitment) – The Proposer’s ability to perform the required service expeditiously. The Proposer must have the resources to be capable of meeting the required program completion schedule.
    - 6.3.1.2.** Competence (Qualifications of Personnel) – The Proposer’s competence in performing the required Services as indicated by the training, education and experience of the personnel assigned to the program team. The Proposer must have in its possession all appropriate and required certifications, permits, and licenses.
    - 6.3.1.3.** Past Performance – The Proposer’s past performance on similar programs. If the County cannot verify references based on the information provided in the Proposal, the scoring for this criteria factor may be affected.
    - 6.3.1.4.** Quality and Feasibility (Technical & Organizational Approach) – The quality and feasibility of the Technical Proposal and the Proposer’s understanding of the program’s requirements and the overall goals and objectives of the program.
    - 6.3.1.5.** Price.
    - 6.3.1.6.** Proposal Content/Format – The Proposal’s compliance with the content and format requirements of the RFP.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT  
AND GENERAL CONDITIONS

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**AGREEMENT #**

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [ ] (hereinafter “Vendor”).

**Background**

The County desires to engage the Vendor for the provision of Pennsylvania Medicare Education and Decision Insight (“PA MEDI”) Services for the Berks County Area Agency on Aging in accordance with the requirements set forth in the County’s Request for Proposal #25-04-GR inclusive of all addendums (“RFP”), and Vendor’s Proposal thereto dated **Month Day, Year**, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

**1. Definitions**

Capitalized terms not defined herein shall have the meaning set forth in the RFP.

**2. Engagement**

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth in the RFP on behalf of the County consistent with the terms of this Agreement.

**3. Term of Agreement**

This Agreement shall be effective July 1, 2025 through June 30, 2028 with two (2) additional one (1) year renewals, unless terminated in accordance with the terms and conditions of this Agreement.

**4. Scope of Work**

- 4.1. The Services shall include, without limitation, PA MEDI Services for the Berks County Area Agency on Aging as per RFP #25-04-GR.
- 4.2. The following County employee(s) are hereby authorized to place orders under this Agreement:
  - 4.2.1. Jessica Jones
  - 4.2.2. Todd Reinert

**5. Time is of the Essence**

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in RFP #25-04-GR. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

**ATTACHMENT A – PROPOSED FORM OF AGREEMENT  
AND GENERAL CONDITIONS**

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**6. Fees**

As set forth in Vendor’s Price Proposal dated \_\_\_\_\_, including the Best & Final Offer dated \_\_\_\_\_.

The Agreement resulting from the award of this RFP shall be for a set fee amount and shall not exceed \$\_\_\_\_\_ for PA MEDI for the period of July 1, 2025 through June 30, 2028.

**7. Notices and Program Manager**

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	<i>County:</i>	<i>Vendor:</i>
Attention	County of Berks Contract Manager, Berks County Area Agency on Aging	
Address	400 E. Wyomissing Avenue Mohnton PA, 19540	
Telephone	610-478-6500	
Fax	610-478-6886	
Email	<a href="mailto:tareinert@berkspa.gov">tareinert@berkspa.gov</a>	

Written notices shall be copied to: County of Berks, Attn: Kelly A. Laubach, Berks County Services Center, 633 Court Street, 13<sup>th</sup> Floor, Reading, PA, 19601. Fax: 610-898-7404.

**8. Invoicing / Payment**

- 8.1. **Invoices must reference the above noted Agreement number.** Original invoices shall be submitted to: County of Berks, Attn: Fiscal Manager, Berks County Area Agency on Aging, 8<sup>th</sup> Floor, Services Center, Reading, PA 19601.
- 8.2. Vendor must submit the invoice within ten (10) days of the close of the month in which Services were rendered.
- 8.3. Vendor may submit invoices no more than once per month for Services properly performed under this Agreement. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, the associated fee for each task, and the date(s) of performance for each task. The County shall render payment within forty-five (45) days of the County’s receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County’s receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.



# ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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## 9. Insurance

- 9.1. The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:
- 9.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - 9.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
  - 9.1.3. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - 9.1.4. Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and
  - 9.1.5. Worker’s Compensation insurance in statutory limits; and Employer’s Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
  - 9.1.6. Abuse and Molestation Liability insurance with a limit of not less than \$100,000.
- 9.2. Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for “ongoing operations” and “products and completed operations” for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 04 13 and CG 20 37 04 13 or their equivalent. Vendor’s Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The County of Berks reserves the right to waive the waiver of subrogation for any and all worker’s compensation policies that are provided under the State Worker’s Insurance Fund (SWIF). The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of “A-” or better or financial rating of IX or better with the A.M. Best’s Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

# ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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## **10. Precedence**

Where a conflict exists between the RFP and the Vendor's Proposal, the Vendor shall provide the higher quality or quantity of Services except as specifically addressed in this Agreement. Where a conflict exists between these General Conditions and RFP or the Vendor's Proposal, the terms of these General Conditions shall prevail.

## **11. Availability of Appropriated Funds**

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

## **12. Taxes**

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required, and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service. Only the County is required by law to pay any excise tax and then seek a refund or credit, the Vendor may separately charge the County the amount of the tax as a reimbursable expense.

## **13. Ownership of Work Product**

The County, its departments, employees, agents, or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the BCAA and shall remain, at all times, at the Vendor's Office, with a copy sent to the BCAA, however, that Vendor shall have such right of access to such reports, records, and supporting documentation as necessary for the provision of professional services hereunder. The Vendor shall notify the Executive Director and Deputy Director of the BCAA, who then shall notify other affected County Officials, anytime the Vendor receives a request for Aging Records. In addition, for Protective Services cases, an in-camera review shall be completed before a record is disclosed. Vendor shall notify the County if a motion is filed, so that the County can respond to said motion.

## **14. Patents, Copyrights, Trademarks**

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

## **15. Records, Audit, and Inspection**

- 15.1. Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

### 15.2. **Monitoring**

Vendor shall make available to BCAA during the term of this Agreement all pertinent financial, program, administrative and personnel records, reports, documents, and files related directly or indirectly to Vendor's activities under and compliance with this Agreement.

15.2.1. BCAA programmatic monitoring shall occur on a day-to-day basis as well as through site visits to be scheduled throughout the contract term. Site monitoring visits shall be conducted at a minimum of once per year.

15.2.2. Areas to be monitored may include but are not limited to: invoice submission/accuracy, incident reports, time sheets, staffing, staff retention, training, supervision, employee records, and consumer satisfaction. Unsatisfactory performance shall jeopardize contract continuation or renewal.

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

15.2.4. Discrepancies during the monitoring visit will be documented by the County and forwarded to the Vendor's Director for review and correction. A follow-up visit may occur to determine the disposition of outstanding improvement recommendations.

### 16. **Warranty**

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

### 17. **Indemnity**

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendor's failure to perform in accordance with the provisions of this Agreement.

### 18. **Force Majeure**

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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### **19. Additional Services**

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary (“Additional Services”), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

### **20. Termination for Convenience**

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

### **21. Termination for Cause**

- 21.1. In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
- 21.2. In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Vendor shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.
- 21.3. Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.
- 21.4. In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal, and a new vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. This plan may include a gradual transfer of consumers to the new agency prior to the end of the existing Vendor's agreement period.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 21.5. Existing Vendors are prohibited from communicating with consumers regarding changes in Vendor agencies. County will notify all consumers in writing regarding the change in service Vendor.
- 21.6. If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.
- 21.7. After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:
  - 21.7.1. Stop work under this Agreement to the extent specified in such termination notice.
  - 21.7.2. Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.
  - 21.7.3. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
  - 21.7.4. Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
  - 21.7.5. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.
- 21.8. The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.
- 21.9. If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.
- 21.10. If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

### **22. Claims for Consequential and/or Incidental Damages**

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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### **23. Release of Liens**

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

### **24. Assignment**

- 24.1. Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
- 24.2. The Vendor 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 Pennsylvania Department of Aging ("Department") thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the Department may be deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed-upon price: PROVIDED, however, that claims for compensation due or to become due the Vendor 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 Department.

### **25. Publicity**

Neither Vendor nor any tier subcontractor shall use the name of the County or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

### **26. Compliance with Laws**

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules, and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

### **27. Health and Safety**

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 27.1. comply with all federal, state, and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
- 27.2. promptly report to the County all incidents with potentially adverse safety, health, or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3. promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;
- 27.4. properly maintain, inspect, and supervise its designated work area and roadways to keep them in reasonably safe condition;
- 27.5. supply the applicable Material Safety Data Sheet (MSDS) on all products supplied to the County or used on County property;
- 27.6. use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the Material Safety Data Sheet(s); and
- 27.7. keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment, and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

### **28. Equal Employment Opportunity**

- 28.1. In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provision in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 28.2. During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 28.3. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- 28.4. Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
- 28.5. It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 28.6. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- 28.7. Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.
- 28.8. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 28.9. Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.
- 28.10. Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

### **29. Independent Contractor**

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.



ATTACHMENT A – PROPOSED FORM OF AGREEMENT  
AND GENERAL CONDITIONS

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**30. Employees of Vendor**

- 30.1. Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.
- 30.2. Vendor shall advise its employees and the employees of its subcontractors and agents that:
- 30.2.1. It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

**31. Governing Law and Jurisdiction**

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

**32. Subcontractors**

- 32.1. If subcontractors are permitted by the RFP, the Vendor shall only use such subcontractors identified in its Proposal. The substitution of one subcontractor for another may be made only with the prior written approval of the County. Such approval shall not be unreasonably withheld.
- 32.2. Notwithstanding the foregoing, the Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement. For further details regarding debarment refer to Clause 47.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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### **33. Severability**

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

### **34. Reservation of Rights**

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

### **35. Covenant Against Contingent Fees**

The Vendor 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 Vendor for the purpose of security 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.

### **36. Funds from Private Sources**

Vendor agrees that funds under this Agreement shall not be used to replace funds from non-Federal and non-State sources. Vendor further agrees to continue or initiate efforts to obtain support from private sources or other public organizations for services funded under this Agreement.

### **37. Special Efforts in Employment**

Subject to the requirements of merit employment systems, and in accordance with state and federal laws and regulations, the Vendor 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 Vendor shall not have a policy of mandatory retirement or deny employment to any person on account of age or have a policy of mandatory retirement applicable to positions paid under subcontract with the Vendor.

### **38. Regulations**

This Agreement is subject to the provisions set forth in the following regulations: 28 Code of Federal Regulations Part 38, 45 Code of Federal Regulations Part 75 and 2 CFR 200 "Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards"; 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 of the Basis of Age.

- 38.1. In carrying out this Agreement, the Vendor 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

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 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.)
- 38.2. 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.
  - 38.3. The Vendor agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act, the Flood Disaster Protection Act, and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.
  - 38.4. The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.
  - 38.5. The Vendor 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.
  - 38.6. The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.
  - 38.7. The Vendor agrees to comply with and is subject to all applicable provisions of 41 U.S.C. 4172, including prohibitions on reprisal and notice to employees.
  - 38.8. All claims against the County respecting any matter pertaining to this 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).
  - 38.9. The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”
  - 38.10. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg 51225. The County encourages Vendor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes cause by distracted drivers.
  - 38.11. In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules, and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.
  - 38.12. In accordance with 2 CRF Part 200, Section 200.318, Vendor attests to the following:

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 38.12.1. That no employee, officer, or agent of the Vendor that participates in the selection, award, or administration of this contract has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
  - 38.12.2. The officers, employees, and agents of the Vendor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.
  - 38.12.3. The Vendor’s standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity/County.
- 38.13. In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provisions as follows:
- 38.13.1. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
    - 38.13.1.1. Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Vendor must report all suspected or reported violations to the County.
  - 38.13.2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145)
    - 38.13.2.1. Copeland “Anti-Kickback Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report all suspected or reported violations to the County.
  - 38.13.3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
    - 38.13.3.1. 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) applicable for awarded contracts in excess of \$100,000 that

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 38.13.4. Rights to Inventions Made Under a Contract or Agreement which shall be applicable for federal funding streams that meet the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 38.13.5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- 38.13.5.1. Applicable for contracts and subgrants of amounts in excess of \$150,000. Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 38.13.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- 38.13.6.1. Vendors with an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 38.13.7. Procurement of Recovered Materials - §200.322
- 38.13.7.1. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **39. Grievance Procedure**

Vendor will establish a system through which applicants for and recipients of service may present grievances about the operation of the program. Vendor will advise applicants and recipients of their rights to appeal, denial, or exclusion from the program or failure to recognize the recipient's choice of service and of their right to a fair hearing. The Berks County Area Agency on Aging appeal process must be followed by the Vendor.

### **40. Notice Required**

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the Area Agency and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Pennsylvania Department of Aging and the Berks County Commissioners, through the Berks County Area Agency On Aging."

### **41. Budget Flexibility**

- 41.1. Vendor may reallocate funds within cost centers and/or major objects up to 10% of the amount budgeted for the cost center/major object to which the funds are to be transferred, after informing the Area Agency. Reallocation of funds within cost centers major objects exceeding 10% require prior written approval by the Area Agency. Vendor shall submit copies of any changes in writing to the Area Agency. No amendments or revisions may be made after the end of the third quarter of the annual Agreement period.
- 41.2. Should the "County" or "Department" or "Agency" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30-day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

### **42. Earnings of Funds**

- 42.1. Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.
- 42.2. Should the "County" or "Department" or "Agency" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30-day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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### **43. Program-Budget Changes**

Vendor shall inform the Area Agency in writing of all proposed changes in program operations, administration, or policy prior to implementation and will implement changes only after Area Agency's approval. The Area Agency reserves the right to approve contracted consumer service priorities, forms, and service delivery.

### **44. Eligibility Determination**

- 44.1. Eligibility for service recipients will be determined by the Berks County Area Agency on Aging and approved by the Pennsylvania Department of Aging in accordance with the regulations and philosophy of the Older Americans Act and Pa. Act 70.
- 44.2. For Adult Services Block Grant service recipients only, eligibility determination for those persons eligible for Title XX of the Social Security Act will be by the Vendor through the Area Agency and the County Board of Assistance in accordance with the Department of Public Welfare's comprehensive Annual Services Program Plan and Department regulations, and any Department of Aging processes and regulations.

### **45. Claims Against the County**

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 must be referred by the Vendor to the Board of Claims pursuant to 61 Pa. C.S. § 1721 et seq. This shall be the exclusive remedy for the Vendor to resolve such questions and disputes if the Vendor and the County are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the Vendor.

### **46. Integrity Provisions**

- 46.1. It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.
- 46.2. In furtherance of this policy, Vendor agrees to the following:
  - 46.2.1. Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement 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 Vendor or that governs contracting with the County and Commonwealth.
  - 46.2.2. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.
  - 46.2.3. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees*

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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*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.*

- 46.2.4. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.
- 46.2.5. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County 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 County and Commonwealth.
- 46.2.6. Vendor, 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 County or Commonwealth official or employee.
- 46.2.7. Vendor, 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 agreement, except as provided in the Agreement.
- 46.2.8. Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 46.2.9. Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

### 46.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters.

46.2.10.1. Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.

46.2.10.2. The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

### 46.2.10.3. In accepting this Agreement, the Vendor:

46.2.10.3.1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

46.2.10.3.2. certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

### 46.2.10.4. If the Vendor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Agreement:

#### 46.2.10.4.1. it represents that

46.2.10.4.1.1. it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ATTACHMENT A – PROPOSED FORM OF AGREEMENT  
AND GENERAL CONDITIONS

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- 46.2.10.4.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - 46.2.10.4.3. it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 46.2.11. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, 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 Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:
- 46.2.11.1. Approved in writing by the County prior to its disclosure; or
  - 46.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
  - 46.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - 46.2.11.4. Necessary for purposes of Vendor’s internal assessment and review; or
  - 46.2.11.5. Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
  - 46.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - 46.2.11.7. Otherwise required by law.
- 46.2.12. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting 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,

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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convicted of, or officially notified of a governmental determination of any of the following:

- 46.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- 46.2.12.2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
  - 46.2.12.2.1. Obtaining;
  - 46.2.12.2.2. Attempting to obtain; or
  - 46.2.12.2.3. Performing a public grant or subgrant

Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval, or acquiescence.
- 46.2.12.3. Violation of federal or state antitrust statutes.
- 46.2.12.4. Violation of any federal or state law regulating campaign contributions.
- 46.2.12.5. Violation of any federal or state environmental law.
- 46.2.12.6. 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.
- 46.2.12.7. 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.
- 46.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 FR Part 42.
- 46.2.12.9. Debarment by any agency or department of the federal government or by any other state.
- 46.2.12.10. Any other crime involving moral turpitude or business honesty or integrity.

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

- 46.2.13. If this Agreement was awarded to Vendor on a non-bid basis, Vendor 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

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 46.2.13.1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
- 46.2.13.2. To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, Elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 46.2.14. Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 46.2.15. When Vendor 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, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 46.2.16. Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.
- 46.2.17. Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, 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 Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.
- 46.2.18. For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, 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 vendor to complete

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of anyone 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.

46.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 46.

46.2.19.1. “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 Vendor from a third-party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.

46.2.19.2. “Consent” means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

46.2.19.3. “Vendor” means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers, and owners having more than a five percent interest in Vendor.

46.2.19.4. “Financial interest” means:

46.2.19.4.1. Ownership of more than a five percent interest in any business; or

46.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

46.2.19.5. “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 grants 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.

46.2.19.6. “Immediate family” means a spouse and any unemancipated child.

46.2.19.7. “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

46.2.19.8. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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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.

### **47. Debarment/Tax Liabilities**

- 47.1. For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, 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 County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.
- 47.1.1. The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the Vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- 47.1.1.1. The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.
- 47.1.1.2. The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor 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 County or Commonwealth obligations, or if it or any of its subcontractors 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.
- 47.1.2. The failure of the Vendor 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 County.
- 47.1.3. The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. 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 Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

---

- 47.1.4. Vendor is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid, or any other federal health care program. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.
- 47.1.5. All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 47.1.6. Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 47.1.7. Any Vendor being paid with Medical Assistance or State Children’s Health Insurance Program (SCHIP) dollars shall adhere to the following:
- 47.1.8. Develop policies and procedures for screening of all employees and contractors (both individuals and entities), at time of hire or contracting; and, thereafter, on an ongoing monthly basis to determine if they have been excluded from participation in federal health care programs;
- 47.1.9. Vendor will use the following databases to determine exclusion status:
- 47.1.9.1. *Pennsylvania Medichk List*: a data base maintained by the Pennsylvania Department of Human Services (“DHS”) that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania’s MA Program:
- <https://www.humanservices.state.pa.us/Medchk/MedchkSearch/Index>
- Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.
- If an individual’s resume indicates that he/she has worked in another state, providers should also check that state’s individual list.
- 47.1.9.2. *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medichk List all federally excluded individuals/entities that practice in Pennsylvania, providers

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program:

[https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

- 47.1.9.3. Excluded Parties List System (EPLS): worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits:

<https://www.sam.gov/>.

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

- 47.1.9.4. Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

- 47.1.9.4.1. Via e-mail through the MA Provider Compliance form at the following link:

<https://expressforms.pa.gov/apps/pa/DHS/MA-Provider-Compliance-Hotline>

- 47.1.9.4.2. By U.S. mail at the following address:

Department of Human Services  
Office of Administration  
Bureau of Program Integrity  
Commonwealth of Pennsylvania  
P.O. Box 2675  
Harrisburg, PA 17105-2675

- 47.1.9.4.3. By fax at: 1-717-772-4655 or 1-717-772-4638.

- 47.1.9.4.4. Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.

- 47.1.9.5. Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.



## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 47.1.9.6. Vendor shall periodically conduct self-audits to determine compliance with this requirement.
- 47.1.9.7. Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.
- 47.1.10. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
- 47.1.10.1.1. The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:
- <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>
- 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
- 47.1.10.1.2. The Worker Protection and Labor Law Non-Compliance List online at the website below:
- <https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>
- 47.1.11. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

### **48. Examination of Records**

- 48.1. Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing rations and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the Area Agency. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.
- 48.2. Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Area Agency.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 48.3. Vendor agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Area Agency shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last date of reimbursement to the Vendor.
- 48.4. Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the Area Agency.
- 48.5. 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 four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.
- 48.6. During the period of this Agreement, all information obtained by the Vendor shall be made available to the Area Agency immediately upon demand.

### **49. Progress Reports**

- 49.1. The Vendor and its subcontractors shall furnish to the County such progress and periodic reports in such form and quantity as the County may from time to time require, including but not limited to, status reports of the program, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the program as may be requested.
- 49.2. In the event that the County determines that the Vendor or its subcontractors have not furnished such reports as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.

### **50. Rights In Data: Copyrights and Disclosure**

- 50.1. Definition: The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.
- 50.2. Rights in Data: Data submitted to and accepted by the Department of Aging under this Agreement shall be the property of the Department of Aging 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 Vendor.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

---

50.3. Copyrights: Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the Department of Aging unless Vendor provides the Department of Aging with written permission of the copyright owner for the Department of Aging to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the Department of Aging, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the Commonwealth and/or County on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the Commonwealth and/or County shall provide prompt notification in writing of such suit or proceedings, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the Commonwealth and/or County may participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the Commonwealth and/or County. If information and assistance are furnished by the Commonwealth and/or County at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his/her own expense and at his/her 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 Vendor under this paragraph continue without time limit.

### **51. Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Vendor 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 Vendor 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 providers.

### **52. Nondiscrimination/Sexual Harassment Clause**

52.1. During the term of the Agreement, Vendor agrees as follows:

52.1.1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, each subcontractor, or any person acting on behalf of the Vendor, contractor or subcontractor shall not discriminate by reason of race, gender, creed or color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- 52.1.2. Neither the Vendor, contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity under this Agreement.
- 52.1.3. Neither the Vendor, contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this Agreement.
- 52.1.4. Neither the Vendor, contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 52.1.5. The Vendor, contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 52.1.6. The Vendor, contractor or each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any contractor, subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
- 52.1.7. The Vendor, contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Vendor, contractor and each subcontractor further represents that it has filed a Standard Form 00 Employer Information Report (EEO-1) with the U.S. Equal Employment Opportunity Commission (EEOC) and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Vendor, contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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accounts by the County and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 52.1.8. The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 52.1.9. The Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- 52.1.10. The Vendor's, contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, the Vendor, contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of this Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 52.1.11. The County/Commonwealth may cancel or terminate the Agreement and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor, or subcontractor in the Contractor Responsibility File.

### **53. Set Off Clause**

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

### **54. Property and Supplies**

- 54.1. Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over \$3,000.00 by means of a system of competitive quoting and/or bidding as required under the provisions of the Pennsylvania 3<sup>rd</sup> Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.
  - 54.1.1. Proper bidding procedures shall adhere to Federal Regulations governing procurement outlined in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended. When obtaining written quotations procedures must be in place to ensure that a linkage is maintained with the Small Business Administration and other agencies which are able to assist in identifying small and minority-owned businesses.

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 54.2. In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation, and insurance of property.
- 54.3. Any vehicle purchased by the Vendor with Aging funds shall be adequately insured to cover occasional operation by Berks County Area Agency on Aging staff; said insurance to be in an amount approved by Berks County Area Agency on Aging and proof of said insurance shall be provided to Berks County Area Agency On Aging yearly.
- 54.4. Title to all property furnished by the Department of Aging through the Area Agency Agreements shall remain with the said Department. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property that has remaining useful life shall be made in accordance with the following provisions:
  - 54.4.1. If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third party appraisal (agreed upon by the Area Agency) of these property items and will reimburse said Department for the value of the remaining life of the property on the basis of such appraisals;
  - 54.4.2. The Vendor may sell the property and reimburse said Department for its appropriate share providing said Department is notified ten days in advance of the date of sale, and prior written approval is received from the Secretary of Aging, the Governor's Office of Administration and the Area Agency.
- 54.5. The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Department, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.

### **55. Right to Know Law**

- 55.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.
- 55.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 55.3. Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- 55.3.1. Provide the County, within five (5) business days after receipt of the County’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
- 55.3.2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 55.4. If the Vendor 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 information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within five (5) business days of receiving the County’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.
- 55.5. The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. If the County denies a RTKL request in reliance upon Vendors written statement and the denial is appealed, Vendor agrees to fully participate in any RTKL appellate proceedings.
- 55.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County.
- 55.7. The County will reimburse the Vendor 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.
- 55.8. The Vendor may file a legal challenge to a decision by the County’s decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County’s disclosure of Requested Information pursuant to the RTKL.
- 55.9. The Vendor’s duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

### **56. Federal and State Audit Requirements**

- 56.1. Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; 2 CFR Part 200 “Uniform Administrative

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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- Requirements, Cost Principles and Audit Requirements for Federal Awards”, 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 state or federal government.
- 56.2. If the Vendor is a local government or non-profit organization and expends total federal awards during its fiscal year in an amount at or exceeding the threshold listed in 2 CFR Part 200, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”.
- 56.3. If the Vendor is a for-profit organization and expends total federal awards during its fiscal year in an amount at or exceeding the threshold listed in 2 CFR Part 200, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and in accordance with the laws and regulations governing the programs in which it participates.
- 56.4. If the Vendor expends total federal awards of less than the threshold listed in 2 CFR Part 200 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- 56.5. In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County no later than 90 days after the close of the agreement period.
- 56.6. In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.
- 56.7. Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor’s records during normal business hours. The County shall provide fourteen (14) days’ notice to Vendor in the event of such an audit.
- 56.8. The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- 56.9. Vendor shall maintain and make available such books, records and documents related to this Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.



## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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### **57. Assurance of Compliance**

- 57.1. The Vendor 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.
- 57.2. The Vendor hereby agrees that it will comply with:
- 57.2.1. 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 Vendor receives Federal financial assistance from the County.
  - 57.2.2. 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 Vendor receives Federal financial assistance from the County.
  - 57.2.3. 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 Vendor received Federal financial assistance from the County.
  - 57.2.4. 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 Vendor receives Federal financial assistance from the County.
- 57.3. The Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Vendor, its successors, transferees, and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Vendor by the County, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the

## ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Vendor for the period during which it retains ownership or possession of the property. The Vendor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

### **58. Worker Protection and Investment**

- 58.1. To the extent applicable, Vendor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Vendor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:
- 58.1.1. Construction Workplace Misclassification Act;
  - 58.1.2. Employment of Minors Child Labor Act;
  - 58.1.3. Minimum Wage Act;
  - 58.1.4. Prevailing Wage Act;
  - 58.1.5. Equal Pay Law;
  - 58.1.6. Employer to Pay Employment Medical Examination Fee Act;
  - 58.1.7. Seasonal Farm Labor Act;
  - 58.1.8. Wage Payment and Collection Law;
  - 58.1.9. Industrial Homework Law;
  - 58.1.10. Construction Industry Employee Verification Act;
  - 58.1.11. Act 102: Prohibition on Excessive Overtime in Healthcare;
  - 58.1.12. Apprenticeship and Training Act; and,
  - 58.1.13. Inspection of Employment Records Law.
- 58.2. Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.
- 58.3. Vendor shall certify compliance with the aforementioned statutes by completing the "Worker Protection and Investment Certification Form BOP-2201, Attachment K", attached hereto and made a part of this Agreement.

# ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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## **59. Vendor's Commitments**

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

## **60. Cooperation in Litigation**

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasijudicial bodies.

## **61. Membership Restrictions of Facilities**

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry, or gender.

## **62. Reporting of Allegations/Suspicious**

- 62.1. Vendor shall be responsible for resolution of consumer/family allegations against Vendor employees regarding theft and misappropriation, including instituting disciplinary/legal action against the employee if warranted. Vendor shall immediately notify County of all allegations made by or on behalf of a consumer funded under this Agreement.
- 62.2. All allegations made against any Vendor employee involving consumer abuse, neglect or exploitation shall be immediately reported to County and County's Older Adult Protective Services Unit. Failure to report such allegations shall jeopardize continuation of the agreement.
- 62.3. If any Vendor employee suspects consumer abuse, neglect, exploitation, or abandonment by individuals other than Vendor employees, it shall be immediately reported to County's Older Adult Protective Services Unit.

## **63. Headings**

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

## **64. Entire Agreement**

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

**ATTACHMENT A – PROPOSED FORM OF AGREEMENT  
AND GENERAL CONDITIONS**

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With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the Vendor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

**County of Berks**

**Vendor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): Kelly A. Laubach, CPPB

Name (printed): \_\_\_\_\_

Title: Director of Contracts and Procurement

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): George M. Rodrigues

Name (printed): \_\_\_\_\_

Title: Deputy Director, Contracts & Procurement

Title: \_\_\_\_\_

## ATTACHMENT B – HIPPA AGREEMENT

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### **BUSINESS ASSOCIATE AGREEMENT**

AND NOW, effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), this Business Associate Agreement (“**Agreement**”) is entered into by and between \_\_\_\_\_ (the “**Business Associate**”) and the **County of Berks** (the “**Covered Entity**”), located at 633 Court Street, 13<sup>th</sup> Floor, Services Center, Reading, PA 19601.<sup>1</sup>

WHEREAS, Business Associate will or may have access to, or may create on behalf of the Covered Entity, certain Protected Health Information (“**PHI**”) in carrying out its obligations, as more fully described below, and therefore is obligated to protect such PHI as a Business Associate, in accordance with the regulations issued by the U.S. Department of Health and Human Services (“**DHHS**”) pursuant to the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) (the regulations being promulgated thereunder being hereinafter referred to as the “**HIPAA/HITECH Regulations**”).

WHEREAS, the parties desire to delineate their obligations pursuant to the HIPAA/HITECH Regulations, all as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions.

(a) “**Breach**” shall have the same meaning as in 45 C.F.R. § 164.402, and shall include the acquisition, access, use or disclosure of “Protected Health Information” (as defined below) in a manner not permitted under the Privacy Rule, as defined below, and which compromises the privacy or security of the information, unless there is a low probability that the protected health information has been compromised based on Covered Entity’s risk assessment of the following factors:

(i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

(ii) the unauthorized person who used the protected health information or to whom the disclosure was made;

(iii) whether the protected health information was actually acquired or viewed, and

(iv) the extent to which the risk to the protected health information has been mitigated.

A Breach excludes: (1) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under HITECH; (2) Any inadvertent disclosure by a person

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<sup>1</sup> To the extent that the County is deemed to be a “Hybrid Entity” (as defined herein), all terms and conditions of this Agreement that apply with respect to the “Covered Entity” above shall apply equally to the County as a “Hybrid Entity” and/or to the covered components or functions of such entity.

## ATTACHMENT B – HIPPA AGREEMENT

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authorized to access protected health information at a Covered Entity or Business Associate to another person authorized to access protected health information at such entities, or organized health care arrangement in which the Covered Entity participates, and the information received is not further used or disclosed in a manner not permitted under HIPAA/HITECH Regulations; or (3) Any disclosure of protected health information where the Covered Entity determines in good faith that the person to whom the disclosure was made would not reasonably have been able to retain the information.

(b) “**Business Associate**” shall have the same meaning as in 45 C.F.R. § 160.103, and shall include with respect to a covered entity, a person or entity who, in performing its functions or activities on behalf of such covered entity creates, receives, maintains, or transmits Protected Health Information (as defined below), and includes a person or entity who:

(i) provides legal, actuarial, accounting, consulting, data aggregation (as defined in 45 C.F.R. § 164.501), management, administrative, accreditation, or financial services to or for such covered entity;

(ii) provides data transmission services with respect to protected health information to Covered Entity and that requires access on a routine basis to such protected health information;

(iii) a person that offers a personal health record to one or more individuals on behalf of a covered entity; or,

(iv) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

(c) “**Designated Record Set**” shall mean a group of records maintained by or for Covered Entity that includes the medical records and billing records about an “individual” maintained by or for the Covered Entity, and shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

(d) “**Electronic PHI**” shall mean electronic protected health information or “PHI”, as further defined below, and shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.

(e) “**HIPAA Rules**” shall mean the privacy, transaction and security regulations/standards further defined below, as promulgated pursuant to **HIPAA**, as codified at 45 C.F.R. Parts 160, 162 and 164.

(f) “**HITECH Standards**” shall mean the breach notification provisions/standards applicable to a business associate under **HITECH**, pursuant to the DHHS regulations promulgated thereunder, as codified at 45 C.F.R. § 164, Subpart D.

(g) “**Hybrid Entity**” shall have the same meaning as defined in 45 C.F.R. 164.103 and refers to a single legal entity whose business activities include both covered and non-covered HIPAA/HITECH functions.

(h) “**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

## ATTACHMENT B – HIPPA AGREEMENT

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(i) **“Individually Identifiable Health Information”** shall have the same meaning as defined in 45 C.F.R. § 160.103, and shall include health information, including demographic information collected from an individual that: (1) is created by or received from a health care provider, health plan, employer or health care clearinghouse, and (2) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and either (i) identifies the individual or (ii) there is a reasonable basis to believe that the information can be used to identify the individual.

(j) **“Protected Health Information”** or **“PHI”** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, including but not limited to the “individually identifiable health information” (as defined above) created or received by a business associate from or on behalf of a covered entity.

(k) **“Privacy Rule”** shall mean the standards for privacy of individually identifiable health information set forth at 45 C.F.R. § 164, Subpart E.

