

**REQUEST FOR PROPOSALS**  
**IN-HOME AIDE SERVICES**  
**FOR THE**  
**NEW HANOVER COUNTY DEPARTMENT OF AGING**  
**RFP #14-0270**

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New Hanover County  
NORTH ♦ CAROLINA  
[www.nhcgov.com](http://www.nhcgov.com)

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**COUNTY COMMISSIONERS**

**WOODY WHITE, CHAIRMAN**  
**BETH DAWSON, VICE-CHAIRMAN**  
**JONATHAN BARFIELD, JR.**  
**THOMAS WOLFE**  
**BRIAN BERGER**

**CHRIS COUDRIET, COUNTY MANAGER**

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#2 Background information on Home and Community Care Block Grant for In-Home Aide Services

# 3 North Carolina Division of Aging & Adult Services (DAAS) Standards

# 4 Consumer Contribution Policy & Procedures

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**COUNTY OF NEW HANOVER, NORTH CAROLINA**

**REQUEST FOR PROPOSALS  
IN-HOME AIDE SERVICES  
FOR THE  
NEW HANOVER COUNTY SENIOR RESOURCE CENTER**

Sealed proposals addressed to Lena L. Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**IN-HOME AIDE SERVICES RFP # 14-0270**” will be accepted until 1:00 pm EST, Wednesday, March 26, 2014.

RFPs will be publicly opened and read immediately following the latest time for receipt of proposals in the New Hanover County Finance Conference Room 500, located at 230 Government Center Drive, Wilmington, North Carolina directly across from the County’s Finance Office, Suite 165.

Instructions for submitting proposals and complete specifications may be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

The Board of County Commissioners of New Hanover County reserves the right to accept or reject any or all proposals and to make the purchase which will be in the best interest of the County.

Lena L. Butler, Purchasing Supervisor  
(910) 798-7190

Published: March 3, 2014

**NEW HANOVER COUNTY  
IN-HOME AIDE SERVICES  
RFP #14-0270**

**Scope**

The purpose of this RFP is to solicit proposals for the New Hanover County In-Home Aide Services.

**Schedule**

Advertisement	<i>Monday, March 3, 2014</i>
Deadline for County's receipt of Questions from bidders	<i>Wednesday, MARCH 12, 2014 at 3:00 p.m. EST</i>
Deadline for Receipt of Proposals	<i>Wednesday, MARCH 26, 2014 at 1:00 PM EST</i> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, North Carolina 28403 (Opening to be held in Meeting Room 500)
Proposed Date of Award	<i>Monday, APRIL 21, 2014</i>
Effective date for beginning of new contract	<i>JULY 1, 2014</i>

**NEW HANOVER COUNTY  
IN-HOME AIDE SERVICES  
RFP #14-0270  
BIDDER INSTRUCTIONS**

**1. Questions**

After the RFP issue date, all communications between the County and prospective bidders regarding this RFP shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Finance** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. All questions concerning this RFP shall reference the RFP number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to all bidders by issuance of an Addendum. **All questions shall be received no later than 3:00 P.M., EST, Wednesday, March 12, 2014.**

Bidders may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section. If any bidder attempts or completes any unauthorized communication, the County will reject the Bidder's proposal.

**2. Preparation and Submission of RFP Proposal**

**Completion of Proposal:** *Three entire proposals, one original and two copies, must be completed and submitted. Attached to the proposal form shall be the following:*

All prices and notations shall be written in ink or typed. Changes or corrections made on the RFP Form must be initialed by the individual signing the proposal. No corrections will be permitted once proposals have been opened. Only complete RFP proposals will be accepted. **Incomplete and/or inaccurate budgets will be cause for disqualification from consideration.**

**3. Required Specifications:** Bidder's proposal shall be in strict accordance with the County's requirements. Any proposal which is not in strict accordance with the County's requirements must list each exception separately as an attachment to the RFP Proposal.

**4. Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

## **5. Submission of RFP Proposal**

Proposals must be in sealed envelopes properly marked "PROPOSAL FOR IN-HOME AIDE SERVICES, RFP # 14-0270", and shall be addressed to County at the following address:

New Hanover County Finance Office  
Attn: Lena L. Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

## **6. Time For Opening RFPs**

Proposals will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any proposals received after the scheduled closing time for the receipt of proposals will not be accepted.

## **7. Withdrawal of Bids**

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals; however, no proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

## **8. Award of Contract**

It is staff's responsibility to evaluate proposals received and recommend award to the Board of Commissioners. Staff may elect to invite the Home and Community Care Block Grant (HCCBG) Committee to meet with the staff and assist in evaluating proposals. However, the evaluation is not a required function or meeting of the HCCBG Committee and therefore, a quorum is not required.

