



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) FOR CASE MANAGEMENT AND PUBLIC INFORMATION & EDUCATION SERVICES FOR OLDER ADULTS

RFP # 2026-049VF

9/22/2026

Commissioner Randall Hoak

Erie County Department for the Aging

EDWARD A. RATH COUNTY OFFICE BUILDING

95 FRANKLIN STREET

BUFFALO, NY 14202

REQUEST FOR PROPOSALS (“RFP”)

RFP# 2026-049VF

FOR CASE MANAGEMENT SERVICES AND PUBLIC INFORMATION & EDUCATION FOR OLDER ADULTS

I. INTRODUCTION

The County is seeking proposals from qualified agencies to provide **Case Management Services and Public Information & Education, or a combination of both**, to older adults residing in Erie County, for the Erie County Department for the Aging (Department).

It is the Mission of the Department to promote the well-being of all older adults in Erie County, through coordinated and cost-effective services which enhance their independence, dignity, and quality of life.

The Department is seeking agencies capable of delivering high-quality, person-centered Case Management Services that identify unmet needs, coordinate community resources, advocate on behalf of older adults, and monitor service delivery in accordance with the requirements of the New York State Office for the Aging (NYSOFA), the Expanded In-Home Services for the Elderly Program (EISEP), the Older Americans Act (OAA), the Americans with Disabilities Act (ADA), Department policies, and other applicable federal, state, and county regulations. The Department also seeks qualified community-based non-profit agencies to provide Public Information & Educational Services on behalf of the Department that increase awareness of the department and its programs, services, benefits, and healthy aging resources available to older adults, caregivers, and families residing in Erie County.

The purpose of this initiative is to strengthen and enhance service delivery and capacity of the Department’s Case Management and Public Information & Education systems, as well as expand its services to populations and geographic locations that have been historically hard to serve and/or are in the most socio and economic need as described in “Attachment D”.

Service areas do not need to be limited to contiguous geographic areas. Proposals may identify a demographic focus or other targeted population as the basis for service delivery, and special consideration may be given to such proposals.

The Department intends to award one or more contracts to proposer(s) who seek to provide, each, or a combination of, Case Management and Public Information & Education services. Contracts will be awarded to qualified agencies demonstrating the organizational capacity, staffing, experience, fiscal stability, and programmatic expertise necessary to administer these services.

In circumstances where services are focused on a specific high-need, hard to serve, or demographically specific population, the Department may consider altering the activities and expectations listed under “Scope of Professional Services”, in order to address the needs and complexity of the populations proposed to be served.

The anticipated contract period shall be February 1st, 2027, through March 31st, 2030, with renewal options at the sole discretion of the County, subject to funding availability, agency performance, and all required County approvals.

IV. PROPOSALS

Agencies interested in providing services for the Department are invited to respond to this request.

It is the County’s intent to select the Proposer(s) that provides the most thorough, efficient, and cost-effective solution to meet the County’s needs.

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 protected by New York State and Federal laws.

V. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: 9/22/26

Non-Mandatory RFP Informational meeting: 10/1/2026, 2:00-3:30 pm EST via Webex

MEETING INFO:

Join from the meeting link:

<https://erie.webex.com/erie/j.php?MTID=m50ec20a4f8406c66a1dd635fd2735af4>

Join by meeting number:

Meeting number (access code): **2480 028 2615**

Meeting password: **JJmBtzeW639**

Join from a mobile device or phone:

1-716-858-2250 or 1-415-655-0003

Proposals Due: 10/20/2026

Selection Made: November 2026

Contract Signed: Following all necessary County approvals

Any questions or requests for clarification of this RFP must be written and submitted to Melissa.Dentice@erie.gov and Jaclyn.Strawbrich@erie.gov on **10/2/2026**, no later than **2:00 p.m. EST**. Formal written responses will be distributed by the County on approximately **10/7/2026**, and will be made available at:

<https://www3.erie.gov/purchasing/requests-proposals-construction-bids>

B. GENERAL REQUIREMENTS

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 proposed budget shall be submitted. **Proposals MUST be signed, including “Schedule A”.** Unsigned proposals will be rejected. **No cost or budget information shall be provided within the service proposal.** Proposals should be limited to ten (10) pages.