(l) **“Security Incident”** shall have the same meaning as defined in 45 C.F.R. § 304 and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(m) **“Security Rule”** shall mean the security standards, 45 C.F.R. § 164, Subpart C, as they exist now or as they may be amended, including but not limited to § 164.308 (Administrative Safeguards); § 164.310 (Physical Safeguards), and § 164.312 (Technical Safeguards).

(n) **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall have the same meaning as defined in 45 C.F.R. § 164.402, and shall mean PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS in the implementing regulations of HITECH.

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA/HITECH Regulations.

2. General Uses and Disclosures. Business Associate acknowledges and agrees as follows:

(a) Use or Disclosure. Business Associate agrees not to use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or as required by law.

(b) Minimum Necessary. Business Associate will take reasonable efforts to limit, use and disclosure of PHI to the minimum necessary to fulfill its obligations, or as necessary to fulfill the intended request, use or disclosure.

(c) Specific Use or Disclosure Provisions. Business Associate may use and disclose PHI to properly perform its obligations pursuant to the parties’ Services Agreement (the **“Services Agreement”**), and consistent with applicable law, as long as such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity, and/or such use or disclosure is expressly permitted in (i) through (iii) below:

(i) Business Associate may use PHI as minimally necessary to fulfill its obligations pursuant to the parties’ Services Agreement.

## ATTACHMENT B – HIPPA AGREEMENT

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(ii) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

(iii) Subject to Section 2(f) below, Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and (C) the third party notifies Business Associate of any instances of which it is aware that the privacy/security of the information has been breached in accordance with the HIPAA Rules and HITECH Standards.

(d) Security Safeguards. Business Associate agrees to use appropriate safeguards and comply with the security standards of Subpart C of 45 C.F.R. § 164, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement or applicable legal requirements. Business Associate shall provide Covered Entity with information concerning such safeguards as Covered Entity may reasonably request from time to time. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to use appropriate administrative, physical and technical safeguards to protect the Electronic PHI as required by the Security Rule.

(e) Mitigation/Indemnification. To the extent that Business Associate is responsible for a breach, Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Agreement, or in violation of applicable HIPAA/ HITECH Regulations. Business Associate acknowledges and agrees that it shall be liable for, and shall indemnify and hold Covered Entity harmless against, any claims, damages or government penalties, as well as reasonable attorneys' fees, resulting from any act or omission of Business Associate or its subcontractor(s)/agent(s) in breach of this Agreement, or in violation of law, including the HIPAA/HITECH Regulations.

(f) Subcontractors and Agents. Business Associate shall ensure that if any subcontractor, to the extent authorized by Covered Entity, creates, receives, maintains or transmits PHI for the Business Associate on behalf of the Covered Entity, the subcontractor shall agree to the same restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information, including the requirement that it implement reasonable and appropriate safeguards to protect any PHI that is disclosed to it, as well as the breach notification requirements applicable to PHI under HITECH, by executing a business associate agreement approved by Covered Entity. Business Associate shall notify Covered Entity of any subcontractor's breach of its business associate agreement, or of any privacy/security incident or violation of law applicable to the subcontractor, including Business Associate's steps to cure or mitigate subcontractor's breach, if applicable.

(g) Access. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than thirty (30) days following such request, Business Associate shall provide access or copies to Covered Entity of PHI, in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524.



## ATTACHMENT B – HIPPA AGREEMENT

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(h) Amendment. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than thirty (30) days following such request, Business Associate agrees to make PHI available to Covered Entity for any appropriate amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526.

(i) Accounting. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than sixty (60) days following such request, Business Associate agrees to document and make available to Covered Entity or subject Individual, for a reasonable cost-based fee (to the extent permitted by HIPAA Rules) such disclosures of PHI, and information related to such disclosures, necessary to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Audit and Inspection. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of the Covered Entity, available to DHHS or the Covered Entity, in a time and manner requested by DHHS or the Covered Entity, for purposes of determining the Business Associate's compliance with the HIPAA/HITECH Regulations.

(k) Compliance. To the extent the Business Associate is required to carry out any Covered Entity's obligations that are subject to the HIPAA/HITECH requirements, if applicable, Business Associate shall comply with all applicable HIPAA/HITECH requirements and standards the same extent as required by the Covered Entity.

### 3. Covered Entity Obligations.

(a) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(b) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(c) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any restriction of the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(d) If applicable to the Services Agreement, Covered Entity agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., trading partners) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

4. Security Incident Reporting/Breach Notification. Business Associate agrees to promptly notify the Covered Entity if Business Associate has knowledge of a Security Incident related in any way to the Services Agreement, that PHI has been used or disclosed by Business Associate, its subcontractor/agent or otherwise in a manner that violates the HIPAA/HITECH Regulations or this Business Associate Agreement. Business Associate agrees to report to the Covered Entity any Security Incident or breach of Unsecured PHI (as defined in Section 1) which Business Associate discovers (as

## ATTACHMENT B – HIPPA AGREEMENT

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defined in 45 C.F.R. § 164.410), immediately and without unreasonable delay, or as promptly as reasonably warranted by the circumstances (subject to (a) below), in order for Covered Entity to properly assess the breach and to comply with all applicable legal requirements in accordance with § the HITECH Standards.

(a) Business Associate shall provide the following information to the Covered Entity immediately upon discovery of a breach/incident except when, despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time, in which case the information shall be provided as soon as reasonably possible, but in no event more than two (2) business days following the breach/incident, and in accordance with 45 C.F.R. § 164.404 of the HITECH Rule, as follows:

- (i) the date of the breach/incident;
- (ii) the date of the discovery of the breach/incident;
- (iii) a description of the Unsecured PHI that was involved;
- (iv) identification of each Individual(s) whose Unsecured PHI has been or is reasonably believed to have been, accessed, acquired or disclosed; and,
- (v) any other information reasonably necessary to complete an assessment of the breach and requirements necessary for compliance with the HITECH Standards.

(b) At the direction of the Covered Entity, Business Associate will cooperate with Covered Entity in providing notification to the Individual(s) concerning Unsecured PHI that has been disclosed, as well as to DHHS and by media or public notice, if necessary, as may be required by the HITECH Rule.

(c) Business Associate agrees to take corrective action, if applicable, to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of this corrective action plan to Covered Entity promptly upon the reasonable request of Covered Entity.

### 5. Term; Termination.

(a) Except as otherwise expressly provided herein, the Term of this Business Associate Agreement shall expire automatically upon the termination or expiration of the parties' Services Agreement.

(b) Without limiting the termination rights of the parties pursuant to the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of this Business Associate Agreement, Covered Entity may notify Business Associate that it has thirty (30) days to cure such breach, or such shorter time as reasonably warranted by the circumstances. In the event Business Associate does not cure the breach, or if cure is infeasible as reasonably determined by Covered Entity, the Covered Entity shall have the right to terminate this Business Associate Agreement, upon written notice thereof.

(c) Upon termination of this Agreement for any reason, Business Associate shall, and/or shall cause its subcontractor/agent to, return or destroy and retain no copies of all PHI created or received by, Business Associate or its subcontractor/agent on behalf of the Covered Entity. If Business Associate determines that return or destruction of such information is not

## ATTACHMENT B – HIPPA AGREEMENT

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feasible, Business Associate shall provide Covered Entity with notification of conditions that render return or destruction infeasible. In such event, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Agreement and shall not use or disclose such information except for those purposes that make return or destruction of the information infeasible, for so long as Business Associate maintains the PHI.

(d) The obligations of Business Associate under this Business Associate Agreement shall survive the termination of this Agreement.

### 6. Miscellaneous.

(a) Amendment. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA/HITECH Regulations. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with all federal, state or other legal requirements, including, but not limited to, the requirements of the HIPAA/HITECH Regulations as may be amended from time to time. The parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that continually complies with the law and shall act at all times in accordance with the law, as fully incorporated herein, even this Agreement has not been formerly amended. Any other amendment to this Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

(b) Other Laws. In addition to the HIPAA/HITECH laws and regulations, the parties acknowledge that there may be other federal or state laws applicable to protecting the privacy and security of the medical or other personal information, including without limitation, Pennsylvania's Breach or Personal Information Notification Act (73 P.S. §§ 2301, et seq.), and the parties agree to fully comply with such laws and corresponding regulations, As fully incorporated by reference herein.

(c) Effect on the Services Agreement. Except as relates to the use, security, privacy and disclosure of PHI and electronic PHI transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the Services Agreement. All non-conflicting terms and conditions of the Services Agreement as between Covered Entity and Business Associate shall control the interpretation and enforcement of this Agreement and remain in full force and effect.

(d) No Third-Party Beneficiaries. Except as may be required by law, nothing express or implied in the Services Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(e) Governing Law. This Business Associate Agreement shall be governed by, and interpreted consistently with, the HIPAA/HITECH Regulations to the fullest extent applicable to this Agreement. In all other respects, the parties agree this Agreement shall be governed by, and interpreted consistently with, the parties' Services Agreement, which is fully incorporated by reference herein.

(f) Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither part may, without the specific prior written consent of the other party, assign any of its interest or rights in or to, or

**ATTACHMENT B – HIPPA AGREEMENT**

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arising under, this Agreement, or delegate the performance of any of its obligations and duties hereunder except to the extent permitted by the parties’ Services Agreement.

(g) No Waiver. The failure of any party or parties to enforce at any time any right or privilege under this Agreement shall in no way constitute or be construed as a waiver of that or any other right or privilege under this Agreement, nor shall it affect in any way the validity and full enforceability of this Agreement. No waiver of any right or privilege under this Agreement shall operate as a waiver of any other breach of that or any other provision of this Agreement and no waiver of any remedy for any such breach shall operate as a waiver of any other remedy for such breach. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such finding shall not invalidate the balance of this Agreement, which shall remain in full force and effect.

(h) No Prior Business Associate Agreement. This Business Associate Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior business associate agreements between the parties hereto.

IN WITNESS WHEREOF, the parties’ authorized representatives have executed this Agreement effective as of the day and year first above written.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

\_\_\_\_\_

**COUNTY OF BERKS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Kelly A. Laubach, CPPB

Title: \_\_\_\_\_

Title: Director of Contracts and Procurement

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): George M. Rodrigues

Title: \_\_\_\_\_

Title: Deputy Director, Contracts & Procurement

## ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

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### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Agreement pursuant to a Proposal. According to the Pennsylvania Antirigging Act, 62 Pa. C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a Proposal higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

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**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent of Proposer)

of \_\_\_\_\_, the Proposer that  
(Name of the Proposer)  
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal or complementary Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Berks or any person interested in the proposed Agreement;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the County of Berks, which the Proposer will be required to perform.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

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I state that \_\_\_\_\_ understands  
(Name of Proposer)

and acknowledges that the above representations are material and important and will be relied on by the County of Berks in awarding the Agreement for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the County of Berks of the true facts relating to the submission of proposals for this Agreement.

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTACHMENT D – PA MEDI VOLUNTEER HANDBOOK

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**pennsylvania**  
DEPARTMENT OF AGING

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# PA MEDI Volunteer Handbook

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Pennsylvania Department of Aging



**pennsylvania**

Medicare Education and Decision Insight

# Table of Contents

	<u>Page</u>
Welcome_____	1
Chapter 1: PA MEDI Organizational Overview_____	2
Chapter 2: PA MEDI Volunteers_____	6
Chapter 3: Volunteer Supervision and Support_____	8
Chapter 4: Volunteer Protections_____	10
Chapter 5: Volunteer Health and Safety_____	12
Chapter 6: Volunteer Screening_____	17
Chapter 7: Volunteer Performance Management_____	19
Chapter 8: Volunteer Behavior and Performance_____	24
Chapter 9: Volunteer Training_____	30
Chapter 10: Confidentiality_____	34
Chapter 11: Volunteer Rights and Responsibilities_____	36
Chapter 12: Information Technology_____	42
Chapter 13: Resources_____	46

# PA MEDI Volunteer Handbook

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## Welcome!

We are pleased you've decided to join us and take your first steps toward becoming a PA MEDI volunteer. Each year, we help a significant number of the nearly 2.7 million Medicare beneficiaries across the Commonwealth navigate complex Medicare choices. As a result, many people get better access to health care and could potentially lower their health and prescription drug costs. We could not do this work without people like you, caring and dedicated volunteers who are willing to learn how to help those in your community. For this, we are very grateful.

Our network of highly trained and dedicated PA MEDI volunteers and staff is truly remarkable. We welcome you to this unique program and trust you'll find your volunteer experience both supportive and rewarding.

Please use this handbook to guide you in your volunteer role. It contains our key policies and procedures aimed at providing our volunteers with a satisfying experience and our Medicare beneficiaries the best customer service possible. If you have questions, check with your Volunteer Coordinator or mentor. As always, we welcome your comments and feedback and would love to hear from you about how it's going.

Thank you for your service on behalf of Pennsylvania's Medicare beneficiaries. Without volunteers like you, this worthwhile program would not be possible.

Regards,

PA MEDI State Office  
PA Department of Aging  
Harrisburg, PA

# Chapter 1

## PA MEDI Organizational Overview

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### What is PA MEDI?

Pennsylvania Medicare Education and Decision Insight (PA MEDI) is the designated State Health Insurance Assistance Program (SHIP) in our state and is administered by the Pennsylvania Department of Aging (PDA). We help people with Medicare understand and navigate their health care coverage options, so they can make sound decisions that support both their physical and financial health. PA MEDI is a free, unbiased, and confidential service delivered by over 500 volunteers and paid staff across the Commonwealth. Fifty-two PA MEDI local offices, managed by Local Coordinators at the county-based Area Agencies on Aging (AAA), make services available to any Medicare beneficiary in need.

Teams of volunteers and staff provide individual counseling and assistance, community education presentations, and printed materials to the public. Certified PA MEDI Counselors conduct beneficiary counseling sessions through local offices covering every county in Pennsylvania. PA MEDI also has a helpline that refers callers to their local county office and other agencies for assistance with Medicare questions and concerns.

Certified PA MEDI Counselors are specially trained volunteers who can answer questions about Medicare, Medigap, Medicare Advantage plans, prescription drug coverage, preventive benefits, long-term care insurance, and more. They also serve as advocates for people with Medicare who want help filing a claim or resolving a dispute regarding their health care.

In addition to financial support from the Commonwealth, PA MEDI receives funding from the U.S. Administration for Community Living (ACL), an agency of the United States Department of Health and Human Services. ACL provides federal grant funding to 54 states and territories to provide local help to Medicare beneficiaries for their health care choices above and beyond what the national Medicare toll-free number can provide.

### Who Do We Serve?

Medicare beneficiaries, their families, and caregivers contact PA MEDI for a variety of reasons – to understand the options for those new to Medicare, to compare the cost of their current coverage with other plans, to get help solving problems with their billing and payment, to report suspected Medicare fraud, and more. We are a trusted source of information.

We assist Medicare beneficiaries from all walks of life, regardless of their income, education, background, or medical condition.

We do not discriminate based on race, creed, color, religion, gender, national origin, age, sexual orientation, identity/expression, familial status, marital status, physical or mental disability, or veteran's status.

Our goal is to make sure everyone who contacts us receives access to clear, accurate, and timely information.

## The Pennsylvania Department of Aging (PDA)

The mission of the Pennsylvania Department of Aging (PDA) is to promote independence, purpose, and well-being in the lives of older adults through advocacy, service, and protection.

PDA was created in 1979 to advocate for Pennsylvania's rapidly growing older population. Through a statewide network of 52 Area Agencies on Aging, the Department provides many benefits and services to Pennsylvania's 2.7 million people over the age of 60. This population continues to grow each year, with the 85 and older population the fastest growing segment.

## State Health Insurance Assistance Program (SHIP) Funding

The SHIP was created in 1990, and grants are administered by the U.S. Administration for Community Living (ACL). There are SHIPs in all 50 states, the District of Columbia, and three territories -- Guam, Puerto Rico, and the Virgin Islands.

Grant funding is available for SHIPs to plan and operate their programs to meet the ACL mission: To empower, educate, and assist Medicare-eligible individuals, their families, and caregivers through objective outreach, counseling, and training to make informed health insurance decisions that optimize access to care and benefits.

ACL expects the SHIPs to conduct targeted community-based outreach to people with Medicare who may be unable to access other sources of information. SHIPs also provide outreach and assistance to current and newly eligible Medicare beneficiaries, with a special emphasis on reaching people who will most likely be eligible for public

financial assistance programs helping defray some of the burden of their health care costs.

## PA MEDI Aging Services Supervisor Role and Responsibilities

The PA MEDI Aging Services Supervisor is an employee of the Pennsylvania Department of Aging. It is the Aging Services Supervisor's responsibility to ensure the execution of state and federal grants for local SHIP programs. The Aging Services Supervisor also provides direction to the PA MEDI network, serves as the program liaison with the Administration for Community Living and the Centers for Medicare and Medicaid Services, and manages program funding.

## PA MEDI Statewide Coordinator Role and Responsibilities

The PA MEDI Statewide Coordinator is an employee of the Pennsylvania Department of Aging. It is the Statewide Coordinator's responsibility to oversee the day-to-day operations of the program, direct PA MEDI regional and local staff, and ensure PA MEDI's mission and vision are fulfilled at the local level in accordance to SHIP operating standards. The Statewide Coordinator facilitates the implementation of statewide initiatives, monitors program activities, and assesses programs for service improvements and technical assistance needs.

## PA MEDI Regional Coordinator Role and Responsibilities

For PA MEDI purposes, the state has been divided into four regions – Northeast, Southeast, Central, and Western. Each region has a PA MEDI Regional Coordinator who is typically an employee of a local Area Agency on Aging office. The role of the Regional Coordinator is to work with assigned counties within their respective region to ensure local PA MEDI offices are well supported.

### Key Duties

- Train new PA MEDI volunteers and counselors.
- Conduct on-site assessments.
- Monitor performance.
- Provide technical assistance and coaching to staff and volunteers.
- Facilitate meetings and conference calls.
- Report trends to the State.
- Assist local programs with outreach and enrollment events.

## PA MEDI Local Coordinator Role and Responsibilities

At the local level, each PA MEDI office has a staff person designated as the PA MEDI Local Coordinator. In most cases, the PA MEDI Local Coordinator is a staff member of the Area Agency on Aging or the sub-contracting agency. The individual may work full or part-time for PA MEDI and may be responsible for other programs or services within the host organization. The PA MEDI Local Coordinator is responsible for administering the program at the local level and ensuring services are provided to the community.

### Key Duties

- Coordinate outreach and educational events.
- Recruit and manage volunteers.
- Develop local partnerships.
- Report program data.
- Evaluate program operations and make improvements, as needed.
- Counsel Medicare beneficiaries, as needed.

## PA MEDI Volunteer Coordinator Role and Responsibilities

The PA MEDI Volunteer Coordinator, in most cases, is the Local Coordinator. However, in some instances, this position may be held by someone else in the agency. The Volunteer Coordinator is responsible for volunteer recruitment, supervision, and recognition, as well as ensuring compliance to the Volunteer Risk and Program Management (VRPM) policies. This role becomes even more important when a volunteer's worksite has temporarily changed to working from home or a designated remote location due to an emergency or disaster.

### Key Duties

- Implement volunteer policies and procedures consistent with PA MEDI and Administration for Community Living (ACL) guidelines.
- Apply standard volunteer interviewing and screening processes with onboarding volunteers.
- Plan and implement appropriate volunteer recruitment, retention, and recognition strategies.
- Evaluate the overall effectiveness of the volunteer program through measurable goals and criteria.
- Develop a supervisory plan for volunteers who work from home or designated remote location as part of their assigned role or temporarily due to an emergency or disaster.
- Manage volunteer data in reporting systems.
- Maintain up-to-date volunteer personnel files.

## Chapter 2

# PA MEDI Volunteers

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### We Welcome Volunteers from All Walks of Life

All volunteer roles are open to community members regardless of race, creed, color, religion, gender, national origin, age, sexual orientation, identity/expression, familial status, marital status, physical or mental disability, or veteran's status. PA MEDI strives to develop a volunteer base that mirrors the diversity of the community in which each local program operates.

We ask all prospective volunteers to complete an application process. If they, and we, feel they meet the minimum requirements and are a good fit, they are welcomed to PA MEDI. All PA MEDI volunteers participate in some form of training and certification depending on the volunteer role they choose to pursue. They must also agree to abide by the policies and procedures of PA MEDI and their local agency, as detailed in this handbook and any local materials. Because training can be time-intensive, we ask most volunteers commit to at least a one-year term.

### Value and Impact of Volunteers

A statewide network of paid staff and volunteers contribute hundreds of thousands of hours each year helping Medicare beneficiaries and their families. Almost half of the PA MEDI services offered to the public are performed by our talented and dedicated volunteers. Without this generous commitment of time and energy, the program would be unable to reach the number and diversity of people we do.

### What Do Volunteers Do?

PA MEDI volunteers perform a variety of important roles that support our program and are equal partners in delivering our mission to local communities. Key roles and duties include:

- **Administrative Support** – Handle tasks such as copying, general filing, triaging inbound calls and making outbound phone calls, data entry, scheduling presentations, and fulfilling requests for information or materials.
- **Counselor** – Discuss individual Medicare health insurance situations with beneficiaries and/or their families and may conduct plan comparisons, review Medicare Summary Notices (MSN), billing statements, medical records, and other related financial and health documents. Counselors also educate beneficiaries about Medicare and accompanying products and programs.



- **Exhibitor/Information Distributor** – Provide general information about PA MEDI, Medicare, and accompanying products and programs by transporting and distributing written materials and supplies to public events held outside the local agency.
- **Presenter** – Make presentations to audiences consisting of Medicare beneficiaries, their caregivers, and/or other members of the public who want to gain awareness of PA MEDI and the national effort to educate Medicare beneficiaries regarding Medicare and accompanying products and programs.

Volunteers will receive a detailed Volunteer Role Description for their selected role. All role descriptions include, but may not be limited to the following:

- Purpose of the role.
- Role duties.
- Designated supervisor.
- Worksite location(s), which may include working from home or another designated remote location, during an emergency or disaster.
- Time frame for the performance of the work along with work schedule qualifications.
- Benefits of the role to volunteers.

If a role description was not provided, the volunteer should see the Volunteer Coordinator.

We support our volunteers by offering training, mentoring, and ensuring our volunteers are well informed and ready to serve.

The PA MEDI training process is designed to reassure volunteers they have learned what they need to know and helps them feel secure to do their job to the best of their ability and offer accurate information to the public.

## Chapter 3

# Volunteer Supervision and Support

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### Staff Support for Volunteers

PA MEDI has both the right and obligation to provide supervision and support, to manage the work done by volunteers, and to determine the nature and extent of supervisory guidance provided to volunteers. As such, each volunteer who has accepted a role with PA MEDI will have an identified supervisor who is responsible for direct supervision and support, and the volunteer agrees and accepts the supervision and support from this designated individual. The volunteer should consult with the Volunteer Coordinator regarding a plan of action for supervision and communication especially if the volunteer is working from home or a designated remote location as part of their assigned role or temporarily due to an emergency or disaster.

### PA MEDI Volunteer Coordinator

The Volunteer Coordinator will directly supervise and can help volunteers find the resources and support they need to perform their duties. If volunteers are having difficulty on the job, they should contact the Volunteer Coordinator immediately. Also, if a volunteer has any other questions or concerns about their duties or the program, the Volunteer Coordinator is the first person to ask.

### PA MEDI Local Coordinator

This person may also be the Volunteer Coordinator. However, if the PA MEDI Local Coordinator is not the Volunteer Coordinator, the PA MEDI Local Coordinator would be the person a volunteer goes to in the Volunteer Coordinator's absence or if the difficulty the volunteer is having on the job involves the Volunteer Coordinator.

### PA MEDI Regional Coordinator

PA MEDI Regional Coordinators are responsible for delivering training and technical assistance to a specific geographic region. They are responsible for presenting in-person training and online webinars for volunteers. They conduct updates and refresher training for the continuing education of volunteers and facilitate focus groups or surveys, from time-to-time, to gather feedback and recommended program improvements offered by volunteers.

They are also available by phone or email to answer technical questions volunteers may have related to Medicare and other health insurance. We recommend volunteers

first review their training materials and then consult with other counselors and the Local/Volunteer Coordinator. If a volunteer cannot find the answer through these routes, then contact the Volunteer Coordinator who will reach out to the Regional Coordinator.

## PA MEDI Statewide Coordinator

The PA MEDI Statewide Coordinator is directly responsible for the overall program administration statewide. If a volunteer cannot get resolution to a problem or issue at the local level, the Statewide Coordinator is available to lend an ear and help find a solution. The Statewide Coordinator is always open to hearing suggestions about how to improve the PA MEDI experience for volunteers.

## Chapter 4

# Volunteer Protections

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PA MEDI volunteers are protected in several ways including through federal law, state statutes, and insurance coverage by the volunteer's local agency.

To protect themselves, their beneficiaries, and the program, it is important for PA MEDI volunteers to work within the role they have been assigned and trained to do. It's also critical they abide by the policies and procedures outlined in this Handbook. This not only prevents potential litigation, it also averts possible uncomfortable situations for the volunteers and the beneficiaries and ensures services are being provided in an appropriate way.

### Federal Volunteer Protection Act

The Volunteer Protection Act, passed in 1997, protects volunteers who perform services but receive no compensation, or does not receive anything of value in lieu of compensation in excess of \$500 per year (reasonable reimbursement for expenses incurred is allowed). Volunteers, who receive a stipend for their services, over this limit, are not protected by this law. In addition, this law provides no protection for liability resulting from criminal acts.

The Volunteer Protection Act provides immunity for volunteers from harm caused by their acts or omissions under the following circumstances. If:

- The volunteer was acting within the scope of his or her responsibilities at the time of the alleged act or omission. The scope of a PA MEDI volunteer's role defined by the role description and the breadth of your training and certification.
- The volunteer was properly licensed, certified, or authorized to act, if appropriate or required. The certification requirements for each volunteer role are described in the training paths developed for each volunteer role.
- The harm was not caused by willful, criminal, or reckless misconduct, gross negligence, or a conscious, flagrant indifference to the rights or safety of the individual harmed.
- The harm was not caused by the volunteer operating a motor vehicle, vessel, or aircraft to which the State requires an operator's license and insurance.

### Pennsylvania Good Samaritan Statutes

Under Pennsylvania immunity law, volunteers who render public services for a nonprofit organization or for a Commonwealth or local government agency, shall not be liable for any civil damages as a result of any acts or omissions in performing their duties unless

the conduct falls substantially below the standards generally practiced and knew or should have known that such act or omission created a substantial risk of actual harm to the person or property of another.

## Chapter 5

# Volunteer Health and Safety

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PA MEDI, through the local programs, will ensure an infrastructure is in place to support volunteer involvement and volunteer program management that, together, create an appropriate, effective, productive, safe environment for every volunteer. Therefore, the policies and procedures in this Handbook apply whether the volunteer is working from home, at an activity (such as enrollment event), or at a remote location (such as at a coffee shop) and apply whether the volunteer is delivering SHIP services in person, over the phone, or virtually via a computer.

### Orientation and Safety Training

All volunteers will receive orientation on topics including, but not limited to:

- The purpose and values of PA MEDI.
- The nature and operation of the program or activity for which they are recruited.
- The purpose, duties, and requirements of the role they are accepting.
- Notification of the existence of a volunteer performance management system.

Volunteers must fulfill all mandatory orientation requirements before any work is assigned to them. As volunteers learn and become proficient in their role, they may be invited to provide feedback in the design of the orientation and/or delivery of orientation to new volunteers.

Volunteers will be informed of foreseeable hazardous aspects, materials, equipment, or processes they may encounter while performing volunteer work and are trained and equipped in methods to deal with all identified risks. The training will include discussion of safe work practices and methods for responding to potentially hazardous situations.

Volunteers need to exercise caution in all work activities and volunteers, who violate safety standards, who cause hazardous or dangerous situations, or who fail to report such situations, are subject to disciplinary action, up to and including dismissal.

Everyone engaged at any worksite is legally responsible for performing all tasks in a safe and secure manner. To maintain a safe and secure work environment, we require everyone, paid staff and volunteers alike, comply with all local, state, and federal safety and health regulations.

## Special Accommodations

We strive to make volunteering for PA MEDI as rewarding and inclusive an experience as possible. Many of our beneficiaries are persons with disabilities. We also encourage people with disabilities to join our community of volunteers. If a volunteer needs special accommodations, they should not hesitate to let the Volunteer Coordinator know. We will take care to maintain confidentiality to the greatest extent possible and will work to find accommodations that allow volunteers to contribute alongside their volunteer peers.

These accommodations might include:

- Removing barriers and increasing accessibility.
- Restructuring a volunteer job or role.
- Obtaining or modifying equipment or devices.
- Providing services, such as qualified readers or interpreters.
- Real-time captioning.

## Limiting Conditions Affecting Volunteer Work

As a safety precaution for both the volunteer and PA MEDI, volunteers who have any medical or psychological condition that might affect the safe and effective performance of their volunteer work are requested to consult with the Volunteer Coordinator about their ability to continue or take on the tasks of their volunteer assignments.

## Affiliate Agency Insurance Coverage

As is common business practice, local agencies may carry liability and accident insurance to protect their employees and volunteers. If a volunteer wants to know the type of coverage the agency maintains and how it relates to them, they should check with the Volunteer Coordinator.

Volunteers are also encouraged to consult with their own insurance agents regarding the extension of their personal insurance to include community volunteer work.

## Automobile Insurance Coverage

It is the volunteer's own automobile coverage that comes into play in the event of an accident or damage while a volunteer is driving their own car for PA MEDI work. Therefore, volunteers are advised to notify their own automobile insurance provider about their volunteer driving activities and ensure coverage is in place and provides adequate protection. PA MEDI volunteers who drive their own vehicle for PA MEDI work purposes are required to carry liability coverage on any vehicle so used.

The cost of this insurance, if any, is the responsibility of the volunteer. Automobile insurance coverage is verified at least annually by the Volunteer Coordinator, signed off by the volunteer, and the signed certification is retained in the volunteer's personnel file. Volunteers immediately notify the Volunteer Coordinator if their automobile insurance coverage lapses.

## Emergency Contact Procedures

The agency/local program is responsible for volunteers while they are volunteering. Therefore, volunteers will have the ability to reach their supervisor or other program authority in the event of an incident, danger, or substantive programming question while on duty.

It is equally critical the agency be able to reach the volunteer in the event of a change in schedule or other event, including a disaster or public health emergency, that requires off-hours contact. Volunteers should have provided this information during the application/interview process.

## Disaster Plan

The agency has a plan in place for dealing with natural disasters, including flood, tornado, earthquake, and pandemic. This plan includes a communication plan for alerting volunteers who might be performing their work in affected communities. The Volunteer Coordinator should have communicated or provided the plan during orientation.

## Labor Disputes

When a worksite is affected by a labor dispute, the Volunteer Coordinator, in consultation with PA MEDI management, determines whether it is appropriate for volunteers to continue their duties at the PA MEDI worksite and/or in alternate settings.

Where it is determined volunteers may continue their duties, no pressure or judgment is placed on volunteers who choose not to volunteer for the duration of the dispute.

When volunteers do stay involved during a labor dispute, they undertake only their regularly assigned duties and are not asked to, or of their own initiative, perform any additional duties.



## Incident Reporting and Response

PA MEDI is responsible for the safety and wellbeing of volunteers just as it is for the safety and wellbeing of paid staff. Any accident or injury to or by a volunteer is reported immediately to the Volunteer Coordinator or other agency authority. An incident reporting form and protocol exists. Volunteers promptly complete required accident and injury reports following any incident.

An “incident” may include, but is not limited to, an error in judgment, other misstep, or substandard performance (particularly in relation to provision of services to beneficiaries), lost possession, boundary breach, offensive remark, or sense of risk or peril while on duty.

In response to a reported incident involving PA MEDI volunteers, the Volunteer Coordinator will ensure/oversee the notification of relevant authorities (e.g., PA MEDI State office management, agency management, police, public health, insurance, etc.) as appropriate and undertakes subsequent steps necessary to respond to and resolve the incident.

## Home Visits

The agency may allow visits by PA MEDI volunteers to a beneficiary's residence when determined to be necessary. Please check with the agency to see if home visits are permitted/expected. In these instances, PA MEDI is required to have protocols in place to ensure the safety of the volunteers and the beneficiaries involved.

Travel to the local PA MEDI office may be difficult for some beneficiaries and/or their families. Where cost or travel logistics are a legitimate hardship, the program will attempt to schedule a virtual or phone appointment, locate a community transportation service for the beneficiary or, where necessary, arrange for the volunteer to meet the beneficiary in a safe and secure public place that also provides an environment suitable for the exchange of confidential information, such as a neighborhood library, or by arrangement with a partner agency located more conveniently for the beneficiary.

When home visits by volunteers to a beneficiary's residence are determined to be necessary, the program is required to have protocols in place to ensure the safety of the volunteers and the beneficiaries involved. If your agency does not have protocols in place, the following guidelines should be implemented:

- Visits are made in pairs (two volunteers or a volunteer and a staff member).
- Notice of the visit is provided to at least one other "on-alert" PA MEDI staff along with travel start and projected return times, beneficiary name, address, and phone number.

