



ERIE COUNTY

SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)

TO PROVIDE HOUSEKEEPING and PERSONAL CARE SERVICES through the DEPARTMENT OF SENIOR SERVICES

RFP # 2020-030VF

September 1, 2020

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

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

RFP# 2020-030VF

TO PROVIDE Personal Care Services for Erie County’s Older Adults through the Department of Senior Services.

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified vendors interested in providing Housekeeping and Personal Care Services levels I and II to clients of the Department of Senior Services Case Management program. The Department strives to provide efficient social model Home Care services covering the expanse of the County of Erie. As the demand for services increases we seek providers able to provide service to our clients at a competitive rate. Proposers interested in providing services to the Department are invited to respond to this request. This is a supplemental RFP to increase the capacity of our service system, Home Care Vendors with a current contract do not need to apply.

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

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 purposes only. The County reserves the right to amend this schedule at any time.

Issue RFP: September 1, 2020

Pre-Proposal online meeting: September 10, 2020 at 11:00 AM

Link to Webex Meeting/Call in Information:

<https://erie.webex.com/erie/j.php?MTID=ea98597e60baf8ca2349f431248f45dc9>

United States Toll

+1-415-655-0003

Access code: 146 637 4791

Proposals Due: September 25, 2020 at 4:00 pm EST

Selection Made: Approximately October 12, 2020

Contract Signed: Following all necessary County approvals

Requests for clarification of this RFP must be written and submitted to Daniel Szewc at Daniel.Szewc@erie.gov. Questions may be submitted up until 4:00 p.m. on **September 14, 2020**. Formal written responses will be distributed by the County on September 16, 2020, and will be available at <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposals shall be limited to twelve (12) pages.
2. Five (5) original proposals shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected. One (1) copy of the proposal shall also be submitted electronically to Erin.Mahoney@erie.gov.
3. Submission of the proposals shall be directed to:

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

All proposals must be delivered to the above office on or before September 25, 2020 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally,

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

7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. By submitting this proposal, proposer understands and agrees there must be compliance with federal, state and local laws with regard to privacy practices and safeguards. Therefore, proposal must include proposer's privacy practices and procedures, i.e. client confidentiality policy. Proposer's practices and procedures must thoroughly address possible breach situations.

All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name " HOUSEKEEPING and PERSONAL CARE SERVICES through the DEPARTMENT OF SENIOR SERVICES, RFP # 2020-030VF " and Cost Proposal.]

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Background:

The Erie County Department of Senior Services provides Personal Care Assistance (PCA) for 271 clients and has funding available for approximately an additional 75 clients for whom aides are currently not available. Typical PCA clients served by the Department require 6-9 hours of service per week, while clients needing assistance with Housekeeping generally require less. The Department struggles to find aides for clients in all regions of the county but has a particularly difficult time providing aide service to clients outside the urban area of Buffalo. The Department is working to increase the number of clients served thereby improving the quality of life for older adults in Erie County.

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

1. PCA service levels I and/or II
2. Housekeeping services

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

Level of Service Definitions:

Personal Care Level I:

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

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

Personal Care Level II services include only:

Personal Care Level II services include:

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

Housekeeping:

Services generally include Personal Care Level I service but performed by a housekeeping agency rather than a licensed home-care agency.

- Proposer must state the tasks their agency will perform.

Successful Proposal(s):

The Department is interested in increasing the number of clients currently served. The preferred solution(s) will provide an increased number of aides and agencies who can provide

services to the Department's clients. **The successful proposal(s) will provide an innovative plan by which Erie County clients will be served and the pay rate at which aides assigned to The Department's clients will be paid. (See Price Proposal Worksheet)**

Price Proposal Guidance:

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

Case will be assigned competitively to an agency based on the agreed upon rate(s) and availability. That is the lowest fixed rate bidder will receive the case assignment. Each case will be sent out to every agency. Each agency that responds that they are able to accept a case will be ranked in order of the previously agreed upon rate. The lowest available agency will have the case assigned.

Price proposals shall include a Regular rate and an Enhanced Rate.

Please submit new price proposals for PCA 1/Housekeeping Services & PCA 2 of two rates only for each, a "Regular" and an "Enhanced" rate. Agency may define and bid with their chosen rate types at their discretion.

Each agency will indicate upon their bid which rate will be required in order to serve the particular client.

Winning agency must contact the client within five (5) business days to schedule the start of service and to inform the client the name of their aide.

Agency must notify the Case Manager of the name of the aide, days, and hours of the service within ten (10) business days of accepting a case.

Cases will be reassigned to the next lowest bidder if the Case Manager does not receive notification from the home care agency within ten (10) business days, the Case Manager will notify the County to place the client back on the Home Care Open List.

