



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE PERSONAL CARE SERVICES, LEVEL I/HOUSEKEEPING & LEVEL II, FOR THE DEPARTMENT OF SENIOR SERVICES

RFP # 2024-002VF

January 5, 2024

**Angela Marinucci, Commissioner
Erie County Department of Senior Services
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 2024-002VF

**TO PROVIDE PERSONAL CARE SERVICES, LEVEL I/HOUSEKEEPING &
LEVEL II, FOR THE DEPARTMENT OF SENIOR SERVICES**

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified vendors interested in providing Personal Care Services levels I/housekeeping and II to clients of the Department of Senior Services Case Management program. The Department strives to provide efficient social model Home Care services covering the expanse of the County of Erie. As the demand for services increases, we are seeking multiple providers able to service our clients at a competitive rate. Proposers interested in providing services to the Department are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. It is anticipated that multiple vendors will be selected to provide the requested services. The County will order services from selected vendors based on service availability and price (See Appendix B).

The County reserves the right to amend this RFP. The County reserves the right to reject any or all proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purposes only. The County reserves the right to amend this schedule at any time.

Issue RFP: January 5, 2024

Pre-Proposal online meeting: Tuesday, January 16th, 2024, **2 p.m. – 4 p.m.**

Join from the meeting link

<https://erie.webex.com/erie/j.php?MTID=m8cdd391b22ca899a4e75b1eb51253f6a>

Join by meeting number

Meeting number (access code): 2497 211 9530

Meeting password: GjRXSMXY785

Tap to join from a mobile device (attendees only)

[+1716-858-2250,,24972119530##](tel:+1716-858-2250,,24972119530##) United States Toll (Buffalo)

[+1-415-655-0003,,24972119530##](tel:+1-415-655-0003,,24972119530##) United States Toll

Join by phone

+1 716-858-2250 United States Toll (Buffalo)

+1-415-655-0003 United States Toll

[Global call-in numbers](#)

Join from a video system or application

Dial [24972119530@webex.com](tel:24972119530@webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Proposals Due: Friday, February 2nd, 2024, **by 4 p.m. EST**

Selection Made: Approximately March 1st, 2024

Contract Signed: Following all necessary County approvals

Requests for clarification of this RFP must be written and submitted to Commissioner Angela Marinucci at angela.marinucci@erie.gov or Erin Mahoney at erin.mahoney@erie.gov. Questions may be submitted up until **4:00 p.m. EST on Friday, January 19, 2024**. Formal written responses will be distributed by the County on approximately January 23, 2024, and will be made

available at <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposals shall be limited to ten (10) pages.
2. Cost proposals **MUST BE SUBMITTED SEPERATELY** from proposal in a sealed envelope **and** as an individual electronic document.
3. One (1) original proposal must be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected. One (1) copy of the proposal shall be submitted electronically to Angela.Marinucci@erie.gov and Erin.Mahoney@erie.gov .
4. Submission of the proposals shall be directed to:

Commissioner Angela Marinucci
Erie County Department of Senior Services, Room 1344
95 Franklin Street
Buffalo, NY 14202

All proposals must be delivered to the above office on or before Friday, February 2, 2024 at 4:00 p.m. EST. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. Service Disabled Veteran Owned Business (SDVOB) or "State-Certified Business" proposers should include the New York State certification letter with the proposal.
9. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

10. By submitting this proposal, the proposer understands and agrees there must be compliance with federal, state, and local laws with regard to privacy practices and safeguards. Therefore, the proposal must include the proposer's privacy practices and procedures, i.e., client confidentiality policy. The proposer's practices and procedures must thoroughly address possible breach situations.