- Proof of adequate insurance as shown in “**Schedule B**” **must** be provided with the proposal.
- Electronic proposals must be submitted to Melissa.Dentice@erie.gov and Jaclyn.Strawbrich@erie.gov

All proposals must be electronically submitted to the e-mail address above on or before 10/20/2026 by 4:00 pm EST. Proposals received after this date and time will not be considered. The County is under no obligation to return proposals.

- No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
- 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.
- 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 assessments, including on-site assessment to determine satisfactory improvement.
- Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Proposers should include the Erie County certification letter with the proposal.
- If Proposer is a Veteran Owned Business, Proposer should include letter indicating company is 51% or more Veteran-owned.
- Service-Disabled Veteran Owned Business (SDVOB) or “State-Certified Business” proposers should include the New York State certification letter with the proposal.
- By submitting this proposal, the proposer understands and agrees there must be compliance with federal, state, and local laws regarding 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.

VII. PROPOSAL SUBMISSION

Proposals must be submitted by the date and time specified in the procurement timeline.

Submission must adhere to the following requirements:

- One (1) electronic copy of the service proposal and one (1) electronic copy of the budget proposal shall be submitted to Melissa.dentice@erie.gov and Jaclyn.strawbrich@erie.gov
 - i. All service proposals must be electronically submitted by e-mail and clearly labeled with the agency’s name, due date of the RFP, and the service proposal name “**Case Management Services RFP #2026-049VF**”, “**Public Information & Education Services RFP #2026-049VF**”, OR “**Case Management and Public Information & Education Services RFP #2026-049VF**”

ii. All agencies submitting a service proposal must also include a **budget proposal and narrative** in a **SEPARATE** e-mail clearly labeled with the agency's name, due date of the RFP, the service proposal name and subject labeled "Budget Proposal RFP #2026-049VF". The budget proposal **must** be completed using "**Attachment E**" workbook posted under "Additional Files" of the RFP: <https://www3.erie.gov/purchasing/requests-proposals-construction-bids>

- All Proposals **must** be signed, including "Schedule A". An unsigned proposal will not be accepted
- All Proposals **must** provide insurance information referred to in "Schedule B"
- All Proposers **must** submit their agency's privacy practices and procedures, i.e., client confidentiality policy; HIPPA policy, which must thoroughly address possible breach situations
- All Proposers **must** provide a copy of their current W-9
- Proposals should be of sufficient length to fully address the requirements of the RFP, to a maximum of 10 pages. This does not include the required budget proposal (**Attachment E**) and narrative, Schedule A, Schedule B, privacy practices, current W-9, or any additional supplemental documents including but not limited to, organizational charts, resumes, or financial stability documentation

VI. SCOPE OF PROFESSIONAL SERVICES

The Department is seeking proposals for each of the following service options. Agencies may submit a proposal for **Option 1, Option 2, or a combination of both.**

OPTION 1 – CASE MANAGEMENT

Agencies awarded under this option shall provide comprehensive Case Management Services which include, but are not limited to, the following activities and expectations:

Case Management Services and Expectations:

- Conduct assessment and reassessments of eligible clients*
- Person-Centered care planning aligned with client wishes and values
- Service arrangement and coordination
- Responsible for having an assigned caseload**
- Documentation in Department specific software application
- Ongoing follow-up and monitoring with clients
- Develop goal-oriented care plans
- Referrals to both county funded and non-county funded services
- Internal service monitoring
- Participate in mandatory trainings and certificate programs, including continuing education

* Eligible clients typically are aged 60 or older, have a functional impairment in Activities of Daily Living (ADLs) and/or Instrumental ADLs, have limited support to fulfill an unmet need, and are unable to access assistance from any other program such as Medicare or Medicaid. This is not an exhaustive list of criteria, and each potential client will be screened for appropriate eligibility.