A. Categorical requirements

1. The successful proposal(s) in Category 1, PCA I&II will:
 - a. Provide a plan with an identified (goal) number of clients to be served in the defined municipalities including a price per hour required to maintain staff to achieve stated goal. (see Price Proposal Worksheet)
2. The successful proposal(s) in Category 2, Housekeeping will:

- a. Provide a plan with an identified (goal) number of clients to be served in the defined municipalities including a price per hour required to maintain staff to achieve stated goal. (See Price Proposal Worksheet)

B. All proposal requirements

- a. Proposals must include an agency staffing plan showing adequate staff to achieve the stated goal.
- b. To the extent feasible, the same worker should be assigned to a client whenever possible. The proposal shall also have/provide a back-up system for worker substitution when the regular worker is not available.
- c. An in-home services worker shall be able to read and write; understand and carry out directions and instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving.
- d. The proposer shall ensure that in-home services workers perform tasks as specified in a client's care plan and service schedule.
- e. Requirements for criminal background checks.
 - i. A proposer that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with State Department of Health requirements for a criminal history check to the extent required by 10 NYCRR Part 402.
 - ii. Proposers providing in-home services, other than licensed home care services agencies or certified home health agencies, shall complete a criminal history check on all in-home services workers and applicants.
- f. Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.
- g. The Proposer shall have liability or other insurance coverage in an amount sufficient to protect the County from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency personnel. The Proposer shall maintain such insurance coverage while its contract with the County is in effect.
- h. Each person providing Personal Care/Housekeeping services shall:

- i. Be instructed, prior to delivering any in-home services, on how to work with the elderly;
 - ii. Receive an orientation, prior to delivering any in-home services to:
 - 1. the housekeeping/chore tasks which the worker may perform;
 - 2. the policies and procedures of the provider agency; and
 - 3. the rights of clients as set forth in section 6654.16(ai) of the New York State Office for the Aging EISEP program, see Appendix A
 - iii. Receive on-the-job training as needed to instruct the worker in a particular skill or technique or to assist in resolving problems in individual care situations.
- i. Each person performing Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR section 505.14(e)(1)-(4) and (7); or meets the training requirements as described in 10 NYCRR section 700.2(b)(14)(i) or (ii).
- j. Proposers are required to conduct their first supervisory visit in the home of each client they have an in-home worker regularly assigned to, within five working days of the first time the in-home worker provides services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:
 - i. Demonstration and instruction to the worker and the client concerning specific tasks to be performed;
 - ii. Orientation to the client and worker; and
 - iii. Clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;
- k. Proposers shall ensure that their in-home workers receive regular supervision by the designated supervisor in each client's home at least every six months during which the supervisor shall:
 - i. Evaluate the skills and performance of the in-home services worker;

- ii. Provide to the in-home services worker information, consultation, instruction, and demonstration as needed;
 - iii. Determine the extent to which client needs are appropriately and adequately being met;
 - iv. Follow up with the client's case manager to report the findings of the supervisory visit; and
 - v. Provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided;
- 1. The Proposer providing the services shall maintain a case record for each client receiving in-home services containing:
 - i. Current and past care plan summaries;
 - ii. A copy of the current and past authorizations for service;
 - iii. A list of names and dates of workers who provide the in-home services;
 - iv. Dated verifications of service provision, signed by the client or his or her authorized representative;
 - v. Accident or incident reports (may maintain in a separate log);
 - vi. On-going narrative notes of a substantive nature that include but are not limited to:
 - 1. observations
 - 2. problems
 - 3. plans of action
 - 4. records of telephone contacts and
 - 5. records of in-home supervisory visits;
 - vii. Updated in a timely manner; and
 - viii. Maintained for six years from the end of the State fiscal year in which the client last received services.
- m. The successful proposer will be required to receive, send and transmit client data via the Department's Secure Client Data System, PeerPlace.
 - i. Service units will be reported/entered by provider staff

- n. Proposer services must be billed to the Department of Senior Services **monthly**.
- o. Must demonstrate experience in providing similar services and provide names and contact information for representatives of other organizations for whom this type of service has been provided.
- p. Must include proposer's privacy practices and procedures i.e. client confidentiality policy.
- q. Proposals that include innovative and partnering solutions to address system challenges are encouraged.

C. PCA I and PCA II proposals:

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

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

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

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

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

- Proposer's demonstrated capability to provide the services.
- 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.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.

- Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

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

The term of the initial contract shall be from November 1, 2020 and terminating March 31, 2021. At the sole discretion of the County, the term of the agreement(s) may be extended agreement beyond its initial term for up to two (_2_) additional one -year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

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

“NOTICE

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

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

and

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

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

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

EFFECTIVE PERIOD OF PROPOSALS

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

Appendix A

9 CRR-NY 6654.16NY-CRR

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

TITLE 9. EXECUTIVE DEPARTMENT

SUBTITLE Y. NEW YORK STATE OFFICE FOR THE AGING

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

PART 6654. SERVICES

9 CRR-NY 6654.16

9 CRR-NY 6654.16

6654.16 EISEP case management.

(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.

9 CRR-NY 6654.16

Current through February 28, 2018

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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"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
Company Letter - from III above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
- A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
- B. Coverage must comply with all specifications of the contract.
- C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							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.	\$1,000,000 see note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** 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.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.