



**REQUEST FOR PROPOSALS
FOR
ROWAN COUNTY**

**In-Home Aide Services (Levels I, II, III)
Department of Social Services**

2027-001

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Thursday, June 25, 2026

Date Due: Monday, July 20, 2026, at 10:00 AM

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO CONTRACTORS

REQUEST FOR PROPOSALS

IN-HOME AIDE SERVICES – DEPARTMENT OF SOCIAL SERVICES

Rowan County is soliciting proposals for the provision of In-Home Aide Services (Levels I, II, and III) for older adults in Rowan County for Fiscal Year 2027 (July 1, 2026 – June 30, 2027). These services are funded through the Home and Community Care Block Grant (HCCBG). All proposals submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP). Rowan County may award a single agreement or multiple agreements for the services required.

Proposals for Rowan County In-Home Aide Services (Levels I, II, III) will be accepted until Monday, July 20, 2026, at 10:00 AM ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained from the County website at:

<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded respondent before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the consult the RFP.

This is the 25th day of June 2026.

Rowan County



By: Jody Farrow-Bennett
Rowan County Director of Purchasing & Contract Administration

Contents

Section 1: Introduction & General Instructions.....	4
1.1. Intent of Request for Proposals	4
1.2. Important Dates.....	4
1.3. Pre-Proposal Meeting	4
Section 2: Proposal Submission.....	4
2.1. Submission of Proposals	4
2.2. Request for Clarification	5
2.3. Errors and Omissions	5
2.4. Signed Proposal Considered an Offer	5
2.5. Insurance Coverage	5
2.6. ADA Compliance	6
2.7. Conflict of Interest	6
Section 3: Evaluation of Proposals	7
3.1. Evaluation Criteria	7
3.2. Pricing	7
3.3. Required Information	7
Section 4: Agreement & General Conditions	7
4.1. Timeline to Execute Contract.....	7
4.2. Availability of Funds.....	7
4.3. Non-Discrimination.....	8
4.4. Collusive Bidding	8
4.5. General Indemnity	8
4.6. Assignment	8
4.7. References	8
4.8. Termination	8
Section 5: Scope of Work	9
5.1. Explanation of Services	9
5.2. Rate per unit of Service (define the unit):	10
5.3. Number of Units to be provided:.....	10
5.4. Billing Process	10
5.5. Mutual Agreement.....	11
Section 6: Respondent Information Sheet	16
Section 7: Execution of Proposal Page	20

1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Proposals

The purpose and intent of this Request for Proposal (RFP) is to contract with qualified consultants or firms to assist in providing in-home aide services for the Rowan County Social Services.

The following documents constitute this Request for Proposals:

- a. This Document
- b. Scope of Work
- c. Respondent Information Sheet
- d. Execution of Proposal Page

1.2. Important Dates

- | | |
|---|--|
| 1.2.1. Issue Date: | Thursday, June 25, 2026 |
| 1.2.2. Pre-Proposal Meeting Date: | Thursday, July 2, 2026, at 10:00 AM ET |
| 1.2.3. Deadline for written questions: | Thursday, July 9, 2026, at 5:00 PM ET |
| 1.2.4. Deadline for Submitting Proposals: | Monday, July 20, 2026, at 10:00 AM ET |

1.3. Pre-Proposal Meeting

There will be an optional pre-proposal meeting for this project. Respondents interested in submitting a proposal are invited to attend the meeting at the date and time listed above. The meeting will be held at the Rowan County Department of Social Services, located at 1813 E. Innes Street, Salisbury, NC 28146, in Blue Hall Conference Room.

Questions regarding the specifications or proposal documents should be directed to Jody Farrow-Bennett, Rowan County Purchasing Director. While attendance is not mandatory, it is highly encouraged to ensure submission of a complete and responsive proposal.

2. Section 2: Proposal Submission

2.1. Submission of Proposals

Proposals must be submitted using the **Proposal Response Form** included with the specifications and enclosed in a sealed envelope. Each respondent must provide **BOTH**:

- One (1) signed hard copy of the complete proposal
&
- One (1) electronic copy in PDF format, created using software such as Adobe, CutePDF, or PDF Writer, to ensure compliance with ADA public information standards.

Delivery Instructions:

- ***Paper submissions (mail or hand-delivery):***
Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
- ***Electronic submissions:***
jody.farrow-bennett@rowancountync.gov

The package shall be sealed and plainly marked "**RFP 2027-001 In-Home Aide Services - DSS.**"

Respondents **MUST** submit one original sealed proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any proposal not properly addressed or identified.