The Department anticipates an average caseload of approximately **100 active clients per Full-Time Case Manager; 50 clients per Senior Case Manager or Part-time Case Manager; and up to 25 clients for a Project Coordinator/Manager if applicable; however, agencies may propose an alternative staffing model if they demonstrate their ability to meet all required performance standards.

OPTION 2 – PUBLIC INFORMATION & EDUCATION

Agencies awarded under this option shall provide Public Information & Education Services which include, but are not limited to, the following activities and Expectations:

- Develop an annual Public Information & Education work plan for approval by the Department
- Plan and conduct educational presentations, workshops, and outreach events throughout Erie County
- Work with the Department to track, report, and measure outcomes of work performed
- Coordinate programming with senior centers, libraries, municipalities, faith-based organizations, housing sites, healthcare providers, and community organizations
- Recruit and coordinate qualified presenters and subject matter experts
- Develop, update, and distribute educational materials in print and electronic formats
- Promote educational activities through print media, social media, local media outlets, community partners, and other communication channels
- Staff outreach tables at community events as requested by the Department
- Coordinate event registration and participant follow-up
- Collect participant feedback and evaluation data
- Ensure all programs are ADA accessible and provide language access services when appropriate
- Plan a door-door/direct household outreach/info approach in communities/neighborhoods with limited home internet

VII. PROGRAM REQUIREMENTS

All Proposals for any service must meet, provide, and/or demonstrate the following:

- Organizational and supervisory structure
- Organizational experience with serving older adults
- Proposed staffing model including supervisory hierarchy
- Provide examples and measurements of successful service delivery
- Qualifications and experience of proposed staff
- Proposed number and type of staff assigned to successfully deliver services
- Quality assurance processes
- Ability to maintain required documentation and records, including documentation in Department specific software application as appropriate
- Ability to meet reporting requirements
- Ability to collect program evaluation data and prepare required reports
- Ability to provide/use technology needed for remote use in client homes

Requirements specifically for **Case Management Services**:

- Experience serving older adults, individuals with disabilities, or other vulnerable populations
- Experience providing case management, care coordination, or similar human services
- Approach to managing a client caseload
- Ability to conduct home-based assessments
- Ability to develop individualized service plans

Requirements specifically for **Public Information & Education Services**:

- Qualifications and experience of presenters and/or outreach staff
- Experience planning and conducting community education and outreach activities
- Outlined approach to include door-to-door and direct household outreach in communities and neighborhoods with limited access to or use of home internet, if applicable

- Demonstrate ability to reach older adults who may be underserved, isolated, or less likely to access information through traditional methods
- Experience developing educational materials and presentations
- Event planning and coordination process

Performance Standards

Case Management Service measurements may include:

- Number of unduplicated clients served
- Units of service provided
- Timeliness of assessments
- Timeliness of reassessments
- Compliance with monitoring standards
- Behavioral health screenings and referrals
- Consumer satisfaction and evaluation results
- Compliance with all Department policies and procedures and all NYS Codes, Rules, and Regulations for EISEP Case Management (“Attachment C”)

Public Information & Education measurements may include:

- Number of educational events conducted
- Participant attendance
- Geographic and/or demographic coverage throughout Erie County
- Quality of marketing and educational materials not obtained from the Department (Content and materials must be approved by the Department prior to use)
- Community partnerships established
- Participant satisfaction and evaluation results
- Timeliness and completeness of required reports
- Compliance with all Department and NYSOFA requirements

IV. Staffing Requirements

- Each proposer shall have qualified staff sufficient to meet contract expectations as defined in this RFP
- Staff identified as Case Managers, Senior Case Managers, Project Coordinators/Managers (if applicable), must possess a valid NYS Driver’s License or proof of reliable transportation to meet service delivery expectations
- Please refer to “Attachment C” for specific Case Management personnel qualifications

VII. Quality Assurance Requirements

Case Management Services:

