



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
CONSUMER DIRECTED IN-HOME SERVICES
UNDER THE ERIE COUNTY
EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
(EISEP)

RFP # 1334VF
October 29, 2013

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

GLOSSARY

ACL	Administration on Community Living
CDIS	Consumer Directed In-home Services
EISEP	Expanded In-home Services for the Elderly Program
IM	Information Memorandum
MBE/WBE	Minority Business Enterprise / Women's Business Enterprise
NYSOFA	New York State Office For Aging
OAA	Older Americans Act
PCA I	Personal Care Assistance Level I
PCA II	Personal Care Assistance Level II
RFP	Request for Proposal
TAM	Technical Assistance Memorandum

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COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”)

RFP# 1334VF

TO PROVIDE CONSUMER DIRECTED IN-HOME SERVICES UNDER THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP)

I. INTRODUCTION

The County of Erie, New York (the “County”) is seeking Proposal Statements from qualified entities interested in providing Consumer Directed In-home Services (CDIS) to hard to reach populations living in rural communities in Erie County. Proposers interested in providing in-home services under the EISEP program are invited to respond to this request.

In 2011, New York State Office for the Aging (NYSOFA) revised the EISEP regulations to allow for a consumer directed option for the provision of in-home services. Under CDIS, control is shifted to the consumer, or a consumer representative, for budgeting, care planning, decision making, arranging for services and staffing.¹ The goal of the County is to begin offering CDIS under the EISEP program in order to expand its capacity to reach high need clients in rural communities, providing greater flexibility and increased options in obtaining home care services, and decreasing administrative costs.

Targeting: The Erie County EISEP program provides service to the frail homebound elderly who have significant limitations in their Activities of Daily Living (ADL) or Instrumental Activities of Daily Living (IADL). The Older Americans Act (OAA) further requires programs to target or prioritize service to older individuals with *the greatest economic and social need*. The OAA defines such need as (1) living below the poverty threshold; (2) having physical or mental disabilities that pose risk for institutional placement; or (3) cultural, social, or geographic isolation, including isolation caused by language, race, or ethnic status.²

Erie County has an older adult population that looks considerably different today than when the OAA was first passed in 1965. Our seniors are more racially and ethnically diverse—ethnic and racial minorities now constitute 12.3% of the Erie County older adult population, compared to 5.4% in 1970. In addition, Erie County’s older adult population is more geographically dispersed. In 1970, over half of the older adults in Erie County lived in the City of Buffalo. Today, almost 4 out of 5 live in the suburbs, and the five fastest growing suburbs for older adults are in the outer ring.³ This increasingly diverse and dispersed population requires that we work to develop our network of providers so that we can deliver service to Erie County’s older adults wherever they may reside, and in a manner that is culturally competent.⁴

¹ New York State Office for the Aging (2012) 12-TAM-05.

² 42 U.S.C. § 3002(23) and (24). See also Government Accountability Office, *Older Americans Act: Options to Better Target Need and Improve Equity*. Report to the Ranking Member, Special Committee on Aging, U.S. Senate. GAO-13-74. (Washington, D.C.: November 2012).

³ Grand Island, Sardinia, Clarence, Wales, and Marilla.

⁴ New York State Office for the Aging (2011) 11-IM-02 —Cultural Competence Review.

Service Need: The County seeks proposals from agencies that can assist the County to meet the home care needs of a growing, and increasingly diverse and hard to reach 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 service to eligible older adults within Erie County, the County seeks to contract with service providers that will allow us to provide services throughout Erie County in a comprehensive and cost-effective manner including consumer directed home care services.

It is the County's intent to select the Proposer(s) that provide(s) the best solution for 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 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:	<u>October 30, 2013</u>
Proposals Due:	<u>November 29, 2013</u>
Selection Made:	<u>Approximately December 16, 2013</u>
Contract Signed:	Following all necessary County approvals
Service Start Date:	<u>February 1, 2014</u>

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. One (1) original and one (1) electronic copy shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. One (1) electronic copy must be submitted to randall.hoak@erie.gov.
4. Submission of the proposals shall be directed to:

Commissioner Randall Hoak
Erie County Department of Senior Services
95 Franklin St. Buffalo, NY 14202

All proposals must be delivered to the above office on or before Monday, November 29, 2013 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.

Requests for clarification of this RFP must be written and submitted to Commissioner Randall Hoak at randall.hoak@erie.gov. Questions may be submitted up until 4:00 p.m. on **Wednesday, November 13, 2013**. Formal written responses will be distributed by the County by Monday, November 18, 2013 and will be available at:

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

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, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
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.