This will be a public proposal opening. Once proposal is awarded all respondents will receive notification.

Sealed Proposals are due on Thursday, July 20, 2026, at 10:00:00 AM ET; to the exact second; all submissions must be received and in the hands of the officiating County employee by that moment. Late submissions will be disqualified. The opening will be held immediately thereafter in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Conference Room 101, Salisbury, North Carolina. Failure to submit a Proposal by the exact deadline will disqualify the respondent from consideration for this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, July 9, 2026. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested respondents will be delivered to all participants as an addendum to this RFP. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the participants to check for any addendums. Any addenda for clarification will be posted by 5pm Monday, July 13, 2026.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the participants to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

2.3. Errors and Omissions

The respondents shall not take advantage of any errors or omissions in this RFP and shall promptly notify the County of any omissions or errors found in this document.

2.4. Signed Proposal Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the respondent. The terms, conditions, and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the respondent after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Insurance Coverage

The respondent shall not commence work under this contract until all insurance required under this section has been obtained. The respondent shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the respondent agrees that once awarded and during the term of this contract, the respondent, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the respondent shall provide and maintain the following coverage and limits:

2.5.1. Worker's Compensation

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate

must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.5.2. Comprehensive General Liability

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. Comprehensive Automobile Liability

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Any exceptions must be agreed upon by the County.

This insurance shall have been issued by a Company rated "A+" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

2.6. ADA Compliance

All vendors of Rowan County must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA). For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.

2.7. Conflict of Interest

All respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the County. All respondents must also disclose in writing with their proposal the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the respondent certifies that there is no relationship between the respondent and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

3. Section 3: Evaluation of Proposals

3.1. Evaluation Criteria

Price will be a consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance, and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the proposals submitted. The county request experience with counties and municipalities within North Carolina, but this is not a requirement.

Evaluation criteria (1-5 scale)

- a) 30% Experience
- b) 30% Qualification
- c) 25% Response to Scope or Work
- d) 15% References (Local/NC)

Any contract resulting from this RFP shall have a term limit of one (1) year and may be renewable for four (4) additional one (1) year terms at the option of the County and upon mutual agreement of both parties.

3.2. Pricing

Submission of any proposal signifies the respondent's agreement that its proposal and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful respondent. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

3.3. Required Information

The following information must be included in the proposal:

- Applicable licensure with North Carolina. (Respondent Information Sheet)
- Proposals are to be in the form of a proposed contract signed by the respondent. (Execution of Proposal Page)

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the respondent must have an executed contract in place and be prepared to commence work on September 1, 2026. The Contractor shall perform the work in accordance with the Proposal. Failure to begin or complete the work within the required contract period may result in termination of the Contract.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

4.2.1. Federal funds:

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying

Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

4.3. Non-Discrimination

The respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

4.4. Collusive Bidding

The respondent's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible respondent(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The respondent shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Respondent (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Respondent. As an integral part of this contract, the Respondent agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Assignment

The successful respondent shall be the prime Contractor and shall be solely responsible for all contractual performance. The respondent shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

4.7. References

The respondent shall provide references of "like" customers the date, product(s) and services provided each business reference. The respondent shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Respondent's references. The County may request additional evidence of the respondent's experience, qualifications, ability, products, service facilities and financial standing for which the respondent shall be prepared to provide to the County, if required.

4.8. Termination

4.8.1. Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination

and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.8.2. Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

5. Section 5: Scope of Work

5.1. Explanation of Services

For the purposes of this contract, In-Home Aide services are to be provided by the County department to those individuals who are determined eligible and who have been formally referred to for services. In general, In-Home Aide service may be defined as the provision of care for people by performing home management and/or personal care tasks that are essential to the activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these task. The definition for In-Home Aid services, found in the

Family Services Manual Volume VII, Chapter VIII, is quoted from the Administrative Procedures Act Regulation (10NCAC 35E. 0312).

Specific tasks that may be provided by In-Home Aide workers are defined according to the level of the task and the supervision and training requirements. There are two categories of tasks:

1. Home Management which includes tasks related to maintaining the home, shopping for and preparing meals, and providing essential transportation for the client, and
2. Personal Care, which includes tasks related to physical care and feeding of clients.

A detailed description of these tasks is available on the NCDHHS website at:

<https://www.ncdhhs.gov/documents/files/homeaide-manual/open>. Please refer to Appendix A, Volume VII, Chapter VIII – In-Home Aide Services. For purposes of this Contract, Personal Care tasks shall be provided in accordance with Level II standards, and Home Management tasks shall be provided in accordance with Level I standards.