- Maintain complete and accurate records in Department specific software application
- Participate in County monitoring reviews
- Complete internal Case Record Reviews for accuracy
- Comply with “Attachment C” requirements, including all Case Management Monitoring Requirements, as well as all applicable county and Department policies and procedures
- Maintain at least 90% compliance with Department monitoring standards

Public Information & Education Services:

- Coordinate with the Department regarding event content, materials, branding, accessibility, and logistics
- Ensure that materials give due recognition to local, state, and federal funding in accordance with applicable NYSOFA requirements

- Make reasonable efforts to ensure events and materials are accessible to individuals with disabilities and responsive to the language, cultural, and informational needs of the populations being served
- Utilize multiple outreach methods, including direct outreach, community partnerships, printed materials, telephone outreach, and digital methods as appropriate
- Track the number of individuals attending each event and, when appropriate, collect basic demographic and participation information
- Document the type of information provided, topics covered, presenters, and community partners involved
- Develop and administer a brief participant evaluation or other feedback mechanism following events
- Submit periodic reports to the Department documenting activities, attendance, outreach efforts, outcomes, challenges, and corrective actions
- Participate in Department monitoring activities and provide documentation upon request
- Maintain records sufficient to demonstrate compliance with the approved work plan and contract requirements
- Identify opportunities to improve outreach, participation, accessibility, and the effectiveness of Public Information and Education activities
- Implement corrective actions when performance does not meet established goals or contractual requirements

VII. BUDGET PROPOSAL AND NARRATIVE

1. Budget

Each proposer must submit their proposed budget in Attachment E workbook.

3. Budget Narrative

Each proposer's budget must be accompanied by a detailed narrative which justifies expenses listed in **Attachment E** budget proposal.

2. Required Match

All agencies submitting a full proposal, if selected, shall contribute a minimum local match equal to **10% of the funding awarded**. The match may consist of allowable cash or in-kind contributions as permitted by applicable funding requirements. The County will cover 90% of the total awarded program budget.

IX. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal 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 Request for Proposal is duly executed by the 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 Request for Proposals;
- 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 the 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 Request for Proposals, 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 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 Request for Proposals 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 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 Request for Proposals 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.

X. 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, references, experience and resume(s) of individuals involved in providing services;
- Evaluation of the Proposer's work plan and project management outline;
- Experience and usage of current technological devices, digital platforms, social media, virtual programming, and other technology-based tools;

- Proposer's organizational experience to perform the proposed services;
- Evaluation of Proposer's detailed approach to meet the needs of the Department;
- Evaluation of the Proposer's budget proposal and its cost effectiveness. (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 Request for Proposals;
- Proposer MUST sign the Proposal Certificate attached hereto as Schedule "A". Unsigned proposals will be rejected;
- Proposer may be required to give an oral presentation to the County to clarify or elaborate on written proposal;
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer;

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.

XI. 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 contract shall be for the period of one (1) year, commencing once final contract is signed. [The County in its sole discretion may extend the agreement up to one (1) year beyond its initial time frame to allow proposer meet terms of contract].

XII. INDEMNIFICATION AND INSURANCE

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

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

- (a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant 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, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant 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 Consultant are to be considered ‘works made for hire’. If any of the deliverables do not qualify as ‘works made for hire’, the Consultant hereby assigns to the County all rights, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 data, shall become and remain the property of the County. The Consultant 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 of 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 of interest 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 the contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSALS

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 State Freedom of Information Law shall:

a) Insert the following notice on the front page of its proposals:

“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

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 terms proposed). Such period shall not be less than 180 days from proposal 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

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.

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 NYS Department of Financial Services.

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				
Cyber Liability	\$1,000,000	N/A	\$5,000,000	N/A	N/A	N/A	\$1,000,000
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. Larger projects may require higher Excess Limits

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event 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 large SUVs requires a \$5,000,000 excess liability limit.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

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

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. Cyber Liability coverage must be provided in instances where vendors/contractors have access to the County's IT network and/or any personal and confidential information on behalf of the County

XIII. Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the DEC

XIV. Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and ECC/Erie County

XV. Abuse and Molestation coverage must be included under the General Liability for activities/services involving children and/or vulnerable adults with mental or physical disabilities. Coverage must be evidenced on the Acord Certificate.