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.”⁵

Personal Care Level I is defined as “A service that includes some or total assistance with the following tasks on behalf of or to assist a person commensurate with the person’s limitations in IADLs:

- Making and changing beds
- Dusting and vacuuming the rooms which the person uses
- Light cleaning of the kitchen, bedroom and bathroom
- Dishwashing
- Listing needed supplies
- Shopping for the person
- The person’s laundering, including necessary ironing and mending
- Preparing meals, including simple modified diets
- Paying bills and other essential errands
- Escorting to appointments and community activities.”

Personal Care Level II is defined as “A service that includes assistance with the following tasks on behalf of or to assist a client commensurate with the person’s limitations in ADLs or limitations in both ADLs and IADLs:

Some or total assistance with:

- All the tasks listed under Personal Care Level I
- Bathing of the person in the bed, tub or shower
- Dressing
- Grooming, including care of hair, shaving and ordinary care of nails, teeth and mouth

Some assistance with:

- Toileting, including assisting the person on and off the bedpan, commode or toilet
- Walking, beyond that provided by durable medical equipment, within the home and outside the home
- Transferring from bed to chair or wheelchair
- Preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diet
- Feeding
- Administration of medication by the client, including prompting the client of time, identifying the medication for the client, bringing the medication and any necessary supplies or equipment to the client, opening the container for the client, positioning the

⁵ New York State Office for the Aging (2011) 11-PI-03 Standard Definitions of Services

client for the medication and administration, disposing of used supplies and materials and storing the medication properly

- Providing routine skin care
- Using medical supplies and equipment such as walkers and wheelchairs
- Changing simple dressings.”

In CDIS under EISEP, 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 will be the “employer of record” 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 many functions to support the consumer (and/or consumer representative) which include:

- a. Managing the screening of potential in-home services workers (including both health screening and background checks)
- b. Monitor the completion of the required annual worker health assessment and all required employment documents.
- c. Orienting the consumer (and/or consumer representative) and hired in-home services workers in areas such as submitting time sheets, disaster preparedness, safety, etc.
- d. Acting as the employer of record maintaining liability insurance, making payments for Workers’ Compensation and taxes related to employment of in-home service workers, managing fringe benefits (e.g., health insurance, sick leave and other benefit programs) for each in-home Service worker chosen by the consumer (and/or consumer representative);
- e. Maintaining a file on each consumer that includes certification of all required documents;
- f. 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.
- g. Training for the consumer (and/or consumer representative) and/or in-home services worker if requested by the consumer (and/or consumer representative) as identified or detailed as part of the contract with the County.
- h. 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.

Proposals must include:

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. 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;
8. Procedures for resolving consumer (and/or consumer representative) concerns;
9. Removal of an in-home services worker whom a consumer (and/or consumer representative) no longer wishes to employ.
10. A description of service monitoring protocols that ensure clients are receiving services in the amount reported; and that service are timely and complete.

C. 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.

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. Descriptions should include the following:

1. The mission of the organization.
2. The geographic areas the organization currently serves. Be as specific as possible using zip codes, counties, or other appropriate parameters.
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. Credentials and professional experience of key personnel, including human resources and training staff as well as potential program supervisors.

D. ACCOUNTABILITY AND EVALUATION

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

1. 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.

E. FUNDING AVAILABILITY

The County spends approximately 1.5 million dollars annually on Personal Care I and Personal Care 2. Currently none of those dollars are expended on consumer-directed care. The County has earmarked an initial investment of \$250,000 for CDIS for the period of 1/1/2014 and 3/31/2015, and may add to this amount if the CDIS program proves to be a successful mechanism for delivering home care services to high risk clients living in rural communities. The successful Proposer will be paid no more than the rate approved by the Department of Health/Office of Medicaid Management. Proposals that provide significant savings over the approved Medicaid rate are highly desirable.

F. OTHER REQUIREMENTS

1. The successful Proposer(s) will be responsible for developing written policies and procedures concerning all aspects of the program.
2. Proposers must agree to employ older workers, where practical.

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 20 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, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer; 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 contract shall be for a 15 month period commencing January 1, 2014 and terminating March 31, 2015.

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.

