



ERIE COUNTY
DEPARTMENT OF SENIOR SERVICES
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
CONSUMER DIRECTED IN-HOME SERVICES

RFP # 2024-047VF
November 13, 2024

Commissioner Angela Marinucci
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# 2024-047VF

TO PROVIDE CONSUMER DIRECTED IN-HOME SERVICES FOR OLDER ADULTS

I. INTRODUCTION

The County of Erie, New York (the “County”), Department of Senior Services is seeking Proposal Statements from qualified entities interested in providing Consumer Directed In-home Services (CDIS) to older adults, including hard to reach populations and those living in rural communities within the county. Proposers interested in providing in-home services for the Department are invited to respond to this request.

The County seeks proposals from agencies that can assist the County to meet the home care needs of a growing, and increasingly diverse population by offering effective consumer directed services. Specifically, the County seeks proposals from agencies that are well positioned to serve as an “employer of record” and handle payroll functions and all the necessary paperwork related to consumer-directed in-home service workers; and to assist the consumer (and/or consumer representative) to select, train, schedule, and supervise his/her in-home services worker.

In order to effectively provide CDIS services to eligible older adults within Erie County, The County seeks to contract with service provider(s) that will allow us to provide services throughout Erie County in a comprehensive and cost-effective manner.

It is the County's intent to select the Proposer(s) that provide(s) the best solution for the County's needs. In the event more than one provider is chosen, assignment of cases will be determined by the rate proposed and agreed upon by the proposer and the County; lowest to highest.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the 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 purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP: November 13, 2024
Pre-Proposal On-line meeting Wednesday, November 20, 2024, 11:00-11:45 a.m.

Join the meeting link

<https://erie.webex.com/erie/j.php?MTID=m05643a1cfd233456112ad0a9dbdcadf>

Join by meeting number

Meeting number (access code): 2492 004 9119

Meeting password: MFqJTDQJ733

Tap to join from a mobile device (attendees only)

+1716-858-2250,24920049119## United States Toll (Buffalo)

+1-415-655-0003,24920049119## 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 24920049119@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Proposals Due: December 6, 2024, 3:00 PM EST
Selection Made: Approximately December 27, 2024
Contract Signed: Following all necessary County approvals
Service Start Date: April 1, 2025

Requests for clarification of this RFP must be written and submitted to Commissioner Angela Marinucci at angela.marinucci@erie.gov or Aislyn McQueen at aislyn.mcqueen@erie.gov . Questions may be submitted up until **4:00 p.m. EST on Friday, November 22, 2024**. Formal written responses will be distributed by the County on approximately November 27, 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 should be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. One (1) electronic copy of the service proposal and one (1) electronic copy of the cost proposal, shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. **No cost information shall be provided within the service proposal.** Proposals should be limited to (10) pages

2. Proof of adequate insurance as shown in Schedule B must be provided with the proposal.

3. The electronic copy must be submitted to Angela.Marinucci@erie.gov.

4. Submission of the proposals shall be directed to:

Commissioner Angela Marinucci
Erie County Department of Senior Services
95 Franklin St. Buffalo, NY 14202

All proposals must be delivered to the above office on or before Thursday, December 6, 2024, at 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

6. 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.

7. 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, proposals from any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County, may be rejected. Any proposer who has had a Departmental contract terminated for performance is required to provide evidence of significant improvement in each of the identified problem areas. The Department reserves the right to complete further assessment, including on site assessment to determine satisfactory improvement.

8. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Proposers should include the Erie County 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. Service Disabled Veteran Owned Business (SDVOB) or "State-Certified Business" proposers should include the New York State certification letter with the proposal.

11. 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 e-mail clearly labeled with the proposer's name, due date of proposal, proposal name "PROVIDE CONSUMER DIRECTED IN-HOME SERVICES FOR THE DEPARTMENT OF SENIOR SERVICES, RFP # 2024-047VF" and Cost Proposal (Appendix A).