All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name "PROVIDE PERSONAL CARE SERVICES, LEVEL I/HOUSEKEEPING & LEVEL II, FOR THE DEPARTMENT OF SENIOR SERVICES, RFP # 2024-002VF" and Cost Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Background:

The Erie County Department of Senior Services provides in-home Personal Care Assistance (PCA I/Housekeeping and PCA II). Typical PCA I/ Housekeeping clients served by the Department require 3-6 hours of service per week, while clients needing assistance with PCA II generally require 4-9 hours of service per week. The Department struggles to find aides for clients in all regions of the county but has a particularly difficult time providing aide service to clients outside the urban area of Buffalo. The Department is working to increase the number of clients served, thereby improving the quality of life for older adults in Erie County.

The Department is requesting Proposals in two (2) categories.

1. PCA service level I/Housekeeping **and/or**
2. PCA level II

***Proposals may be submitted for PCA level I/Housekeeping and/or PCA level II.**

Level of Service Definitions:

Personal Care Level I/Housekeeping:

Services include some or total assistance with only the following tasks on behalf of or to assist a client:

- (1) making and changing beds;
- (2) dusting and vacuuming the rooms which the client uses;
- (3) light cleaning of the kitchen, bedroom and bathroom;
- (4) dishwashing;
- (5) listing needed supplies;
- (6) shopping for the client if no other arrangements are possible;
- (7) the client's laundering- including necessary ironing and mending;
- (8) meal preparation, including simple modified diets;
- (9) payment of bills and other essential errands; and
- (10) escort to appointments and community activities may also be included under EISEP.

Personal Care Level II services include:

- (1) some or total assistance with the tasks listed in Personal Care Level I (above) of this section;
and
- (2) some or total assistance with:
 - (i) bathing of client in the bed, tub or shower;
 - (ii) dressing;
 - (iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth;
 - (iv) toileting, including assisting the client on and off the bedpan, commode or toilet;
 - (v) walking, beyond that provided by durable medical equipment, within and outside the home;
 - (vi) transferring from bed to chair or wheelchair;
 - (vii) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt, and low residue diets;
 - (viii) routine skin care, addressing concerns (bruising, skin breakdown etc.) with supervision;
 - (ix) using medical supplies and equipment such as walkers, wheelchairs, and Hoyer lifts; and
 - (x) changing simple dressings.

Successful Proposal(s):

The Department is interested in increasing the number of clients currently served. The preferred solution(s) will provide an increased number of aides and agencies who can provide in-home services to the Department's clients. **The successful proposal(s) will provide an innovative plan by which Erie County clients will be served and the pay rate at which aides assigned to The Department's clients will be paid. (See Appendix D)**

*Price Proposals do not need to adhere to Medicaid rate guidelines.

A. Categorical requirements

1. The successful proposal(s) in PCA I/Housekeeping:
 - a. Provide a plan with an identified ability of clients to be served in all of Erie County (See Appendix C) including a price per hour required to maintain staff to achieve stated ability. (See Appendix D)
2. The successful proposal(s) in PCA II:
 - a. Provide a plan with an identified ability of clients to be served in all of Erie County (See Appendix C) including a price per hour required to maintain staff to achieve stated ability (See Appendix D)

B. All proposal requirements

- a. Proposals must include a **detailed** agency staffing plan showing adequate staff to achieve the stated ability of clients able to be served.
- b. To the extent feasible, the same worker should be assigned to a client whenever possible. The proposal shall also have/provide a back-up system for worker substitution when the regular worker is not available.
- c. An in-home services worker shall be able to read and write; understand and carry out directions and instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving.
- d. The proposer shall ensure that in-home services workers perform tasks as specified in a client's care plan and service schedule.
- e. Requirements for criminal background checks.
 - i. A proposer that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with State Department of Health requirements for a criminal history check to the extent required by 10 NYCRR Part 402.