RECORDS

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 records 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

TABLE 1: DIVISION OF RESPONSIBILITIES UNDER CDIS
The Consumer or the Consumer's guardian shall undertake the following:
<ul style="list-style-type: none"> a. Recruit, interview, hire, train, supervise, schedule and terminate the CDIS worker. b. Provide equal employment opportunities as specified in the Consumer's agreement with the Contractor, which is signed by both the Consumer and the c. Inform the Contractor, the Department and CDIS worker of any changes in status including, but not limited to, address, telephone number, CDIS worker's names, addresses, hours worked and hospitalization. d. Process the required paperwork for the Contractor including time sheets, annual worker health assessments, and required employment documents. e. Arrange and schedule back up CDIS worker coverage for vacations, holidays, and in case of illness. f. Distribute paychecks to each CDIS worker. g. Insure that each CDIS worker works the hours indicated on the time sheet. h. Enter into a written agreement with the Contractor which acknowledges these responsibilities.
The successful Proposer shall undertake the following:
<ul style="list-style-type: none"> a. Process the payroll for each CDIS worker, including withholdings for Federal, State and local income tax and Social Security (FICA) Act as the employer of record for Social Security (FICA). b. Monitor the completion of the required annual worker health assessment and all required employment documents. c. Act as the employer of record for insurance, unemployment and worker compensation benefits. d. Coordinate annual leave, health insurance, and other benefit programs for each CDIS worker. e. Monitor the completion of the required nursing assessment forms and the Consumer agreement outlining responsibilities assumed thereby. f. Maintain the original personnel record for each CDIS worker which shall include, at a minimum, the original enrollment forms, the annual CDIS worker health assessments, and the information needed for payroll processing and benefit administration. g. Assist the Consumer with recruitment and service coverage referrals and provide informational support training supervision, advocacy and personal management. h. Monitor the Consumer's ability to meet contractual obligations. i. Provide local support to the Consumer by coordinating payroll distribution, the distribution of forms and the collection of information. j. Maintain the original Consumer record, which shall include the original Department approval/referral, the Department service authorizations, the agreement signed by the Consumer outlining the responsibilities the Consumer has assumed, and other documentation of the Contractor's efforts to monitor the Consumer's ability to meet its obligations. k. Provide referral to Health Center which will provide the required annual worker health assessment and other health related program requirements. l. Monitor CDIS worker to ensure that they are performing service as reported, and to minimize to all extent possible potential abuse of clients. m. Provide the Department with monthly statistical reports in the manner and form determined by the Department to be necessary and appropriate.
The Department shall undertake the following:
<ul style="list-style-type: none"> a. Determine that the Consumer is eligible for in-home services provided under EISEP.

- b. Determine, pursuant to an assessment of the person's appropriateness for the program, that the Consumer is in need of home care services.
- c. Determine that the Consumer is able and willing or has a consumer representative, i.e. legal guardian able and willing to make informed choices, or has designated a relative or other adult who is able and willing to assist in making informed choices, as to the type and quality of services, including but not limited to personal care, transportation and respite services.
- d. Determine Consumer's eligibility for the program through its approved annual plan procedure including the initial assessment and periodic reassessment. The Department will authorize the level and amount of services required and will authorize the reimbursement for CDIS services to the successful Proposer as prescribed by the Department of Health.
- e. Transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in the CDIS Program.
- f. Provide Consumers with the appropriate information about grievance procedures.

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

1. The Agency shall obtain, at its own cost and expense the following insurance coverage with insurance companies licensed in the State of New York and shall provide a Certificate of Insurance as evidence of such coverages on the attached County of Erie Standard Insurance Certificate or its equivalent. It is also agreed that such insurance will be kept in full force during the life of the contract, and in default thereof, this contract shall be void and of no effect.

A. Comprehensive/Commercial General Liability -with a minimum combined single limit of bodily injury and property damage of \$500,000 per occurrence and annual aggregate. The coverage shall include Premises and Operations; Products/Completed Operations; Independent Contractors; Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie); -Personal Injury Liability (Coverages A, B & C)

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.

D. If professional services are provided - Professional Liability -with a minimum limit of \$1,000,000.

E. Worker's Compensation and Employers' Liability -provides statutory coverage in compliance with the Worker's Compensation Law of the State of New York. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

2. Comprehensive/Commercial General Liability, Automobile Liability, and Excess "Umbrella" Liability shall name the County of Erie as additional insured. The Certificate Holder should be addressed as follows: County of Erie, c/o Department of Law, 95 Franklin St., Room 1634, Buffalo, New York 14202.

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 assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

4. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Professional Liability Insurance, Worker's Compensation and Disability Benefits are required to provide to the Department, proof of coverage equivalent to the limits required.

5. Prior to cancellation or non-renewal of the above policies, the insurer will endeavor to provide 30 (thirty) days advance written notice to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, New York 14202 and the Agency requesting the certificate.

6. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met.