See separate Insurance Specs Addendum for Social Service Agency Contract



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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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

Attachment C

9 CRR-NY 6654.16

6654.16 EISEP case management.

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

(a) For purposes of this section, the words “client” and “consumer” are interchangeable except where otherwise noted.

(b) Case management complying with this section must be provided to all clients receiving in-home services, ancillary services, or noninstitutional respite under EISEP. Case management consists of the following functions: screening, assessment, care planning, determining eligibility for program subsidy, arranging and authorizing service delivery, services follow-up and client monitoring, reassessment and discharge. The conduct of screening, assessment, care planning and eligibility determination in compliance with this section is a prerequisite for the provision of in-home services, ancillary services, or noninstitutional respite under EISEP.

(c) EISEP case management shall not be provided to individuals eligible to receive the same or similar services under title XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by the facility or which by law are required to be provided by such facility, provided that an EISEP case manager shall provide sufficient case management services to verify eligibility of or to assist such individuals in applying for such other program or services and to determine a need for and, if necessary, arrange for the receipt of EISEP ancillary services not available from such program or facility.

(d) Only persons meeting the qualifications and training requirements specified under subdivision (ab) of this section shall conduct assessments or reassessments, do care planning, authorize services, or terminate or discharge clients from the program.

(e) A designated case manager must be assigned to each client. In situations where the case management functions for any one client are performed by more than one staff person, the designated case manager shall be responsible for coordinating the conduct of the various case management functions and for acting as the primary contact for the client.

(f) Case management may be provided to individuals who are not receiving any other EISEP service.

(g) All potential EISEP clients must be screened using the standardized process and instrument prescribed by the office, unless the area agency has received approval from the office to use a different instrument.

(h) An assessment shall be conducted for each EISEP service applicant:

(1) identifying the older person's problems and care needs in the major functional areas, including information necessary to determine the individual's functional level and to identify unmet care needs;

(2) no later than 10 working days after completion of the screening process unless EISEP services are not then available, in which case an assessment shall be conducted when such services become available;

(3) prior to providing any in-home services, ancillary services, or noninstitutional respite services or, if the record documents an emergency, within five working days after the start of service delivery;

(4) which includes the requirements prescribed by the office;

(5) face-to-face with the older person and, if requested by the older person, his or her authorized representative;

(6) in the older person's usual living environment, except that it may be conducted in another setting if the older person is institutionalized or will be temporarily residing in another residence, in which case, a home visit shall be conducted within five working days of the individual's return to his or her usual residence;

(7) involving informal caregivers if the older person does not object to the involvement of such caregivers; and

(8) under consumer directed in-home services, evaluate the willingness and capability of the individual or his or her representative to meet the requirements listed in section 6654.15(b)(1) or (2) or (3) and (d)(1) or (3) of this Part.

(i) The case manager shall arrange for additional medical, nutritional, mental health or housing assessments to be conducted if the assessment pursuant to subdivision (g) of this section indicates a need for such additional assessments; provided, however, that:

(1) no nursing or other medical assessment shall be required for EISEP participation unless the office has approved the area agency's procedure for providing such nursing assessments required and financed by another program; and

(2) this paragraph shall not be deemed to indicate that medical, nutritional, mental health, or housing assessments are allowable EISEP costs.

(j) All information relating to the older person is confidential and is shared only with others involved in the arrangement or provision of services to the client pursuant to written consent from the client or authorized representative.

(k) A care plan shall be developed as specified by the office for each EISEP client within six working days of the completion of the assessment, in consultation with the client and, if authorized by the client, in consultation with the primary informal caregivers or authorized representative.

(l) For each client, the extent of the involvement of caregivers in the provision of assistance will be documented in the care plan.