- At least one of the two visitors have a charged and working cell phone.
- The availability of cell phone or land line coverage is checked before entering the home; where phone coverage does not exist, the visit is cancelled.
- Volunteers who do not feel comfortable as they approach the home, or who become uncomfortable or threatened during a visit, terminate the visit in a non-confrontational manner, and report the event to their supervisors as soon as possible.
- Visiting volunteers notify the on-alert staff immediately upon their return from the visit.
- If return of the volunteers is overdue by more than 15 minutes, the on-alert staff attempts to contact the visiting staff by cell phone as pre-arranged; two attempts to reach the visiting staff are made at five-minute intervals.
- Failure to reach the visiting volunteers after two attempts triggers an immediate notification to the Volunteer Coordinator or other program/agency manager who implements further action as required, including, for example, calling the beneficiary's home, notification of authorities, and 911 contact.

Information sessions delivered in public settings, in senior housing complexes, nursing homes, etc. do not constitute a "home visit" for the purposes of this policy. In these kinds of apartment or congregate housing settings, "home visit" refers to contact inside a person's private apartment, residence, or room.

## Chapter 6

# Volunteer Screening

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### Driver's License and Record Checks

The agency may have a policy in place where prospective volunteers, whose volunteer responsibilities for PA MEDI involve operation of a motor vehicle, are subjected to two specific screening inquiries:

- proof of valid driver's license.
- driver's record check.

The nature and number of the offense(s) and when it (they) occurred will be considered in the screening decision.

If a volunteer was screened when they applied for their volunteer role and are still in that volunteer role, proof of valid driver's license will be asked for annually and a driver's record check will occur every three years.

### Probationary Period

All new volunteers are placed on probation for a period of three months after their initial training for their specific volunteer role is completed, and they have been placed into their selected volunteer role. Adjustments are made wherever appropriate, including the possibility of placement into a different volunteer role better suited for the volunteer. If it is determined by either party during the probation period involvement in PA MEDI is not appropriate, termination can be immediate and without prior notice or reason provided by either party. Probationary status also applies to volunteers who have been reassigned to a new volunteer role with PA MEDI.

The probationary period allows both the volunteer and the program to assess the appropriateness of the "fit" between the volunteer's interests, skills and abilities, and the mission, values, and work of the program.

The Volunteer Coordinator meets with the volunteer at the end of their probationary period to 1) end the probationary period and finalize their acceptance, or 2) make alternate plans if a volunteer's term is in question.

## Up-screening

Prospective volunteers are screened to the level based on their selected volunteer role. If a volunteer wants to be assigned to another volunteer role in which the initial screening process is more intensive than the volunteer's current role, the volunteer will be required to go through the additional screening requirements of the new role. Failure to satisfactorily meet these additional screening requirements is grounds for denial of assignment to the new role.

## Incomplete or False Information

Falsification of information, including material omission or misrepresentation at any point during screening, is grounds for immediate disqualification during the application process, discovered after acceptance, or from the rescreening process.

## Confidentiality of Volunteer Screening Information

The confidentiality of information collected during volunteer screening is carefully protected. It may be shared with PA MEDI screening/hiring authorities as needed in the determination of volunteer suitability.

# Chapter 7

## Volunteer Performance Management

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### Lines of Communication

Volunteers will receive all necessary information pertinent to the performance of their work assignments. Accordingly, volunteers are included in and have access to all appropriate information, memos, materials, meetings, and consumer records relevant to work assignments. When volunteers are working from home or a designated remote location as part of their assigned role or temporarily due to an emergency or disaster, there should be regular communication with volunteers.

To ensure volunteers receive all pertinent information, Volunteer Coordinators will facilitate the receipt of this information on a timely basis and ensure volunteers are included on all relevant distribution schedules and are given a method for access to information circulated in their absence.

Lines of communication operate in both directions and should exist both formally and informally. Volunteers are consulted regarding decisions that would substantially affect the performance of their duties and are encouraged to provide feedback and input on PA MEDI, via the Volunteer Coordinator.

### Placement Check-in

The agency may have a 30-day check in after a volunteer is placed in their volunteer role. If so, the Volunteer Coordinator will conduct a second interview with the volunteer to provide an opportunity for mutual assessment of the initial placement. At this point either the volunteer or the Volunteer Coordinator may request an adjustment to the role, re-assignment to a different role, or determine the volunteer is unsuitable for a role within PA MEDI. The goal of the placement check-in is to do whatever is possible to make the match work for the volunteer and the program.

### Evaluation

It is impossible to achieve success without monitoring performance and behavior against established communicated standards. As such, the Volunteer Coordinator will conduct periodic evaluation of the volunteer's work. This usually occurs annually around the anniversary of the volunteer start date. The substance and outcomes of volunteer performance evaluations are documented by the Volunteer Coordinator and placed in the volunteer's personnel file.

Volunteer contributions to PA MEDI and the community they serve are very valuable. Therefore, the Volunteer Coordinator should be providing feedback to volunteers whenever possible on the extent and significance of their work, including data on volunteer contributions that assist PA MEDI in meeting its service goals.

## Resignation

Volunteers are an asset to our program. At the same time, we understand a volunteer's commitment to us has a beginning and an end. Volunteers can resign their volunteer service with PA MEDI at any time for any reason. We simply ask volunteers who intend to resign provide as much advance notice of their departure as possible along with their reason for their decision. It helps us adjust the schedule, provide back up for the work the volunteer used to do, and recruit and train a volunteer to take their place. At the time of resignation, a volunteer should turn in all identification and other property or materials belonging to PA MEDI to the Volunteer Coordinator.

## Exit Interview

The Volunteer Coordinator will conduct an exit interview, so please help us improve the program by participating and offering candid feedback. We appreciate and welcome volunteer feedback. After all, if volunteers don't tell us, we won't have a chance to improve volunteer experiences.

## Grievance/Complaint Procedure

Volunteers with complaints or grievances with staff, other volunteers, beneficiaries, or partner organizations communicate these to the Volunteer Coordinator. If the complaint involves the Volunteer Coordinator (or designated supervisor), the volunteer conveys the complaint to the next person in the chain of command at PA MEDI. All complaints will be treated as confidential.

Every effort is made by the Volunteer Coordinator to achieve speedy and effective resolution of the situation and the volunteer is kept informed of the progress of this effort. The final decision regarding resolution and related action rests with PA MEDI.

## Investigation of Outside Complaints

From time-to-time accusations or complaints may be filed by beneficiaries or outside parties against volunteers. PA MEDI is obligated to follow up on these accusations and attempt to determine whether they have substance.

PA MEDI has a formal process for investigating and resolving complaints from beneficiaries and other outside parties against volunteers. This process will guide the response and ensure fairness and equitable application of the policy.

## Performance Issues

When performance issues arise, all PA MEDI volunteers have the right to honest and clear feedback from their Volunteer Coordinator and other staff about what is expected and how to improve. Volunteers also have the right to be given enough time to adjust. If a volunteer does not clearly understand a specific policy or procedure, please be sure to ask the Volunteer Coordinator to provide some clarity.

Standards of performance are established for each volunteer role. The performance standards are the basis to communicate the expectations and evaluate volunteer performance. A copy of the relevant standards of performance should be provided to volunteers at the beginning of their assignment. If a volunteer is struggling with a particular volunteer job, speak openly with the Volunteer Coordinator. If the volunteer does not think they will be able to perform the tasks, they can ask to be reassigned to another role that is a better fit.

We are committed to the success of all volunteers and try to offer enough training and support to ensure it.

## Progressive Corrective Action

PA MEDI has a written protocol for corrective action review and appeals that is communicated to a volunteer when they start their volunteer role. The corrective action includes a wide range of intervention techniques which are progressive in nature. When corrective action is necessary, it is positive, constructive, and success-oriented, designed to help volunteers whose performance and/or behavior is not meeting expectations.

The seriousness of corrective action is matched to the nature of the performance issue, becoming progressively more serious with either the unacceptability of the misbehavior or the repeated failure by the volunteer to improve the situation.

## Dismissal

We don't often ask volunteers to leave. However, PA MEDI is responsible for the performance of its workforce, both paid and volunteer. When volunteers demonstrate a consistent unwillingness or inability to meet expectations regarding performance and behavior, then the program has both the right and obligation to terminate their involvement as a volunteer. If that occurs, the Volunteer Coordinator will verbally dismiss the volunteer and send a written dismissal letter.

Volunteers, who do not adhere to the rules, policies, or procedures of PA MEDI or who repeatedly fail to perform a volunteer assignment satisfactorily despite supervisory support and other corrective action interventions, are subject to dismissal.

PA MEDI establishes grounds for dismissal of volunteers. Individual situations vary and the Volunteer Coordinator will use discretion and good judgment in all decisions regarding possible volunteer dismissal. Typically, dismissal is the last resort, applied only when other available and appropriate corrective actions have not been successful.

Following is a sample list of possible grounds for dismissal. This list is for illustration purposes and is not intended to be complete or comprehensive:

- Gross misconduct.
- Serious misjudgment that may undermine PA MEDI's trust in the volunteer, cause harm to others, or diminish public trust in the program.
- Insubordination including failure or unwillingness to perform essential role responsibilities and/or accept direction from authorized PA MEDI supervisory personnel.
- Being under the influence of alcohol or illegal drugs while on volunteer duty or representing the program.
- Dishonesty, theft, or other illegal acts.
- Loss of license (such as driver's license) or certification or qualification required to perform assigned duties.
- Unauthorized use or misuse of PA MEDI equipment or materials.
- Harm, abuse or mistreatment of beneficiaries, co-workers, or other persons
- Sexual harassment.
- Serious and repeated failure to abide by PA MEDI policies and procedures.
- Repeated failure to satisfactorily perform assigned duties.
- Irresolvable conflict of interest.
- Serious breach of boundaries.

When a volunteer is dismissed, the working relationship to PA MEDI, its services, personnel, and beneficiaries is irrevocably severed. Volunteers are informed further PA MEDI or service-related functioning along with connections with program personnel, partners, and beneficiaries cease upon dismissal. The Volunteer Coordinator will provide a written notice of such to all affected PA MEDI beneficiaries and personnel (paid and unpaid).

## Immediate Dismissal

Some behaviors are so unacceptable they are simply not tolerated by PA MEDI. Such behaviors trigger immediate dismissal of volunteers from all program volunteer service. When there is enough information to indicate the unacceptable behavior has taken place, the volunteer is immediately relieved of their duties.



PA MEDI establishes grounds for immediate dismissal. Individual situations vary and the Volunteer Coordinator will use discretion and good judgment in all decisions regarding possible volunteer dismissal.

The following is a sample list of possible grounds for immediate dismissal of a volunteer. This list is not intended to be complete or comprehensive:

- Fraud, theft, or abuse in connection with PA MEDI service.
- Serious illegal act.
- Gross negligence causing bodily harm in connection with volunteer service.
- Breach of confidentiality (depends on severity).
- Reporting for volunteer service in an impaired condition resulting from the use of alcohol or illegal drugs.
- Violence in the workplace.

## Chapter 8

# Volunteer Behavior and Performance

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Volunteering with PA MEDI can be an extremely rewarding experience. Our volunteers provide a valuable service our communities know they can count on. Over the years, our network of volunteers, staff, and community partners have built a reputation for sharing information that is accurate, complete, and unbiased. To maintain this reputation, we hold everyone, whether they are paid or unpaid, to the same ethical standards of conduct.

### Representing PA MEDI

Volunteers are representative of PA MEDI and, therefore, PDA as well. We trust volunteers will conduct themselves in a professional manner and respect all beneficiaries, community partners, staff, and other volunteers. Due to the sensitive nature of the information Medicare beneficiaries share with us and the important decisions they must make, it is critical volunteers follow our policies and procedures. If volunteers are unsure of a policy and/or procedure, they should always seek the counsel of the Volunteer Coordinator.

Volunteers do not say anything or act in any way that might obligate PA MEDI or be construed as a formal PA MEDI role. This applies to all oral and written communications, including online statements in social media or other forums.

Prohibited actions in this regard include, but are not limited to:

- Public statements that might in any way be construed as originating from or representing PA MEDI.
- Statements to the press regarding anything pertaining to PA MEDI or the volunteer's service with the program.
- Lobbying efforts with other organizations, governments, or other entities.
- Collaborations or joint initiatives not clearly authorized in advance by PA MEDI.
- Any agreements, undertakings, or contractual obligations on behalf of PA MEDI.
- Online statements in social media or other forums that might be construed as officially representing PA MEDI.

We are considered a trusted source of information for Medicare beneficiaries and for each other. We listen and share ideas with PA MEDI staff. We also act in a professional manner that includes respecting confidences and communicating clearly.

We ask volunteers also to be accountable to PA MEDI when involved in program work. It is equally important volunteers recognize and respect the limits of their skills and abilities; always work within the scope of the role volunteered for. We are happy volunteers are part of the program and will do everything we can to support them as they learn the program and their volunteer role.

## Public Appearance

As representatives of PA MEDI, we are responsible for presenting a good image to beneficiaries and the community. We ask all volunteers to dress appropriately for the conditions and the nature of their volunteer duties, maintaining a high standard of personal appearance, hygiene, and grooming at all times. We recommend you inquire with the Volunteer Coordinator to see if the agency has a specific dress code policy. All volunteers are issued identification indicating affiliation with PA MEDI. Volunteers must wear identification any time they are conducting PA MEDI work.

## Volunteer-Beneficiary Relationships

It is also important for volunteers to maintain appropriate interpersonal boundaries with beneficiaries. Volunteer relationships with beneficiaries have the same boundaries as those between paid staff and beneficiaries. It is appropriate to be friendly, courteous, and caring, but it is not appropriate to become friends with beneficiaries, their family members, or others connected to the delivery of service. Friendships with beneficiaries can lead to unclear boundaries, inappropriate expectations, the appearance of favoritism or exploitation, and conflicts of interest. Invitations to volunteers from beneficiaries to spend personal time together or to engage in other than PA MEDI business are declined respectfully, citing, as needed, this policy as the basis for their action.

### **Volunteer Need to Protect Their Personal Information:**

- Volunteers should give beneficiaries their first name only unless it is the agency's policy to provide full names.
- Volunteers should not give beneficiaries their home address or other personal contact information.
- Set up a separate Hotmail or Gmail email account for communicating with beneficiaries or use an email account provided by the agency.

## Volunteer-Paid Staff Relationships

Volunteers and paid staff are partners in implementing the mission of PA MEDI, with each having an equal, but complementary role to play. Each partner understands and respects the needs and abilities of the other. Paid staff do not make unreasonable demands on volunteers or request volunteers exceed the boundaries of their role description or the limits of their individual capacity.

Similarly, volunteers should take care when engaging in personal relationships with other volunteers or staff, especially those of a romantic nature. The local agency may have rules regarding inter-office relationships. If there are questions or concerns, consult with the Volunteer Coordinator or the local agency's human resources office regarding their policies on this issue.

## Conflict of Interest and Ethics Policies

No person, who has a conflict of interest in connection with the work they do at PA MEDI, whether personal, philosophical, or financial, may serve as a volunteer. Volunteers do not promote any personal or business interest while undertaking their assignments.

Therefore, to prevent any implied or unintentional conflict of interests or ethics, we abide by the following strict guidelines:

- Volunteers must not have an interest, financial or otherwise, direct, or indirect, or engage in a business transaction, or professional activity, that conflicts with the mission of the national SHIP.
- Avoid situations that invite a conflict or the appearance of a conflict.
- Avoid situations that undermine the confidence of the Pennsylvania Department of Aging, PA MEDI, and the local agency.
- Volunteers must not solicit business from beneficiaries.
- Volunteers and their immediate family members may not be insurance agents with any type of active insurance license(s) or hold titles of some designated professions (list available from the Volunteer Coordinator).
- Refrain from directly partnering with or referring to specific agents, brokers, or plans.
- We do not endorse specific products or services; therefore, volunteers may provide contact information for private-sector entities, such as insurance plans, but may not imply endorsement of their services or products or select them for the beneficiary (e.g. may provide Insurance Plan phone number, but not specific agent name).
- Avoid any relationship with an insurance company, agent, or broker, other than as a policy holder.
- Volunteers must not promote, advertise, or endorse public or private sector products and services in presentations, one-on-one meetings, on program materials, or on webpages.
- Volunteers should not provide financial, legal, or medical advice to beneficiaries.
- PA MEDI volunteers and staff never participate in, condone, or associate with illegal activity, fraud, deception, or dishonesty.

Volunteers need to disclose actual, potential, or perceived conflicts of interest to the Volunteer Coordinator immediately. Also, notify the Volunteer Coordinator immediately of any new situation or changed circumstances that may be an actual, potential, or perceived conflict of interest.

## Use of PA MEDI Affiliation

Volunteers may not use their affiliation with PA MEDI in connection with politics, religious matters, business dealing, or community issues. Volunteers do not sell, recommend, or endorse any specific insurance or medical product, agent, or company, or promote religious or political beliefs, perspectives, or practice.

## Accepting Compensation, Gifts, Gratuities, and Honoraria

Our services are provided free of charge to any Medicare beneficiary who needs them. PA MEDI volunteers cannot accept compensation, gifts, or gratuities from or enter any financial transactions (either lending or borrowing in either direction) with beneficiaries, their families, caregivers, or other representatives. Any such offerings should be respectfully and tactfully declined.

Honoraria offered to PA MEDI volunteers are respectfully and tactfully declined. Honoraria given to PA MEDI may be accepted by the volunteer on behalf of PA MEDI.

## Affiliation with Political Parties

Our volunteers may not engage in political activities while conducting PA MEDI work. This includes the display of political signs or materials on desks, in workspaces, or at counseling sites. Nor may volunteers solicit or accept contributions for a political purpose (to support a candidate, political committee, ballot issue, or cause) while conducting PA MEDI work. While volunteering, volunteers may not engage in lobbying, campaigning, or attempts to influence legislation. Volunteers may not use their status as a PA MEDI volunteer to publicly express personal opinions or endorse any product or service.

From time to time, our political leaders and other decision-makers need information about beneficiaries' experiences with Medicare and other programs. Because we work with beneficiaries every day, PA MEDI is uniquely positioned to provide the needed information. Volunteers may be asked to help by offering their insights. If approved by the Statewide Medicare Coordinator, you may provide information on prospective or current legislation in certain situations. Volunteers may also provide information or respond to general questions or inquiries from the public or elected officials about the program, if it is part of their official PA MEDI duties. If this activity is not, please check with the Volunteer Coordinator if asked to provide this kind of information.

## Using PA MEDI Resources

PA MEDI materials and resources are supported by public funds for which we are all accountable. This includes our program name, a volunteer's status, our grant funding, office supplies, equipment, and the materials and tools we develop for the program to use

locally. All should be used only for official purposes. Volunteers may not use PA MEDI resources for financial or personal gain. If a volunteer suspects or knows about any improper use of PA MEDI resources, it should be reported to the Volunteer Coordinator, Regional Coordinator, or the Statewide Medicare Coordinator.

## Harassment

PA MEDI is committed to providing a safe and respectful work environment for all personnel and beneficiaries. No one is expected to put up with harassment for any reason, at any time. No one has the right to harass anyone else, at the PA MEDI workplace or in any situation related to PA MEDI and services. PA MEDI treats all complaints of harassment seriously, whether they are made informally or formally. Action is taken on all complaints to ensure they are resolved quickly, confidentially, and fairly. Corrective action will be taken with anyone who has harassed a person or group of people.

Everything is done to stop it as soon as it is detected whether or not a complaint has been made. Appropriate corrective action and disciplinary measures are taken when harassment has occurred. Volunteers should report to the Volunteer Coordinator immediately if they are made to feel uncomfortable on the job through any behaviors or comments of beneficiaries, staff, or other volunteers.

## Abuse

If a volunteer witnesses instances of physical, psychological, financial, or verbal abuse of Medicare beneficiaries while performing their assigned duties, they are to report this to the Volunteer Coordinator right away so appropriate follow up action may occur.

If a volunteer witnesses violence in the workplace or at a counseling site, they are encouraged to call 9-1-1 immediately, and report the incident to local law enforcement authorities. Never share with anyone the beneficiary's whereabouts or even whether a beneficiary has approached PA MEDI for services. Volunteers should politely, but firmly, tell the requestor all beneficiary information is confidential, and they are unable to respond to the request.

## Alcohol and Drugs

PA MEDI operates a work environment free of alcohol and drug use/abuse. **This is a zero-tolerance policy.** Non-compliance is grounds for immediate dismissal. The possession or consumption of alcohol or illicit drugs, or the misuse of prescription or "over the counter" drugs is prohibited on PA MEDI premises or work sites, or in circumstances deemed by PA MEDI to present a serious risk to the interests of the program in terms of volunteer, paid staff, beneficiary or public safety, service quality, or the organization's reputation. Volunteers do not use, possess, transfer, distribute,

manufacture, or sell alcohol or any illegal drug while on PA MEDI property, while on duty, or while operating a vehicle on duty or while driving to or from a PA MEDI worksite. Volunteers taking legal medication, whether or not prescribed by a licensed medical practitioner, that affects or impairs judgment, coordination, or perception so as to adversely affect ability to perform work in a safe and productive manner, notifies their Volunteer Coordinator prior to engaging in PA MEDI work.

## Chapter 9

# Volunteer Training

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PA MEDI initial training, specialized training, and annual update training helps prepare volunteers to offer the best service possible to our beneficiaries and to keep up to date on any changes in Medicare. The goal of the training is for volunteers to be comfortable performing their volunteer duties, whether they are helping Medicare beneficiaries and their families make informed choices about their health care coverage, conducting a presentation, or entering accurate information into the SHIP Tracking and Reporting System (STARS) national database.

Because Medicare and other healthcare information are not only complex, but also ever-changing, all volunteers must complete training by reviewing training modules and passing the associated quizzes. It's a big commitment from a volunteer, but an even bigger payoff for our beneficiaries. We appreciate the time and effort volunteers put into learning and mastering skills for PA MEDI.

## Volunteer Commitments

As part of the PA MEDI volunteering experience, we provide training that helps support a volunteer's commitment to:

- Strive to become and remain proficient in their volunteer duties.
- Examine and keep current with emerging knowledge relevant to PA MEDI work.
- Participate in continuing education relevant to their volunteer role.
- Provide services only within the boundaries of training, responsibilities, and experience.
- Have a knowledge base of beneficiaries' cultures and be sensitive to beneficiaries' cultural beliefs.
- Seek the advice and counsel of colleagues and trainers whenever it is in the best interest of beneficiaries.
- Refer beneficiaries to others when specialized knowledge or expertise is needed to serve beneficiaries fully or when additional service is required.
- Attend all training sessions required for a specific volunteer role each year and as necessary.

## Volunteer Training Responsibilities of PDA

As much as possible, we include training methods that are active and simulate real life situations volunteers will likely encounter while volunteering. We also require the match of volunteers with a mentor, so they can practice what they learn.



To appeal to the widest range of learning styles and support the way adults enjoy learning, we also give volunteers the opportunity to:

- Talk to each other.
- Reflect on the content and determine how it applies to the volunteer role.
- See tasks being performed.
- Be physically active and perform tasks.
- Hear the instructions spoken.
- Read materials and take notes.
- Reason through real-life situations (i.e., role playing).

We do our best to keep training active and interesting for our volunteers. Lesson agendas maintain a consistent structure building upon itself and reinforcing learning. Also, we consider learning a team effort. Volunteers will take an active part in observing and assessing their peers to share skills and experiences with everyone.

All volunteers will take quizzes after each of the online course modules and a test at the end of their in-person training, if appropriate for the volunteer role. The quizzes are short, to the point, open book, and can be taken up to three times and need a passing score of 80%. They will help the volunteer gauge their current knowledge level and help determine if they are ready for the next step in the training process. A volunteer mentor will also be available to answer any questions.

### Updates on Changes

Technical information, as well as policies and procedures, change with time. Each year, we offer sessions to keep volunteers up to date and equipped to provide accurate information to the public. Volunteers have several continuous learning opportunities 1) update training sessions provided by PA MEDI Regional Coordinators; 2) PA MEDI webinars; and 3) self-study by following developments in Medicare.

We encourage volunteers to take every opportunity to enhance their skills and keep their knowledge current. Training sessions are also a great place to meet and network with other PA MEDI volunteers and staff.

### Special Topics Training

Volunteers will be given the opportunity to receive additional special topics training, as the need arises. Cultural Sensitivity training will be offered regularly. The level of cultural awareness in PA MEDI directly affects both the quality of work with individual beneficiaries and the effectiveness of the program in working with communities. The program must be, and must be perceived to be, a respectful member of the communities it serves. This requires volunteers to be knowledgeable regarding different cultures and to strive at all times to show respect for these cultures.

Volunteers are trained in the norms of consumer groups/cultures. Volunteers demonstrate

a respect for the norms and cultures of beneficiaries with whom they work and are sensitive to consumers' beliefs, traditions, and lifestyles.

Because excellent communication is a key to success in most PA MEDI volunteer roles, volunteers are placed according to their ability to communicate effectively with beneficiaries and participants from diverse populations.

## Local PA MEDI Responsibilities

Both PDA and the local agencies have responsibilities in supporting volunteers and their learning. The state PA MEDI office develops training materials and provides training online and in-person. Local PA MEDI's support volunteers through on-the-job peer mentoring and support.

### Training Preparation

When volunteers join PA MEDI, the Volunteer Coordinator will give them the details on how to access the online training modules and how to register for in-person training. The training delivery is flexible. The Mentee Guide has a list of suggested reading, so volunteers can get started right away. Volunteers should work with the Volunteer Coordinator and mentor to develop a training plan that works for with their schedule.

### Mentoring

While classroom style training can provide the basic knowledge, on-the-job training offers the opportunity to fine-tune learning and skills in a real world setting with the support of a mentor. Volunteers will be matched with a mentor to observe them and for the volunteer to observe the mentor as they progress through the training, thereby offering the opportunity to greatly enhance the ability to perform their volunteer work and make corrections in performance before incorrect information is communicated to the public. The Mentee Guide includes learning checklists for each lesson a volunteer can use to keep track of their learning at their own pace.

### Competency Certification

The information we share with beneficiaries is important. If inaccurate information is given out, it could be detrimental to their health or finances. PA MEDI training is designed to help volunteers gain confidence in delivering helpful and accurate information in clear and simple terms. Volunteers, who pass all online modules and in-person training (if applicable to their volunteer role), can be assured they have all the skills needed to perform their volunteer role. They should also feel proud they now know more than most people about how to navigate the complexities of Medicare.

The Volunteer Coordinator provides volunteers with the required training path for the volunteer role selected. Volunteers must fulfill mandatory training requirements before any work is assigned.

## Recertification

Those volunteers, who are certified counselors, will be required to take a recertification test every 2 years. If the volunteer does not pass the recertification test, they will be respectfully removed from the volunteer role until they are able to pass the recertification test. If they do not pass the test after 3 attempts, the volunteer will be required to retake the New Counselor training in its entirety before continuing to counsel beneficiaries, or they can be permanently placed in another volunteer role.

## Volunteer Career Paths

Volunteers are always encouraged to develop their skills while serving PA MEDI. We understand long term volunteers will often wish to progress during their time with the program, moving to different volunteer roles and sometimes accepting increasing levels of responsibility. PA MEDI finds this motivation extremely valuable, because these volunteers have the experience of being a volunteer over a period of time and usually have exemplary performance. If at any time a volunteer wishes to look at other volunteer roles, consult with the Volunteer Coordinator.

## Conference Attendance

Volunteers are encouraged to attend conferences and meetings relevant to their volunteer assignments, including those conferences sponsored by PA MEDI and by other organizations.

Permission and prior approval from the Volunteer Coordinator must be obtained before attending any conference or meeting to determine if attendance will interfere with the volunteer's work schedule or if reimbursement of expenses is sought.

## Volunteers as Volunteer Supervisors

The local PA MEDI may allow the assignment of experienced and qualified volunteers to supervise other volunteers and/or support responsibilities if the volunteer is under the direct supervision of the Volunteer Coordinator. Volunteers may be asked to assume this responsibility, but as with any additional assigned role, it is voluntary if a volunteer wants to assume the additional responsibility.

# Chapter 10

## Confidentiality

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### Overall Confidentiality

Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer, whether this information involves a member of the staff, a volunteer, a beneficiary or other person, or involves the overall business of PA MEDI. Volunteers take all steps necessary to safeguard the confidentiality of all PA MEDI and beneficiary related information and to prevent personal information of beneficiaries from falling into the possession of unauthorized persons. If a volunteer is working off site, including working from home or a designated remote location, all personal information obtained from beneficiaries for the purpose of counseling must be protected. All personal information must be in a secure location until it is either returned to the beneficiary or properly destroyed or stored by the local PA MEDI office the volunteer is affiliated with.

The definition of “secure location” means a place where beneficiary personal information is not in danger of being exposed to or read by unauthorized personnel. A secure location can be any location, such as a cabinet or box, that is locked. Only authorized staff or volunteers may have keys to access the secure location.

Volunteers use any information collected or obtained in their course of their volunteer work only to assist the beneficiary or otherwise fulfill volunteer role responsibilities. No information collected or obtained in the course of the volunteer’s work is disclosed other than when clearly approved by an authorized PA MEDI representative. **There is zero tolerance for breaches of confidentiality in connection with work at PA MEDI.** Volunteers will be required to sign a confidentiality agreement and full compliance with the agreement is a condition of continued involvement in PA MEDI.

While volunteering for PA MEDI, volunteers may become aware of private information about beneficiaries. This may be health/Medicare related or information of an otherwise personal nature. Confidentiality related to PA MEDI service delivery is a matter of highest importance. Even small breaches may cause harm to beneficiaries and/or to other persons and are subject to serious consequences up to and including dismissal.

There are times when the transfer of beneficiary personal information is necessary. In these cases, PA MEDI must obtain permission from the beneficiary to release information necessary to help them.

If a volunteer accidentally releases confidential information to an unauthorized person or entity, they should make a prompt attempt to correct the situation. If a volunteer thinks they may have released something inappropriately, immediately inform the Volunteer Coordinator. The Volunteer Coordinator may contact or ask the volunteer to contact the receiving person or organization. The volunteer or the Volunteer

Coordinator should request the receiving person or organization return (if written) the released information and agree not to use or re-release the information.

## Privacy and Location of Counseling

Face-to-face work with individual beneficiaries primarily takes place at PA MEDI offices (or those of partner agencies). If beneficiaries are unable to travel to PA MEDI (or partner's) office, volunteers discuss with the Volunteer Coordinator alternate meeting arrangements that will maintain beneficiary privacy. Off-site counseling work is not undertaken by volunteers without prior approval. When one-to-one information is requested by an audience member at a public presentation, volunteers provide only general information and do not gather personal, financial, or other confidential information from the beneficiary. Inquiries involving the collection of such personal, financial, or other confidential information are referred for a more formal counseling session in an appropriately private location. A volunteer must ensure confidentiality by having a private area or room to conduct PA MEDI business. This is especially important when in a public location (such as at a library during an enrollment event) or when at home and the volunteer lives with other family members or has visitors to their home.

## SHIP Unique Identification (ID) System for Certified Volunteer Counselors

The Centers for Medicare and Medicaid Services (CMS) also takes steps to protect beneficiary information. With the state PA MEDI supervisor's approval, Unique ID numbers are assigned to certified volunteer counselors only. These can be used to obtain information on the beneficiary's behalf without the beneficiary's written permission or their presence on the phone. The goal is to promote a quick and smooth flow of information to solve beneficiary issues quickly.

Information gained by using a Unique ID is confidential and is not to be shared with anyone, including other volunteers.

Customer service representatives who staff Medicare's Hotline (1-800- MEDICARE) along with certain Medicare Advantage Plans and Prescription Drug Plans honor the Unique ID system. Not all the independent insurance companies are willing to recognize the Unique ID as permission to disclose their consumer's information. When obtaining information from these and other entities, a beneficiary information release form must be used.

To obtain a Unique ID, counselors must complete a training about confidentiality and request the appropriate form from their Volunteer Coordinator. The Volunteer Coordinator will then email the completed form to the state PA MEDI Aging Services Supervisor for approval and activation.

# Chapter 11

## Volunteer Rights and Responsibilities

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Volunteers are viewed as a valuable resource to PA MEDI, its staff, and its beneficiaries. Volunteers have the right to be given meaningful assignments, the right to be treated as equal co-workers, the right to effective supervision, the right to be informed about significant matters affecting their roles, and the right to recognition for work done.

In return, volunteers agree to actively perform their duties to the best of their abilities, comply with the volunteer policies and other work-related direction and provisions, and remain loyal to the values, goals, and procedures of PA MEDI.

### Fair and Equitable Application of Policies and Procedures

The policies and procedures in this Handbook and compliance with these policies and procedures is a condition of continued volunteer involvement with PA MEDI.

### Volunteering at the Discretion of PA MEDI

PA MEDI has both the right and the obligation to ensure its volunteers are capable of effectively performing their volunteer role. PA MEDI accepts volunteers with the understanding such service is at the sole discretion of the program. Volunteers agree the program may, at any time, decide to terminate the volunteer or to make changes in their volunteer role. A volunteer may at any time, for any reason, decide to sever their volunteer tenure with PA MEDI. Notice of such a decision should be communicated at least two weeks in advance, or as soon as possible to the Volunteer Coordinator.