- ii. Proposers providing in-home services, other than licensed home care services agencies or certified home health agencies, shall complete a criminal history check on all in-home services workers and applicants.
- f. Each in-home services worker shall receive an annual assessment of his or her performance. The Proposer shall have liability or other insurance coverage in an amount sufficient to protect the County from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency personnel. The Proposer shall maintain such insurance coverage while its contract with the County is in effect.
- g. Each person providing Personal Care/Housekeeping services shall:
 - i. Be instructed, prior to delivering any in-home services, on how to work with the elderly;
 - ii. Receive an orientation, prior to delivering any in-home services to:
 - 1. the housekeeping tasks which the worker may perform;
 - 2. the policies and procedures of the provider agency; and
 - 3. the rights of clients as set forth in section 6654.16(ai) of the New York State Office for the Aging EISEP program, see Appendix A
 - iii. Receive on-the-job training as needed to instruct the worker in a particular skill or technique or to assist in resolving problems in individual care situations.
- h. Each person performing Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR section 505.14(e)(1)-(4) and (7); or meets the training requirements as described in 10 NYCRR section 700.2(b)(14)(i) or (ii).
- i. Proposers are required to conduct their first supervisory visit in the home of each client they have an in-home worker regularly assigned to, within five working days of the first time the in-home worker provides services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:

- i. Demonstration and instruction to the worker and the client concerning specific tasks to be performed;
 - ii. Orientation to the client and worker; and
 - iii. Clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;
- j. Proposers shall ensure that their in home workers receive regular supervision by the designated supervisor in each client's home at least every six months during which the supervisor shall:
 - i. Evaluate the skills and performance of the in-home services worker;
 - ii. Provide to the in-home services worker information, consultation, instruction, and demonstration as needed;
 - iii. Determine the extent to which client needs are appropriately and adequately being met;
 - iv. Follow up with the client's case manager to report the findings of the supervisory visit; and
 - v. Provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided;
- k. The Proposer providing the services shall maintain a case record for each client receiving in-home services containing:
 - i. Current and past care plan summaries;
 - ii. A copy of the current and past authorizations for service;
 - iii. A list of names and dates of workers who provide the in-home services;
 - iv. Dated verifications of service provision, signed by the client or his or her authorized representative;
 - v. Accident or incident reports(may maintain in a separate log);
 - vi. On-going narrative notes of a substantive nature that include but are not limited to:
 - 1. observations
 - 2. problems

- 3. plans of action
 - 4. records of telephone contacts and
 - 5. records of in-home supervisory visits;
 - vii. Updated in a timely manner; and
 - viii. Maintained for six years from the end of the State fiscal year in which the client last received services.
1. The successful proposer will be required to receive, send, and transmit client data via the Department's Secure Client Data System, PeerPlace (but can change with NYSOFA directive).
 - i. Service units will be reported/entered by provider staff
 - ii. Provider will list staff that will be tasked with entering these units.
 - m. Proposer services must be billed to the Department of Senior Services **monthly, to be received no later than the 10th of the following month.**
 - n. Must demonstrate experience in providing similar services and provide names and contact information for representatives of other organizations for whom this type of service has been provided.
 - o. Must include proposer's privacy practices and procedures i.e., client confidentiality policy.
 - p. Proposals that include innovative and partnering solutions to address system challenges are encouraged.

C. PCA I/Housekeeping and PCA II proposals:

- a. Each in-home services worker shall:
 - i. Have or be designated a supervisor who shall:
 1. be a registered professional nurse who is licensed and currently certified to practice as a registered professional nurse in New York State, meets the health requirements specified in subdivision (l) of this section and either has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience, **OR** acts under the direction of a

registered professional nurse who has at least two years satisfactory recent home health care experience **OR** has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience; **OR** possess a bachelor's degree with a major in social work, psychology, counseling or related field and one year of experience in the health or social services field; or have five years of related experience. **Please include resume of the supervisor(s) with proposal.**

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;

- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services, including detailed agency staffing plan. (See Appendix C)
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.