(m) A copy of the agreed upon care plan shall be given to the client or his or her authorized representative and, if requested by the client, informal caregiver. In-home services agencies providing in-home services shall receive, at a minimum, a summary of the care plan. Other providers identified in the care plan shall receive, at a minimum, the necessary information to provide services.

(n) A care plan may be in effect for no longer than 12 months before reassessment.

(o) Area agencies must establish written procedures for arranging and authorizing service delivery for EISEP clients.

(p) Verbal authorizations of service delivery shall be confirmed in writing within five working days by case management workers using standard forms approved by the area agency on aging for use with formal and informal service providers.

(q) A schedule of services to be provided by both formal and informal providers shall be given to the client and, to the extent appropriate, service providers. Under consumer directed in-home services, the consumer or the consumer representative shall be responsible for providing the in-home services worker(s) with his/her schedule.

(r) Area agencies must establish written procedures for following up on service delivery to the client and for monitoring the client. These procedures must specify the type and frequency of client contact by the designated case manager and other appropriate staff and shall take into account the need to vary the types and frequency of contact for clients with different care needs and shall include, at a minimum, personal contact with the client by the designated case manager or by a staff member under the case manager's supervision:

(1) no later than the first working day after each service was scheduled to begin to confirm that the service has begun;

(2) within 15 working days of service initiation to verify adequacy, appropriateness, and satisfaction with the services being provided. This contact must be in the form of an in-home visit if the client is receiving in-home services as specified in section 6654.17 of this Part; and

(3) at least every two months.

(s) Any problems noted during services follow-up or client monitoring shall be immediately followed up with the service provider, or under consumer directed in-home services, the consumer or the consumer representative, or the fiscal intermediary if related to the tasks and responsibilities of the fiscal intermediary and documented in the case

record.

(t) Any situation posing a possible severe or imminent threat to the health or safety of the client or any indication of possible abuse, mistreatment, or neglect of the client shall be documented in the client case record and reported to the local social services district, public health office, police or other appropriate agency immediately.

(u) Under consumer directed in-home services, the area agency shall provide written guidance that describes the scope and nature of the assistance a case manager may provide to a consumer or consumer representative as he or she fulfills his or her responsibilities as described in section 6654.15(d)(1) and (3) of this Part. Under no circumstances shall the case manager be responsible for performing any of the duties of the consumer or the consumer representative as described in section 6654.15(d)(1) and (3) of this Part.

(v) Under consumer directed in-home services, the assistance provided by the case manager to the consumer or the consumer representative in meeting their responsibilities specific to consumer directed in-home services shall be consistent with subdivision (u) of this section and may be based on the case manager's own knowledge of and experience with the consumer or consumer representative, information provided by the fiscal intermediary, or at the request of the consumer or consumer representative.

(w) All substantive contact between case management workers and the client, authorized representative, family, and other formal or informal service providers shall be noted in the client record, including the date and the person with whom there was contact, a summary of the discussion, and any actions to be taken and by whom.

(x) A reassessment meeting the requirements of this section shall be conducted for each EISEP client at least every 12 months from the date that the client was most recently assessed or reassessed or within five working days from the time the case manager becomes aware of circumstances raising questions regarding the appropriateness of the current care plan, except that a reassessment may be temporarily delayed if requested by the client or his or her authorized representative or if the client is institutionalized and there is a temporary change in his or her condition which will affect the information collected.

(y) A client shall be discharged from EISEP if the client or his or her authorized representative requests discharge or if the client:

(1) no longer meets the eligibility requirements of section 6654.15 of this Part;

(2) refuses to undergo an assessment, to agree to a care plan, to allow for in-home visits by the case manager or other staff under the direction of the case manager, to agree to validate income information if requested to do so for purposes of determining Medicaid eligibility or cost sharing, or to provide cost sharing as required pursuant to section 6654.6 of this Part; or

(3) is not expected to need services within the next 90 days.

(z) If it appears that a client being discharged has need of services, the client shall be assisted in seeking appropriate care.

(aa) Each client who is being involuntarily discharged or that client's authorized representative shall be informed in writing of the reason or reasons for discharge at least five working days prior to discharge. The written explanation shall include information regarding how to obtain a local hearing on the discharge.