See 5.5 Mutual Agreement for Additional Details.

5.2. Rate per unit of Service (define the unit):

Negotiated County Rate.

\$24.00 per 1-hour unit for level I

\$26.00 per 1-hour unit for level II

\$28.00 per 1-hour unit for level III

5.3. Number of Units to be provided:

Number of Units to be Provided: There is no established number of units to be provided; services will be delivered based on available funding. Reimbursement will be based on the hourly rate stated above, up to a maximum of \$80,000.00 in SSBG funding and \$233,302.00 in HCCBG funding. Payments will cease once the fiscal year maximum is reached. The maximum payment of \$313,302.00 reflects the Department's total available funding for all In-Home Aide Services and will be distributed among all Contractors engaged by the Department for this service.

In the event that additional funding becomes available during the contract term, the maximum compensation may be increased accordingly through a formal amendment to this agreement.

5.4. Billing Process

Authorization for the provision and payment of In-Home Aide services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for In-Home Aide Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check will be made by the fifteenth (15th) working day of the month in which the report is received.

Consumer Contributions

The County Department of Social Services will collect any contributions made by the clients. The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected.

Reporting for the Statewide Services Information System (SIS)

On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

Area to be served/Delivery site(s): Rowan County

5.5. Mutual Agreement

5.5.1. Contractor Responsibilities

Following the Memorandum to Licensed Home Care Agencies on August 31, 2015 from the NC Department of Health and Human Services, Division of Health Service Regulation, the Contractor is responsible for ensuring the RN assesses the client, develops the plan of care, validates competency of the listed nurse aide, supervises the delivery of services provided by the listed nurse aide in accordance with the NC Nurse Practice Act and G.S. 90-171.30.

It is important that all assessments completed by the licensed home care agencies address physical health, ADL functioning, IADL functions, social support status, mental/emotional functions, economic function, and environmental status in accordance with home care licensing rules 10ANCAC 13J.1402(2) and In-Home Aide Policies and Procedures Section V, A3.

Contractor is responsible for assuring that the program is provided in accordance with policy and standards as established by the North Carolina Division of Social Services, and as recorded in the Family Services Manual, Volume VII, Chapter VIII.

Contractor is responsible for ensuring that each client has an identifiable In-Home Aide Service Plan developed by the case manager with supports the overall Adult and Family Service Plan and specifies how the aide and services will be used.

The In-Home Aide Service Plan must include:

- a. Measurable client outcome goals;
- b. In-Home Aide Service level or levels to be provided;
- c. Specific tasks to be performed;
- d. Frequency of service provision;
- e. Anticipated duration of the service; conditions for continuing or discontinuing service;
- f. Safety measures and activity restrictions that are specific to the client (for Level II or Level III -Personal Care only); See 10 NCAC 3L .1202 - Home Care Agency Licensure;
- g. Signature of the agency's professional staff developing the service plan;
- h. Physician's signature, if required by a specific finding source.
- i. When a client receives Level II - Personal Care requests assistance with one or more of the following tasks:
 - i. applying ace bandages, TED's or binders,
 - ii. applying or removing prosthetic devices,
 - iii. self-monitoring of temperature, pulse, blood pressure and weight, the In-Home Aide Service Plan must specify that the client is responsible for directing these tasks and for making decisions

regarding actions to be taken as a result of temperature, pulse, blood pressure and weight readings.

Contractor is responsible for the hiring of competent workers, for their assignments to clients, and for their supervision and training. The Contractor is also responsible for all financial employment obligations to the In-Home Aide workers. Sub-contracting with an individual for service provision is prohibited.

To ensure that the North Carolina State Standards and policies are adhered to, Contractor may go to:

<http://www.ncdhhs.gov/aging/manual/ncfast/In-HomeAideManual.pdf> or

https://files.nc.gov/ncdhhs/documents/files/In-HomeAide_Policies_and_Procedures.pdf

Supervision

It is the responsibility of the Contractor to assure that adequate supervision is provided to all aides. In order to ensure quality work performance the contractor must:

Determine which aide is most appropriate to serve a particular client.