- Provider’s organizational chart.
- Evaluation of the proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the initial contract shall be from April 1, 2024, and terminating March 31, 2027. At the sole discretion of the County, the term of the agreement(s) may be extended beyond its initial term for up to two (2) additional one (1)-year periods at prices and conditions agreed upon by the County and agency.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Agency agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Agency or third parties under the direction or control of the Consultant; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Agency are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Agency hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Agency agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Agency agrees to indemnify and hold harmless the County for all damages, liabilities, losses, and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Agency agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Agency in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall become and remain the property of the County. The Agency may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

Appendix A

9 CRR-NY 6654.17NY-CRR

OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK

TITLE 9. EXECUTIVE DEPARTMENT

SUBTITLE Y. NEW YORK STATE OFFICE FOR THE AGING

CHAPTER II. OLDER AMERICANS, COMMUNITY SERVICES, AND EXPANDED IN-HOME SERVICES FOR
THE ELDERLY PROGRAMS

PART 6654. SERVICES

9 CRR-NY 6654.17

9 CRR-NY 6654.17

6654.17 EISEP in-home services.

- (a) For purposes of this section the words “client” and “consumer” are interchangeable except where noted otherwise.
- (b) Each area agency receiving EISEP service funds shall ensure provision of both Personal Care Level I (may appear as housekeeping/chore in other sections of the regulations) and Personal Care Level II (may appear as homemaking/personal care in other sections of the regulations) services as needed by EISEP participants as determined in compliance with the assessment procedures prescribed in section 6654.16 of this Part.
- (c) An in-home service provided as a respite service as described in section 6654.18 of this Part shall be so documented in the client case record.
- (d) An in-home services agency or area agency directly providing the services shall have and ensure that all in-home services workers are familiar with written procedures for responding to emergency situations.
- (e) Some and total assistance as referenced in subdivisions (f) and (g) of this section is defined as follows:
- (1) *some assistance* means that a task or function is performed and completed by the client with assistance from another individual; and
- (2) *total assistance* means that a task or function is performed and completed for the client.
- (f) Personal Care Level I services include some or total assistance with only the following tasks on behalf of or to assist a client:
- (1) making and changing beds;
 - (2) dusting and vacuuming the rooms which the client uses;
 - (3) light cleaning of the kitchen, bedroom and bathroom;
 - (4) dishwashing;
 - (5) listing needed supplies;
 - (6) shopping for the client if no other arrangements are possible;
 - (7) the client's laundering including necessary ironing and mending;
 - (8) meal preparation, including simple modified diets;
 - (9) payment of bills and other essential errands; and
 - (10) escort to appointments and community activities may also be included under EISEP.
- (g) Personal Care Level II services include only:
- (1) some or total assistance with the tasks listed in subdivision (f) of this section; and
 - (2) some or total assistance with:
 - (i) bathing of client in the bed, tub or shower;
 - (ii) dressing;
 - (iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth;

- (iv) toileting, including assisting the client on and off the bedpan, commode or toilet;
- (v) walking, beyond that provided by durable medical equipment, within and outside the home;
- (vi) transferring from bed to chair or wheelchair;
- (vii) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets;
- (viii) feeding;
- (ix) administration of medication by the client, including prompting client of time, identifying the medication for the client, bringing the medication and any necessary supplies or equipment to the client, opening the container for the client, positioning the client for medication and administration, disposing of used supplies and materials and storing the medication properly;
- (x) routine skin care;
- (xi) using medical supplies and equipment such as walkers and wheelchairs; and
- (xii) changing simple dressings.

(h) To the extent feasible, the same worker should be assigned to a client whenever possible. An in-home services agency or area agency directly providing the services shall have a back-up system for worker substitution when the regular worker is not available. Under consumer directed in-home services, the consumer or consumer representative shall have a backup system for worker substitution when the regular worker is not available.

(i) Except under consumer directed in-home services, an in-home services worker shall be able to read and write; understand and carry out directions and instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving. Under consumer directed in-home services, the consumer or the consumer representative shall determine the abilities they will require the in-home services worker to possess.