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. PROGRAM DESCRIPTION

Consumer Directed In-home Services are services that provide assistance with tasks that are the same or similar to those included in the definitions of Personal Care Level I and Personal Care Level II, and which is managed by the consumer, or a representative selected by the consumer. This includes activities such as recruitment, selection, training, supervision and dismissal of the in-home service worker.

In the CDIS program model, the County's case management staff is responsible for establishing the need for in home services through a full assessment and care plan; determining a consumer's readiness to participate in consumer directed care; and determining the consumer's ability to self-direct.

The successful Proposer(s) will be the "employer of record"/Fiscal Intermediary (FI) and handle payroll functions and all the necessary paperwork related to in-home service workers. They may also provide additional supportive services to the consumer (and/or consumer representative), such as providing emergency back-up staff and referrals. If the in-home services are to be self-directed, the consumer (and/or consumer representative) will be the "managing employer" and recruit, interview, select, train, schedule, supervise and if he/she decides to, end the employment of in-home services workers.

B. PROGRAM REQUIREMENTS

The role of the successful Proposer will be to perform the following functions to support the consumer (and/or consumer representative), fulfill contractual requirements set forth if awarded contract with the AAA, and follow mandatory minimum requirements as per **EISEP Consumer Directed In-Home Services requirements located in 9 CRR-NY 6654.15 & 9 CRR-NY 6654.17** which include, but are not limited to:

- a. Managing the screening of potential in-home services workers (which may include both health screening and background checks)
- b. Orienting the consumer (and/or consumer representative) and hired in-home services workers in areas such as submitting time sheets, disaster preparedness, safety, etc.
- c. Maintaining liability insurance, making payments for workers' compensation and taxes related to the employment of in-home services workers, managing fringe benefits (e.g., health insurance, sick leave), and issuing paychecks to the in-home services worker chosen by the consumer (and/or consumer representative)

- d. Maintaining a file on each consumer that includes certification of all required documents
- e. Training for the consumer (and/or the consumer representative) and/or the in-home services worker if requested by the consumer (and/or consumer representative) as identified or detailed as part of the contract with the AAA; and
- f. Providing monthly expenditure reports under the consumer's approved care plan and individual budget to the AAA, the consumer (and/or consumer representative) and case manager/care coordinator. The FI is also responsible for adjusting the report if services are underutilized in any months. Additionally, the FI must adhere to all other reporting requirements, including audits or quality assurance performance measures, which are detailed under their contract with the AAA. Depending on the contract with the AAA, the FI may have other responsibilities and/or be required to perform other activities. For example:
 - Paying for other services authorized under the care plan and budget
 - Collecting cost share payments from the consumer (and/or consumer representative)
 - Completing reports related to services to AAAs, case managers/care coordinators, and consumers (and/or consumer representatives).
- g. Maintain the original personnel record for each in-home service worker which shall include, at a minimum, the original enrollment forms, the annual in-home service worker health assessments, and the information needed for payroll processing and benefit administration.
- h. Provide fiduciary training/ duties, time & attendance training etc. at the location as requested by the in-home worker and/or client. ie. Clients or in-home workers home. There shall not be a requirement for the in-home worker to travel to the office of the selected vendor.
- i. Having monitoring protocols in place to ensure that in-home services workers are performing service as reported, and to minimize to all extent possible potential abuse of clients.

C. CATEGORICAL REQUIREMENTS
must include:

Proposals

1. A plan for the hiring process of an in-home services worker;
2. Clarification of the relationship between the consumer (and/or consumer representative) and the Agency, with the consumer (and/or consumer representative) as the managing employer and the Agency as the employer of record;
3. A description of the support and assistance a consumer may expect from the Agency;
4. How much and when the in-home services workers will be paid;
5. What, if any, benefits the in-home services workers is eligible for;
6. What training and orientation will be provided by the Agency to the consumer (and/or consumer representative) and/or the in-home services workers and what training is the responsibility of the consumer (and/or consumer representative);
7. Proposer's Privacy Practices and procedures.
8. What paperwork a consumer (and/or consumer representative) must submit (i.e. time sheets) to the Agency so that an in-home services worker may be paid;
9. Procedures for resolving consumer (and/or consumer representative) concerns;
10. Procedures for removal of an in-home services worker whom a consumer (and/or consumer representative) no longer wishes to employ.
11. A description of service monitoring protocols that ensure clients are receiving services in the amount reported; and that service are timely and complete.
12. Certification of approval through New York State Department of Health (NYSDOH) for Fiscal Intermediary (FI) Authorization as per FI Authorization Statute: Section 1 of Part E of Chapter 57 of the Laws of 2017: (https://www.health.ny.gov/health_care/medicaid/redesign/mrt_10003.htm)

