

Monroe County's 10 Myths BUSTED!

County MYTH

REALITY

1	The consumers identified by the County as the sample have all experienced problems with and neglect from CDR.	All four of the identified clients have made public statements that they are pleased with their services from CDR and that Monroe County has distorted their statements and other information.
2	CDR is being investigated for fraud and abuse by the Attorney General's Office and multiple State agencies.	There is NO widespread investigation of CDR. There have been case-specific investigations into consumers or attendants, but these were not investigations into CDR. CDR fully cooperated with these investigations.
3	Attendants will be able to keep their jobs with the new providers.	While Consumer Directed Personal Assistance Programs (CDPAP) do not require certification, the other vendors require attendants to be trained as Personal Care Aides, a State certification. Due to language barriers and other reasons, many attendants will not be able to receive this certification. Some WILL loose their jobs.
4	Consumers will be able to easily transition to one of the five alternative providers.	Many of CDR's consumers are Hispanic or Somalian, requiring attendants and office staff who are sensitive to their cultures and speak their language. Several of the new providers have admitted that they are not capable of providing services to non-English speaking consumers.
5	There is widespread neglect in CDR's CDPAP.	All of the individuals who have been able to be identified as part of the 12 specific cases cited by the County indicate that there was no neglect.
6	The County has worked "in earnest" with CDR to resolve these issues.	CDR has made public documentation of meeting requests with Monroe County's Home Care Unit, which went unaddressed for nearly ONE YEAR. During that time, Monroe County met with CDR regarding the phone system, but did not meet regarding programmatic concerns.
7	CDR is negligent because it failed to protect consumers from mistreatment by attendants.	According to the Memorandum of Understanding (Log #90-07) signed by Monroe County, "CDR shall undertake the following...provide local support to the Consumer by coordinating payroll distribution, the distribution of forms, and the collection of information..." No where in the MOU—nor in NYS Social Service Law §365-f, the authorizing statute of CDPAP—does it state that the provider is responsible for actions of the attendants who are employees of the consumer.
8	CDR is negligent because it failed to guarantee coverage of hours for consumers.	According to the MOU (Log #90-07), "The consumer and/or the consumer's guardian shall undertake the following...arrange and schedule back up CDPA coverage..." NOT CDR.
9	CDR is primarily an advocacy organization.	While CDR is proud to have a strong advocacy arm, defending the civil rights of people with disabilities to live independently in the community, advocacy comprises just 3 PERCENT of CDR's total budget. CDR has in fact been providing services to County residents for over 10 years and, in 1998, officially changed its mission to reflect this service delivery.
10	Changing 300 consumers to vendors that charge several dollars more per hour will not impact Medicaid costs.	CDR provided 880,000 hours of service in 2009. In order to move this number of hours to substantially more expensive vendors (based on rates), only means that balancing cost would result in CUTTING HOURS. Is that what the County intends?