(j) An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative shall ensure that in-home services workers perform tasks as specified in a client's care plan and service schedule.

(k) Requirements for criminal background checks.

(1) An in-home services agency that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with SDOH requirements for a criminal history check to the extent required by 10 NYCRR Part 402.

(2) Agencies providing in-home services other than licensed home care services agencies or certified home health agencies, including area agencies directly providing in-home services, shall complete a criminal history check on all in-home services workers and applicants.

(3) Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check.

(l) An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative in conjunction with the fiscal intermediary shall comply with SDOH health requirements for in-home services workers pursuant to 10 NYCRR section 766.11(c) and (d) or any successor regulation.

(m) Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness except under consumer directed in-home services no such assessment is required.

(n) The in-home services agency or area agency directly providing the services shall have liability or other insurance coverage in an amount sufficient to protect the area agency from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency or area agency personnel. An area agency on

aging sponsored by a county or other unit of general purpose local government may satisfy the insurance coverage requirement through self-insurance. The in-home services agency shall maintain such insurance coverage while its contract with the area agency is in effect and the area agency directly providing the services shall maintain such coverage while it is providing the services.

(o) Except under consumer directed in-home services, each person providing Personal Care Level I services shall:

- (1) be instructed, prior to delivering any in-home services, on how to work with the elderly;
- (2) receive an orientation, prior to delivering any in-home services to:
 - (i) the housekeeping/chore tasks which the worker may perform;
 - (ii) the policies and procedures of the provider agency; and
 - (iii) the rights of clients as set forth in section 6654.16(ai) of this Part;
- (3) receive on-the-job training as needed to instruct the Personal Care Level I worker in a particular skill or technique or to assist in resolving problems in individual care situations.

(p) Except under consumer directed in-home services, each person performing Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR section 505.14(e)(1)-(4) and (7); or meets the training requirements as described in 10 NYCRR section 700.2(b)(14)(i) or (ii).

(q) Under consumer directed in-home services, responsibilities for training, which includes orientation and instruction, are as follows:

- (1) the consumer or consumer representative is responsible for determining the need for, and providing and/or arranging for any training of the in-home services worker pertaining to the performance of tasks in the consumer's care plan;
- (2) the fiscal intermediary is responsible for training the consumer or the consumer representative and the in-home services worker on the following:
 - (i) the roles and responsibilities of the fiscal intermediary; and
 - (ii) the respective roles and responsibilities of the consumer or the consumer representative and the in-home services worker as they relate to the roles and responsibilities of the fiscal intermediary.

(r) At the request of the consumer or consumer representative additional training may be provided. If such training is available, the case manager or fiscal intermediary as designated by the area agency will inform the consumer or consumer representative what additional training is available to the consumer or consumer representative and the in-home services worker, and the entity(ies) responsible for providing it.

(s) Except under consumer directed in-home services, each in-home services worker shall:

- (1) have or be designated a supervisor who shall:
 - (i) be a registered professional nurse who is licensed and currently certified to practice as a registered professional nurse in New York State, meets the health requirements specified in subdivision (l) of this section and either has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience, or acts under the direction of a registered professional nurse who has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience; or possess a bachelors degree with a major in social work, psychology, counseling or related field and one year of experience in the health or social services field; or have five years of related experience; and
 - (ii) have received an orientation from the area agency on EISEP's design, objectives, local administration, standards, policies and procedures;

(2) receive the first supervisory visit in the home of each client to whom he or she is regularly assigned within five working days of the first time he or she is to provide services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:

- (i) demonstration and instruction to the worker and the client concerning specific tasks to be performed;
- (ii) orientation to the client and worker; and
- (iii) clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;

(3) receive regular supervision by the designated supervisor in each client's home at least every six months during which the supervisor shall:

- (i) evaluate the skills and performance of the in-home services worker;
 - (ii) provide to the in-home services worker information, consultation, instruction, and demonstration as needed;
 - (iii) determine the extent to which client needs are appropriately and adequately being met;
 - (iv) follow up, as specified by the case management agency, with the client's case manager to report the findings of the supervisory visit; and
 - (v) provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided;
- (4) receive administrative supervision on a regular basis.