The award of any contract resulting from this RFP will be made based on evaluation of total proposal, low unit cost will not necessarily guarantee award. When applicable, the bidder's history of effectiveness and efficiency in utilizing funds will be considered. The evaluation form is included as Exhibit 7 to the Technical Specifications section of this RFP package. These criteria should be considered by the bidder during proposal development.

## **9. Price**

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required. Bidders must incorporate a cost for the Division of Aging's automated Management Information System (MIS) /Aging Resource Management System (ARMS) in the unit cost rate. The current cost per client for reporting on automated format is \$.15 per client per month.

## **10. Payment**

Payment will be made to Provider within thirty (30) days of reimbursement from the North Carolina Division of Aging & Adult Services to the New Hanover County.

## **11. Term of Contract**

The initial term of the contract is from **July 1, 2014** through **June 30, 2015**. This contract is contingent upon receipt of federal funding; any reduction or withdrawal of funding shall constitute grounds for Agency to forthwith terminate all or a portion of this contract.

The parties may by written agreement renew this agreement for four (4) additional one (1) year periods upon the same terms and conditions as set forth herein except that to adjust for inflationary factors, price per unit of service charged will be negotiated to determine a guaranteed fixed price per unit of service. Any rate adjustments established will be effective July 1<sup>st</sup> of each renewal year and the increase shall not exceed the Consumer Price Index (CPI) inflation percentage as furnished by the NC Division of Aging.

## **12. Responsibility of Compliance with Legal Requirements**

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the proposal documents.

## **13. Indemnity**

Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Bidder hereunder, resulting from the negligence of or the willful act or omission of Bidder, his agents, employees and subcontractors.

## **14. Evidence of Insurability**

Bidder shall submit as part of his proposal evidence of his ability to meet the required insurance coverage outlined in the following insurance section (Workers Compensation and Employers Liability, Commercial General Liability with the County being named as an additional insured, Automobile Liability coverage, and Professional Liability Insurance). **Evidence required is a certificate of insurance from the bidder's insurance agent summarizing the County's insurance requirements and stating that the bidder either currently has the required insurance or will be approved for the coverage before commencing work under this contract.**

## **15. Insurance**

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

## **16. Minimum Scope and Limits of Insurance**

### **16.1 Commercial General Liability**

16.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

16.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

16.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

16.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

16.1.5 Contractor shall maintain CGL including abuse/molestation coverage, and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

### **16.2 Workers' Compensation and Employer's Liability**

16.2.1 Vendor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

16.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident,

\$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

16.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

### 16.3 Business Auto Liability

16.3.1 Vendor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

16.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

16.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

16.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

### 16.4 Professional Liability Insurance

16.4.1 Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Contractor's work or services as defined in this Contract. Coverage shall be written subject to limits of not less than \$2,000,000 per loss, \$4,000,000 aggregate.

16.4.2 If coverage in this Agreement is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Contract is complete.

### 16.5. Fidelity Coverage.

Contractor shall maintain Fidelity Coverage providing employee dishonesty, forgery or alteration, theft, disappearance, destruction, and computer fraud coverage covering Contractor's employees, officials, and agents for Fidelity in the amount of \$100,000. This requirement may be met with Commercial Crime insurance or a Fidelity Bond.

### Abuse/Molestation Coverage

Vendor shall maintain Abuse/Molestation Coverage \$1,000,000 each occurrence; which may be included in Commercial General Liability or Professional Liability.

### 16.6. Deductibles and Self-Insured Retentions

16.6.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-

insured retentions.

16.6.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

16.7 Miscellaneous Insurance Provisions

16.7.1 The policies are to contain, or be endorsed to contain, the following provisions:

16.7.2 Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

16.7.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

16.7.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

16.8 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

16.9 Evidence of Insurance

16.9.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

16.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

16.9.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

16.10 Sub-Contractors.

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

16.11 Conditions

16.11.1 The insurance required for this Contract must be on forms acceptable to County.

16.11.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

16.11.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by

Contractor without prior written approval of County.

16.11.4 Contractor shall promptly notify New Hanover County Senior Resource Center and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

16.11.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

16.11.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

16.11.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

16.11.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

16.11.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

16.11.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

## **17 Addendum**

The RFP package constitutes the entire set of RFP instructions to the vendor. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be mailed to all vendors who are listed with the Finance Office as having received the RFP package.