### Refusal of Assignments

Volunteers may choose to refuse work assignments whenever an assignment is beyond their volunteer role description, requires the volunteer to perform a function for which they have not been trained or are not qualified, exceeds the limits of their individual capacity, or they are uncomfortable performing a particular assignment or role. Such refusal will not affect the volunteer's continued service to PA MEDI. If a volunteer chooses to refuse a work assignment, they should provide advance notice of refusal to the Volunteer Coordinator along with reasons for the refusal.

## Length of Volunteer Service

Because volunteers have a right to know the expected tenure of the position, volunteer positions have a time limit. All volunteer roles have a set term of service. Volunteer assignments end at the conclusion of their set term, without expectation or requirement of re-assignment of that role by the volunteer. Renewal of a volunteer role is not automatic and will be based on the volunteer's performance and reliability.

Terms are of one-year duration or less, with an option for renewal at the discretion of both parties. Volunteers sign an agreement to fulfill the designated term of work. This agreement is mandatory in roles for which extensive training is required or for roles in which volunteers are assigned to a specific case or to work with a specific beneficiary.

At any time, volunteers may seek a different volunteer assignment within the program or with another organization or may retire from volunteer service.

## Beneficiaries and Relatives as Volunteers

Relatives of beneficiaries may serve as volunteers, but the volunteer should not be placed in a position of directly serving those relatives who are receiving services.

## Volunteer Record

There is a record maintained on every volunteer. This record contains such information as the volunteer's application and screening information gathered from the interview, dates of services, volunteer role, training and orientation received, current contact information, etc. Upon reasonable notice to the Volunteer Coordinator, volunteers may examine the contents of their own records.

## Importance of Reporting

The information volunteers track helps us:

- Better manage a large, dispersed program.
- Assess whether services are being provided fairly across the state.
- Know whether our resources are being spent wisely.
- Focus on areas where we can improve.
- Share our story with lawmakers and others in charge of policy decisions.
- Comply with the requirements of our funders.

## Local PA MEDI Requirements

Local PA MEDI offices set their own policies and procedures for scheduling and tracking the time of their volunteers. Check with the Volunteer Coordinator to find out more about the following:

- Attendance (scheduling work hours, who to notify when sick, etc.).
- Leave of Absence - At the discretion of the Volunteer Coordinator leaves of absence are granted to volunteers.
- Absenteeism - Volunteers are expected to be reliable and punctual. When expecting to be absent from a scheduled duty, volunteers inform the Volunteer Coordinator as far in advance as possible so alternate arrangements may be made. It is neither the responsibility nor the right of volunteers to find or assign an alternate person to perform their work. Frequent absenteeism results in a review of the volunteer's work assignment and/or term of service.
- Volunteer Time Sheets (where and when to submit volunteer hours).
- Travel Reimbursement (if the local program offers it and how to request it).
- Other perks (other reimbursements, parking, volunteer recognition, etc.).

## Required Forms

There are three simple forms volunteers may be asked to complete depending on their volunteer responsibilities:

- **Time Sheet** – Time sheets help us better understand the contributions of volunteers statewide and help us analyze our current and future capacity for serving beneficiaries. The Volunteer Coordinator will have a time sheet volunteers should complete. They can give directions on how to complete it and when to turn it in.

Volunteer hours are entered into the STARS national database under the Activity Form to be counted with all the other volunteers across the state.

Depending on the volunteer role, volunteers may also have to fill out the following forms:

- **Beneficiary Contact Form** – The Beneficiary Contact Form (BCF) gathers information about each beneficiary we serve and their information needs. The form is filled out each time a volunteer counselor meets or speaks with a beneficiary.

Beneficiary Contact Forms are entered into the STARS national database to be counted alongside all the other work SHIP volunteers are doing across the country.



Individual beneficiary data contact information and names are removed when the federal grantor uses the data for any trending or reporting. The data we collect helps us better understand the demographics of those we serve and the issues they are facing.

- **Group Outreach and Education Form** – This form captures all the outreach and community education efforts, whether they are public presentations, health fairs, or enrollment events. One form should be completed for each event, regardless of how many volunteers participate.

Like the Beneficiary Contact Form, this form is also entered to the STARS national database. This data helps us understand which communities we are reaching and who may still need help. It also helps us track which topic areas we are covering most often.

## Data Integrity

Many people across Pennsylvania and the United States look at the statewide data SHIPs collect to better understand the needs of Medicare beneficiaries and to track trends in direct service. Local programs track their progress toward specific goals each quarter using the data volunteers and staff provide. The U.S. Administration for Community Living (ACL) staff at the federal level share our aggregate data with decision-makers to make the case for ongoing SHIP support and funding as our service levels grow.

To help everyone, the accuracy and integrity of our data must be sound. We assure our stakeholders – at the community, state, and federal level – our information is trustworthy, and the outcomes we demonstrate are solid. Volunteers play a critical role in gathering complete and accurate data and ensuring information for all PA MEDI activity is documented. We appreciate your contributions to this effort.

## Data Entry Deadlines

Local PA MEDI offices each handle their data management differently depending on their preferences and needs. Some programs ask each volunteer to enter their own information in the STARS national database. Others have volunteers or staff who take on the responsibility for data entry for the entire team. Ask the Volunteer Coordinator how data collection is handled and be sure to get the forms needed.

Local and State PA MEDI offices have monthly data entry due dates. Be sure paperwork is turned in and entered in a timely manner.

## Use of Agency-Approved Materials

For quality control purposes and statewide consistency, please distribute to the public only materials provided by PA MEDI or your affiliate agency. Care is taken to produce publications that are helpful, easy to understand, and have a consistent look and feel. They are also used to increase the visibility and recognition of PA MEDI.

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To make the best use of program funds, PA MEDI staff selects helpful materials from a variety of sources, such as the Centers for Medicare and Medicaid Services (CMS), to distribute to the public. We also write and edit additional publications specific to Pennsylvania or are not available elsewhere.

# Chapter 12

## Information Technology

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### Information Procedures

Having an information management protocol ensures the safe handling, transmission, and storage of beneficiaries sensitive personal identifying information and protected personal and health information. While conducting PA MEDI work, volunteers have access to Medicare numbers, Social Security numbers, birth dates, medical records, and financial information in combination with names, addresses, telephone numbers, and other sensitive information.

Therefore, PA MEDI has an information management protocol in place outlining procedures regarding volunteer access to and use of beneficiary information and the safe operation, transport, and storage of computers used to collect and store program and beneficiary information. The protocol also specifies appropriate and inappropriate use of PA MEDI computers by volunteers. All equipment purchased by the local agency with federally allocated funding is deemed property of the PDA.

All agency issued computers, cell phones, and other equipment stored or transported from the agency's main office must have a specific set of protocols in place for protecting confidential information while the devices are in use, in transit, or in storage.

All personal computers and cell phones used by volunteers must also adhere to the protocols protecting confidential information while the devices are in use, in transit, or in storage.

Recommended Guidelines for agency issued or personal equipment:

#### Computer:

- Should be password protected.
- Should have the timeout function enabled.
- Never use an unsecured/public Wi-Fi network, secured networks require a password for internet access.
- Periodically clear the cache. This is important if the personal computer is shared with others in the household.
- Use a standardized and most current version of a browser.
- Ensure the software and security updates are current.
- Must have an anti-virus software program.
- Close browser window and log out of websites after EACH beneficiary session.

- Do not share usernames and passwords.
- Log out of computer when done for the day.

#### Email:

- Counselors should have an agency issued email or create another email separate from their personal email to be used only for their volunteer work. If not agency issued, the email should be provided to the volunteer's supervisor.
- Counselors should send personal identifiable and personal health information by secure/encrypted email regardless to whom it is sent to.

#### Video Conferencing:

- Counselors should pay attention to what is in the background when using video conferencing. For example, there should be no personal identifiable information of the volunteer or beneficiaries, no political messaging, etc.

#### Cell Phones:

- Use \*67 to block personal cell phone number if volunteer does not have an agency issued cell phone.

#### Volunteer's Home:

- Should have an area of their home designated for volunteer work. This is especially important if the volunteer shares their household with another person, and the volunteer is counseling a beneficiary.
- Should have a locked/secure area to keep beneficiary information confidential, such as completed BCFs, so no one living with or visiting the volunteer has access to the information. If the volunteer does not have a secure location to keep confidential information, see the Volunteer Coordinator for a lock box.

## Internet Protocol

The main reason for having an internet protocol is to ensure the safe electronic transmission of Medicare beneficiaries' sensitive personal identifying information and protected personal and health information between volunteers, beneficiaries, and other PA MEDI staff. Other reasons for establishing an Internet protocol are to:

- Raise awareness among volunteers and paid staff of their role in protecting the privacy of Medicare beneficiaries through appropriate use of the Internet.
- Prevent identity theft that can result from information security breaches through the use of spyware and hacking.
- Prevent breaches that could expose the organization to fines for violating state privacy protection laws or to lawsuits for failure to properly safeguard protected information.

- Provide information on the legitimate and ethical use of PA MEDI electronic messaging systems (email, texting, and instant messaging) and internet access for business and personal use of state resources. This policy applies whether the volunteer is working from home, remotely (such as at an enrollment event), or using virtual technology.

As such, PA MEDI has a protocol for use of the internet, covering e-mail usage and appropriate access to web sites, regardless of whether it is agency issued or personal equipment. Volunteers, who use wireless devices including but not limited to computers and cell phones to connect to a secure internet or use their personal computers while performing PA MEDI work, will also receive appropriate training.

## Reporting Stolen or Lost Beneficiary Information

No matter how diligent volunteers may be, there remains a possibility data will be misplaced or stolen. Common consideration, along with privacy protection and security breach laws, require PA MEDI to promptly notify persons who's protected personal information has been stolen or lost. This enables the affected person to act as appropriate to ease the loss. Another reason to notify affected persons is to rebuild trust through transparency.

If data is misplaced or stolen, volunteers immediately notify their Volunteer Coordinator, so appropriate notification can be made to affected beneficiaries and authorities. Future safeguards will be instituted as appropriate.

## PA MEDI Reporting Software Use

All agency information security policies related to general computer and internet use also apply to the STARS national database.

ACL requires PA MEDI to report performance data into the STARS national database. The national database contains sensitive personal identifying information and protected personal and health information which must be protected.

Volunteers, who enter information into the STARS national database, are given their own user account and do not share the account with other PA MEDI staff or volunteers. When any volunteer with a user account leaves the program, their user account is immediately disabled by the state PA MEDI office.

## Use of Social Media by Volunteers

Social media should be used responsibly by volunteers. The same principles and policies that apply to volunteer behavior in any volunteer role also apply to all activities online.

Failure to utilize social media appropriately can lead to disciplinary action. Ultimately, volunteers are responsible for what they post online, not PA MEDI or the agency they work for. However, irresponsible use of social media by a volunteer can harm PA MEDI. PA MEDI believes social media, when used appropriately, can be a powerful tool to increase awareness, support, and sense of community. We believe a thoughtful approach to online activity (blogs, social networking, link-sharing, etc.) can enhance the reputation of the program and help recruit needed supporters and volunteers.

The following guidelines apply to all volunteer use of social media:

- Be transparent. The volunteer must always identify themselves and their role with PA MEDI. Remember to state the volunteer's views do not represent those of the program unless they have obtained specific approval.
- Be respectful and considerate of others. Do not post disparaging or defamatory statements about PA MEDI, ACL or other organizations, staff, volunteers, beneficiaries, or other parties.
- Be honest and accurate and avoid spreading rumors based on lack of information.
- Don't reveal confidential information about PA MEDI or beneficiaries.
- Never discuss online any identifiable details on a current or past case or beneficiary.
- Separate any social media communications related to PA MEDI from the volunteer's own personal social media communications. Separate accounts should be set up for discussions of their PA MEDI work and their personal and family social media interactions.
- If a volunteer is concerned about the appropriateness of any statement or online activity, they must discuss it first with the Volunteer Coordinator.
- If a volunteer sees content in social media that reflects poorly on PA MEDI, it should be reported to the Volunteer Coordinator.

# Chapter 13

## Resources

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### Helpful Websites

#### **Pennsylvania Department of Aging Website**

<http://www.aging.pa.gov>

This website has information about the various services offered by the Department. PA MEDI is listed in Aging Services under Insurance.

#### **The SHIP National Technical Assistance Center**

<https://www.shiptacenter.org>

The national SHIP website contains valuable Medicare information and resources. To access the secure parts of the website, you will need to enter a username and password. Volunteers will need to talk with the Volunteer Coordinator on the details to receive approval to access this website. After entering the website, click on SHIP Login and request access. Volunteers can also get contact information for SHIPs outside Pennsylvania, by clicking on Contact your state SHIP.

Additionally this website houses a link to a listing of Medicare Supplemental Insurance (Medigap) Policies available to the beneficiary, costs, and additional information associated with the policy, after the volunteer answers some questions about the beneficiary.

#### **The Centers for Medicare and Medicaid Services**

<http://cms.hhs.gov>

On the homepage are links to Medicare and Medicaid information, regulations, guidance, and standards. This website is for professionals and volunteers who are working with the Medicare and Medicaid system. Volunteers will also find information on Medicare's toll-free line, 1-800-MEDICARE, etc. The website is large but is searchable by keywords.

#### **Medicare.gov**

<http://www.medicare.gov>

This website has a wealth of consumer tools, such as the Medicare Plan Finder and Medigap Policy Search tools, as well as tools to compare the quality of hospitals and providers. Links to files and hard copies of Medicare publications can be ordered by accessing the publications page through the Resource Locator drop down menu.

Medicare beneficiaries can register for a username and password so they can view information about their charges and claims, find the plan they are enrolled in, check on



the status of their deductibles and other payments, access online forms, and maintain a prescription drug list.

### **US Administration for Community Living**

<http://www.acl.gov>

The agency website provides information about all Administration for Community Living programs. The site assists older adults and their families in finding local programs and benefits by clicking on People with Disabilities, Older Adults, Family & Friends.

### **Benefits CheckUp**

<http://www.benefitscheckup.org/>

Benefits CheckUp is a free service of the National Council on Aging. Through their web page, the public can find and enroll in federal, state, local, and private programs that help pay for health care, prescription drugs, utility bills, meals, and other assistance. The search can be done anonymously - it is not necessary to input personal contact information, only geographic and income information, to get a report that lists programs and local phone numbers and addresses for them. The report lists what is needed to apply and, in some cases, allows the user to apply for a benefit directly through a web link.

## **PA MEDI Publications and Counseling Materials**

In addition to the web resources previously listed and PA MEDI training program materials, PA MEDI also has several tools and publications to help volunteers learn and share information with beneficiaries.

Here are the various types:

**Job Aids** – PA MEDI volunteers are provided short “cheat sheets” to assist them in performing their role with beneficiaries. These are handy reference tools that pull reference information into a short, portable format.

**Reference Publications** – PA MEDI training staff has pulled together several federal and state source publications from trusted sources, such as the Centers for Medicare and Medicaid Services (CMS) and the Social Security Administration (SSA). These are, in most cases, too detailed for beneficiaries but are very helpful as a reference source for volunteers.

**Beneficiary Publications** – Publications that may be helpful to beneficiaries and their families depending on their questions or current issues. These are also good reference sources for PA MEDI volunteers.

**Community Education Toolkits and Marketing Materials** – Items like the PA MEDI Brochure are available to help spread the word about PA MEDI services and opportunities for volunteers. Also, Community Education Toolkits on various topics are

available and include slide decks to present local workshops for beneficiaries.

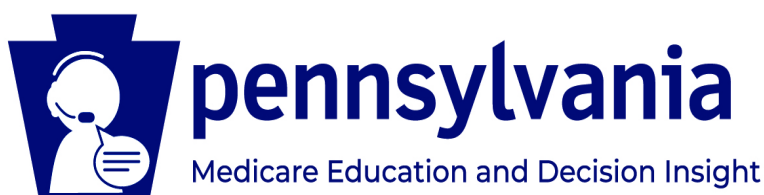
## Acknowledgements

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This handbook was created as a part of the Pennsylvania Medicare Education and Decision Insight, PA MEDI, Volunteer Training Program to provide guidance on PA MEDI policies and procedures. PA MEDI is the State Health Insurance Assistance Program (SHIP) for Pennsylvania, providing free, unbiased, and confidential benefits counseling for people with Medicare.

This handbook contains the Volunteer Risk and Program Management (VRPM) policies that ACL requires all SHIPs nationwide to adopt. The VRPM policies were effective July 1, 2018 and include any amendments (September 2020) thereafter.

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LOCAL HELP FOR PEOPLE WITH MEDICARE



ATTACHMENT E – VOLUNTEER RISK AND PROGRAM MANAGEMENT  
POLICY MANUAL

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**pennsylvania**

Medicare Education and Decision Insight

# **VOLUNTEER RISK AND PROGRAM MANAGEMENT POLICIES**

The policies in this manual have been developed and are required (where applicable) by the Administration for Community Living (ACL) and to be implemented by April 1, 2018

November 5, 2021

# TABLE OF CONTENTS

<b>Introduction</b> .....	<b>2</b>
<b>Section 1.0: Introductory Policies</b> .....	<b>4</b>
<b>Section 2.0: Risk Management and Health and Safety</b> .....	<b>8</b>
<b>Section 3.0: Volunteer Program Management</b> .....	<b>17</b>
Infrastructure .....	17
Role Design.....	23
Recruitment .....	28
Screening.....	31
Placement .....	42
Orientation and Training.....	45
Performance Management.....	49
Volunteer Behavior, Performance and Roles .....	64
Retention and Recognition .....	75
Volunteer/Paid Staff Relationships.....	77
<b>Section 4.0: Information Technology</b> .....	<b>82</b>
<b>Definitions of Terms</b> .....	<b>87</b>
Harassment .....	87
Human rights.....	87
In-kind staff .....	87
Positions of trust.....	88
Social media .....	88
Volunteer .....	88

# INTRODUCTION

The State Health Insurance Assistance Programs (SHIPs) rely on volunteers to serve the Medicare beneficiaries within their states and territories. Without sound volunteer policies, there are inherent risks to the SHIPs in recruiting and using these volunteers. With that in mind, the Administration for Community Living (ACL) has developed a set of volunteer policies which are described in this document. These volunteer policies are designed to establish and organize the structure and operation of volunteer programs within the SHIP. They describe the governing principles and values that shape and guide volunteer involvement, set expectations regarding the management of volunteer programs, delineate core expectations of SHIP volunteers, and broadly describe what volunteers may expect from the SHIP.

The purpose of these volunteer policies is to enhance the quality, effectiveness, and safety of SHIP services through the provision of guidance and direction to SHIP staff and volunteers. The volunteer policies are intended to support internal program management. They do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement.

The volunteer policies are consistent with, and support the missions of the SHIP, fostering the ethical, productive, and rewarding engagement of volunteers in SHIP services.

ACL reserves the exclusive right to change any aspect of these volunteer policies at any time and to expect adherence to the changed policy by SHIP and SHIP volunteers.

### How to use this policy document

The policies are organized into four topic areas: 1) Introductory Policies; 2) Risk Management and Health Safety; 3) Volunteer Program Management; and 4) Information Technology. Each policy is numbered and may include supporting information, such as the rationale for the policy, suggested procedures for implementing the policy at the local and/or state level, and definitions of terms that pertain specifically to the policy. Definitions of overarching terms pertaining to the policies as a whole (such as “Volunteer”) begin on page 83.

The state PA MEDI office reserves the right to make any [Recommended] policy a [Required] policy.

You will note each policy includes the tasks local programs must do to be prepared to implement these policies effective April 1, 2018, along with the materials that will be provided

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

by the state PA MEDI office. Every local program will receive a Volunteer Coordinator Manual, Volunteer Handbook, Applications Packet, and Welcome Packet.

### Use of policies with paid or in-kind staff

These policies were created with true volunteers in mind, meaning those volunteers who do not receive regular compensation for their time and effort. Some of the items within this document are not appropriate for use with paid or in-kind staff and should not be applied to them. Many policies, however, such as those related to screening and training, are simply good practice and should be considered for implementation for all SHIP team members.

ACL expects SHIPs will ensure proper training, screening, and supervision is provided to *all* team members. This includes holding all team members accountable for the work they do. SHIPs should use the policies and procedures presented here (along with the accompanying support materials provided by the state PA MEDI office) to help frame the management of the overall SHIP and its team members.

**Note:** This document was updated on November 5, 2021 to reflect the PA SHIP name change from APPRISE to PA Medicare Education and Decision Insight, PA MEDI. Some policies have also been updated to reflect staff and volunteers working virtually due to the COVID-19 pandemic restrictions. Some PA MEDI local programs may now offer staff and volunteers the option to perform SHIP duties virtually full or part time. Additional safeguards and procedures have been approved by ACL and added to these policies for this consideration.

The following policies have been updated:

1.2	3.16	3.72
2.1	3.18	3.94
2.6	3.65	3.103
2.10	3.67	4.1
3.6	3.68	4.2
3.14	3.69	



### Section 1.0: Introductory Volunteer Engagement Policies

These five policies set the stage for volunteer engagement within the SHIP and provide context for the policies that follow in subsequent sections.

#### 1.1 Overall policy on engagement of volunteers [Required]

*Policy:* The SHIP accepts and encourages the involvement of volunteers at a range of levels and within all appropriate projects and activities. Involvement of volunteers is a key component of the SHIP.

*Rationale:* The achievement of the goals of the SHIP is best served by the active participation of citizens of the community. Volunteers are an integral part of the SHIP team and are essential to effective delivery of SHIP services to beneficiaries. Volunteers contribute unique talents, time, and knowledge, complementing the skills and dedication of SHIP paid staff.

*Task of Local Programs:* To support the policy

*Materials to be provided by state PA MEDI office:* Involvement Cycle

#### 1.2 Scope of the volunteer policies [Required]

*Policy:* Unless specifically stated, these volunteer policies apply to all volunteers in all programs and projects undertaken by or on behalf of the SHIP, including volunteer involvement that is organized and managed in SHIP volunteer host organizations (VHOs). The pivotal variable in the application of these volunteer policies is volunteers' performance of SHIP work. Where volunteers are clearly performing what could reasonably be called "SHIP work" under the direction and control of the SHIP, those volunteers and their coordination are subject to the provisions of these volunteer policies. These policies apply whether the volunteer is working from home, at an activity (such as enrollment event), or at a remote location (such as at a coffee shop) and apply whether the volunteer is delivering SHIP services in person, over the phone or virtually via a computer.

*Task of Local Programs:* To support the policy

*Materials to be provided by state PA MEDI office:* None

#### 1.3 Compliance [Required]

*Policy:* Volunteers are made aware of all volunteer policies. Not knowing a policy is not acceptable if the policy has been communicated and the volunteer ought to have known. SHIP volunteers are expected to conduct their work with a view to the

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

larger picture of what is in the best interests of the majority of SHIP beneficiaries, the integrity of SHIP programming, and the long-term reputation and sustainability of the SHIP itself. Compliance with all SHIP volunteer policies is a minimal expectation of SHIP volunteers.

Failure to comply meets with a graduated response designed wherever possible to assist the volunteer to return to functioning inside the rules. Should reasonable efforts on the part of the SHIP prove unsuccessful, further disciplinary action is taken, up to and including dismissal.

*Rationale:* Any responsible employer and/or service provider must strike a balance between respecting the dignity, rights, and comfort of its personnel and client population and its legal and ethical obligations to deliver safe, efficient services to fulfill its mission. Sometimes satisfying both sets of obligations equally is very difficult, and tough decisions need to be made. This is the case, when, for example, volunteers' interests, motivation, and goodwill exceed the boundaries of their defined volunteer role or when beneficiaries have legitimate needs that fall outside the mandate of the SHIP. These needs may include areas such as assistance with health or mobility issues that are valid, but which do not lie within the services provided by the SHIP.

Policies and procedures, workplace rules, and prohibitions do not exist for their own sake. They have been developed to facilitate achievement of this fine balance among the SHIP's obligations to its various constituents. The intent is to bring about the best outcome for all. Organizations and their volunteers exist as a team in which each of the partners brings resources to their mutual effort and each of whom possesses rights and interests that deserve protection. Volunteers have an obligation to know and understand volunteer policies and to stay current with their provisions. The policy also gives fair warning to volunteers that failure to comply with SHIP policies is subject to discipline, up to and including dismissal.

*Suggested procedures:* Mechanisms for informing volunteers include but are not necessarily limited to: various parts of the volunteer screening process; volunteer orientation; volunteer training; the volunteer handbook; volunteer in-service sessions; notices, memos, and bulletins about existing policies; and supervisory and performance evaluation sessions.

*Task of Local Programs:* Implement policy

*Materials to be provided by state PA MEDI office:* Documents – Volunteer Handbook Receipt, Key Elements of a Formal Corrective Action Process, and Performance Management Overview

### 1.4 Volunteer Role Classifications [Required]

*Policy:* These policies apply to all roles undertaken by SHIP volunteers, whether through direct service with the SHIP.

Titles for volunteer positions in the SHIP are not nationally standardized and the exact number and kind of volunteer roles will be determined by each SHIP. Volunteers may be qualified to serve in one or more role(s).

*Rationale:* The intent is to reduce the burden of imposing in-depth training, screening, and supervision on all volunteers and particularly on those who perform relatively simple and safe work for the SHIP. This allows the SHIP to focus more attention and energy on working with volunteers who perform more complex tasks.

*Suggested procedures:* Examples of SHIP volunteer roles include, but are not be limited to, the following:

1. Administrative support aide
2. Call center operator
3. Complex interactions specialist
4. Coordinator
5. Counselor
6. Exhibitor
7. Information distributor
8. Marketer
9. Presenter
10. Team lead
11. Trainer

SHIPs may create volunteer positions and related position descriptions that incorporate more than one role. When new roles are created, care is taken to determine the risks connected to the new role and to design appropriate role descriptions, screening, training, and supervisory procedures.

*Task of Local Programs:* Implement policy. Volunteer roles required beyond what will be provided by the state PA MEDI office must be submitted to the PA MEDI Statewide Coordinator for review and approval.

*Materials provided by the state PA MEDI office:* Documents – Volunteer Coordinator and Volunteer role classifications and descriptions, Interview Assessment, Consent Form, and Screening Matrix

### 1.5 Policy revision [Required]

*Policy:* Alterations to or exceptions from the national SHIP volunteer policies may only be granted by ACL and must be requested in advance and in writing and by the **state PA MEDI office only**. Matters not specifically covered in these national policies are determined at the state level by the SHIP Director or other authorized state SHIP staff.

*Rationale:* Changes in policies are a natural occurrence over time, but it is essential to control how and by whom policies may be changed.

*Suggested Procedures:* Questions from volunteers and staff regarding interpretation of these policies should be addressed to the Volunteer Coordinator for clarification and ultimately determined by the SHIP Director or other authorized state SHIP staff.

*Task of Local Programs:* Adherence to the policy

*Materials to be provided by the state PA MEDI office:* None

### Section 2.0: Risk Management and Health and Safety

The safety of SHIP personnel is paramount. The SHIP is responsible for the safety and well-being of volunteers just as they are for the safety and well-being of their paid personnel. The overarching rationale for this section of policies is that SHIP strives to operate a health-and-safety-conscious work environment and deliver safe and reliable services to its beneficiaries.

Risk management is oriented to the SHIP volunteer program as a whole. It is, for example, a dimension of effective and safe role development, appropriate volunteer screening and placement, comprehensive volunteer orientation, training, certification, and ongoing volunteer supervision and support. The consideration of risks and their control underlies the development of all the volunteer policies, which govern both the management of the volunteer program and the performance of volunteers.

#### 2.1 Risk assessment [Required]

*Policy:* Every three years the Volunteer Coordinator, along with other SHIP personnel, conducts a risk assessment on the roles, work, and activities of SHIP volunteers.

Also assessed regularly in connection with risk are training and qualification procedures (will be conducted by the state PA MEDI office), volunteer performance management, volunteer program management processes and activities, volunteer worksite(s), and risks associated with volunteers working from home, remotely (such as at an enrollment event) or virtually.

Risk management strategies are implemented as needed, including, in particular, local-level procedures that identify, prevent, and reduce the incidence and impact of risk.

*Rationale:* ACL conducted a national risk assessment for SHIP that generated the national SHIP VRPM policies. As a national-level process, it was, of necessity, general and high-level in nature. Each individual SHIP has unique risks and exposures, arising, for example, from: its unique geographic features such as extreme weather or long, isolated distances; special services being provided to diverse target populations; the staffing complement in the volunteer program; the degree of oversight undertaken around volunteer performance; and local and state laws and regulations that bear on the involvement of volunteers.

For these reasons it is critical that SHIPs implement their own risk assessment process – a local-level undertaking that will almost certainly identify unique and specialized risks in volunteering organized by the SHIPs. Those unique risks may require additional local level policies and procedures to bring the risks under control.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

It is the responsibility of each SHIP to ensure that its unique risks, exposures, and risky conditions are adequately and appropriately managed.

In addition, conducting an annual risk assessment is a precursor to designing a volunteer management system that is tailored to current conditions and that enables the SHIP to engage volunteers as effectively and productively as possible.

*Suggested Procedure:* Volunteers and paid staff are both invited to participate in this process.

*Definition:* Risk assessment identifies risks, assesses their magnitude, and re-examines the measures the SHIP already has in place to control and mitigate risks.

*Task of Local Programs:* Implement policy and inform the state PA MEDI office of any unique or specialized risks. If a risk assessment is in place, provide the process to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Documents – Conducting a Risk Assessment, Conducting a Risk Assessment Planning Tool, Risk Assessment Overview, Risk Assessment Spreadsheet for Rating Risks, and Example of a Risk Assessment Plan

### 2.2 Insurance [Recommended]

*Policy:* Liability and accident insurance or other comparable forms of indemnification and protection may be provided for all volunteers engaged in the SHIP business. Insurance may also be provided through sub-contractors, such as RSVP or other entities.

The SHIP evaluates its insurance needs annually and ensures that its insurance providers are well aware and up to date on the work done by volunteers at the SHIP.

Where insurance coverage is extended to volunteers, SHIPs ensure that volunteers are explicitly identified in the relevant policies as “named insureds.” SHIPs should determine the extent of coverage within their state’s volunteer protection laws and within their state’s liability coverage for state workers.

*Rationale:* The health and well-being of persons in ensuring safe and effective services to beneficiaries of which are both ethical and legal obligations of service providers.

*Suggested Procedures:* Volunteers are encouraged to consult with their own insurance agents regarding the extension of their personal insurance to include community volunteer work. Specific information regarding such protection is available from the Volunteer Coordinator.

*Task of Local Programs:* Inform state PA MEDI office on whether the program intends to implement the policy

*Materials to be provided by state PA MEDI office:* Insurance Requirements Overview

### 2.3 Automobile insurance coverage [Required]

*Policy:* Volunteers are advised to notify their own automobile insurance provider about their SHIP driving activities and ensure coverage is in place and provides adequate protection. SHIP volunteers who drive their own vehicle for SHIP work purposes are required to carry liability coverage on any vehicle so used. The cost of this insurance is borne by the volunteer.

Automobile insurance coverage is verified at least annually by the volunteer's supervisor, signed off by the volunteer, and the signed certification is retained in the volunteer's personnel file.

Volunteers immediately notify their supervisor if their automobile insurance coverage lapses.

*Rationale:* It is the volunteer's own automobile insurance coverage that comes into play in the event of an accident or damage while a volunteer is driving their own car for SHIP work. Because volunteer driving activities might affect a volunteer's coverage or premium, volunteers must be advised to let their insurer know about their volunteer driving activities.

Despite best efforts at prevention, things can, and do, go wrong. Humans make errors. Accidents happen. Equipment fails. Weather intervenes. As a consequence, people can be harmed, and people and organizations can suffer losses. While insurance is not an organization's first defense in risk management (prevention is), it is an important backup in the event that prevention measures fail.

*Suggested Procedures:* On acceptance of a volunteer role with the SHIP that may require driving their own vehicle, volunteers sign a certification of automobile insurance coverage. The signed certification is retained in the volunteer's personnel file. If coverage lapses, the supervisor attempts to adapt work assignments to exclude driving. If driving is essential to the role and automobile insurance coverage is not obtainable, an alternate assignment is offered to the volunteer where appropriate.

SHIPs may consult with an insurance advisor in their jurisdiction and establish a minimal level of automobile insurance coverage that volunteers must carry to undertake driving as part of their SHIP role. If a minimal level of automobile insurance coverage is required of volunteers who drive while on SHIP duty,

consultation with an insurance provider takes place annually to review the ongoing appropriateness of the required minimal level of coverage, and adjustments are made as necessary.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Drivers License and Insurance Coverage Form

*Note:* The Drivers License and Insurance Coverage Form can also be used for annual certification

### 2.4 Safety training [Required]

*Policy:* Volunteers are informed of foreseeable hazardous aspects, materials, equipment, or processes they may encounter while performing volunteer work and are trained and equipped in methods to deal with all identified risks. Training for volunteers includes discussion of safe work practices and methods for responding to potentially hazardous situations. Volunteers exercise caution in all work activities.

Volunteers who violate safety standards, who cause hazardous or dangerous situations, or who fail to report such situations are subject to disciplinary action, up to and including dismissal.