(t) Under consumer directed in-home services, the consumer or consumer representative shall supervise the in-home services worker.

(1) Supervision shall include, but is not limited to, assuring that each in-home services worker competently and safely performs services that are within the worker's scope of services and that are included in the consumer's care plan.

(u) Records of an in-home services agency, area agency directly providing the services or the fiscal intermediary under consumer directed in-home services are subject to review only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, the office, other authorized staff, and authorized program or fiscal monitoring agents.

(v) An in-home services agency or area agency directly providing the services shall maintain a case record for each client receiving in-home services:

(1) containing:

- (i) current and past care plan summaries;
- (ii) a copy of the current and past authorizations for service;
- (iii) a list of names and dates of workers who provide the in-home services;
- (iv) dated verifications of service provision, signed by the client or his or her authorized representative;
- (v) accident or incident reports;
- (vi) on-going narrative notes of a substantive nature that include but are not limited to:
 - (a) observations;
 - (b) problems;
 - (c) plans of action;
 - (d) records of telephone contacts; and
 - (e) records of in-home supervisory visits;
- (2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the client last received services.

(w) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each consumer receiving in-home services for whom it serves as the fiscal intermediary:

- (1) containing at a minimum:
 - (i) consumer or consumer representative contact information;
 - (ii) current and past authorization for services, during the fiscal intermediary's tenure;
 - (iii) name and other pertinent information of the consumer representative, if applicable;
 - (iv) name(s) and contact information of in-home services worker(s);
 - (v) name and contact information of back-up in-home services worker(s);
 - (vi) a log of contacts between the fiscal intermediary and the case manager and between the fiscal intermediary and the consumer or consumer representative that includes date, who contact was with, summary of contact and follow up;
 - (vii) documentation of training provided by the fiscal intermediary to the consumer or consumer representative; and
 - (viii) copies of any consumer specific reports requested by the area agency, case manager, consumer or consumer representative;
- (2) updated in a timely manner; and
- (3) maintained for six years from the end of the State fiscal year in which the consumer last received services.
- (x) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each in-home services worker:
 - (1) containing at a minimum:
 - (i) enrollment form(s) for an in-home services worker;
 - (ii) contact information;
 - (iii) documentation of meeting eligibility requirements to be an in-home services worker as referenced in section 6654.15(d)(7) of this Part;
 - (iv) documentation of compliance with subdivision (l) of this section;
 - (v) documentation of compliance with subdivision (k) of this section, if applicable;
 - (vi) copies of any agreements signed by the in-home services worker;
 - (vii) required payroll and other benefits documents;
 - (viii) copy of time sheets or electronic time keeping records;
 - (ix) documentation of any training requests to the fiscal intermediary by the consumer or consumer representative for the in-home services worker; and
 - (x) a log of contacts between the fiscal intermediary and the in-home services worker that includes date, who contact was with, summary of contact and follow up;
 - (2) updated in a timely manner; and
 - (3) maintained for six years from the end of the State fiscal year in which the consumer last received services.
- (y) An in-home services agency or area agency directly providing the services shall maintain a personnel record for each in-home services worker containing evidence of compliance with this section. No reimbursement shall be available for services provided by individuals who are not trained and supervised in accordance with this section.

9 CRR-NY 6654.17

Current through July 31, 2021

END OF DOCUMENT

Appendix B

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES Bidding Process and Home Care Communications

Policy and Procedure

Philosophy:

Clients are best served if there are clear and concise lines of communication between the Home Care Agencies and the Department of Senior Services. Erie County clients will be served by the agencies who are contracted with Senior Services and have the lowest hourly rate.