## **18 Compliance With RFP Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of proposal.

## **19 Right To Reject Proposals**

The County reserves the right to reject any or all proposals.

## **20 E-Verify**

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

## **21 Minority Participation**

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at [www.doa.nc.gov/hub](http://www.doa.nc.gov/hub).

**TECHNICAL SPECIFICATIONS  
IN-HOME AIDE SERVICES  
RFP # 14-0270**

**Scope of Service**

Provide in-home aide services to clients in accordance with the Division of Aging & Adult Services (DAAS) Standards. Background information on the Home and Community Care Block Grant (HCCBG) for In-Home Aide Services is attached to the end of this section as Exhibit 2. The North Carolina Division of Aging & Adult Services Standards is also attached as Exhibit 3. There are three levels of care. Vendors are required to propose on all three levels of care. The in-home aide provider is responsible for performing intake, screening, assessments, reassessments, service plans, and authorization of services to be provided. The cost of providing these services should be included in the total unit cost. New Hanover County Senior Resource Center is the lead agency in New Hanover County and is contracting with the provider to provide a turn-key program. Care Management services are not relative to the in-home aide contract.

**Reporting Requirement**

The Contractor is responsible for submitting information into the Division of Aging and Adult Services ARMS system by the 10<sup>th</sup> day of each month or any deadline established by the AAA (Area Agency on Aging) Region O office. The report will include all units produced in each level of work. Contractor must have internet capability and Windows 2000 to connect to the ARMS system. Technical Assistance will be available through the Division of Aging and AAA.

Information and instruction for reporting can be found on the following website:

<http://www.dhhs.gov//aging/arms/.htm>

**Funding of Program, Consumer Contribution, and Reimbursement**

The Federal and State funds available for the initial contract period from July 1, 2014 to June 30, 2015 are estimated to be \$208,166. The County is requiring the Provider to provide the 10% cash match (\$23,130) for the Federal and State funds. The Division of Aging & Adult Services calculates the 10% match by dividing the total Federal and State funds by 90% and then multiplies the product by 10%. ***Therefore, in preparing the proposal, bidders are to use the total amount of \$ \$231,296 to complete the RFP proposal form and develop unit cost with the understanding that only 90% of the total Service Unit Cost will be reimbursed to the Provider.*** (Note: This service is not an allowable cost under Medicare.)

The HCCBG requires that all participants receiving services with HCCBG monies be given the opportunity to contribute toward the cost of services. The participants should be made aware of the total cost of their services, asked to contribute what they can afford, and informed that the services will not be terminated for inability to pay. All consumer contributions are reported by the Provider as part of the monthly reporting procedure. Expenses incurred in collecting

contributions may be subtracted from the total consumer contribution amount. A copy of the Consumer Contribution Policy & Procedure is attached as Exhibit 4.

The following is an excerpt from the North Carolina HCCBG Procedures Manual for Community Service Providers:

“ . . . reimbursement will consist of 90 percent of the reported requests for allowable reimbursement, less a deduction for any program income reported by the community service provider. The Division will withhold the 10 percent local matching share of the 100 percent of eligible HCCBG expenditures reported for reimbursement. The shares will be computed after the deduction of consumer contribution. An example is presented as follows:

*Provider XYZ submits 3000 units of service at a rate of \$7.50 per unit and also reports \$550 received as program income for the month.*

*The Division of Aging reimburses (3000 x \$7.50) minus \$550 times 90 percent which equates to \$19,755. The Division's accounting records will reflect \$22,500 in total expenditures of which \$550 is program income, \$2,195 is local receipts, and the remaining \$19,755 is HCCBG funds. The 3000 units @ \$7.50 equal \$22,500 in eligible reported expenditures; program income of \$550 is withheld and the remaining \$21,950 is subject to the withholding for the local 10% share which yields the reimbursement of the HCCBG share or \$19,755.”*

The following is an explanation that was given by the County in a previous bidding process:

One of the requirements is that part of the funding, 10%, is cash. The way New Hanover County achieves this is to have the vendor absorb the match (the 10%) as part of his unit cost. For example, if the vendor is going to provide Level I service at “X” dollars, when vendor submits for reimbursement, vendor will only get 90% of the amount submitted. The vendor will not get the 10% and that is counted as match. Therefore, the match requirement becomes a cost of operating that the vendor has to consider when determining unit cost figure. By handling the service in this manner, the County is able to fulfill the matching requirement. By the vendor only being reimbursed 90% of the amount billed to the County, the unreimbursed 10% becomes the cash matching funds.