*Rationale:* Volunteers have a responsibility to maintain safety in their own work environments, including obeying all laws and other health and safety regulations that might pertain to their work for the SHIP.

*Suggested Procedures:* SHIPs communicate to volunteers the unique, position- or location-specific, and/or local hazards and provide whatever training is necessary to ensure volunteers have the knowledge and capacity to comply with safety standards. The SHIP should reinforce this with further discussion of safe work practices.

*Task of Local Programs:* Implement policy. If a policy is in place provide the protocol to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Documents - Safety Training Tip Sheet, Safety Checklists for Volunteer Worksite, Venue Event, and Booking Event

### 2.5 Reporting of abuse [Required]

*Policy:* SHIP volunteers who witness instances of physical, psychological, financial, or verbal abuse of consumers while performing their assigned duties report this to their SHIP supervisor so that appropriate follow-up action may occur.



## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* Volunteers may be in a position to witness or discover instances of abuse of persons they work with while on SHIP duty. In many jurisdictions, reporting of abuse of vulnerable persons (older persons, children, etc.) is mandatory by law for people in certain professions or positions. This may or may not include certain volunteers. Even where reporting is not mandatory, reporting abuse is the right thing to do.

*Task of Local Programs:* Implement policy. If a policy is in place provide the protocol to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Documents - Incident Reporting Form and Incident Reporting Procedures

### 2.6 Privacy and location of counseling **[Required]**

*Policy:* Face-to-face work with individual beneficiaries primarily takes place at SHIP offices (or those of partner agencies). Where beneficiaries are unable to travel to the SHIP (or partner's) office, volunteers discuss with their supervisor alternate meeting arrangements that will maintain beneficiary privacy. Off-site counseling work is not undertaken by volunteers without prior approval.

Where one-to-one information is requested by an audience member at a public presentation, SHIP volunteers provide only general information and do not gather personal, financial, or other confidential information from the beneficiary. Inquiries that involve the collection of such personal, financial, or other confidential information are referred for a more formal counseling session in an appropriately private location. A volunteer must ensure confidentiality by having a private area or room to conduct SHIP business.

*Rationale:* Counseling SHIP clients can involve sharing of, and access to, private and confidential information and because beneficiaries may divulge such information even without being asked, the setting within which such exchanges take place must be controlled to prevent unauthorized people from overhearing. This is especially important when in a public location (such as at a library during an enrollment event) or when at home and the volunteer lives with other family members or has visitors to their home.

*Task of Local Programs:* Implement policy and ensure private locations are available to counsel beneficiaries

*Materials to be provided by the state PA MEDI office:* None

### 2.7 Home visits [Required]

*Policy:* When home visits by SHIP volunteers to a beneficiary's residence are determined to be necessary, the SHIP is required to have protocols in place to ensure the safety of the volunteers and the beneficiaries involved.

*Rationale:* Any volunteer work that takes place in a potentially isolated, unregulated, or unsupervised environment, out of range of other SHIP personnel and/or supervisory staff, represents increased risk to the SHIP volunteer. At the same time, beneficiaries may encounter legitimate obstacles or hardships if required to travel to receive face-to-face services. This policy attempts to balance due regard for the safety and well-being of SHIP volunteers with delivery of accessible services to beneficiaries.

*Suggested Procedures:* It is appreciated that travel to SHIP premises may be difficult for some beneficiaries and/or their families. Where cost or travel logistics are a legitimate hardship, the SHIP will attempt to locate a community transportation service for the beneficiary or, where necessary, make arrangements for the SHIP volunteer to meet the beneficiary in a safe and secure public place that also provides an environment suitable for the exchange of confidential information, such as a neighborhood library, or by arrangement with a partner agency located more conveniently for the beneficiary.

When home visits by SHIP volunteers to a beneficiary's residence are determined to be necessary, the SHIP is required to have protocols in place to ensure the safety of the volunteers and the beneficiaries involved. The following are examples of protocols that could be used:

- Visits are made in pairs (two volunteers or a volunteer and a staff member).
- Notice of the visit is provided to at least one other "on-alert" SHIP staff along with travel start and projected return times, beneficiary name, address, and phone number.
- At least one of the two visitors has a charged and working cell phone.
- The availability of cell phone or land line coverage is checked before entering the home; where phone coverage does not exist, the visit is cancelled.
- Volunteers who do not feel comfortable as they approach the home, or who become uncomfortable or threatened during a visit, terminate the visit in a non-confrontational manner and report the event to their supervisors as soon as possible.
- Visiting volunteers notify the on-alert staff immediately upon their return from the visit.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- If return of the volunteers is overdue by more 15 minutes, the on-alert staff attempts to contact the visiting staff by cell phone as pre-arranged; two attempts to reach the visiting staff are made at five-minute intervals.
- Failure to reach the visiting volunteers after two attempts triggers an immediate notification to the Volunteer Coordinator or other program/agency manager who implements further action as required, including, for example, calling the beneficiary's home, notification of authorities, and 911 contact.

*Definition:* Information sessions delivered in public settings in senior housing complexes, nursing homes, etc. do not constitute a "home visit" for the purposes of this policy. In these kinds of apartment or congregate housing settings, "home visit" refers to contact inside a person's private apartment, residence, or room.

*Task of Local Programs:* Implement policy. If policy is already in place, provide to the state PA MEDI office (highly recommend reviewing current protocol with above suggested protocols). If policy is not in place, local program is highly encouraged to use the protocols outlined above.

*Materials to be provided by the state PA MEDI office:* Document - Home Visit Procedures

### 2.8 Incident reporting **[Required]**

*Policy:* Any accident or injury to or by a volunteer is reported immediately to the supervisor or other designated SHIP authority.

An incident reporting form and protocol exists. Volunteers complete required accident and injury reports promptly following any incident.

*Rationale:* The SHIP is responsible for the safety and well-being of volunteers just as it is for the safety and well-being of paid personnel. As with paid personnel where occupational health and safety and labor laws generally make reporting mandatory, volunteers' workplace injuries and accidents need to be reported.

*Definition:* An "incident" may include, but is not limited to, an error in judgment, other misstep, or substandard performance (particularly in relation to provision of services to beneficiaries), lost possession, boundary breach, offensive remark, or sense of risk or peril while on duty.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide the policy to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office: Documents - Incident Reporting Form and Incident Reporting Procedures*

### 2.9 Incident response **[Required]**

*Policy:* In response to a reported incident involving SHIP volunteers, the Volunteer Coordinator ensures/oversees the notification of relevant authorities (e.g., SHIP management, police, public health, insurance, ACL, etc.) as appropriate and undertakes subsequent steps necessary to respond to and resolve the incident.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office: Document - Incident Reporting Procedures*

### 2.10 Emergency contact procedures **[Required]**

*Policy:* The SHIP has emergency contact information on all volunteers – even short-term volunteers – and a procedure that enables volunteers to communicate with SHIP supervisory personnel at any time volunteers are on duty. Response to emergency communications takes place without delay. It is critical the organization can reach the volunteer in the event of a change of schedule or other event, including a disaster or public health emergency requiring off-hours contact.

*Rationale:* Volunteers work as agents for the SHIP; therefore, the SHIP is responsible for those volunteers when they are volunteering. Volunteers should be able to reach their supervisor or another SHIP authority in the event of an incident, danger, or substantive programming question while on duty. It is equally critical that the organization is able to reach the volunteer in the event of a change of schedule or other event that requires off-hours contact.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide the policy to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office: Documents - Personnel File Form and Emergency Contact Procedures*

### 2.11 Disaster plan **[Recommended] Policy is Required**

*Policy:* The SHIP has a plan for dealing with natural disasters, including flood, tornado, earthquake, and pandemic. This plan includes a communication plan for alerting volunteers who might be engaged in performing SHIP work in affected communities.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* The SHIP is responsible for the safety and well-being of volunteers just as they are for the safety and well-being of their paid personnel.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide the policy to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* None

## Section 3.0: Volunteer Program Management

### Infrastructure

#### 3.1 Fair and equitable application [Required]

*Policy:* SHIP policies guiding volunteer program management apply equally to all SHIP volunteers, and compliance with these policies is a condition of continued volunteer involvement in the SHIP.

*Rationale:* It is critical that such policies be applied fairly and equitably with all volunteers.

*Task of Local Programs:* Implement and ensure compliance of policy

*Materials to be provided by state PA MEDI office:* None

#### 3.2 Community representativeness [Required]

*Policy:* The SHIP strives to develop a volunteer population that mirrors the diversity of the community in which it operates.

*Rationale:* This diversity allows the SHIP to better understand and serve its community and concerted efforts are made to achieve community representativeness. The more representative a volunteer population is of the population within the area that it serves, the easier it is to reach out to new volunteers and be effective in serving all constituencies.

*Task of Local Programs:* Implement and ensure compliance

*Materials to be provided by the state PA MEDI office:* None

#### 3.3 Beneficiaries and relatives as volunteers [Recommended]

*Policy:* Relatives of beneficiaries may serve as SHIP volunteers but are not placed in a position of direct service or relationship to members of their family who are receiving services.

*Rationale:* Many volunteers come to volunteer for an organization because a relative or friend is receiving service there. This is a worthy motivation; however, there is the risk of putting a volunteer into a potential conflict situation if he or she is directly working with a relative or friend.

*Task of Local Program:* Inform the state PA MEDI office whether the program intends to implement the policy.

*Materials to be provided by the state PA MEDI office:* None

### 3.4 **Service at the discretion of the SHIP [Required]**

*Policy:* The SHIP accepts the service of volunteers with the understanding that such service is at the sole discretion of the SHIP.

Volunteers agree that the SHIP may at any time decide to terminate the volunteer's relationship with the SHIP or to make changes in the nature of their volunteer assignment.

A volunteer may at any time, for any reason, decide to sever her or his volunteer tenure with the SHIP.

*Rationale:* The SHIP has both the right and the obligation to ensure that its volunteers are capable of effectively providing service. This means that the SHIP must retain the right to determine when a volunteer is not suitable for continued service and to end the service of a volunteer who is deemed not suitable. At the same time, volunteers reserve their own right to, at any time and for any reason, resign from the SHIP.

*Suggested Procedure:* Notice of such a decision should be communicated at least two weeks in advance, or as soon as possible to the volunteer's supervisor.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.5 **Volunteer rights and responsibilities [Required]**

*Policy:* Volunteers are viewed as a valuable resource to the SHIP, its staff, and its beneficiaries.

Volunteers have the right to be given meaningful assignments, the right to be treated as equal co-workers, the right to effective supervision, the right to be informed about significant matters affecting their roles and the right to recognition for work done.

In return, volunteers agree to actively perform their duties to the best of their abilities, comply with these volunteer policies and other work-related direction and provisions, and remain loyal to the values, goals and procedures of the SHIP.

*Task of Local Program: Implement policy and ensure compliance*

*Materials to be provided by the state PA MEDI office: Documents - Volunteer Rights and Responsibilities and Recognition Tips*

### 3.6 Volunteer program management system **[Required]**

*Policy:* The SHIP ensures that an infrastructure is in place to support volunteer involvement and volunteer program management that, together, create effective, productive, safe, and rewarding volunteer involvement.

*Rationale:* Management of volunteers is in many ways no different from management of any other organizational resource; it requires planning, support, and a systematic approach. Volunteers are such a valuable resource that they both deserve and require a management structure that enables and assists them to make a contribution to the organization and to the community.

*Definition:* The volunteer program management system may include, but is not limited to:

- communication system
- reporting and accountability system
- program evaluation system
- performance management system
- risk management system
- operating budget
- staff resources
- accessible, appropriate physical space and necessary equipment
- necessary equipment, including a secure internet and secure means of transporting and/or storing beneficiary information while away from the usual work site
- comprehensive safety and confidentiality policy when volunteers are working from home, remotely (such as an enrollment event) or using virtual technology

Many specific parts of the volunteer program management infrastructure are further identified and described in these volunteer policies.

*Task of Local Program: Implement policy and ensure compliance.*

*Materials to be provided by the state PA MEDI office: Document - Volunteer Involvement Cycle*



### 3.7 Coordinator of Volunteers [Required]

*Policy:* The SHIP has at least one staff person with designated responsibility for coordinating and managing the involvement of volunteers. As required by program or budgetary limitations, this role may be shared among staff.

*Rationale:* Operation of the volunteer program management system in the SHIP requires professional skills, time, and attention. The productive engagement of volunteers requires a planned and organized effort. This individual (referred to in these policies as the Volunteer Coordinator) provides a central coordinating point for effective volunteer involvement within the SHIP and directs and assists staff and volunteer efforts jointly to provide more productive services.

*Suggested Procedures:* The Volunteer Coordinator bears primary responsibility for planning for effective volunteer deployment, for assisting staff in identifying productive and creative volunteer roles, for recruiting suitable volunteers, and for tracking and evaluating the contribution of volunteers to the SHIP.

The Volunteer Coordinator works with all levels and units of the SHIP to plan, develop and manage a unified and consistent process for the involvement of volunteers. The Volunteer Coordinator takes the lead in assisting all units of the SHIP in creating and implementing productive and effective volunteer involvement, ensuring a quality volunteering experience. The Volunteer Coordinator is involved in all significant SHIP decisions likely to affect volunteers and the volunteer program management system.

Volunteer Coordinators are selected for their professional skills and experience in working with volunteers and receive additional training in volunteer program management as necessary. Staff and budgetary allocations are made to ensure that the Volunteer Coordinator position is appropriately remunerated and staffed to a level sufficient to ensure effective management of the program. **If such responsibility is designated as a part-time responsibility, then other duties are reduced to allow sufficient time and focus to ensure attainment of high standards of volunteer program management, including compliance with all pertinent portions of these volunteer policies.**

*Task of Local Programs:* Implement policy; designate/hire a Volunteer Coordinator(s). If the PA MEDI Local Coordinator is designated the Volunteer Coordinator, an existing volunteer or a volunteer can be recruited to assist with the Volunteer Coordinator role (with limitations to be outlined by the state PA MEDI office). In addition, the Volunteer Coordinator does not have to be SHIP staff (i.e., RSVP) as long as there is a subcontract/MOU agreement in place and approved by the state PA MEDI office.

*Materials to be provided by the state PA MEDI office: Document – Volunteer Coordinator Role Description*

### 3.8 Resources for volunteer support and involvement [Required]

*Policy:* An annual budget for the volunteer management unit is formulated with input from the Volunteer Coordinator.

*Rationale:* While time contributed by volunteers is “free,” management of that time is not. Volunteer programs require all the resources common to any effective program, including adequate budget, space, and staffing.

*Suggested Procedures:* This project budget covers costs related to staffing of the volunteer program management unit, volunteer recruitment and screening, staff and volunteer training, volunteer supervision and recognition, and all other appropriate areas of volunteer program operation.

The volunteer program management budget provides for space, financial resources, and support staff to operate the volunteer program in an effective manner.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: Document – Budget template*

### 3.9 Maintenance of records [Required]

*Policy:* A system of records is maintained on each volunteer, including, but not necessarily limited to:

- application and related information gathered in the screening process
- dates of service
- positions held
- training and orientation received
- duties performed and achievements attained
- performance records including appropriate documentation of any performance issues
- awards received
- record of exit
- current contact information

*Rationale:* Accurate and current records regarding volunteers are essential to a volunteer program because they provide the data that allows for continuous and

consistent supervision, even if there is staff turnover. These records provide a history of the volunteers' involvement and are essential in protecting the SHIP in the event of a lawsuit because they will outline the care that the SHIP has taken in screening, training, and supervising its volunteers. Inadequate records may themselves be viewed as evidence of insufficient management.

*Suggested Procedure:* Volunteers and relevant staff submit all appropriate records and information to the Volunteer Coordinator in a timely and accurate fashion.

Volunteer personnel records are accorded the same confidentiality as staff personnel records. Volunteer records are kept in a secure location and requests for information contained in the records are approved as appropriate by the Volunteer Coordinator.

*Task of Local Programs:* Implement policy; ensure all volunteers have a file with all appropriate documentation

*Materials to be provided by the state PA MEDI office:* Documents - Personnel File Form and Consent Form

### 3.10 Volunteer access to personnel record **[Required]**

*Policy:* Upon reasonable notice, volunteers may examine the contents of their own personnel file.

*Rationale:* Volunteers are entitled to examine the contents of their personnel file, just like paid staff.

*Suggested Procedures:* Volunteers wishing to access their files are accompanied by the Volunteer Coordinator. Volunteers wishing to make an addition or correction to their file submit a written proposal to the Volunteer Coordinator.

Inactive files will be maintained for a minimum period of seven years after the volunteer's involvement with the SHIP ends.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.11 Evaluation of the volunteer involvement and the volunteer program management system **[Required]**

*Policy:* The Volunteer Coordinator conducts regular evaluations of both volunteer involvement and the infrastructure in place to support volunteer involvement in the SHIP.

*Suggested Procedures:* The Volunteer Coordinator provides periodic reports to appropriate senior leadership on current operations and future needs.

These evaluations include feedback from both volunteers and paid staff, along with community partners, as appropriate. The evaluation outline future goals and plans for improvement in the use of volunteers by the SHIP.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Volunteer Evaluation of the Program and Volunteer Coordinator Role Description

## Role Design

### 3.12 Volunteer role development [Required]

*Policy:* Volunteers may fill a wide range of standard roles at the SHIP. All roles must conform to the primary goals of the SHIP.

SHIP staff are encouraged to identify possible new roles for SHIP volunteers. Volunteers may be invited to serve at a range of levels of skill and decision-making.

*Rationale:* This policy is the rationale for developing an array of volunteer opportunities. Volunteers, like staff, can fill a number of roles that should be identified and described so that the volunteers can be assigned work congruent with the organization's needs and the volunteer's interests and abilities. Volunteer roles add value to SHIP services.

*Suggested Procedures:* Creativity in role development is encouraged to engage a wide array of volunteer skills and make volunteer participation accessible to a diverse population of prospective volunteers. The Volunteer Coordinator assists staff in the development of volunteer assignments and role descriptions. When SHIP staff are expected to work alongside or supervise SHIP volunteers in a newly proposed role, the input of those staff should be solicited in the development of the role.

*Task of Local Programs:* Implement policy; for any identified new roles, the role and description must be submitted to the PA MEDI Statewide Coordinator for review and approval.

*Materials to be provided by the state PA MEDI office:* Documents - Volunteer role descriptions, Position of Trust Analysis Worksheet, and Risk Identification Worksheet

### 3.13 Volunteer-Staff interface [Required]

*Policy:* Volunteer resources do not displace paid staff. The availability of volunteer resources is never a factor in the consideration of staff layoffs, terminations, or loss through attrition. Volunteers supplement, but do not supplant the work of paid staff.

*Rationale:* Volunteers should be used to increase reach of the program and better serve beneficiaries not used to replace or displace paid staff. There is little that can destroy a volunteer program faster than animosity between paid staff and volunteers. If paid staff sense that volunteers may be “used” to threaten paid staff job security, the suspicion, tension, and sometimes outright hostility will chase volunteers off. Volunteers are an adjunct to the work of paid staff, not a substitute for it.

*Task of Local Programs:* Implement policy and ensure compliance

*Materials to be provided by the state PA MEDI office:* None

### 3.14 Role descriptions [Required]

*Policy:* Prior to any recruitment effort or volunteer assignment, a role description is developed for each volunteer position. All role descriptions include, but may not be limited to the following:

- purpose of the role
- role duties
- designated supervisor
- worksite location(s), which may include working from home or another designated remote location, during an emergency or disaster
- time frame for the performance of the work along with work schedule
- qualifications
- benefits of the role to volunteers

*Rationale:* It is important that volunteers understand their duties before they agree to volunteer. A written role description helps ensure volunteers understand their role and its responsibilities. Volunteers benefit from a clear, complete, and current description of the duties and responsibilities of the role that they are expected to fill. Volunteer role descriptions create the SHIP's legal basis to screen volunteers for suitability for specific roles and form the basis of the volunteer performance management system.

*Suggested Procedures:* A role description(s) is (are) made available to all prospective volunteers when they apply to become a SHIP volunteer and provided to each SHIP volunteer upon acceptance as a volunteer.

Role descriptions will be reviewed and updated at least annually by the State PA MEDI office.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Volunteer role descriptions

### 3.15 Standards of performance [Required]

*Policy:* Standards of performance are established for each volunteer role. A copy of the relevant standards of performance is provided to all volunteers at the beginning of their assignment.

*Rationale:* From the beginning of their involvement volunteers have a right to know the standards of performance that apply to the work they will do. Performance standards are the basis for both communicating expectations and appraising volunteer performance. Failing to create and communicate standards of performance is both unfair and almost certain to hamper program goal attainment.

*Suggested Procedures:* These standards list the work to be done in that role, measurable indicators of whether the work was accomplished to the required standards, and appropriate time frames for accomplishment of the work. Creation of these standards is a joint function of the Volunteer Coordinator, relevant paid staff, and wherever possible, volunteers already in the role.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Evaluation of the Volunteer, Components of a Performance Management System, Performance Management Overview, and Volunteer Rights and Responsibilities

### 3.16 Refusal of assignments [Required]

*Policy:* Volunteers are expected to refuse work assignments whenever an assignment exceeds the parameters of the volunteer role description, requires the volunteer to perform a function for which they have not been trained or are not qualified, exceeds the limits of their individual capacity or they are uncomfortable performing a particular assignment or role.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* The essence of volunteer work is that it is voluntary. Volunteers must have the right to refuse assignments and must feel comfortable doing so. Sometimes volunteers may be asked to work beyond their role responsibilities by beneficiaries, paid staff, or others. Volunteers must refuse to step outside the limits of their role descriptions. Volunteers must be empowered and feel confident to refuse work assignments, particularly in connection with staying safely within the boundaries of their defined roles. Refusing such assignments shouldn't affect their position with the agency.

*Suggested Procedure:* Wherever possible, volunteers provide advance notice of refusal to the Volunteer Coordinator or direct supervisor along with reasons for the refusal.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Volunteer Rights and Responsibilities

### 3.17 Paid staff requests for volunteers **[Required]**

*Policy:* Requests from paid staff for volunteer assistance are communicated to the Volunteer Coordinator by interested staff.

The Volunteer Coordinator recruits and places volunteers only in settings where staff are clearly supportive of volunteer involvement and willing to work together with, and provide support for, volunteer participation.

*Rationale:* Because the relationship between paid staff and volunteers is a critical factor to volunteer satisfaction and retention, volunteers are placed where staff support exists. It is understood that the recruitment and satisfaction of volunteers are enhanced by creative and interesting roles. Volunteers are not always easy to locate and require screening, orientation, and training.

*Suggested Procedures:* The Volunteer Coordinator may need up to several weeks or even months to find, train, and place a suitable volunteer for any given position, so advance notice is given well ahead of the role start date. An outline of the volunteer role and suggested time frame accompany each request.

*Task of Local Programs:* Implement policy and ensure compliance

*Materials to be provided by the state PA MEDI office:* Document – Staff Requests for Volunteer Assistance

### 3.18 Worksite [Required]

*Policy:* A safe and appropriate worksite is established for every volunteer. It is recommended that a well-equipped worksite include a private area or room, an agency issued computer, scanner/printer, secure internet, and agency issued cell phone or video conferencing (such as Skype or ZOOM), especially if the volunteer is working from home or a designated remote location during an emergency or disaster.

*Rationale:* It is the responsibility of the SHIP to ensure that their volunteers are working in a safe and well-equipped environment. Volunteers recognize efforts to attend to their well-being, and such efforts convey a sense of welcome and appreciation.

*Suggested Procedure:* If off-site facilities are frequently utilized by SHIP volunteers, the SHIP should conduct an examination of these facilities to determine their accessibility, appropriateness, and safety.

*Definition:* Safe and appropriate worksites contain facilities, equipment, and space necessary for volunteers to safely, effectively, and comfortably perform their duties.

*Task of Local Programs:* Implement policy and ensure compliance

*Materials to be provided by the state PA MEDI office:* Documents – Safety Checklists for Volunteer worksite, Event Venue, and Booking an Event

### 3.19 Length of service [Required]

*Policy:* All volunteer roles have a set term of service. Volunteer assignments end at the conclusion of their set term, without expectation or requirement of re-assignment of that role to the incumbent.

*Rationale:* Because volunteers have a right to know the expected tenure of the position and because time-limited roles are much easier to recruit to, volunteer positions have a time limit on them. It is only fair to honor the agreed-upon time commitment by ending a position as scheduled; volunteers need to feel they can leave the position without guilt. Additionally, renewal of a termed volunteer engagement should not be automatic, particularly where a volunteer's performance or reliability have failed to meet standards.

*Suggested Procedures:* Terms ideally are of one year duration or less, with an option for renewal at the discretion of both parties. Volunteers sign an agreement to fulfill the designated term of work. This agreement is mandatory in roles for which extensive training is required or for roles in which volunteers are assigned to a specific case or to work with a specific beneficiary.



Volunteers are neither expected nor required to continue their involvement with the SHIP at the end of their set term, although in most cases they are welcome to do so where performance standards have been met. At any time, volunteers may seek a different volunteer assignment within the SHIP or with another organization or may retire from volunteer service.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: Documents - Volunteer Agreement, Short-term Volunteer Agreement, and Volunteer Role Descriptions*

### 3.20 Leaves of absence [Required]

*Policy:* At the discretion of the Volunteer Coordinator, in consultation with the volunteer's immediate supervisor where appropriate, leaves of absence are granted to volunteers.

*Rationale:* Volunteers sometimes need to take a break from their volunteer work. It is more desirable to grant a leave of absence with the hope of having the volunteer return at some point in the future than losing a volunteer completely. If the leave is of significant duration, retraining may be needed in advance of re-entry.

*Suggested Procedures:* Leave does not necessarily alter or extend the previously agreed upon completion date of the volunteer's term of service. This is negotiated with the volunteer when the leave is arranged.

*Task of Local Program: Implement policy*

*Material to be provided by the state PA MEDI office: None*

## Recruitment

### 3.21 Recruitment [Required]

*Policy:* Volunteers are recruited by the SHIP on a pro-active basis, with the intent of broadening and extending SHIP services to beneficiaries.

Acceptance as a volunteer is not automatic. Volunteers fulfill all screening, orientation, and training requirements for the role in which they are interested before being accepted into service.

*Rationale:* Effective volunteer programs have a plan for maintaining their volunteer population, often targeting specific segments of the community that can best help the program provide services. This targeting may focus on elements such as

ethnicity, geographic location, or other characteristics, with the intention of “broadening” or “shaping” the volunteer population to make it more capable of providing services to a wide(r) scope of the community. Effective recruitment also requires intentional rejection of some prospective volunteers, based on their inability to meet the needs of the SHIP or of the inability of the SHIP to meet the needs of the prospective volunteers.

*Suggested Procedures:* From time to time, recruitment campaigns may be launched to attract volunteers who may better serve targeted beneficiary populations. Volunteers are recruited through a variety of mechanisms. They enter the application process either through an interest in a specific function, or through a general interest in volunteering for the SHIP in which case they will later be matched with a specific function.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – Recruitment Planning Worksheet

### 3.22 Non-Discrimination [Required]

*Policy:* Volunteer roles are open to community members of all ages above the age of majority regardless of race, religion, color, national origin, gender, gender identity, sexual orientation, ancestry, mental or physical disability, medical condition, disability, political activity, marital status, or age. The sole qualification for volunteer assignment to a specific role is suitability to perform a task on behalf of the SHIP.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.23 Recruitment of minors [Recommended]

*Policy:* Volunteer roles open to the engagement of minors have clearly prescribed responsibilities well suited to young persons, occur in a supervised and non-hazardous environment, and comply with all child labor laws.

*Rationale:* The majority of SHIP volunteer roles are suitable to adults only.

*Suggested Procedure:* Volunteers who have not reached the age of majority may be considered for selected volunteer roles upon the written consent of a parent or legal guardian prior to volunteering.

*Task of Local Programs:* Inform state lead staff on whether program intends to implement policy

*Materials to be provided by the state PA MEDI office:* Document – Parental Consent Form

### 3.24 Advertisement of volunteer opportunities [Required]

*Policy:* Opportunities to volunteer are publicized broadly and through a variety of methods to ensure that no group of people is excluded because of limited distribution of information.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – Recruitment Planning Worksheet

### 3.25 Communication with prospective volunteers [Required]

*Policy:* Response to people who express an initial interest in volunteering with the SHIP is speedy. A response protocol exists to prevent undue delay and ensure that prospective volunteers receive a welcoming and effective recruitment message.

*Rationale:* Prospective volunteers are often highly motivated and typically want to become active as soon as possible. Prospective volunteers are therefore quite sensitive to the time that organizations take to respond to their inquiries. They may leave if made to wait for a connection to the organization.

*Suggested Procedures:* It is made clear to prospective volunteers from the beginning of their connection with the SHIP that volunteers undertake important work in this program. Communication is open and forthcoming. The responsibilities of the SHIP volunteer roles and the high standards of performance and conduct expected of SHIP volunteers are not downplayed.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.26 Wait list [Recommended]

*Policy:* If volunteer opportunities are not immediately available or initial volunteer training is not available quickly, the SHIP may maintain a wait list of interested prospective volunteers or help volunteers find other suitable volunteer work

*Suggested Procedure:* Because prospective volunteers typically want to become active as soon as possible and leave if made to wait for a connection to the organization, the SHIP attempts to engage people quickly through continuous intake.

*Task of Local Programs:* Inform the state lead staff on whether the program intends to implement policy

*Materials to be provided by the state PA MEDI office:* None

## Screening

### 3.27 Selection policy [Required]

*Policy:* The decision to accept (or not) each volunteer applicant is based on careful consideration of all pertinent information gathered in the screening process.

The SHIP strives to maintain a safe and productive workplace with honest, trustworthy, reliable, and qualified volunteers who do not present a risk of harm to themselves, other persons, or the reputation of the SHIP. Screening processes are clear and comprehensive, and standards are never waived, even for persons known to the screener.

Screening inquiries are limited to collecting information directly connected to the ability of the applicant to effectively perform volunteer work for the SHIP.

The SHIP applies a formal selection process to all prospective volunteers. This process varies according to the nature and degree of responsibility in the work to be done, access to money or other valuables, access to personal or confidential information, and/or access to beneficiaries or members of the public.

Positions of trust are subject to significantly more rigorous screening inquiries.

*Rationale:* Volunteer screening is a critical component of both human resources management and risk management. To be fair to all applicants and, in many cases, to comply with relevant human rights legislation, the screening process needs to be applied appropriately to all applicants, based upon the role for which they are applying.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Reference Check Questions, Screening Matrix, Screening Disqualifiers, Interview Assessment, Interview Questions, and Positions of Trust Analysis Worksheet

### 3.28 Screening authority [Required]

*Policy:* Screening and acceptance decisions are made by authorized persons only, typically the Volunteer Coordinator.

*Rationale:* Screening is often a complex and multi-part function that typically requires significant expertise, not just in knowing what mechanisms to use and how to use them effectively, but also in how to assess all the information collected in the screening process to come to the best screening decision. It is a function that should be carried out by a trained and experienced individual. Screening decisions should be made only by a designated screening authority. If the PA MEDI Local Coordinator is not the Volunteer Coordinator as well, the Local Coordinator must be involved with the screening process and decisions.

*Suggested Procedure:* A list of authorized persons will be maintained by the SHIP.

*Task of Local Programs:* Implement policy. Inform state lead staff of authorized person(s).

*Materials to be provided by the state PA MEDI office:* None

### 3.29 Equity and human rights compliance [Required]

*Policy:* While screening processes vary by role, applicants for any given role are screened in the same way as all other applicants for that same role.

All screening inquiries and decisions comply with relevant human rights requirements.

*Task of Local Programs:* Implement policy and ensure compliance

*Materials to be provided by the state PA MEDI office:* None

### 3.30 Right of refusal [Required]

*Policy:* Acceptance as a volunteer is not automatic. The SHIP reserves the right not to accept applicants based on an objective and equitable assessment of their suitability.

*Rationale:* Not all people are suited to all positions. Screening and placement decisions must focus solely on the ability of the applicant to do the work and meet performance standards.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Letter Declining Applicant and Letter Declining Applicant for Conflict of Interest*

### 3.31 Full disclosure of process and volunteer consent [Required]

*Policy:* Prospective volunteers are notified early in the application process about the range of screening inquiries used by the SHIP for its various volunteer roles. No screening inquiry is undertaken without the prior knowledge and permission of the applicant.

Prospective volunteers agree to the right of the SHIP to conduct appropriate inquiries regarding the background and qualifications of applicants and cooperate fully in the fulfillment of these checks.

Prospective volunteers have the right to refuse permission for any line of screening inquiry in which case the SHIP reserves the right to terminate the application process and refuse acceptance as a SHIP volunteer.

Applicants are informed of a projected timeline of the screening process at the time of their initial interview. They are updated if screening takes longer than expected. Prospective volunteers are informed of the outcome of their application as expeditiously as possible, preferably within one week of the decision.

*Rationale:* Because a screening process can be long and sometimes somewhat intrusive, depending upon the role, it is only fair that applicants understand and agree to the full screening process before it begins.