Policy:

Guidelines were created to clarify for the staff of both the Home Care Agencies and the Department of Senior Services whom to contact and under which circumstances. As a requirement of general municipal law, governmental entities are required to use the lowest bidder.

Procedure:

EC Community Resource Technician -(CRT):

- Faxes out the home care open list of clients to all contracted agencies once a week (Monday)
- CRT - Notifies the home care agency with the lowest hourly rate that they have been approved to service the client (Friday)
- Notifies the Case Manager, supervisor and Project Coordinator via tickler that the case has been picked up and which agency will be servicing the client

Home Care Agency contacts the client :

- Within 5 business days to schedule the start of service and to inform the client the name of their aide.

Home Care Agency contacts EC Community Resource Technician:

- To notify ECSrS by email that they would like to service a client by their agency as well as what the hourly rate will be
- All agencies must have their weekly bid into ECSrS by Wednesday at 3pm the same week
- To notify ECSrS by email that their agency is closing a case

Home Care Agency contacts the Case Manager:

- The home care nurse has concerns about the level of care or other health issues
- The client is refusing personal care
- To inform ECSrS the start date, the aide's name, and the days & hours within 10 business days of accepting a case
- The aide has concerns about the environment, family members, visitors
- When the aide switches days or hours (not to exceed the hours approved in the care plan)
- The client is asking for tasks to be completed that are not on the care plan
- To change the level of care
- To get approval for additional hours for an emergency e.g. the washing machine over flowed, the

client's MD apt was longer than anticipated

- To notify ECSrS that the aide arrived at the client's home and no one is there.

Case Manager contacts their Erie County Supervisor:

- Client needs additional hours whether one time only or permanent change
- Client wants to change their level of care
- Critical complaints about the aide/agency e.g. stealing, abuse, suspicion of falsifying time sheets

Case Manager contacts the EC Community Resource Technician:

- To inform ECSrS the start date of Homecare services
- notify the CRT via tickler to place the client back on the home care open list if the Case Manager does not receive notification from the home care agency within 10 business days

Case Manager contacts the Home Care Agency

- Complaints or concerns about the aide
- Aide is a no-show or habitually late
- Adding tasks to the care plan
- To obtain start date

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

CLASSIFICATION G:
GENERAL PURPOSE OR
PUBLIC ENTITY CONTRACT

SCHEDULE B
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification G: General Purpose Contracts or Public Entity Services For Cities, Villages and Towns, including but not limited to, Snow Removal, Food & Transportation for the Elderly, Criminal Justice, Youth Delinquency, and Transportation of Handicapped Persons

1. The contractor/municipality shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate Form.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
 - A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
 - B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.
6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">CONTACT NAME:</td> </tr> <tr> <td style="width: 70%; border-bottom: 1px solid black;">PHONE (A/C, No, Ext):</td> <td style="width: 30%; border-bottom: 1px solid black;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A :</td> <td style="border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A :	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT S
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Erie County is included as Additional Insured with respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

CERTIFICATE HOLDER

	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

Construction contracts require excess Umbrella Liability limits of \$5,000,000.

- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:
- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate

Workers Compensation Forms	
CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

Appendix C**ERIE COUNTY DEPARTMENT OF SENIOR SERVICES****Agency Client Capacity**

	Personal Care Level 1/Housekeeping	PCA Level 2
Current # of Staff		
Total # of Clients Being Served		
Total # of ECDSrS Clients Being Served		
Maximum # of Clients That Can Be Served		

Appendix D**ERIE COUNTY DEPARTMENT OF SENIOR SERVICES****Cost Proposal**

Service Type	Minimum Pay Rate to Worker	All other Costs	Total Cost per hour of service
Personal Care Assistance Level 1/Housekeeping	\$	\$	\$
Personal Care Assistance Level 2	\$	\$	\$