1. Assure that a backup person (aide) is competent to perform the necessary tasks.
2. Assign tasks and give specific instructions to the aide. Tasks assigned are derived from the client's Adult and Family service plan, which is provided by County Department staff.
3. Provide ongoing support and task supervision.
4. Observe and evaluate the aide's performance.
5. Conduct or arrange for necessary training. The required competencies and the recommended training hours for Levels I and II are outlined in the appendix A and C.
6. Provide to the Rowan County Department of Social Services, as soon as possible, all information regarding significant environmental or health changes in the client's situation or living arrangements.
7. Assure that a backup person (aide) is available and assigned to replace any regularly assigned employee who is unable to report to the client's home to carry on the designated tasks, and if a backup cannot be assigned to notify the Department promptly.
8. Verify that the aide is actually on site at the place of care as required by the in-home aide service plan and that they have arrived and left in the timely manner required by the plan.
9. New referrals must be staffed within five days, an initial nursing visit must be made within three days of receiving the referral, and a call to the client to verify the referral must be made within two days of receipt of the referral. The contractor will contact the Department whenever these time frames cannot be met. When the Contractor is unable to respond to a referral within the specified period of time or the accepted referral is delayed or declined for good cause, the county may exercise its option to make the referral to another contractor.
10. Assigned aides shall NOT:
 - a. use the client telephone for any personal calls
 - b. receive visitors at the client's home
 - c. use any tobacco products while working in the client home
 - d. personally accept any gifts, remove any supplies from client's home, borrow or lend any equipment, supplies or money, or seek any personal gain from any client
 - e. falsify time or activity reports
 - f. release any confidential information.
 - g. be under the influence of any illicit drugs or alcohol either in the client's home or on their property or while performing assigned duties on behalf of the client.
 - h. sell or manufacture or partake of any illicit drugs or alcohol while in the client's home or on their property or while performing assigned duties on behalf of the client.
 - i. disobey any traffic rules/regulations whenever the client is a passenger in their vehicle.

- 11.** The Contractor must provide a Supervisor to observe the aide performing tasks for the client. Supervisory home visits must be made as outlined in Appendix A of the Family Services Manual and based upon the level of the tasks being performed by the aide for each individual client. This includes contact with the aide within the first calendar week of an assignment and quarterly on-site visits.

For level II, the supervisor will also have contact with both the aide and client in each of the two intervening months of the quarter to ensure appropriate service provision. For purposes of this contract, Supervision may be provided by an appropriate trained paraprofessional, nurse, social worker, registered nurse or other appropriate professional. If a paraprofessional is used, that individual must be supervised by a professional. To determine the appropriate level of In-Home Aide Services needed, consultation with a RN is required for level II clients receiving personal care tasks if the client's personal care needs have increased due to changes in a medically related problem.

- 12.** If an active client is approved for full Medicaid, Contractor agrees to provide personal care services in lieu of in-home aide services if requested by the County Department and if staffing is available for the hours needed.
- 13.** The Contractor is responsible for notifying the County Department of all changes in ADLs, IADLs, hospitalizations, placements in other care facilities, and changes in caregivers, or an absence of caregivers which exceeds three consecutive days.
- 14.** A monthly management meeting will be held with the county DSS to discuss operational procedures and conditions or changes or difficulties being observed or experienced in the client caseload.
- 15.** Documentation-The Contractor must maintain a report for each In-Home Services Aide which includes:
 - a. A record of all competencies completed by the aide and the related level of service the aide is able to perform.
 - b. A record of supervision.
- 16.** Competency Requirements and Training-The Contractor must guarantee that each aide has been sufficiently trained to meet the competency requirements for the level of service that person is performing. The aide must pass the competency test and must demonstrate his/her level of competency. This level of competency must be documented in the aide's record before the aide may work independently. The required competencies and the recommended training hours for Levels I and II are outlined in Appendix A of the Family Services Manual, Volume VII, Chapter VIII.

Financial Employment Obligations

In-Home Services Aides are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total In-Home Service Agreements.

Record Retention

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the Contractor agrees to grant access to DSS of above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

The Contractor also agrees to:

- 1.** Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service(s).

2. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
3. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
4. Comply with all State licensing standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
5. Review and comply with all applicable laws, including those Civil Rights, HIPAA, and Rehabilitation Act prohibitions against discrimination.
 - a. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
 - b. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
 - c. Review and keep on file the NCDHHS Title VI Language Access Policy.
 - d. Place the Client's Rights posters in the reception area of the agency.
 - e. Place the How to File a Complaint posters in the reception area of the agency.
 - f. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms.
 - g. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.
 - h. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
6. Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
7. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
8. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.
9. Comply with all contract attachments.
10. Audit
 - a. The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.
 - b. An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

5.5.2. County Department Responsibilities

The Department agrees to:

1. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
2. Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.

3. Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.
4. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
5. Civil Rights Compliance
 - a. Provide to the contracted agency a copy of the Rowan County DSS Language Access Plan;
 - b. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
 - c. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
 - d. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
 - e. Provide training and assistance to the contracted Agency Director or designee.
6. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
7. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
8. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

Section 6: Respondent Information Sheet

Agency/Organizations Submitting proposal:

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

EMAIL

WEBSITE

Number of people employed on regular basis _____

Who will be the county's contact person in the event your firm is awarded the contract.

Contact

Telephone

Email

The Respondent Information Sheet seeks specific details on how the proposer will oversee the actual service delivery to assure:

- ☐ Quality and delivery requirements are met;
- ☐ Fiscal systems accurately track & report revenue & Expenditures; and
- ☐ All contract terms are met.

1. Type of Agency: (Check all that apply)

- ☐ State ☐ County
- ☐ Private, Non-Profit ☐ City
- ☐ Profit ☐ School
- ☐ Minority/women business enterprises (Agencies must be certified through the NC Dept. of Administration)
- ☐ Other (specify) _____

2. Agency Information: The following have been approved and adopted by the agency's governing body:

Date Adopted or
Last Date Reviewed

Written Personal Policies ☐ Yes ☐ No

Staff Job Descriptions ☐ Yes ☐ No

(relevant to this service only)

Affirmative Action Plan ☐ Yes ☐ No

EEO Policy ☐ Yes ☐ No

Staff Background Checks ☐ Yes ☐ No

Staff Drug Screening ☐ Yes ☐ No

3. Service(s) being proposed:

SERVICE

COUNTY

4. Agency/organization has been in operation _____ years.

5. Agency/organization has been providing service(s) listed below:

Service:

of years

6. Agency/organization is/was an Area Agency on Aging contracted service provider?

☐ Yes ☐ No

7. List organizations that you have had contractual experience with during the past three (3) years providing the services detailed in item 6 above.

Year(s)

8. Financial Responsibility: Indicate name, address and phone number of bank handling company/agency checking account.

Bank: _____

Phone # _____

Address: _____

City: _____

9. In the chart below, indicate the title(s) of the persons who have primary and secondary responsibility for the administrative functions indicated.

Functions:

Title(s):

Selects staff and implements personnel policies and practices.

- Prepares and monitors annual budget. _____
- Provides the governing body with information necessary for them to understand and evaluate the program. _____
- Establishes communication and coordination with community services. _____
- Assures adequate program supervision and service delivery. _____
- Submits fiscal and program reports. _____
- Evaluates and refines the service to effectively meet its goal. _____
- Develops policies on client's service. _____
- Provides supervision/performance evaluations. _____

10. List below the specific publicity or public activities which will build community awareness of the service(s) your agency provides.

Activities:

Tentative Schedule of Implementation

11. The following internal monitoring and evaluation activities are considered necessary to assure efficient and effective operations. Please indicate when and who (the titles) of persons who will perform these activities.

Activity	Frequency	Who
Reviews client's records for completeness and accuracy	_____	_____
Reviews working agreements with community	_____	_____
Reviews program policies/procedures	_____	_____
Conducts client assessments/ Reassessments	_____	_____

12. Explain your company's current Training and Recruitment Policy. Proposer shall outline how company will manage the initial recruitment and training of personnel to fulfill this contract as well as any modifications that will be made if proposer is successful in receiving award of this contract. Attach additional sheets if necessary.

13. Explain your company's current Staffing Plan. Proposer shall outline any modifications that will be made if proposer is successful in receiving award of this contract. Attach additional sheets if necessary. Proposer must show the number of RN's (FTE or equivalent) who will be assigned to this program. If you have RNs who work in multiple counties, please specify the amount of time designated for this project in Harnett County for each RN assigned.
14. References - Proposer shall list references for work completed during the last two years. Attach additional sheets if necessary. References should be agencies that have contracted with proposer to provide service to their clients. Each reference provided should include the following information:

Reference No. 1

Name of Company: _____

Address: _____

Telephone: _____

Contact Person: _____

Email: _____

Brief Description of the type and length of service provided.

Reference No. 2

Name of Company: _____

Address: _____

Telephone: _____

Contact Person: _____

Email: _____

Brief Description of the type and length of service provided.

6. Section 7: Execution of Proposal Page

By submitting this proposal, Vendor certifies the following:

- An authorized representative of the firm has signed this proposal.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The Vendor has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Vendor is aware of the prevailing conditions associated with performing this contract.
- The Vendor agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within (60) days from the date of the opening, to furnish the services for the prices quoted.

COMPANY NAME

FEDERAL ID#/SSN

MAILING ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)