*Suggested Procedures:* Applicants sign an agreement allowing the SHIP to complete its screening inquiries. The agreement gives permission to references and others to disclose relevant information to the SHIP. Volunteers receive an estimate of the time needed to complete the screening process and a timely response upon completion.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Letter Declining Applicant, Letter Declining Applicant for Conflict of Interest, and Consent Form*

### 3.32 Application form [Required]

*Policy:* A standardized application form is completed by all prospective SHIP volunteers.

*Rationale:* Standardizing the application form not only ensures that all applicants are treated in the same way, but it also ensures that complete and uniform information is collected on all applicants.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Application Form, Short-term Application, and Application Rating Tool for all role descriptions

### 3.33 Interviews [Required]

*Policy:* All prospective volunteers are interviewed to ascertain their suitability for, and interest in, various roles at the SHIP.

*Rationale:* Interviews determine volunteers' qualifications and commitment to fulfill the requirements of the role and provide ample opportunity for interviewees to ask questions about the program, volunteer duties, and gain any other information they may need to make an informed decision about volunteering with the SHIP.

*Suggested Procedures:* Interviews are conducted either in person or by other means such as by telephone or internet. Whenever possible, however, interviews are conducted in person because this both allows the SHIP to better evaluate the volunteer and allows the volunteer to better form a positive opinion of the SHIP. It also allows the SHIP to ensure that the person being interviewed is actually the correct applicant and not someone acting as a surrogate.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Interview Assessment and Interview Questions

### 3.34 Availability of suitable volunteer roles [Recommended] Policy is Required

*Policy:* In cases where the interview does not uncover a suitable placement for a prospective volunteer, or where the SHIP cannot meet his or her interests, needs or availability, the Volunteer Coordinator recommends that the volunteer seek placement elsewhere.

*Task of Local Program:* Implement policy and to ensure if the volunteer is not suitable for a role in PA MEDI other volunteer roles (i.e., ombudsman, meal delivery, etc.) within the agency are suggested

*Materials to be provided by the state PA MEDI office:* Documents - Interview Assessment, Letter Declining Application, and Letter Declining Applicant for Conflict of Interest

### 3.35 Conflict of interest [Required]

*Policy:* No person who has a conflict of interest in connection with the work they will do at the SHIP, whether personal, philosophical, or financial may serve as a volunteer. Volunteers do not promote any personal or business interest while undertaking their SHIP assignment.

One example of persons with an inherent conflict of interest is anyone who receives compensation for enrolling beneficiaries in a specific insurance plan or plans (i.e., active insurance agents). Any other professions that are considered a conflict of interest will be provided by the state PA MEDI office prior to implementation of this policy.

*Rationale:* Given the sensitive nature of SHIP work, the need for objectivity, and the ever-present possibility of fraud and abuse, even inside the SHIP, the screening of volunteers must be done carefully to avoid a conflict of interest or a perceived conflict of interest.

*Suggested Procedures:* SHIP volunteers sign a conflict of interest statement and agree to immediately notify their designated supervisor if any potential conflict arises during performance of their duties. All possible conflicts of interest are immediately reported by volunteers to their supervisor.

The SHIP can attempt to resolve conflicts of interest through, for example, changes of volunteer duties or changes of volunteer role. If a conflict of interest cannot be resolved, the volunteer may be relieved of duty.

*Task of Local Program:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Interview Assessment, Interview Questions; Volunteer Agreement, and Letter Declining Applicant for Conflict of Interest

### 3.36 Reference checks [Recommended]

*Policy:* At least two personal and/or professional references are checked for prospective volunteers who may be placed in a position of trust at the SHIP.

*Rationale:* Reference checks are a fundamental step in the screening process. They can reveal a good deal about a candidate's previous experience and performance, work, and personal characteristics and strengths.

*Task of Local Programs:* Inform state lead staff on whether program is going to implement policy



*Materials to be provided by the state PA MEDI office: Documents – Consent Form, Reference Checking Tips, Reference Check Questions, and Screening Matrix*

### 3.37 Background checks [Required]

*Policy:* Background checks vary according to volunteer role and may include, but may not be limited to verification of:

1. identity
2. volunteer history and experience
3. employment history and experience
4. education
5. social security number

*Rationale:* Particularly for positions of trust, background checks are an essential screening step to ensure that candidates are who they claim to be and to verify several critical pieces of information they provide.

*Definition:* Note that in common usage the term “background check” is sometimes synonymous with “criminal records check.” In these policies, the two are very different things. A “background check” includes any or all of the five checks noted in the policy above, while the term “criminal records check” refers specifically and only to a check of an applicant’s criminal history; it is not part of the background check but is separate from it (see next policy).

*Task of Local Programs:* Implement policy. If local program does not currently conduct background checks, need to find an entity to use to conduct the background checks.

*Materials to be provided by the state PA MEDI office: Documents - Screening Matrix and Consent Form*

### 3.38 Criminal records check [Required]

*Policy:* All prospective volunteers applying for any position of trust at the SHIP are subjected to a national-level criminal record check.

The SHIP has a protocol for determining which criminal violations render an applicant unsuitable for SHIP assignments.

*Rationale:* Despite their limitations, criminal records checks have become an industry standard in the field of volunteer program management in connection with screening for positions of trust. Failure to conduct criminal records checks for positions of trust may not only lead to the engagement of an inappropriate or even

harmful applicant but also leave the organization vulnerable to legal action for failure.

On the other hand, checking for a criminal record on a person who is not in a position of trust or who is otherwise performing relatively low-level work in a controlled environment may actually represent a breach of privacy or provide grounds for an allegation of discrimination because the check is not demonstrably related to position responsibilities.

*Suggested Procedures:* The presence of a criminal record is not an automatic disqualifier from SHIP volunteer work. The nature of the offense, when it occurred, and other pertinent information are considered in combination with all other information gathered in the screening process, and the acceptance decision is based on an overall assessment of the qualifications and appropriateness of the candidate for the role in question.

*Task of Local Programs:* Implement policy. If local program does not currently conduct criminal record checks, need to find an entity to use to conduct the criminal record checks.

*Materials to be provided by the state PA MEDI office:* Documents – Consent Form, Interpreting Criminal Records and Tip Sheet, Screening of Applicant, Screening Disqualifiers, and Screening Matrix

### 3.39 **Driver's license and record checks** [Recommended] **This Policy is Required**

*Policy:* Prospective volunteers whose volunteer responsibilities at the SHIP involve operation of a motor vehicle are subjected to two specific screening inquiries:

- proof of valid driver's license
- driver's record check

It is recommended that prospective volunteers whose responsibilities require operation of a motor vehicle are subjected to a driver's record check. Driving offenses may disqualify applicants for roles involving driving. The nature and number of the offense(s) and when it (they) occurred will be considered in the screening decision.

*Task for the Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Driver's License and Insurance Coverage Certification Form; Consent Form; and Screening Matrix

### 3.40 Limiting conditions affecting volunteer work [Recommended]

*Policy:* Volunteers who have any medical or psychological condition that might affect the safe and effective performance of their volunteer work are requested to consult with the Volunteer Coordinator about their ability to perform their assigned duties.

*Rationale:* This is a safety precaution for both the volunteer and the SHIP to be used when there may be doubt about a volunteer's capacity to continue or take on the work assigned. This screening device can be used in the initial volunteer intake process or at some later point when ongoing capacity to perform assigned duties comes into question.

*Task of Local Programs:* Inform state lead staff on whether program will be implementing the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.41 Probationary period [Required]

*Policy:* All new volunteers are placed on probation for a period of three months after their initial training is complete and they have been placed into a role. Adjustments are made wherever appropriate, including the possibility of placement into a different volunteer role that better suits the volunteer. If it is determined by either party during the probation period that involvement in the work of the SHIP is not appropriate, termination can be immediate and without prior notice or reason provided by either party.

Probationary status also applies to volunteers who have been reassigned to new roles with the SHIP.

*Rationale:* The probation period allows both the volunteer and the SHIP to assess the appropriateness of the "fit" between the volunteer's interests, skills and abilities and the mission, values, and work of the SHIP. Importantly, a formal probation period allows either party to communicate to the other that the situation is just not working out, and to do so without penalty or lengthy explanation.

*Suggested Procedure:* The Volunteer Coordinator makes formal contact with volunteers at the end of their probationary period to: 1) end it and finalize their acceptance, or 2) make alternate plans if a volunteer's tenure is in question.

*Task of Local Programs:* Implement policy and provide procedure to state lead staff

*Materials to be provided by the state PA MEDI office:* None

### 3.42 Documenting screening [Required]

*Policy:* The SHIP has a screening documentation process that sets out what documentation is created, for how long it is retained, and when it is to be destroyed.

*Rationale:* Because volunteers are placed in positions of trust from which they could be harmed or cause harm to others, the potential for legal action arising is ever-present, although remote. The organization could be called on to explain and justify its screening processes (e.g., were they fair and equitable light of human rights provisions?) and to defend its screening decisions (e.g., were they non-discriminatory, sufficiently thorough, and duly diligent in light of potential allegations of negligence in screening?).

Screening documentation is both created and retained so that the organization has proof of its screening processes and a basis to defend its screening decisions in a legal action.

*Suggested Procedures:* Documentation is retained as follows:

- For applicants accepted into volunteer service: Screening documentation becomes part of the volunteer's personnel file and is retained for a minimum of seven years after the volunteer's involvement with the SHIP terminates.
- For applicants not accepted into volunteer service: Screening documentation is retained for a minimum of six months after the volunteer has been notified of the non-acceptance of their offer of involvement.

*Task of Local Programs:* Implement policy. If the program already has a records retention policy provide the policy to the state lead staff

*Materials to be provided by the state PA MEDI office:* Documents – Personnel Form Screening an Applicant and Screening Checklist

### 3.43 Confidentiality of screening information [Required]

*Policy:* The confidentiality of information collected during volunteer screening is carefully protected. It may be shared with SHIP screening/hiring authorities as needed in the determination of volunteer suitability.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Consent Form

### 3.44 Incomplete or false information [Required]

*Policy:* Falsification of information, including material omission or misrepresentation, at any point during screening is grounds for immediate disqualification from the application process, or even immediate dismissal if the falsehood is discovered after acceptance.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.45 New screening standards for current volunteers [Required]

*Policy:* All SHIP volunteers, regardless of length of tenure, are subject to the provisions of all volunteer policies, including new policies coming into effect during an existing volunteer's tenure.

Existing volunteers must meet all new screening standards relevant to the role(s) they hold, with the exception of interviews and reference checks which do not need to be initiated or repeated with existing SHIP volunteers.

*Rationale:* Inconsistencies in the screening process allow for a greater likelihood of substandard, inappropriate, or potentially harmful behavior by SHIP volunteers. Screening some volunteers to a newly created standard and allowing the majority of volunteers – those who are already in the program – to not meet those standards is ethically questionable and legally difficult to defend. Double standards can also set up animosity between new and current volunteers because the former would now be subjected to a more rigorous process than the latter.

*Suggested Procedures:* Existing SHIP volunteers are not exempt from any of the following processes that would newly apply to the role(s) they hold as SHIP volunteers:

- application form
- national level criminal records check
- background checks
- driver's license and record checks

Existing volunteers must complete, within three months of the date of their effectiveness, all new screening processes that now apply to the volunteer role(s) they hold. Failure to complete all necessary screening processes results in suspension of duties until compliance is achieved. Continued refusal can result in immediate dismissal.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Screening Matrix and Screening an Applicant*

### 3.46 Reconfirmation of screening [Required]

*Policy:* The SHIP has a policy on how often various record checks (e.g., criminal records checks, driver's records check, etc.) will be repeated.

*Rationale:* Criminal records checks, driver's records checks, and so on are time limited. It is not unusual for organizations to check driver's records during the initial screening process and engage volunteers for years without ever again checking to ensure that they still have a license, haven't been convicted of serious moving vehicle violations, or haven't let their auto insurance lapse. Imagine something going wrong and the SHIP having to defend itself in a legal action: Not having rechecked volunteers' (dis)qualifications for years to ensure that they were still trusted to perform the work would be difficult to justify.

*Suggested Procedure:* Frequency of re-checks varies with the nature of the work and the degree of access and trust vested in the role.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Screening Matrix and Screening an Applicant*

### 3.47 Up-Screening [Required]

*Policy:* Prospective volunteers are screened to the level of intensiveness dictated by the role(s) for which they apply. If a volunteer applies for transfer to another volunteer role for which the initial screening process is more intensive than for the role the volunteer has been occupying, the volunteer is subjected to the additional screening inquiries of the role being applied for. Failure to satisfactorily meet these additional screening requirements is grounds for denial of the transfer.

*Rationale:* In the same way that current volunteers are subjected to new screening standards, volunteers who move into new roles that require more or different screening than whatever applied in their previous role must meet all screening standards of the new role.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Screening Matrix and Screening an Applicant*

### 3.48 Screening of previous volunteers [Required]

*Policy:* Re-acceptance of previous SHIP volunteers is not automatic. Re-acceptance decisions are based on past performance and the results of any updated or additional screening inquires undertaken in connection with the role for which the person is applying.

*Rationale:* Volunteers sometimes leave a volunteer position and come back to volunteer at some point in the future. Reacceptance is not automatic. Reacceptance must be a thoughtful process that meets the same screening standards and degree of diligence that apply to the initial screening.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* To be determined

### 3.49 Revisions to the screening process [Required]

*Policy:* Screening protocol is adjusted as roles change, and/or as standards of care and due diligence recommend.

**Note:** Any changes must be submitted and approved by the PA MEDI Statewide Coordinator

*Task of the Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* To be determined

## Placement

### 3.50 Placement [Required]

*Policy:* When placing a volunteer in a role, attention is paid to the interests and capabilities of the volunteer and to the requirements of the volunteer role. Placements are not made unless the requirements of the volunteer, the role requirements, and the supervising staff can be met. Volunteers are not placed in roles where paid staff are unsupportive.

*Rationale:* Most people can be induced to volunteer for anything for a short period of time but if you want them to volunteer for longer periods you must find work that motivates them. This requires understanding the interests and capabilities of the volunteer, matching them with a role that suits them, and supportive paid staff.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Suggested Procedures:* Volunteers are made to feel comfortable in declining a suggested placement and/or in requesting changes to their assignment at any point in their relationship with the SHIP. Wherever possible, volunteer roles are adjusted to meet the interests and availability of volunteers. Final placement decisions are made at the discretion of the SHIP.

*Task of Local Programs:* Implement and support policy

*Materials to be provided by the state PA MEDI office:* Document – Interview Questions

### 3.51 Staff participation in interviewing and placement **[Recommended] Policy is Required**

*Policy:* Wherever possible, paid staff who will be working with the volunteer participate in the interview and placement process.

Final assignment of volunteers does not take place without the approval of the paid staff with whom the volunteer will be working.

*Task of Local Program:* Implement policy. For example, if the Volunteer Coordinator is a person other than the PA MEDI Local Coordinator, the Local Coordinator must be involved in the interviewing and placement of the volunteer.

*Materials to be provided by the state PA MEDI office:* Documents – Interview Assessment and Screening Checklist

### 3.52 Acceptance and appointment **[Required]**

*Policy:* Service as a volunteer with the SHIP begins only with an official, written notice of acceptance or appointment to a volunteer role.

No offer of acceptance is issued on a conditional basis pending, for example, the results of screening inquiries, and volunteers do not begin any work in the SHIP until they have been formally accepted into service.

*Rationale:* Applying for volunteer work can be nerve wracking because many people invest a lot of themselves in their volunteer work and worry about their “acceptability.” Once the decision has been made to offer a volunteer position to an applicant, the offer must be in writing to formalize the agreement on the part of both parties.

The reason conditional offers are not made is that a volunteer on conditional acceptance could be granted access to confidential information, vulnerable beneficiaries, valuable equipment, and so on, and then it is found out as the final



## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

screening information comes in that s/he is inappropriate for the position or even potentially harmful. By that time damage may have been done.

*Suggested Procedures:* Notice of acceptance is given in a timely manner by the Volunteer Coordinator or his or her designee.

Volunteers may be offered the opportunity to attend SHIP initial volunteer training if it is scheduled while the SHIP is waiting for confirmation of screening information (e.g., waiting for results of criminal records check, driver's record check, etc.) as long as volunteers understand that they are not yet accepted as SHIP volunteers and still agree to devote time to training under these terms.

*Task of Local Program:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Personnel File Form, Screening an Applicant, Acceptance and Welcome Letter, and Volunteer Agreement

### 3.53 Placement check-in **[Recommended]**

*Policy:* 30-days after a volunteer's placement, a second interview with the volunteer is conducted, providing an opportunity for mutual assessment of the initial placement. At this point either the volunteer or the SHIP may request an adjustment to the role, re-assignment to a different role, or determine that the volunteer is unsuitable for a role within the SHIP.

*Rationale:* Scheduling a placement check-in makes it possible for both parties to review the initial placement decision and to make changes if necessary. The goal is to do whatever is possible to make the match work. Failure to perform this check-in often results in volunteers who leave their positions after only a short tenure.

*Task of Local Program:* Inform state lead staff on whether the program intends to implement policy. Please note that if this policy is implemented, it applies to ALL volunteers.

*Materials to be provided by the state PA MEDI office:* Document – Volunteer Placement Check-in/Second Interview

### 3.54 Re-assignment **[Required]**

*Policy:* Volunteers who are at any time re-assigned to a new role receive all appropriate orientation, training and up-screening (if applicable) before they begin work.

*Task of Local Program:* Implement policy

*Materials to be provided by the state PA MEDI office: Documents – Screening Matrix and Screening the Applicant*

### Orientation and Training

#### 3.55 Orientation [Required]

*Policy:* All volunteers receive orientation on topics that include, but are not limited to:

- the purpose and values of the SHIP
- the nature and operation of the program or activity for which they are recruited
- the purpose, duties, and requirements of the role that they are accepting

Volunteers must fulfill all mandatory orientation requirements before any work is assigned to them.

*Rationale:* Volunteers perform better when they are given a sense of context regarding the system within which they will be working. This includes understanding the overall mission of the SHIP, the system through which the SHIP provides services to the community, and the nature of the role they will be performing.

New volunteers also need an orientation to how the organization works, including everything from where to hang their coat and get a cup of coffee to where they work, the workplace climate, and how people relate to one another. Providing this context will prevent unfortunate misunderstandings and inadvertent mistakes by volunteers. It also makes them feel wanted and part of the team.

*Task of Local Program: Implement policy*

*Materials to be provided by the state PA MEDI office: Document - Orientation Tip Sheet*

#### 3.56 Training [Required]

*Policy:* Minimum initial and ongoing volunteer training requirements are established by the SHIP and involve the delivery of a volunteer training program tailored to specific volunteer roles. Volunteers must fulfill mandatory training requirements before any work is assigned.

*Rationale:* Volunteer training is essential to effective SHIP service delivery, and both the SHIP and its volunteers have the right to ensure that training leads to satisfactory volunteer performance.

*Suggested Procedures:* Training takes place with minimum delay following the acceptance of the volunteer by SHIP. Volunteers who are unable to successfully complete mandatory training – initial or ongoing – are offered alternate placements with lesser requirements wherever possible.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: The state PA MEDI office has established training requirements that are updated as needed. Training will be provided by designated/authorized individuals.*

### 3.57 Credit for related training **[Recommended]** Policy will not be implemented

*Policy: At the discretion of the SHIP, credit may be given for training received from another organization that overlaps with training provided by the SHIP.*

*Task of Local Programs: None*

*Materials to be provided by the state PA MEDI office: None*

### 3.58 Demonstrating qualifications **[Required]**

*Policy: Following training, volunteers are tested on their knowledge and abilities for certain SHIP roles and must demonstrate minimum levels of comprehension and skill. For such roles, volunteers are not assigned duties until their qualification for the role is certified, using the criteria and process required by the SHIP.*

*Rationale: Many SHIP volunteer roles depend upon volunteers having a high degree of knowledge of complex subjects. Provision of accurate and current knowledge is an essential element of SHIP service delivery.*

*Suggested Procedure: When volunteers are unable to achieve qualification or certification for roles with this requirement, they are offered alternate role placements without such requirements, if possible.*

*Task of Local Programs: Implement policy.*

*Materials to be provided by the state PA MEDI office: The state PA MEDI office has established training requirements that are updated as needed. Training will be provided by designated/authorized individuals.*

### 3.59 On-the-job training **[Required]**

*Policy: Volunteers receive specific on-the-job training which provides the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training are appropriate to the complexity and demands of the role and the capabilities of the volunteer.*

*Rationale: While classroom-style training can provide the underpinnings of knowledge, on-site training offers the opportunity to fine-tune learning and skills in a real-world setting. Providing this additional layer of training offers an opportunity to greatly*

enhance the ability of a volunteer to perform work in precisely the manner desired by the SHIP. It also offers the opportunity to make corrections in the volunteer's performance before incorrect information is communicated or information is communicated badly to the public.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* The state PA MEDI office will provide the requirements of the training and the training will be provided by designated/authorized individuals.

### **3.60 Paid staff involvement in orientation and training [Recommended] Policy is Required for Orientation only**

*Policy:* Paid staff members and mentors with responsibility for service delivery have an active role in the design and delivery of both orientation and training of volunteers.

*Rationale:* Paid staff possess essential knowledge and techniques connected to effective performance of volunteer roles. Accordingly, staff should be involved in both designing and delivering volunteer training – particularly for those who will be assigned to them

*Suggested Procedures:* Staff who supervise volunteers deliver on-the-job training to those volunteers assigned to them. The Volunteer Coordinator assists where needed and ensures that all necessary training is provided.

*Task of Local Programs:* Implementation of orientation and mentoring portion of policy

*Materials to be provided by the state PA MEDI office:* Document – Orientation Tip Sheet

*Note:* The state PA MEDI office has established training requirements that are updated as needed with input from paid staff as appropriate. Training will be provided by designated/authorized individuals.

### **3.61 Volunteer involvement in orientation and training [Recommended] Policy will not be implemented with the exception of Self-Directed Volunteer Teams (SDVT) and applies to orientation only**

*Policy:* The participation of experienced volunteers is invited in the design and delivery of volunteer orientation and training.

*Rationale:* This creates a heightened sense being part of a team and offers the SHIP an opportunity to both benefit from and honor the contributions of experienced volunteers.

*Task of Local Programs:* Inform the state lead staff on whether the program intends to implement policy.

*Materials to be provided by the state PA MEDI office:* None. The state PA MEDI office will provide the requirements of the training and the training will be provided by SDVTs upon their approval to do so. However, volunteers will be included on the design of training on an as needed basis.

### 3.62 Continuing education [Required]

*Policy:* At the discretion of the SHIP, update training and/or recertification training is required for some volunteer roles.

Volunteers who are not able to meet required continuing education requirements for their role are respectfully removed from service in that role.

*Rationale:* As with paid staff, improvement of volunteer skill levels during their terms of service is encouraged.

*Suggested Procedures:* Additional training and educational opportunities are made available to volunteers wherever possible and appropriate. Volunteers who are unable to meet the continuing education requirements for certain roles are offered alternate role placements with lesser requirements, when possible.

*Definition:* Continuing education includes both additional information on performance of their current volunteer assignment as well as more general information related to the work and mandate of the SHIP. The SHIP may provide it directly or may help volunteers take part in educational programs provided by other groups.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* The state PA MEDI office has established training requirements and supplemental enrichment sessions that are updated and developed as needed to address changes to federal and state policies and procedures. Training will be provided by designated/authorized individuals.

### 3.63 Conference attendance [Recommended]

*Policy:* Volunteers are encouraged to attend conferences and meetings that are relevant to their volunteer assignments, including those run by the SHIP and by other organizations.

*Suggested Procedure:* Prior approval from the volunteer's supervisor and the Volunteer Coordinator is obtained before attending any conference or meeting if attendance will interfere with the volunteer's work schedule or if reimbursement of expenses is sought.

*Task of Local Programs:* Inform state lead staff on whether the program will be implementing the policy. The policy is recommended with an exemption made for a volunteer receiving an award for work done for PA MEDI.

*Materials to be provided by the state PA MEDI office:* None

## Performance Management

### 3.64 Components [Required]

*Policy:* A constructive, positive, and success-oriented performance management system is in place at the SHIP.

*Rationale:* A key principle of volunteer program management is to support volunteers to be successful in their roles. Performance management provides a wide range of support and intervention techniques to supervisors to encourage and enable productive and satisfying volunteer involvement, and to help volunteers adjust performance when necessary to meet performance standards and achieve role outcomes.

*Definition:* The SHIP performance management system includes three primary components:

- supervision
- performance evaluation
- corrective action

Each component of the performance management system includes a range of approaches and techniques at the disposal of supervisors. The guiding principle of performance management is to match the type and extent of supervisory intervention to nature of a volunteer's responsibilities and capacity. It provides for a multiplicity of supportive and enabling responses that acknowledge and reward excellence in volunteer work. It includes positive and reinforcing informal mechanisms through more formal corrective action, to the most formal disciplinary actions up to and including dismissal.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Components of a Performance Management System, Key Elements of a Formal Corrective Action Plan, and Performance Management Overview

### 3.65 Supervisor's role [Required]

*Policy:* Supervisors of volunteers follow performance management policies and procedures in their day-to-day work with volunteers.

In instances where more support, understanding or direction is needed, the coordinator of volunteers works with the day-to-day supervisor to help the volunteer to achieve necessary modifications. The supervisor's role is critical when a volunteer's worksite has changed to working from home or a designated remote location due to an emergency or disaster.

*Rationale:* This allows for the all-important early intervention to prevent more serious performance issues. Because many supervisors of volunteers may have little experience in supervision – and particularly in supervising volunteers rather than staff (there is a difference) – the Volunteer Coordinator should be available to provide training, tips, advice, and support.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.66 Notice of performance management system [Required]

*Policy:* Volunteers are advised of the existence of the volunteer performance management system during their initial orientation with the SHIP.

*Suggested Procedure:* Upon acceptance into volunteer service, all SHIP volunteers are provided with a copy of the SHIP Volunteer Handbook along with any other performance management or evaluation instruments.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – PA MEDI Volunteer Handbook and Notice of Performance Management System/Notification Receipt

### 3.67 Right of supervision and support [Required]

*Policy:* The SHIP has both the right and the obligation to provide supervision and support, to manage the work done by volunteers and to determine the nature and extent of supervisory guidance provided to volunteers. A supervisory plan must be in place and communicated to volunteers who work from home or a designated remote location during an emergency or disaster.

*Rationale:* Many people who work with volunteers are uncertain about whether volunteers' work can be monitored and/or criticized. Many have a sense that because the gift of volunteer work is so generously given, the organization (and its personnel) has

no right to be critical, ask for more, or ask for better. This policy clarifies the SHIP position on volunteer supervision.

As personnel working on behalf of the SHIP, volunteers are a critical part of the SHIP workforce. Accordingly, the SHIP has an obligation to ensure that the performance and behavior of volunteers' best serves the SHIP and does not diminish its ability to deliver the very best services possible to the community.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: None*

### 3.68 The nature of supervision and support **[Required]**

*Policy:* Supervision and support of SHIP volunteers reflects the principle of positive, constructive, and success-oriented guidance that underpins the SHIP volunteer performance management system. A supervisory plan must be in place and communicated to volunteers who work from home or a designated remote location during an emergency or disaster. At a minimum the supervisory plan should include:

- clear expectations of the volunteer
- tasks that are detailed and well-communicated
- a way to track and recognize volunteer contributions
- a way to show volunteers the impact of their contributions

*Rationale:* Supervision and support of volunteers is essential to ensure consistent quality of services as well as volunteer satisfaction. This policy explains the approach taken in the SHIP performance management system, which honors the contributions of volunteers and pledges the assistance of the SHIP in guiding the volunteer toward a successful experience.

*Definition:* This is the day-to-day feedback and reward process that helps volunteers understand expectations and standards and achieve them. This approach has both reward and disciplinary components, but all of these are focused on assisting the volunteer in meeting standards and delivering a consistent level of quality service. It is very much a success-driven rather than failure-driven system.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: None*



### 3.69 Acceptance of supervision [Required]

*Policy:* Upon acceptance into service with the SHIP, volunteers agree to accept supervision and support from designated supervisory personnel. The volunteer should consult with their designated supervisor regarding a plan of action for supervision and communication especially if the volunteer is working from home or a designated remote location due to an emergency or disaster.

*Rationale:* Volunteers engage with the SHIP of their own free will. Part of their decision to join the SHIP team must include a willingness to agree to the rules and procedures established by the SHIP. This policy ensures that volunteers are asked outright to agree to meet the standards of performance and behavior set around their roles and to act in good faith while working with their supervisor to meet these standards.

*Suggested Procedure:* Failure or refusal by a volunteer to accept supervision and/or to integrate the direction of the supervisor into his or her volunteer work performance are grounds for disciplinary action up to and including dismissal.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.70 Requirement of a supervisor [Required]

*Policy:* Each volunteer who is accepted to a SHIP role has an identified supervisor who is responsible for direct supervision and support of that volunteer.

*Rationale:* For effective supervision of volunteers to occur, volunteers must know and interact with their supervisor, working with them on their assignments and receiving constructive feedback on the quality of their work.

*Suggested Procedures:* Supervisors provide day-to-day guidance for the work of the volunteer, and are available to the volunteer for consultation, assistance, and support. Supervisors assign volunteer duties, involve volunteers in the communication flow of the agency, and provide constructive feedback to volunteers regarding their work.

Responsibility for volunteer supervision is reflected in the role requirements of paid staff who are volunteer supervisors, and their effectiveness as supervisors is monitored as part of their own routine performance assessment. Supervisors are more likely to dedicate time and attention to performing this supervisory responsibility if it is part of their role description.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office: Document – Evaluation of a Volunteer*

### 3.71 Volunteers as volunteer supervisors **[Recommended]**

*Policy:* Experienced and qualified volunteers may be assigned volunteer supervision and support responsibilities provided that they are, themselves, under the direct supervision of a paid staff member.

*Rationale:* Engaging volunteers to help support and supervise other volunteers can help to significantly extend the scope of the volunteer program, enhance the program's effectiveness, and increase volunteer satisfaction.

*Task of Local Programs:* Inform the state lead staff on whether the program will be implementing the policy

*Materials to be provided by the state PA MEDI office: None*

### 3.72 Lines of communication **[Required]**

*Policy:* Volunteers receive all necessary information pertinent to the performance of their work assignments. Accordingly, volunteers are included in and have access to all appropriate information, memos, materials, meetings, and consumer records relevant to work assignments. When volunteers are working from home or a designated remote location due to an emergency or disaster, there should be regular communication with volunteers.

*Rationale:* Many performance management issues are the result of miscommunication and bad information. This is unfortunately a common situation among volunteers who are dispersed through the community such as within the SHIP.

*Suggested Procedures:* Supervisors ensure that their volunteers receive all pertinent information. To facilitate the receipt of this information on a timely basis, volunteers are included on all relevant distribution schedules and are given a method for access to information circulated in their absence.

Lines of communication operate in both directions and exist both formally and informally. Volunteers are consulted regarding decisions that would substantially affect the performance of their duties. Volunteers are encouraged to provide feedback and input, via their supervisor, on the effectiveness and organization of SHIP services. All constructive suggestions are welcomed.

*Task of Local Programs:* Implement and support policy

*Materials to be provided by the state PA MEDI office: None*

### 3.73 Evaluation of performance [Required]

*Policy:* Volunteers receive periodic evaluation of their work. Volunteers will receive an evaluation 6 months and 1 year after their start date and annually thereafter.

*Rationale:* It is impossible to achieve success without monitoring performance and behavior against established and communicated standards.

*Suggested Procedures:* Volunteer evaluations are conducted by the volunteer's immediate supervisor. Input may also be sought from other supervisory personnel who are in a position to observe volunteer performance. The role description and related standards of performance form the basis of performance evaluation. Feedback on volunteer performance is non-threatening, constructive and supportive. It is an opportunity for mutual exchange and feedback. It includes formal acknowledgement of, and appreciation for, volunteer contributions.

Volunteers are invited to provide input and suggestions regarding their work, SHIP services and the volunteer's relationship with the SHIP.

Paperwork related to the volunteer's tenure is updated, including the role description, personal contact information, conflicts of interest, and any licensure relevant to their duties (e.g., proof of valid driver's license, proof of automobile insurance, etc.). Evaluations are an opportunity to ascertain the continued interest of volunteers in SHIP service in their current or other capacity.

*Definition:* Evaluation of performance is a more formal mechanism beyond day-to-day supervision, providing a more detailed portrayal of each volunteer's performance, on-the-job behavior, achievements, and areas for improvement. Evaluations, normally conducted in person, include a review of the performance and achievements of volunteers, and suggest needed changes in work style, behavior, standards or outcomes.

*Tasks of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Evaluation of a Volunteer and Volunteer Role Descriptions

### 3.74 Documenting performance [Required]

*Policy:* The substance and outcomes of volunteer performance evaluations are documented by the supervisor and placed in the volunteer's personnel file.

*Rationale:* Written documentation of volunteer performance evaluations is essential both to allow a historical record that can be invaluable to a newly assigned supervisor of a volunteer and to demonstrate and justify appropriate supervisory and disciplinary actions in the event of legal action. Documentation should clearly show areas of

discussion regarding performance issues and mutually agreed-upon remedies and actions.