(NOTE: First and subsequent renewals of this agreement will be contingent upon verification of approved NYSDOH FI Authorization)

D. ORGANIZATIONAL CAPACITY AND EXPERIENCE

All proposals must include sufficient information to establish that the Proposer(s) have the organizational capacity to provide consistent and reliable services to the participants of the CDIS program and understand the requirements of operating an employee of record in home services agency.

1. Proposals must include a description of the applicant organization and any partner organizations, including staff size, operating budget including major funding sources, structure and a general description of services/programs offered, and the population served, particularly in relation to the proposed project
2. The mission of the organization
3. A description of the organization's experience providing in consumer directed in-home services, including program attributes listed above
4. A description of any current consumer directed services or services as an employer of record
5. A description of the organization's experience serving hard to reach populations, specifically those living in rural communities
6. Resumes of key personnel including human resources and training staff, and any potential program supervisors, which shall include any credentials and professional experience
7. The geographic areas the organization currently serves. Be as specific as possible using zip codes, counties, or other appropriate parameters. All zip codes in the county must be covered with the CDIS program

E. ACCOUNTABILITY AND REPORTING

It is the expectation that all successful Proposers will have the ability, commitment and contractual obligation to evaluate their performance to ensure that all program criteria is met.

1. Case and Client Accountability:
 - a. The successful proposer must provide a plan to contact the client/aide within 5 days of case acceptance and receipt of approval documentation. Cases which are not initiated within 5 days will be reassigned to another agency.
2. Reporting Requirements:
 - a. The successful Proposer(s) must provide the Department with monthly invoices reflecting the dates and hours of services provided to each consumer served.
 - b. The successful Proposer(s) must provide the Department with other reports that the Department determines to be necessary and appropriate.
 - c. The successful proposer will be required to receive, send and transmit client data via the Department's Secure Client Data System, PeerPlace.
 - Service units will be reported/entered by provider staff via the Department's Secure Client Data System, Peerplace

IV. HOW TO APPLY

Applicants **must** use the proposal template provided by the Erie County Department of Senior Services. Applicants may download the template by going to the County's Purchasing Department website:

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

Proposals should be of sufficient length to fully address the requirements of the RFP, to a maximum length of 10 pages. This does not include the required cover page and supplemental materials.

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, 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; and 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.
- 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.
- 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 agreement will be three (3) years commencing on or about April 1, 2025 and terminating March 31, 2028, with required annual renewals. The agreement may be extended up to two (2) additional years at the sole discretion of the County.

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 Proposer agrees:

(a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer 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 Proposer or third parties under the direction or control of the Proposer; 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 compiled by the Proposer 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 Proposer may retain copies of such records for its own use.

Agreement:

Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved.

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

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES

Cost Proposal

Service Type	Minimum Pay Rate to Worker	All other Costs	Total Cost per hour of service
Consumer Directed In-home Services (CDIS)	\$	\$	\$

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

Title

SCHEDULE B
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification C: Contracts Involving Professional Services

1. The provider of professional services 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.
 - 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).
 - F. Professional Liability (Errors and Omissions or Malpractice) – with a minimum limit of \$5,000,000.

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

County of Erie Standard Insurance Certificate



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	CONTACT NAME		
	PHONE (A/C No. Ext)	FAX A/C No.	
EMAIL ADDRESS			
PRODUCER CUSTOMER ID #:			
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL 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 COMPIOP 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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTH TORY LIMITS: <input type="checkbox"/> 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)						

CERTIFICATE HOLDER	CANCELLATION
	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

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____

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

V. 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:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

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.