(ab) A designated case manager or case management supervisor or staff responsible for conducting assessments and/or reassessments, developing care plans, authorizing services, or terminating or discharging clients from the program shall, at the time of assuming such responsibilities:

(1) meet the following educational, professional and/or experiential requirements:

(i) be graduated from a regionally accredited college or university, or a New York State registered four-year college or university, with a bachelor's degree and, to be a case management supervisor, have two additional years of related experience; or

(ii) be a registered nurse with one year of satisfactory full-time paid experience in that profession and, to be a case management supervisor, have two additional years of related experience; or

(iii) possess the full-time equivalent of four years and, to be a case management supervisor, have two additional years of satisfactory experience:

- (a) in social casework;
- (b) in social work in a community or social action program;
- (c) teaching in an accredited school; or
- (d) as a community services worker or case aide in a human services agency;

(iv) possess a satisfactory equivalent combination of the foregoing training and experience; or

(v) until January 14, 2000, in the case of staff responsible for conducting assessments and/or reassessments, have been employed for a period of at least one year by an aging services agency to conduct client assessments. Nothing herein, however, is intended to change the qualifications of a designated case manager or case manager supervisor who carries out the responsibilities specified elsewhere in this section;

(2) participate in any training required by the office and receive an orientation by the area agency regarding local program administration, management, policies and procedures; client rights; and the program's service area in terms of the characteristics of the community and the service delivery system;

(3) participate in at least 16 hours of locally arranged in-service training per program year; and

(4) have or be a designated case management supervisor.

(ac) Case management supervisors shall review the client case records of each case manager at least annually.

(ad) There shall be compiled and maintained a case record for each EISEP client containing all documents required to record the activities related to the performance of all components of case management: screening assessment, care planning, arranging and authorizing service, service follow-up and client monitoring, reassessment, client cost-sharing determinations, and client discharge if appropriate. Each case record shall contain:

- (1) the completed screening instrument;
- (2) the completed assessment instrument and all subsequent reassessments;
- (3) care plans current and past, containing all the information required by subdivisions (i), (j) and (k) of this section;
- (4) copies of all service request and authorization forms;
- (5) documentation of the provision of any emergency service provided;
- (6) copies of any consent forms signed by the client authorizing the sharing of otherwise confidential information;
- (7) a case narrative that includes all ongoing activities and their dates;
- (8) a form signed by the client or authorized representative indicating that he or she has been informed, understands and has received a written copy of the client's rights;
- (9) a copy of the completed instrument used to determine the client cost-sharing amount. (If a client wishes to participate in the program but not reveal his or her financial situation, this instrument shall say so and include a statement signed by the client or his or her authorized representative acknowledging that he or she understands that as a consequence the client will pay the full cost of in-home, noninstitutional respite, and ancillary services received.); and
- (10) under consumer directed in-home services, any and all forms and agreements signed by the consumer and/or the consumer representative.

(ae) Client case records shall be:

(1) subject to review only by the client, his or her authorized representative, designated case manager, case manager supervisor, area agency, the office, other authorized staff, and authorized program or fiscal monitoring agents;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the client was discharged from the program. (af) Case management staff shall ensure that EISEP client rights are protected in all aspects of the program.

(ag) The case management agency shall have written policies and procedures regarding the rights of clients, including client complaints.

(ah) All case management staff shall be trained on the rights of clients. (ai) Each client or authorized representative shall:

(1) be informed of his or her rights in writing, at the time of admission into the program;

(2) participate in the development, revision and termination of the care plan, and be informed of all services to be provided and, when and how services will be provided;

(3) be given the name, address, telephone number and functions of any person and affiliated agencies providing care or services;

(4) be given the name, address and telephone number of the designated case manager in order to ask questions, express complaints, report absences of workers, and seek aid in emergencies;

(5) have the right to refuse any portion of the plan, except case management, without loss of other services after being fully informed of and understanding the consequences of such actions;