*Suggested Procedure:* All plans for improvement are itemized along with mutually agreed upon follow-up dates and procedures.

*Tasks of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – Evaluation of a Volunteer

### 3.75 Communication with the volunteer management unit [Required]

*Policy:* Supervisors of volunteers maintain regular communication with the volunteer management department – typically the Volunteer Coordinator – on the status of the volunteers they are supervising and are responsible for the timely submission of all necessary paperwork.

The Volunteer Coordinator is informed immediately of any substantial change in the work or status of a volunteer and is consulted in advance before any corrective action is taken.

*Rationale:* Management of volunteers within the SHIP is a team effort among SHIP and the Volunteer Coordinator. Accordingly, these parties should maintain a regular flow of communication regarding the status of volunteer performance and should ensure that other parties are immediately informed should any substantial performance issues arise.

*Task of Local Programs:* Implement the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.76 Progressive Corrective Action [Required]

*Policy:* The SHIP has a written protocol for corrective action that includes a wide range of intervention techniques which are progressive in nature. When corrective action is necessary, it is positive, constructive, and success-oriented, designed to help volunteers whose performance and/or behavior is not meeting expectations.

The seriousness of corrective action is matched to the nature of the performance issue, becoming progressively more serious with either the unacceptability of the transgression or the repeated failure by the volunteer to improve the situation.

*Rationale:* Managing volunteer performance will occasionally require attempts to get a volunteer to modify his or her behavior. Implementing corrective action is a complex human resources management function that most people would rather avoid.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

Volunteer performance issues may range from relatively minor infractions to major misconduct. They may be inadvertent errors or intentional or even criminal actions. Given this range of extent and cause, an effective correction action system must include a range of intervention strategies. Continuation or repetition of a behavior a volunteer has already been asked to correct is not acceptable and needs to be communicated clearly to the volunteer.

Consistent corrective action is more likely to be applied by supervisors if a written protocol is developed, listing the specific steps to be followed. They are also more likely to follow this protocol if they are trained in its application.

*Suggested Procedures:* Supervisors are trained in the constructive and respectful application of the corrective action process. Most often corrective action takes the form of a plan for change developed cooperatively between the volunteer and his or her supervisor.

Because corrective action is meant to be success-oriented rather than failure-focused, every effort is made to help the volunteer get back on track and stay involved in the program (as long as continued involvement is appropriate).

*Definition - Range of Interventions:* begins with the informal development of a performance improvement plan (involving such elements as additional training, coaching support from an experienced volunteer buddy, adjustment of volunteer duties, or re-assignment to a new role) to the more formal range of disciplinary techniques including warnings, suspension, or, in the absence of success through other methods, dismissal of the volunteer from service.

*Definition - Progressive Corrective Action:* begins with minor adjustments but rises in seriousness with the seriousness of the volunteer's behavior and/or if he or she fails to improve performance as required.

*Task of Local Programs:* Implement policy. If a policy is in place, provide the protocol to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Documents – Components of a Performance Management System, Key Elements of a Formal Corrective Action Plan, and Performance Management Overview

### 3.77 Dismissal of a volunteer [Required]

*Policy:* Volunteers who do not adhere to the rules, policies, or procedures of the SHIP or who repeatedly fail to perform a volunteer assignment satisfactorily despite supervisory support and other corrective action interventions are subject to dismissal.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

The SHIP establishes grounds for dismissal of volunteers. Individual situations vary and supervisors and the Volunteer Coordinator use discretion and good judgment in all decisions regarding possible volunteer dismissal.

*Rationale:* The SHIP is responsible for the performance of its workforce, both paid and volunteer. When volunteers demonstrate a consistent unwillingness or inability to meet expectations regarding performance and behavior, then the SHIP has both the right and obligation to terminate their involvement as a volunteer. Establishing specific grounds for dismissal makes it more likely that volunteers will be aware of the seriousness of some forms of misconduct and that staff will consistently apply corrective actions procedures.

*Suggested Procedures:* Dismissal of volunteers is typically a last resort, applied only when other available and appropriate corrective actions have not been successful. Whenever a supervisor determines that a corrective action process may ultimately lead to volunteer dismissal, the Volunteer Coordinator is immediately notified. The Volunteer Coordinator works with the supervisor to implement appropriate corrective action steps.

The dismissal process allows volunteers the opportunity to discuss with supervisory staff the reasons for possible dismissal and understand that dismissal is one possible outcome should corrective action fail to improve the situation.

Only the Volunteer Coordinator or the supervisor of the volunteer is authorized to make the decision to terminate a volunteer's involvement from the SHIP and this decision will often involve consultation between the Volunteer Coordinator and his or her own supervisor.

Following is a sample list of possible grounds for dismissal. This list is for illustration purposes and is not intended to be complete or comprehensive:

- gross misconduct
- serious misjudgment that may undermine the SHIP's trust in the volunteer, cause harm to others, or diminish public trust in the SHIP
- insubordination including failure or unwillingness to perform essential role responsibilities and/or accept direction from authorized SHIP supervisory personnel
- being under the influence of alcohol or illegal drugs while on volunteer duty or representing the SHIP
- dishonesty, theft, or other illegal acts
- loss of license (such as driver's license) or certification or qualification required to perform assigned duties
- unauthorized use or misuse of SHIP equipment or materials
- harm, abuse or mistreatment of beneficiaries, co-workers, or other persons

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- sexual harassment
- serious and repeated failure to abide by SHIP policies and procedures
- failure to meet physical, cognitive, or emotional standards of performance
- repeated failure to satisfactorily perform assigned duties
- irresolvable conflict of interest
- serious breach of boundaries

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: Documents – Dismissal Letter about Volunteer, Dismissal Procedures, Dismissal Report Form, and Key Elements of a Formal Correction Action Process*

### **3.78 Immediate dismissal [Required]**

*Policy:* Some behaviors are so unacceptable that they are simply not tolerated at the SHIP. Such behaviors trigger immediate dismissal of volunteers from all SHIP volunteer service. When there is sufficient information to indicate that the unacceptable behavior has taken place, the volunteer is immediately relieved of his or her duties.

The SHIP establishes grounds for immediate dismissal. Individual situations vary and supervisors and the Volunteer Coordinator use discretion and good judgment in all decisions regarding possible volunteer dismissal.

*Rationale:* Some performance or behavioral transgressions constitute an immediate threat to the well-being of the SHIP or its beneficiaries. These transgressions warrant an immediate response, which is commonly the immediate termination of the volunteer. This is an unusual occurrence, but it is essential to plan for it.

*Suggested Procedures:* Accompanied by a SHIP supervisor, the volunteer is given the opportunity to collect personal belongings, turn in SHIP identification, and is then escorted from the premises.

If there is some question about the unacceptable behavior, the volunteer is immediately suspended from her or his volunteer role(s) until an investigation is complete. The suspension is treated as a temporary dismissal, wherein the volunteer gathers his or her belongings, returns the SHIP identification and is escorted from the premises. In the case of a suspension pending investigation, when the investigation is complete the SHIP determines whether the volunteer will be reinstated, and if so, with what provisions, or dismissed.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

Following is a sample list of possible grounds for immediate dismissal of SHIP volunteers. This list is for illustration purposes and is not intended to be complete or comprehensive:

- fraud, theft, or abuse in connection with SHIP service
- serious illegal act
- gross negligence causing bodily harm in connection with SHIP volunteer service
- breach of confidentiality
- reporting for volunteer service in an impaired condition resulting from the use of alcohol or illegal drugs
- violence in the workplace

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: Documents – Dismissal Procedures and Dismissal Report Form*

### 3.79 Notice of departure of volunteer **[Required]**

*Policy:* When a volunteer departs from the SHIP, whether voluntarily or involuntarily, or is re-assigned to a new role, the Volunteer Coordinator provides written notice of such to all affected SHIP clients and personnel (paid and unpaid).

*Rationale:* Volunteers interact and work with SHIP staff and beneficiaries and may from time to time be assigned to a specific beneficiary for ongoing counseling. Where a volunteer who is leaving the program (for whatever reason) had close working relationships in their volunteer role, discrete notice of the departure should be provided to all affected parties. If the volunteer is reassigned to a new role, those with whom they previously worked should be advised so that future communication with the volunteer is restricted, as needed, to the boundaries of the new position.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: Documents – Letter of Dismissal about Volunteer and Letter of Dismissal to Volunteer*

### 3.80 Reassignment of work and cessation of work relationships **[Required]**

*Policy:* When a volunteer is dismissed, the working relationship to the SHIP, its services, personnel, and beneficiaries is irrevocably severed. Volunteers are informed that further SHIP or service-related functioning along with connections with SHIP personnel, partners and beneficiaries cease upon dismissal.



## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* Beneficiaries working with a dismissed volunteer may be under the impression that the volunteer is still serving on behalf of the SHIP and that the SHIP is still supervising the volunteer and the relationship. To avoid this situation the SHIP should take immediate and proactive steps to inform the beneficiary(ies) of the change in status and quickly link them with replacement volunteers. This action is particularly important when a volunteer has been dismissed for cause.

*Suggested Procedures:* Any active work relationships with beneficiaries or open cases are immediately reassigned. The beneficiary is informed in writing of the reassignment of his or her case. Information regarding departure of the volunteer is provided in the briefest of terms as the reason for the reassignment.

All due caution is exercised to protect the rights, dignity, and confidentiality of the volunteer.

Where a dismissed volunteer is in an ongoing relationship with a beneficiary(ies) it is made clear to the beneficiary(ies) in writing that the volunteer is no longer a representative of SHIP, that the SHIP is neither monitoring nor responsible for any future actions of the volunteer, and the beneficiary(ies) is (are) cautioned to discontinue any SHIP-related contact with the volunteer.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Letter of Dismissal about Volunteer, Letter of Dismissal to Volunteer, and Formal Correction Action Process/Notification Receipt

### **3.81 Performance management review and appeals procedures [Required]**

*Policy:* The SHIP has a corrective action review and appeals procedure in place. Volunteers are made aware of the appeals procedure upon acceptance into volunteer service.

*Rationale:* Significant performance management issues, especially those that result in dismissal of a volunteer, are serious actions and warrant adequate processes through which the volunteer may ask for review and reconsideration of the decision. Allowing volunteers to seek additional consideration of their situation respects their rights.

*Suggested Procedure:* Decisions involving serious and formal corrective action, including dismissal of a volunteer, are reviewed for appropriateness by the Volunteer Coordinator, often in consultation with his or her own supervisor.

*Task of Local Programs:* Implement policy. If program already has a procedure in place provide the procedure to state lead staff.

*Materials to be provided by the state PA MEDI office:* Documents – Components of a Performance Management System, Key Elements of a Formal Corrective Action Plan, and Performance Management Overview

### 3.82 Grievance/complaint procedure [Required]

*Policy:* Volunteers with complaints or grievances with staff, other volunteers, beneficiaries, or partner organizations communicate these to their supervisor. If the complaint involves the volunteer's own supervisor, the volunteer conveys the complaint to the next person in the chain of command at the SHIP, typically the Volunteer Coordinator. All complaints will be treated as confidential.

*Rationale:* The right of volunteers to fair and equitable treatment demands that they have the opportunity to formally bring grievances or complaints to the attention of the SHIP.

*Suggested Procedures:* Every effort is made by the supervisor/ Volunteer Coordinator to achieve speedy and effective resolution of the situation and the volunteer is kept informed of the progress of this effort.

The final decision regarding resolution and related action rests with the SHIP, typically the Volunteer Coordinator.

*Task of Local Programs:* Implement policy. If the program already has a grievance and complaint procedure in place, provide the procedure to the state lead staff.

*Note:* If complaint is against the volunteer's supervisor or Volunteer Coordinator, the next level is the PA MEDI Statewide Coordinator.

*Materials to be provided by the state PA MEDI office:* Documents – Complaints by Volunteers Form and Instructions, Complaint by Volunteers Procedures, Exit Interview/Survey Questions

### 3.83 Investigation of outside complaints [Required]

*Policy:* The SHIP has a process for investigating and resolving complaints from beneficiaries and other outside parties against volunteers.

*Rationale:* From time to time accusations or complaints may be lodged by beneficiaries or outside parties against volunteers. The SHIP is obligated to follow up on these accusations and attempt to determine whether they have substance. A formal process will guide the response and ensure fairness and equitable application of the policy.

*Task of Local Programs:* Implement policy. If program has process in place, provide the process to the state lead staff.

*Materials to be provided by the state PA MEDI office:* Documents – Complaints about Volunteers Form and Complaints about Volunteers Procedures

### 3.84 Resignation [Required]

*Policy:* Volunteers may resign from their volunteer service with the SHIP at any time and for any reason.

Volunteers who intend to resign provide as much advance notice of their departure as possible along with the reason for their decision.

Beneficiaries working with the volunteer should be informed in writing of the assignment of a new volunteer to their case.

At the time of resignation volunteers should turn in all identification and other property or materials belonging to the SHIP to their designated supervisor.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Exit Interview/Survey Questions

### 3.85 Volunteers Aging in Place [Recommended]

*Policy:* The commitment of SHIP volunteers occasionally leads to volunteers who attempt to continue providing service even when their capacities have diminished to a point where quality of service and safety become issues.

To address this issue, each SHIP shall establish a protocol for addressing the suitability of continued volunteer service.

*Rationale:* While valuing the commitment of these volunteers, SHIP recognizes that a time may come of all volunteers when continued service is not a wise choice for the volunteers, for the SHIP or for program beneficiaries.

*Suggested Procedures:* The following apply to a protocol for addressing suitability:

- The protocol shall ensure that the prior service of the volunteer is honored. The attempts of the volunteer to continue to provide service will be respected since the diminishing of their abilities is through no fault of their own.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- All attempts shall be made to find alternate methods for the volunteer to provide service to the SHIP. These attempts may include changes in volunteer role, partnering with other volunteers or other enabling techniques.
- Volunteers will be encouraged to undertake their own self-assessment of capacity and to seek counsel from their own support network, such as family members and others who might provide objective information regarding continued volunteering.
- Volunteer supervisors should support the decision of volunteers to resign and shall indicate that this does not imply that the volunteers are letting the SHIP down or failing to meet their commitment.

In situations where the volunteer has exhibited diminishing capacity that significantly affects their ability to perform volunteer service and where the volunteer does not choose to resign voluntarily the SHIP shall take unilateral action to initiate retirement of the volunteer and honor the service they have provided.

*Task of Local Programs:* Inform state lead staff on whether the program intends to implement policy. Please note, if the program implements this policy, the program must notify the state lead person prior to any action taken with the volunteer.

*Materials to be provided by the state PA MEDI office:* Document – tips for Managing Aging Volunteers

### 3.86 Exit interviews **[Recommended]** **Policy is Required**

*Policy:* Exit interviews, where possible, are conducted with volunteers who are leaving their roles.

*Rationale:* Information obtained from departing volunteers may provide insights into both the strengths and weaknesses of the SHIP volunteer program. Efforts should be made to collect this information. It is also possible that a volunteer only wishes to separate themselves from the SHIP for a temporary period, in which case efforts should be made to reconnect with them at a future time.

*Suggested Procedures:* The interview ascertains why the volunteer is leaving the role, elicits suggestions the volunteer may have to improve the role or SHIP service, and, where appropriate, the possibility of involving the volunteer in some other capacity with the SHIP in the future.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – Exit Interview/Survey Questions

### Volunteer Behavior, Performance and Roles

#### 3.87 Clarification of meaning [Required]

*Policy:* It is the volunteer's responsibility to seek clarification about policies, as needed. Not understanding a policy is not acceptable grounds for failure to comply.

*Suggested Procedures:* Questions from volunteers regarding interpretation of policies should be addressed to the volunteer's supervisor for clarification, who will then consult with the SHIP Volunteer Coordinator or state PA MEDI office, if necessary. Matters not specifically covered in these policies are determined by the Volunteer Coordinator with approval from the state PA MEDI office.

*Task of Local Programs:* Implement policy

*Materials to be provided by state PA MEDI office:* None

#### 3.88 Volunteer conduct [Required]

*Policy:* SHIP volunteers perform their duties in an objective, timely and conscientious manner. They at all times act in a knowledgeable manner, consistent with their training and these policies.

*Rationale:* SHIP volunteers are agents of the program. Volunteer presentation and performance reflect positively on the SHIP, enhancing its integrity, reputation, and credibility.

*Suggested Procedure:* The Volunteer Coordinator, volunteer supervisors, and all other SHIP team members support appropriate volunteer conduct by ensuring that SHIP volunteers feel safe, prepared, supported, and competent in the fulfillment of their responsibilities.

*Task of Local Programs:* Implement policy

*Materials to be provided by state PA MEDI office:* None

#### 3.89 Boundaries and ethics [Required]

*Policy:* The SHIP clearly communicates role boundaries to volunteers. Volunteers recognize and respect the limits of their skills and abilities, and the boundaries and limitations of their role. If a volunteer is in doubt regarding the limitations of their role, no action is taken until direction on the matter is received from the volunteer's supervisor, the Volunteer Coordinator, or another authorized SHIP representative.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* Boundary breaches can be a very serious matter. Volunteers need to know what kinds of actions and behavior are outside their assigned role.

*Suggested Procedures:* Boundaries are communicated through a range of mechanisms including, but not limited to, role descriptions, performance standards, orientation, training, on-the-job training, ongoing training, volunteer supervision and support, performance evaluation, and, as needed, corrective action.

*Definition:* All volunteer roles have not only responsibilities, but limits to those responsibilities (i.e., boundaries).

*Task of Local Programs:* Implement policy

*Materials to be provided by state PA MEDI office:* None

### 3.90 Provision of service [Required]

*Policy:* Volunteers provide service in a responsible and objective fashion, without regard to the background or characteristics of beneficiaries.

Volunteers provide current and accurate information and seek additional assistance or information when in doubt or when specialized knowledge or expertise is required.

Volunteers do not recommend or endorse specific services, providers, or products to beneficiaries. Volunteers do not make plan choices or decisions for beneficiaries.

*Task of Local Programs:* Implement policy

*Materials to be provided by state PA MEDI office:* None

### 3.91 Representation of the SHIP [Required]

*Policy:* Volunteers are agents of the SHIP while functioning in their assigned volunteer roles. Volunteers are not spokespersons for the SHIP in any formal sense and do not represent themselves as such. Note: This policy applies when volunteers are on their own time, not while conducting SHIP business.

*Rationale:* Volunteers are authorized to act as representatives of the SHIP only as clearly and specifically prescribed by their role descriptions and only to the extent of such written specifications.

*Suggested Procedures:* Volunteers do not say anything or act in any way that might obligate the SHIP or be construed as a formal SHIP role. This applies to all oral and written communications, including online statements in social media or other forums.

Prohibited actions in this regard include, but are not limited to:

- public statements that might in any way be construed as originating from or representing the SHIP
- statements to the press regarding anything pertaining to the SHIP or the volunteer's service with the SHIP
- lobbying efforts with other organizations, governments, or other entities
- collaborations or joint initiatives not clearly authorized in advance by the SHIP
- any agreements, undertakings, or contractual obligations on behalf of the SHIP
- online statements in social media or other forums that might be construed as officially representing the SHIP

*Task of Local Programs: Implement policy*

*Materials to be provided by state PA MEDI office: Document - Volunteer Role Descriptions*

### 3.92 Identification **[Recommended] Policy is Required**

*Policy:* SHIP volunteers are provided identification that establishes their affiliation with SHIP. Volunteers wear their SHIP identification while engaged in the business of the SHIP. Volunteers use the identification only when undertaking official and authorized SHIP duties.

*Suggested Procedures:* This identification is the property of the SHIP and is subject to corrective action, up to and including dismissal, for improper or unauthorized use. The identification is returned to SHIP in a timely manner when the volunteer's service to the SHIP terminates, whether voluntarily or involuntarily.

*Task of Local Programs: Implement policy. Photo IDs are required for positions of trust (i.e., counselors).*

*Materials to be provided by the state PA MEDI office: None*

### 3.93 Use of SHIP affiliation **[Required]**

*Policy:* Volunteers may not use their affiliation with SHIP in connection with partisan politics, religious matters, business dealings or community issues. Volunteers do not sell, recommend, or endorse any specific insurance or medical product, agent, or company, or promote religious or political beliefs, perspectives, or practice.

*Rationale:* Volunteers perform their role with the SHIP exclusively to serve the interests and purposes of the SHIP. Volunteers are not allowed to use their affiliation with the

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

SHIP to serve any other personal interest and may especially not utilize their SHIP affiliation to engage in partisan politics, religious persuading/preaching, business dealings, or other activities not directly related to performing service for the SHIP. Be aware that many volunteers may violate this policy unintentionally, believing that they are simply being helpful. This may occur, for example, when volunteers identify themselves in public as SHIP volunteers and then proceed to:

- give a personal opinion
- offer helpful suggestions having nothing to do with their SHIP role
- recommend a course of action that either violates the values of the SHIP or is clearly outside of the purview of the SHIP.

*Task of Local Programs: Implement policy*

*Materials to be provided by the state PA MEDI office: None*

### 3.94 Confidentiality [Required]

*Policy:* Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer, whether this information involves a member of staff, a volunteer, a beneficiary or other person, or involves the overall business of the SHIP.

Volunteers take all steps necessary to safeguard the confidentiality of all SHIP and beneficiary related information and to prevent personal information of beneficiaries from falling into the possession unauthorized persons. If a volunteer is working off site, including working from home or a designated remote location, all personal information obtained from beneficiaries for the purpose of counseling must be protected. All personal information must be in a secure location until it is either returned to the beneficiary or properly destroyed or stored by the SHIP that the volunteer is affiliated with.

Volunteers use any information collected or obtained in their course of their SHIP work only to assist the beneficiary or otherwise fulfill volunteer role responsibilities. No information collected or obtained in the course of SHIP work is disclosed other than when clearly approved by an authorized SHIP representative.

There is zero tolerance for breaches of confidentiality in connection with work at the SHIP.

*Rationale:* Confidentiality related to SHIP service delivery is a matter of highest importance. Even small breaches may cause harm to beneficiaries and/or to other persons and are subject to serious consequences up to and including dismissal. While volunteering for the SHIP, volunteers may become aware of private information about



## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

beneficiaries. This may be health/Medicare related or information of an otherwise personal nature.

*Suggested Procedures:* Volunteers sign a confidentiality agreement and full compliance with the agreement is a condition of continued involvement in SHIP volunteer service. Volunteers are informed on this agreement that a breach of confidentiality is grounds for dismissal.

Definition of “secure:” A secure location is defined as a place where beneficiary personal information is not in danger of being exposed to or read by unauthorized personnel. A secure location can be any location, such as a cabinet or box, that is locked. Only authorized staff or volunteers may have keys to access the secure location.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – PA MEDI Confidentiality Agreement

### 3.95 Dress code **[Recommended]**

*Policy:* As representatives of the SHIP, volunteers, like staff, are responsible for presenting a good image to beneficiaries and to the community. Volunteers dress appropriately for the conditions and the nature of their volunteer duties, maintaining a high standard of personal appearance, hygiene, and grooming at all times.

*Rationale:* The SHIP will be judged by the public in part by the appearance and demeanor of the volunteers who act on its behalf. Accordingly, volunteers must act in a way that best represents the SHIP, including maintaining appropriate dress for the conditions and performance of their volunteer roles.

*Task of Local Programs:* Inform the state lead staff on whether program intends to implement policy. Please note, if program is going to implement policy, provide procedure on how program is going to enforce.

*Materials to be provided by the state PA MEDI office:* None

### 3.96 Recording of volunteer time and activity **[Required]**

*Policy:* Volunteers accurately complete and submit required information on their volunteer activity on a timely basis. This may include timesheets, client or media contacts and other reports.

*Task of Local Programs:* Implement policy

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Materials to be provided by the state PA MEDI office: Document – Expense Form*

### 3.97 Absenteeism [Required]

*Policy:* Volunteers are expected to be reliable and punctual. When expecting to be absent from a scheduled duty, volunteers inform their staff supervisor as far in advance as possible so that alternate arrangements may be made.

It is neither the responsibility nor the right of volunteers to find or assign an alternate person to perform their work.

*Rationale:* Because their work is so vital to the achievement of the SHIP mission, dependability is important among SHIP volunteers. A volunteer who is not able to meet a commitment should never think that it is their responsibility to find a replacement; such action is the responsibility of the supervisor of that volunteer.

*Suggested Procedure:* Frequent absenteeism results in a review of the volunteer's work assignment or term of service.

*Task of Local Programs:* Implement policy. If a policy is in place, provide protocol to state PA MEDI office.

*Materials to be provided by the state PA MEDI office: None*

### 3.98 Harassment [Required]

*Policy:* The SHIP is committed to providing a safe and respectful work environment for all personnel and beneficiaries. No one has to put up with harassment for any reason, at any time. No one has the right to harass anyone else, at the SHIP workplace or in any situation related to SHIP and services. The SHIP treats all complaints of harassment seriously, whether they are made informally or formally. Action is taken on all complaints to ensure that they are resolved quickly, confidentially, and fairly. Corrective action will be taken with anyone who has harassed a person or group of people.

All SHIP supervisors have a responsibility to stop harassment. Everything is done to stop it as soon as it is detected whether or not a complaint has been made. Appropriate corrective action and disciplinary measures are taken where harassment has occurred.

Volunteers report to their staff supervisor immediately if they are made to feel uncomfortable on the job through any behaviors or comments of beneficiaries, staff, or other volunteers.

*Task of Local Programs:* Implement policy. If program already has procedure in place, provide the procedure to state lead staff.

*Materials to be provided by the state PA MEDI office: Documents – Incident Report and Form and Incident Procedures*

### 3.99 Drugs and alcohol [Required]

*Policy:* The SHIP operates a work environment that is free of alcohol and drug use/abuse. This is a zero-tolerance policy. Non-compliance is grounds for immediate dismissal.

The possession or consumption of alcohol or illicit drugs, or the misuse of prescription or "over the counter" drugs is prohibited on SHIP premises or work sites, or in circumstances deemed by the SHIP to present a serious risk to the interests of the SHIP in terms of volunteer, paid staff, beneficiary or public safety, service quality, or the organization's reputation. Volunteers do not use, possess, transfer, distribute, manufacture, or sell alcohol or any illegal drug while on SHIP property, while on duty, or while operating a vehicle on duty or while driving to or from a SHIP worksite.

Volunteers taking legal medication, whether or not prescribed by a licensed medical practitioner, that affects or impairs judgment, coordination or perception so as to adversely affect ability to perform work in a safe and productive manner, notifies their supervisor prior to engaging in SHIP work.

*Rationale:* Volunteers reporting for duty are expected to be able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of alcohol, illicit drugs, non-prescription drugs, or prescribed medications or any other substance.

*Suggested Procedures:* When volunteers report impairments as a result of legal medication, the supervisor determines whether the volunteer can remain at work or whether work restrictions are required. This may include consultation with a medical professional about the individual's ability to perform volunteer work as assigned.

*Task of Local Programs:* Implement policy. If program already has a policy, provide the policy to state lead staff.

*Note:* If a volunteer is dismissed for any of these reasons the state PA MEDI office must be notified immediately.

*Materials to be provided by the state PA MEDI office: None*

### 3.100 Acceptance of gifts [Required]

*Policy:* SHIP volunteers do not accept gifts from beneficiaries, their families, caregivers, or other representatives. Any such offerings are respectfully and tactfully declined, citing, as needed, this policy as the basis for their action.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* Acceptance of personal gifts by SHIP volunteers is prohibited to prevent, and prevent the perception of, exploitation of SHIP beneficiaries and their families and caregivers and to protect both the reputation of the SHIP and its volunteers from accusations of favoritism or personal gain. The work of SHIP volunteers often produces gratitude among beneficiaries. It is understandable that some SHIP clients and those who care for them wish to express their thankfulness through gifts to the people who have been so helpful; however, the SHIP provides services to beneficiaries without compensation.

*Definition:* For this policy, gift is broadly defined to include any payment, distribution, transfer, loan, advance, deposit, gift or other rendering of money, property, services, or anything else of value, whether tangible or intangible. Gifts include but are not limited to material goods, money in any form, valuables, jewelry, wedding gifts, tickets to sporting events and entertainment, and travel. Meals provided during events are not considered gifts for the purposes of this policy.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.101 Acceptance of honoraria [Required]

*Policy:* Honoraria offered to SHIP **volunteers** are respectfully and tactfully declined, citing, as needed, this policy as the basis for their action. Honoraria which is given to the **SHIP** may be accepted by the volunteer on behalf of the SHIP.

*Rationale:* It is not appropriate for SHIP volunteers to benefit materially from their work duties.

*Definition:* SHIP volunteers perform work functions (e.g., speeches, presentations, training, etc.) which may, from time to time, attract honoraria. Exempted from this policy are one-time speaker's gifts that can reasonably be regarded as small or token and where the nominal value received by any one person is under \$15.00.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.102 Reimbursement of expenses [Recommended]

*Policy:* Volunteers may be eligible for reimbursement of reasonable expenses incurred while undertaking volunteer work for the SHIP. Approval is received prior to any major expenditure.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* Volunteers who incur expenses related to volunteering should be offered reimbursement by the SHIP, subject to the prior approval of the SHIP.

*Suggested Procedures:* The Volunteer Coordinator distributes information to all volunteers regarding specific reimbursable items and the process for receiving reimbursement.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy. Please note, if the program intends to implement the policy, provide a list of reimbursable expenses to the state lead staff.

*Materials to be provided by the state PA MEDI office:* Document - Expense Form

### 3.103 Access to SHIP property and materials [Required]

*Policy:* As appropriate, volunteers have access to property of the SHIP and those materials and equipment necessary to fulfill their duties.

Volunteers receive training in the operation of any work-related equipment and have the same responsibilities as paid staff regarding the safe use and maintenance of SHIP equipment and materials.

SHIP property and materials are used only when directly required for the volunteer task.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.104 Relationships with beneficiaries [Required]

*Policy:* Volunteer relationships with beneficiaries have the same boundaries as those between paid staff and beneficiaries. It is appropriate to be friendly, courteous, and caring but it is not appropriate to become friends with beneficiaries, their family members or others connected to the delivery of service. Friendships with beneficiaries can lead to unclear boundaries, inappropriate expectations, the appearance of favoritism or exploitation, and conflicts of interest.

Invitations to SHIP volunteers from beneficiaries to spend personal time together or to engage in other than SHIP business are declined respectfully, citing, as needed, this policy as the basis for their action.

Volunteers treat all beneficiaries with courtesy and respect. Volunteers respect the personal boundaries of beneficiaries and govern their physical behaviors accordingly.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Rationale:* The beneficiaries that are served by the SHIP can be isolated, lonely, and particularly vulnerable to abuse and exploitation. For this reason, it is important that SHIP volunteers take great care in managing their relationships with beneficiaries they meet and serve through their involvement at the SHIP.

Relationships with beneficiaries are of potentially high risk for the beneficiary, the volunteer, and the SHIP. Volunteers, due to the nature of their service, are prone to forming both professional and personal bonds with beneficiaries. Volunteers must keep these relationships within acceptable boundaries, maintaining a climate of care and courtesy but at the same time respecting the privacy of the beneficiary.

*Suggested Procedures:* Volunteers normally do not manage relatives' or friends' complex cases or complaints. If such a request is received by a volunteer from one of her or his relatives, friends or close acquaintances, the volunteer reports this to the Volunteer Coordinator who may assign the case/inquiry to another volunteer or paid staff.

Volunteers who identify needs of beneficiaries outside the boundaries of their own volunteer role (e.g., financial, health care, household assistance, transportation, etc.) bring these needs to the attention of the Volunteer Coordinator for referral to appropriate community services. Volunteers should not try to meet those needs themselves.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.105 Financial transactions with clients **[Required]**

*Policy:* SHIP volunteers do not enter into financial transactions with beneficiaries, their family members or caregivers, either lending or borrowing in either direction.

*Suggested Procedure:* If clients are in immediate financial need, the Volunteer Coordinator is notified, and referral is made to appropriate community services.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.106 Political issues **[Required]**

*Policy:* Volunteers do not engage in political activities, campaigning or lobbying during volunteer hours. While on SHIP duty, volunteers do not:

- publicly express their personal opinions regarding political issues

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- display or distribute political signs or materials either on their person or at work sites
- solicit or accept contributions for political purposes during volunteer hours.

*Rationale:* The SHIP is nonpartisan in its operations and services. Volunteers are responsible for maintaining this nonpartisan stance while performing SHIP duties.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.107 Cultural sensitivity [Required]

*Policy:* Volunteers are trained in the norms of identified consumer groups/cultures. Volunteers demonstrate a respect for the norms and cultures of beneficiaries with whom they work and are sensitive to consumers' beliefs, traditions, and lifestyles.

Because excellent communication is a key to success in most SHIP volunteer roles, volunteers are placed according to their ability to communicate effectively with beneficiaries and participants from diverse populations.

*Rationale:* The level of cultural awareness in SHIP directly affects both the quality of work with individual beneficiaries and the effectiveness of SHIP in working with communities. The SHIP must be, and must be perceived to be, a respectful member of the communities it serves. This requires volunteers to be knowledgeable regarding different cultures and to strive at all times to show respect for these cultures.

*Suggested Procedure:* More in-depth specialized cultural sensitivity training may be provided to specialist volunteers who are designated to work with specific beneficiary populations.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* The state PA MEDI office has established training requirements and supplemental enrichment sessions that are updated and developed as needed to address changes to federal and state policies and procedures. Training will be provided by designated/authorized individuals.

### 3.108 Labor actions [Required]

*Policy:* When a worksite is affected by a labor dispute, the Volunteer Coordinator, in consultation with SHIP management, determines whether it is appropriate for volunteers to continue their duties at the SHIP worksite and/or in alternate settings.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

Where it is determined that volunteers may continue their duties, no pressure or judgment is placed on volunteers who choose not to volunteer for the duration of the dispute.

When volunteers do stay involved during a labor dispute, they undertake only their regularly assigned duties and are not asked to, or of their own initiative, perform any additional duties.

*Rationale:* Some SHIP workplaces are unionized, and from time to time tension may arise in regard to labor relations.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

## Retention and Recognition

### 3.109 Recognition [Required]

*Policy:* The SHIP has a system for recognizing and rewarding the work done by volunteers, both individually and collectively.

*Rationale:* While recognition is not the sole factor in volunteer retention, it is an important one. In fact, for volunteers, recognition is the equivalent of a paycheck. Volunteers deserve appropriate praise and recognition for their work, delivered both formally and informally. A formal volunteer recognition system provides an official means for the SHIP to recognize the contribution of volunteers.

*Suggested Procedures:* This system, including criteria, timing, and process, is explained to all volunteers upon acceptance into service. The recognition system is broadly constructed so as to allow recognition of all forms of volunteer contribution and achievement, not just the quantity of volunteer time donated. Staff and volunteers are consulted to identify those deserving of any special recognition or awards.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Recognition Tips

### 3.110 Informal recognition [Required]

*Policy:* Paid staff and volunteers responsible for volunteer supervision provide recognition of volunteer service on a regular and frequent day-to-day basis.



*Rationale:* Formal volunteer recognition systems are not as powerful as the day-to-day appreciation expressed by a volunteer's co-workers and supervisor. This recognition will shape the experience of a volunteer and can provide a powerful motivating force.

*Definition:* Methods of informal recognition range from simple "Thank You's" to a concerted effort to include volunteers as full participants in decision-making and implementation of volunteer projects and activities.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document - Recognition Tips

### 3.111 Volunteer career paths **[Recommended]**

*Policy:* Volunteers are encouraged to develop their skills while serving with the SHIP.

*Rationale:* Long-term volunteers will often wish to "progress" during their participation, moving to different volunteer roles and sometimes accepting increasing levels of responsibility. Volunteers with this motivation are often extremely valuable because their contribution usually occurs over a long period of time and their performance is commonly exemplary. Investing in these volunteers is a wise practice. Keep in mind that for older volunteers, continuous learning opportunities are a powerful motivator.

*Suggested Procedures:* Upon request, volunteers are assisted, through promotion to new volunteer roles, to assume additional and greater responsibilities.

If so desired by the volunteer, the SHIP assists the volunteer in maintaining appropriate records of volunteer experience that will assist the volunteer in future career opportunities, both paid and volunteer.

*Definition:* Mapping out how volunteers might grow and develop in their SHIP involvement is one kind of career path. Another is moving from volunteering into paid employment.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.112 Feedback on results **[Required]**

*Policy:* Whenever possible, volunteers are provided feedback on the results of their work, including data on volunteer contributions that allow the SHIP to meet its service goals.

*Rationale:* Volunteers do not volunteer simply to fill an empty space on their calendar; they volunteer to make a contribution to their community, to make a difference in someone's life. Accordingly, informing volunteers as to the extent and significance of their contributions is an important means of recognition and can dramatically increase volunteer retention.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Document – Evaluation of Volunteer

### 3.113 Paid staff recognition **[Recommended]**

*Policy:* Recognition systems reward paid staff who work effectively with volunteers, and the Volunteer Coordinator consults with volunteers and paid staff supervisors to identify supervisory personnel deserving of special recognition and awards for successful efforts in support of volunteers.

*Rationale:* One means of encouraging staff to work more effectively with volunteers is to recognize those staff who do a particularly good job involving volunteers.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

## Volunteer/Paid Staff Relationships

### 3.114 Volunteer-paid staff relationships **[Required]**

*Policy:* Volunteers and paid staff are partners in implementing the mission and programs of the SHIP, with each having an equal but complementary role to play. Each partner understands and respects the needs and abilities of the other.

Paid staff do not make unreasonable demands on volunteers or request that volunteers exceed the boundaries of the role description or the limits of their individual capacity.

*Suggested Procedure:* These concepts should be firmly communicated in orientation sessions for new staff and volunteers.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* None

### 3.115 Identifying paid staff responsibility for volunteer management in role descriptions **[Recommended] Policy is Required**

*Policy:* Paid staff who have responsibility for supervising volunteers have this responsibility clearly identified in their role description, including how such responsibility is to be evaluated in their own performance assessment.

*Rationale:* The effectiveness of the volunteer program is dependent upon support and cooperation of every member of the paid staff.

*Suggested Procedure:* When volunteers are supervised by more than one staff member, supervisors coordinate their efforts to provide uniform and consistent practices and procedures.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents - Volunteer Coordinator Role Description

### 3.116 Filling paid staff roles that supervise volunteers **[Recommended]**

*Policy:* Where a paid staff role includes responsibility for working with volunteers, previous experience in working with volunteers is a key consideration in hiring into that role.

*Rationale:* A SHIP can either train its staff in volunteer management or hire new staff based on their previous experience in working with volunteers. Hiring experienced staff is often cheaper and more expedient.

*Suggested Procedure:* This responsibility is clearly identified in role announcements.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.117 Responsibilities of supervisors of volunteers **[Required]**

*Policy:* Staff persons who supervise volunteers provide oversight similar to that provided to paid employees.

*Rationale:* Like all workers, volunteers benefit from supervision.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Suggested Procedures:* Supervisors exercise primary responsibility for developing suitable assignments for volunteers, for involving them in the communication flow of the SHIP, and for providing feedback regarding their work.

Supervisors are familiar with the information and record keeping requirements of volunteer service and assist in maintaining complete and current volunteer records.

*Definition:* Volunteer supervisors are responsible for day-to-day management and guidance of volunteers' work and are available to volunteer for consultation and assistance.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Documents – Evaluation of a Volunteer and Volunteers Rights and Responsibilities

### 3.118 Status of supervisors [Recommended]

*Policy:* Paid staff who supervise volunteers are accorded the same status and privileges as those who supervise paid employees. This includes the ability to participate in training to improve their supervisory and volunteer program management skills.

*Rationale:* Because the role of volunteer supervisor can be as demanding and specialized as that of a supervisor of paid staff, both deserve recognition for their expertise and achievements. This practice sends a clear message to both paid staff and volunteers as to the significance and value placed by the SHIP on effective volunteer supervision.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.119 Acceptance of volunteers by staff [Recommended]

*Policy:* Volunteers are not assigned to work with a paid staff person without the latter's consent.

*Rationale:* Individual paid staff persons are in a better position to determine the requirements of their work and their own managerial abilities. Effective volunteer involvement requires the willing consent and participation of paid staff; volunteers will quickly identify resistance and/or resentment and their performance will decline accordingly.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

*Suggested Procedures:* Since volunteers are a valuable resource in the accomplishment of the SHIP mission, paid staff are encouraged to develop creative ways in which volunteers might be of service to the SHIP and to consult with the Volunteer Coordinator if they need assistance or additional training.

Assignment of volunteers to individual paid staff or projects is at the discretion of the Volunteer Coordinator.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* Documents – Volunteers Right and Responsibilities and Staff Request for Volunteer Assistance

### 3.120 Volunteer management training for members of staff **[Required]**

*Policy:* An orientation to working with volunteers is provided to all paid staff at the SHIP.

*Rationale:* Many staff will have subject-matter expertise other than that required for working with volunteers. All staff members should receive an overall orientation to the volunteer program because volunteers are an essential component of the SHIP.

*Suggested Procedures:* More in-depth in-service training on effective volunteer management is provided to paid staff that work closely with and/or directly supervise SHIP volunteers.

*Task of Local Programs:* Implement policy

*Materials to be provided by the state PA MEDI office:* Volunteer Coordinator Management Resources are located on the PDA LMS under Course Catalog → Volunteer Coordinators → Volunteer Coordinators Resource Hub.

### 3.121 Volunteer involvement in staff evaluation **[Recommended]**

*Policy:* Paid staff that work closely with or supervise volunteers have those functions assessed as part of their performance evaluation. Volunteer input is invited into this process.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

### 3.122 Evaluation of volunteer/paid staff teams **[Recommended]**

*Policy:* Where volunteers and paid staff work together, individuals are evaluated on their own performance as well as on their ability to develop effective working relationships with other team members.

*Task of Local Programs:* Inform the state lead staff whether the program intends to implement the policy

*Materials to be provided by the state PA MEDI office:* None

### Section 4.0: Information Technology

#### 4.1 Information procedures [Required]

*Policy:* The SHIP has in place an information management protocol that outlines procedures to control volunteer access to and use of beneficiary information and the safe operation, transport, and storage of computers used to collect and store program and beneficiary information. The protocol also specifies appropriate and inappropriate use of SHIP computers by volunteers.

All agency issued computers, cell phones and other equipment that are stored or transported from the SHIP main office must have a specific set of protocols in place for protecting confidential information while the devices are in use, in transit, or in storage.

All personal computers and cell phones used by volunteers must also adhere to the protocols protecting confidential information while the devices are in use, in transit, or in storage.

See Recommended Guidelines below for use of agency issued or personal equipment.

*Rationale:* Having an information management protocol ensures the safe handling, transmission, and storage of clients' sensitive personal identifying information and protected personal and health information (see definitions, below). In the course of conducting SHIP work, volunteers may gain access to Medicare numbers, Social Security numbers, birth dates, medical records, and financial information in combination with names, addresses, and telephone numbers and other sensitive information.

*Suggested Procedures:* Volunteers are trained in this protocol, including data collection, entry, transport, protection, and disposal. Reasonable accommodations are made for volunteers with disabilities.

Recommended Guidelines:

Computer:

- Should be password protected
- Should have the timeout function enabled
- Never use an unsecured/public Wi-Fi network, secured networks require a password for internet access
- Periodically clear the cache. This is important if the personal computer is shared with others in the household.
- Use a standardized and most current version of a browser like Chrome, Firefox, etc.
- Ensure the software and security updates are current
- Must have an anti-virus software program like McAfee and Norton

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- Close browser window and log out of websites after EACH beneficiary session
- Do not share usernames and passwords
- Log out of computer when done for the day

### Email:

- Counselors should have an agency issued email or create another email separate from their personal email to be used only for their volunteer work. If not agency issued, the email should be provided to the volunteer's supervisor.
- Counselors should send personal identifiable and personal health information by secure/encrypted email regardless to whom it is sent to

### Video Conferencing:

- Counselors should pay attention to what is in the background when using video conferencing. For example, there should be no personal identifiable information of the volunteer or beneficiaries, no political messaging, etc.

### Cell Phones:

- Consider issuing agency cell phone to counselor or provide tele/video conferencing via Skype, ZOOM, etc.
- Use \*67 to block personal cell phone number
- Consider setting up a free Google Voice app

### Volunteer's Home:

- Should have an area of their home designated for volunteer work. This is especially important if the volunteer shares their household with another person and the volunteer is counseling a beneficiary.
- Should have a locked/secure area to keep beneficiary information confidential, such as completed BCFs, so no one living with or visiting the volunteer has access to the information. If the volunteer does not have a secure place to keep confidential information, they should be supplied with a lock box.

*Task of Local Programs: Implement policy. If a policy is already in place, provide it to the state PA MEDI office.*

*Materials to be provided by the state PA MEDI office: Documents – IT Checklist and Information Management Protocol*

## 4.2 Internet protocol [Required]

*Policy:* The SHIP has a protocol for the use the internet, covering email use, and appropriate access to websites regardless of whether it is agency issued or personal equipment.



## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

The SHIP has in place a protocol and appropriate training for volunteers who use wireless devices, including but not limited to computers and cell phones, to connect to a secure internet while performing SHIP work.

The SHIP has a protocol and appropriate training for volunteers who make use of their personal computers while performing SHIP work.

Rationale: The main reason for having an internet protocol is to ensure the safe electronic transmission of clients' sensitive personal identifying information and protected personal and health information between volunteers, clients, and other SHIP staff. Other reasons for establishing an Internet protocol are to:

- Raise awareness among volunteers and paid staff of their roles in protecting the privacy of SMP/SHIP clients through appropriate use of the Internet.
- Prevent identity theft that can result from information security breaches through the use of spyware and hacking.
- Prevent breaches that could expose the organization to fines for violating state privacy protection laws or to lawsuits for failure to properly safeguard protected information.
- Provide information on the legitimate and ethical use of SHIP electronic messaging systems (email, texting, and instant messaging) and internet access for business and personal use of state resources. This policy applies whether the volunteer is working from home, remotely (such as at an enrollment event) or using virtual technology.

*Task of Local Programs: Implement policy. If a policy is already in place, provide it to the state PA MEDI office.*

*Materials to be provided by the state PA MEDI office: Documents – IT Checklist and Internet Protocol*

### 4.3 Reporting stolen or lost consumer information [Required]

*Policy:* If data is misplaced or stolen, volunteers immediately notify their SHIP supervisor so that appropriate notification can be made to affected beneficiaries and authorities, and future safeguards are instituted as appropriate.

*Rationale:* No matter how diligent volunteers may be there remains a possibility that data will be misplaced or stolen. Common consideration, along with privacy protection and security breach laws, require organizations to promptly notify persons whose protected personal information has been stolen or lost. This enables the affected person to take action as appropriate to mitigate the loss. Another reason to notify affected persons is to rebuild trust through transparency.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide it to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Documents – IT Checklist, Lost or Stolen Information Reporting Form, and Tips for Informing Consumers of Lost or Stolen Personal Information

#### 4.4 SHIP reporting software use [Required]

*Policy:* All of the information security policies related to general computer and internet use also apply to SHIP national data reporting software use.

*Rationale:* ACL requires the SHIP to report performance data into the SHIP national data reporting system. The SHIP data reporting system contains sensitive personal identifying information and protected personal and health information that must be protected.

*Suggested Procedures:* Volunteers who report into the ACL system are given their own user account and do not share these with other SHIP staff or volunteers. When any volunteer with a user account leaves the SHIP, their user account is immediately disabled by the SHIP.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide it to the state PA MEDI office.

*Materials to be provided by the state PA MEDI office:* Document – IT Checklist

#### 4.5 Use of social media by volunteers [Required]

*Policy:* Social media should be used responsibly by volunteers. The same principles and policies that apply to volunteer behavior in any volunteer role also apply to all activities online. Failure to utilize social media appropriately can lead to disciplinary action.

*Rationale:* Ultimately volunteers are responsible for what they post online, not the SHIP. However, irresponsible use of social media by a SHIP volunteer can harm the SHIP they serve. SHIP believes that social media, when used appropriately, can be a powerful tool to increase awareness, support, and sense of community. We believe that a thoughtful approach to online activity (on blogs, social networking, link-sharing, etc.) can enhance the reputation of SHIP and help recruit needed supporters and volunteers.

*Suggested Procedures:* The following guidelines apply to all volunteer use of social media:

- Be transparent. Always identify yourself and your role with SHIP. Remember to state that your views do not represent those of SHIP unless you have obtained specific approval.

## SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT

- Be respectful and considerate of others. Do not post disparaging or defamatory statements about SHIP or other organizations, staff, volunteers, beneficiaries, or other parties.
- Be honest and accurate and avoid spreading rumors based on lack of information.
- Don't reveal confidential information about SHIP or beneficiaries.
- Never discuss online any identifiable details on a current or past case or beneficiary.
- Separate any social media communications related to SHIP from your own personal social media communications. Set up separate accounts for discussions of your SHIP activity and your personal and family social media interactions.
- If you are concerned about the appropriateness of any statement or online activity discuss it first with your supervisor.
- If you see content in social media that reflects poorly on SHIP please report it to your supervisor.

*Task of Local Programs:* Implement policy. If a policy is already in place, provide to the state PA MEDI office

*Materials to be provided by the state PA MEDI office:* Documents – IT Checklist and Tips to Managing Social Media Use by Volunteers.

### Definitions of Terms

#### Harassment

Harassment is any behavior that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (e.g., touching, pushing), comments (e.g., jokes, name-calling), or displays (e.g., posters, cartoons). It may be a single incident or continue over time. Harassment is also a breach of human rights on protected grounds such as race, religion, color, national origin, gender, gender identity, sexual orientation ancestry, mental or physical disability, medical condition, disability, political activity, marital status, or age.

Disrespectful behavior, also known as "personal" harassment, is prohibited at the SHIP. While it also involves unwelcome behavior that demeans or embarrasses someone, the behavior is not based on one of the prohibited grounds named above.

Abuse of authority, also prohibited at the SHIP, occurs when a person uses authority unreasonably to interfere with a person or their work. It includes humiliation, intimidation, threats, and coercion. It does not include normal managerial activities, such as counseling, performance evaluation, and discipline, as long as these are not being done in a discriminatory manner.

#### Human rights

Human rights are considered inherent to all human beings, and generally include the following areas: race, religion, color, national origin, gender, gender identity, sexual orientation ancestry, mental or physical disability, medical condition, disability, political activity, marital status, age, privacy, rights of the accused, freedom of expression, and more.

#### In-kind staff

Employees of other organizations who perform SHIP-connected work as part of their own ongoing paid work responsibilities – often referred to as “in-kind staff” – are not considered SHIP volunteers for the purposes of these policies because they do not work under the control of the SHIP. The hours contributed by these employees may be recorded in the SHIP national data reporting system.

Other community workers who receive stipends for their service (such as VISTA, AmeriCorps, Senior Companions, SCSEP and others) are also considered in-kind staff for the purposes of these policies, not volunteers. The hours and activities of these community workers may be recorded in the SHIP national data reporting system.

### Positions of trust

A position of trust involves access to at least one of:

- beneficiaries or other vulnerable people, such as family members
- personal or confidential information
- money or other valuables

Examples of volunteer roles that are likely to be positions of trust include:

- Call center operator
- Complex interactions specialist
- Counselor
- Exhibitor
- Local coordinator
- Presenter
- Team lead
- Trainer

Any other volunteer roles may also, or from time to time, be considered positions of trust as responsibilities change or where the conditions under which the work is done require it. For example, any volunteer roles in which home visits occur would also qualify as a position of trust. Volunteer roles may also qualify as positions of trust due to the nature of the client.

Positions of trust are subject to significantly more rigorous screening inquiries.

### Social media

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with SHIP, as well as any other form of electronic communication.

### Volunteer

A "volunteer" is anyone who, without coercion or compensation or expectation of compensation beyond reimbursement of reasonable and previously approved expenses incurred in the course of his or her volunteer duties, performs a task at the direction of and on behalf of the SHIP.

A "volunteer" is one who is officially accepted and enrolled by the SHIP prior to performance of any task.

## **SHIP VOLUNTEER RISK AND PROGRAM MANAGEMENT**

Unless specifically stated, volunteers are not considered “employees” of the SHIP.

Employees of other organizations who perform “in-kind” SHIP work are not considered volunteers under these policies.

ATTACHMENT F – PA MEDI RISK ASSESSMENT

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# APPENDIX A

## PA MEDI RISK ASSESSMENT – SAMPLE

### Risk Assessment: Spreadsheet for Rating Risks

**Instructions**  
Use the following tabs to rate risks related to:  
**1) People, 2) Management Systems, and 3) Volunteers' Work Environments**

**All Sections**  
Rate the chance or likelihood of the risk happening from 1 to 5, with one as a low likelihood and 5 as high likelihood. Next, rate the degree or magnitude of harm from 1 to 5, with one as low magnitude and 5 as high magnitude. Prioritize the risks starting with those that are highly likely to occur and have a high degree of harm.  
**Tip:** If you plan to work from paper copies, print multiple copies of each table to accommodate more than three identified risks per topic.

**Section 1 – Risks Associated with People**  
Identify and assess risks connected with volunteer roles and activities. Are there additional risks arising from any role that should be addressed? For example, consider each volunteer’s skills and attitude/maturity. Consider any changes in responsibilities and working conditions that may give rise to new or increased risk. Identify and assess risks connected with the program’s clients in their interactions with program volunteers.

**Section 2 – Risks Associated with Management Systems**  
Identify and assess risks connected with volunteer qualification procedures (e.g., screening, orientation), volunteer performance management and evaluation procedures and practice (e.g., annual performance reviews, discipline), and volunteer program management processes and activities (e.g., supervision, support, etc.).

**Section 3 - Risks Associated with the Volunteers’ Work Environment**  
Identify and assess the risks connected with the places where volunteers perform their duties such as presentation sites, work stations, and meeting places. These risks may involve dangerous conditions in the physical location, the security of sensitive information and data, computer and other equipment use, etc.

Section 1: Risks Associated with People				
Describe the Risk	Likelihood of Occurrence	Degree of Harm, Impact	Risk Controls already in place?	Describe the additional steps you will or have taken to control/mitigate the risk
<b>PA MEDI Volunteers: Roles and Activities</b>				
[REQUIRED] Limited number of volunteers				
[REQUIRED] Reaching capacity before Annual Open Enrollment Period ends				
[RFQ/IRFD] Volunteer sharing incorrect information with beneficiary				
[RFQ/IRFD] Online data breach/online confidentiality breach of beneficiary personal information				
<b>Clients and Beneficiaries</b>				
[REQUIRED] Dissatisfied/belligerent beneficiary				



## APPENDIX A – Cont’d

### PA MEDI RISK ASSESSMENT – SAMPLE

Section 2: Risks Associated with Management Systems				
Describe the Risk	Likelihood of Occurrence	Degree of Harm, Impact	Risk Controls already in place?	Describe the additional steps you will or have taken to control/mitigate the risk
[REQUIRED] Phone calls being not routed to PA MEDI team				
[REQUIRED] Volunteer also an insurance agent (conflict of interest)				

Section 3: Risks Associated with the Volunteer's Work Environment				
Describe the Risk	Likelihood of Occurrence	Degree of Harm, Impact	Risk Controls already in place?	Describe the additional steps you will or have taken to control/mitigate the risk
[REQUIRED] Interruption with technology and phone access when volunteering				
[REQUIRED] Inclement weather or power outage				
[REQUIRED] Security of beneficiary hard copy files (In transit, at a remote counseling location, at a volunteer's home, AAA office)				
[REQUIRED] Accessibility of the building for those with disabilities and/or ambulatory concerns				

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ATTACHMENT G – PA MEDI SPENDING PLAN

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## APPENDIX B

### PA MEDI SPENDING PLAN/JUSTIFICATION – SAMPLE

**Spending Plan/Justification -- Sample Template**

The Budget Narratives/Justifications should fully explain and justify the costs in each of the major budget items for each of the categories, as described below. The spending plan categories should include the following:

- Personnel (key staff, titles, time commitments, must show percentage charged for each full/part time employee)
- Fringe benefits (must show percentage charged for each full/part time employee)
- Travel (estimated number of trips, number of travelers, destinations, purpose, length of stay per diem and transportation costs)
- Equipment
- Supplies
- Contractual (newspaper ads, radio ads, staff, translation of written documents, and/or production of outreach materials) Provide the following three items – 1) Attach a list of contractors indicating the name of the organization; 2) the purpose of the contract; and 3) the estimated dollar amount
- Other (postage, space and equipment rentals/lease)
- Totals

**AGENCY NAME:**

**COORDINATOR:**

Category	SHIP/Base Grant	MIPPA	Justification
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Other			
<b>TOTAL</b>			

ATTACHMENT H – PA MEDI WORK PLAN

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# APPENDIX C

## WORK PLAN – SAMPLE

### WORK PLAN - - SAMPLE TEMPLATE

Instructions: The Work Plan should reflect and be consistent with the Spending Plan and should cover the entire state fiscal year. Please include key activities and the major tasks / action steps. For each major task / action step, the work plan should identify timeframes involved (by marking **X** in the corresponding months and entering the name of the lead person responsible for completing the task.

AGENCY NAME: \_\_\_\_\_

COORDINATOR NAME: \_\_\_\_\_

Key Tasks	Lead Person	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
Prepare Budget													
Attend Senior Expo/Health Fairs													
Attend Legislative Events													
Conduct Medicare 101 Presentations													
Purchase Print Ads													
Conduct Outreach with Community Partners													
Meet with ADRC Counterparts													
Volunteer Recruitment													
Volunteer Recognition													
AOEP Event Planning													
Training													
Assess equipment and supply needs													

ATTACHMENT I – PA MEDI CONTINGENCY PLAN

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# APPENDIX E

## PA MEDI CONTINGENCY PLAN – SAMPLE

### Purpose:

Each AAA is responsible for the continued delivery of PA MEDI and MIPPA services. To prevent a disruption in service, the department will require AAAs to submit a contingency plan at least once a year documenting the preservation of PA MEDI operations and duties in the event of leave (vacation, extended or medical leave), agency closings, reaching counseling capacity etc.

### Instructions:

Please fill out each section below. Review the contingency plan with the identified back-up person and the back-up person(s) responsible for carrying out PA MEDI duties, to ensure they have the necessary training and fully understand their role. Providing a copy of the Local Coordinator Manual, the SHIP Tracking And Reporting System (STARS) Manual and the Volunteer Risk and Program Management (VRPM) Policy Manual as a resource for more detailed explanations is highly recommended.

### General Information

County of PA MEDI Program:	
Name and contact information of PA MEDI Local Coordinator:	
Name and contact information of AAA supervisor:	
Name of back-up person/coordinator: <b>*The back-up person cannot be the same as the PA MEDI Local Coordinator listed above.</b>	

- Please check here to confirm back-up person has been notified of this role.

### Annual Open Enrollment Period (AOEP)

October 15 to December 7

<b>Please explain your plan if your program becomes fully booked before AOEP is over.</b>
<b>Please explain your plan if the coordinator is unexpectedly absent during AOEP. (Who is responsible, what are they responsible for, and are they aware of how to manage those responsibilities?)</b>

ATTACHMENT J – PA MEDI BUDGET FORM

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PROVIDER:  
PROVIDER ADDRESS:

PROGRAM/SERVICE: APPRISE

Proposed  
Annual Budget FY2019-2020

County Use Only  
Analysis/Comments

EXPENSES:

**PERSONNEL:**

SALARIES  
 SOC. SEC.  
 RETIREMENT  
 MEDICAL INS.  
 WORK. COMP.  
 UNEMPLY. INS.  
 OTHER BENEFITS

**TOTAL PERSONNEL**

---

\$ - \$ -

**OPERATING:**

BUILDING & FACILITY COST  
 RENT-EQUIPMENT & OTHERS  
 UTILITIES  
 INSURANCE  
 JANITORIAL  
 COMMUNICATION (Telephone, Postage, Internet Access, etc.)  
 OFFICE/ADMINISTRATIVE SUPPLIES  
 PROGRAM SUPPLIES  
 STAFF DEVELOPMENT  
 OTHER OPERATING EXPENSES

**TOTAL OPERATING EXPENSES**

---

\$ - \$ -

**FIXED ASSETS:**

OFFICE EQUIPMENT - PURCHASE

**TOTAL FIXED ASSETS EXPENSES**

\$ - \$ -

**ADMINISTRATION:**

**TOTAL ADMIN/SUPPORT SERVICES**

---

Percentage of Total Expenses

TOTAL EXPENSES \$ -

PROVIDER:  
PROGRAM/SERVICE: APPRISE

Proposed  
Annual Budget

County Use Only

**REVENUE:**

Analysis/Comments

AAA INCOME  
PROGRAM FEES  
INTEREST INCOME  
GRANTS (OTHER THAN AAA)  
CHARITIES/DONATIONS  
OTHER INCOME (SPECIFY)

TOTAL REVENUE \$ - \$ -

TOTAL REVENUE MINUS TOTAL EXPENSES \$ - \$ -

Approved by: \_\_\_\_\_  
AAA \_\_\_\_\_ Date



Total	\$0.00

ATTACHMENT K – WORKER PROTECTION AND INVESTMENT  
CERTIFICATION FORM BOP-2201

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**WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM**

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

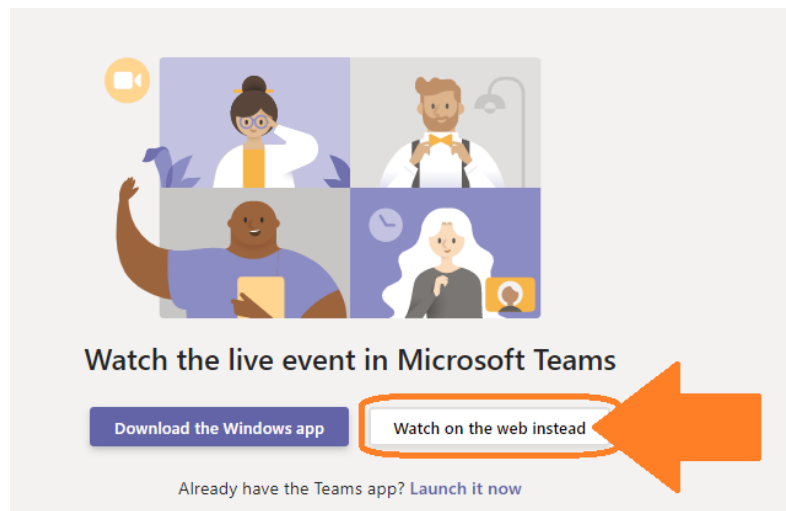
ATTACHMENT L – HOW TO JOIN AND PARTICIPATE IN A MICROSOFT  
TEAMS MEETING

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**Teams works best in Edge or Chrome. It does not work in Internet Explorer.**

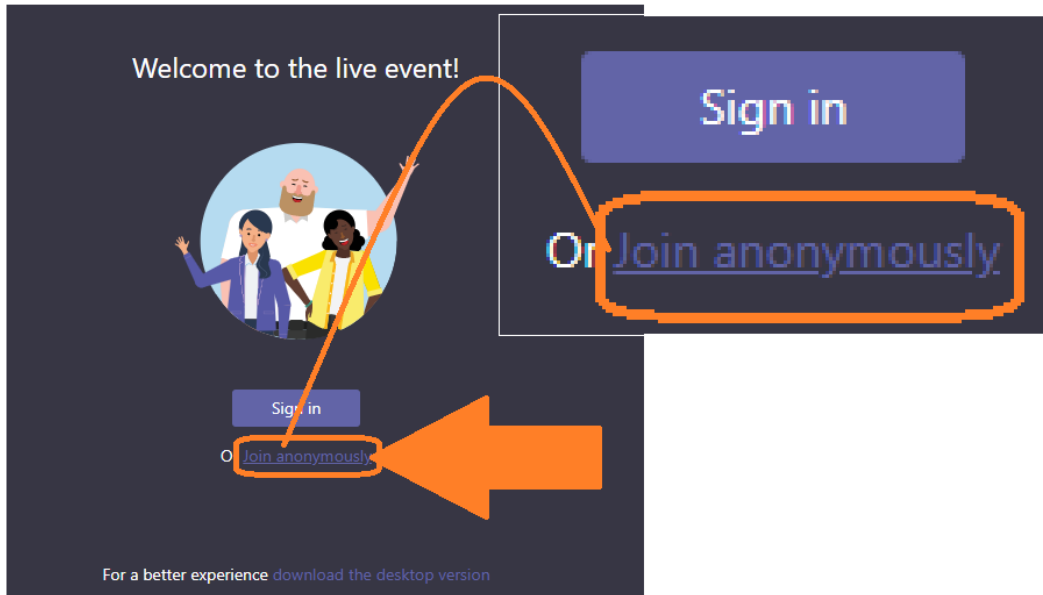
## The Meeting

- Step # 1. Go to the Purchasing ITB and RFP page on the County website at <https://www.countyofberks.com/departments/purchasing/itb-rfp>
- Step # 2. The Teams Live Event links for the Pre-Bid/Pre-Proposal, as well as the Bid/Proposal Opening will be posted with each specific Invitation to Bid (ITB) and Request for Proposal (RFP).
- Step # 3. Click on the meeting link associated with the ITB or RFP you are interested in for the appropriate event.
- Step # 4. Click Watch on the web instead.



- Step # 5. You will be prompted to download the Teams app, Open in web browser (Edge or Chrome) or Launch the Teams app if you already have it. You can select Join on the web instead and join as a guest. If you have used Teams in the past, launch the app and use a verified account.





## ATTACHMENT E - INSTRUCTIONS TO JOIN AND PARTICIPATE IN A MICROSOFT TEAMS MEETING

- Step # 6. You will join the meeting in the “Lobby” until you are admitted by County staff.
- Step # 7. All Public participants join the meeting muted with cameras off. County staff will change your participation status at which point you can control your camera and microphone.
- Step # 8. Please add your name and company name to the Chat when you are admitted to the meeting. (This is only required for pre-bid/pre-proposal events.)
- Step # 9. You can use the Chat, “Raise Your Hand” feature or unmute and ask your questions real-time. Please keep your questions germane to the ITB/RFP being reviewed.
- Step # 10. Close the application or web browser window to leave the meeting.

End of process