(6) have the right to recommend changes in policies and services to program staff, area agency on aging staff and office staff;

(7) be encouraged and assisted to exercise his or her rights to voice complaints and to seek protection from mental, physical and financial abuse, mistreatment or neglect;

(8) be informed both verbally and in writing of the agency's complaint procedures and of the right to seek the assistance of outside representatives of his or her choice to resolve complaints, free from interference, coercion, discrimination or reprisal;

(9) be informed of his or her right to review his or her case record;

(10) be discharged from the program only in accordance with the requirements set forth in subdivisions (y), (z) and (aa) of this section;

(11) be treated with consideration, respect and full recognition of his or her dignity and individuality that shall include the delivery of services in a respectful manner compatible with his/her cultural and religious beliefs, practices and preferred language;

(12) be shown proper and current identification by any person providing services in the home;

(13) have his or her wishes regarding his or her home environment, furnishings and possessions respected;

(14) be entitled to expect that any person coming into the home will exhibit appropriate standards of behavior;

(15) be assured of confidential treatment of his or her case records;

(16) be notified in writing of his or her right to a hearing and a review under sections 6651.3(b), (d) and (e) and 6652.4(h) of this Title if he or she contests his or her program eligibility, amount of cost share or is involuntarily

discharged from the program;

(17) be entitled to receive EISEP services without regard to race, creed, color, national origin, gender, age, disability, sexual orientation, gender identity, marital and/or familial status, political affiliation, military status, arrest or conviction record, status as a victim of domestic violence, predisposing genetic characteristics or any other protected characteristics under relevant Federal and New York State civil rights laws and regulations (except that all program eligibility requirements for the program are met before services can be provided); and

(18) not be required to pay any money beyond the cost-sharing amount.

(aj) The case management agency shall have procedures to protect the safety of the client and confidentiality of the information about the client contained in the record.

(ak) Monitoring of case management must include reviews of client files maintained at and by the case management agency. (al) An applicant or client shall be assisted in applying for

Medicaid and cannot receive case management, in-home services, noninstitutional respite services or ancillary services unless such application is made if such applicant or client reports, during any procedure pursuant to this section or section 6654.6 of this Part:

(1) income and assets equal to or below the levels specified for Medicaid eligibility; or

(2) assets equal to or below the level specified for Medicaid eligibility and qualifying medical expenses equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility, providing that no such application shall be required if such person does not have available, prior to paying such medical expenses, funds equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility.

(am) The case manager shall assist the area agency in obtaining reimbursement for covered services provided to clients during any period during which such clients were eligible for Medicaid, including assistance in obtaining and presenting materials required under an agreement between the area agency and the local department of social services governing such reimbursement.

(an) The case manager shall assist the area agency in ensuring that applicants who appear to be eligible for Medicaid receive services in as timely manner as applicants who do not appear to be eligible for Medicaid.

Current through April 15, 2022

Attachment D

The populations listed below are considered as those in the most “socio and economic need” and/or defined as “hard to serve/reach”, as defined by the *Older Americans Act (OAA)*, *New York State Rules and Regulation Codes (NYCRR)*, *New York State Human Rights Law*, or by *the New York State Office for the Aging (NYSOFA)*. Please note populations denoted by an asterisk (*), are specific examples, but not all inclusive of those that are referred to in the Introduction Section of this RFP:

- Low income (OAA)
- Low-income minorities (OAA)
- Individuals with Limited English Proficiency (LEP) (OAA)
- Rural Residents (OAA) *
- Native Americans (OAA) *
- Institutionalized/at risk for institutionalization, specifically including survivors of the Holocaust (OAA)
- Individuals with Alzheimer’s disease and related dementias (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer’s and other related dementias (OAA)
- Caregivers of individuals with disabilities (OAA)
- Minorities (9 NYCRR 6651.2(i)) *
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9 NYCRR 6651.2(i))
- LGBTQ+ (NYS Human Rights Law) *
- Homebound (NYSOFA standard definition)
- Other locally identified populations in greatest social and economic need