In the reimbursement process, after the ninety percent amount is determined it is further reduced by the amount of the consumer contribution reported. The vendor is allowed to deduct any costs occurred in collecting consumer contributions. The costs may be from printed material, your staff time, or whatever the cost is in collecting that particular consumer contribution. Those costs can be subtracted out of your consumer contribution; thereby reducing the consumer contribution report. For example, if you collected \$100 in consumer contribution that month, the reimbursement would be reduced by \$100. There is a space on the form to list the consumer contribution and a place for it to be deducted. However, if your cost to collect that consumer contribution was \$90, then technically you would only have to record \$0 as program income because it cost you \$90 to collect. The state will only reimburse collection costs up to amount that was collected. If the costs for

collecting the consumer contribution are more than the consumer contribution, the state will not reimburse the costs that exceed the collected amount.

Service providers are prohibited from using the Recommended Contribution Schedule to solicit contributions from individuals with income at or below the federal poverty level, however, those individuals may make voluntary contributions for services received.

In the event that additional funds may become available during the year, provider shall be prepared to provide additional service within thirty (30) days notification.

**Unit Costs and Total Clients to be Served**

A unit cost must be given for Level I, Level II and Level III services. It is understood that the cost per unit of service for each level will be different.

<b>LEVEL OF SERVICE</b>	<b>MINIMUM % OF THE TOTAL NUMBER OF UNITS SUGGESTED TO BE PROVIDED AT THIS LEVEL OF CARE</b>
Level I	10%
Level II	40%
Level III	35%

This schedule establishes the priorities for 85% of the units leaving a 15% margin for the vendor’s discretion in placement in the different levels of service. For proposal purposes, vendors shall base proposal on providing service to 40-50 clients.

**Transition**

If the contract is awarded to an agency other than the current provider, the New Hanover County Senior Resource Center will act as the mediator between the current Provider and the new Provider. The prime concern to all parties should be to provide a smooth transition for the clients. Provider for the new contract #14-0270 will be given the following information after the award of the proposal **and** after the signing of the contract by the provider.

1. Most current client assessment information
2. Most current client care plan
3. Most recent client enrollment form
4. Any other information pertinent to the clients care

It is the responsibility of the new contractor to assess and develop care plans for all current clients within thirty (30) days of contract beginning date.

## **Audit Requirements**

Providers expending \$500,000 or more in federal financial assistance through the HCCBG, or in combination with other federal funding shall receive an annual independent audit which meet the requirements of the Division of Aging Program Audit Guide for Aging Services, applicable North Carolina General Statutes and Local Government Commission requirements, and OMB Circular A-133. For-profit community service providers shall have an annual compliance audit which meets the requirements of A-133. The audit shall be performed within nine (9) months of the close of the provider's fiscal year. Upon completion of the audit, non-profit and for-profit providers shall provide a copy of the audit report and any opinion letter simultaneously to the County and the Area Agency. Federal funds will not reimburse the cost of a single audit if the total of all federal funds expended by the provider is less than \$500,000.

## **Provider Requirements**

Provider shall be currently licensed by the North Carolina Department of Health Service Regulation Licensure Standards as a home care agency and shall have operated as a licensed home care agency in the State of North Carolina for at least two (2) years.

## **Exhibits**

The following items are considered part of these requirements to be met by all vendors.

- # 1 NC Department of Health Service Regulation (DHSR) Licensure Standards
- #2 Background information on Home and Community Care Block Grant for In-Home Aide Services
- # 3 North Carolina Division of Aging & Adult Services (DAAS) Standards
- # 4 Consumer Contribution Policy & Procedures
- # 5 NC DAAS Monitoring Tool for In-Home Aide Services
- #6 HCCBG Budget Forms

EXHIBIT 1

**NC DEPARTMENT OF HEALTH SERVICE REGULATION**

<http://www.ncdhhs.gov/dhsr/>

Go to above website and read and acknowledge that you have read all Rules and Regulations that apply to In-Home Aide Staffing and Services

**EXHIBIT #2**

**Read**

**BACKGROUND INFORMATION ON HCCBG FOR IN-HOME AIDE SERVICE**

<http://www.ncdhhs.gov/aging/manual/hccbg/hccbg.htm>

[Above site contains HCCBG Manual for all HCCBG providers](#)

<http://www.ncdhhs.gov/aging/services/inhome.htm>

[Above site includes in-Home Aide service descriptions, procedures and standards](#)

**EXHIBIT # 3**

**NC DIVISION OF AGING & ADULT SERVICES (DAAS) STANDARDS**

**IN-HOME AIDE SERVICES – POLICIES & PROCEDURES**

**CLIENT REGISTRATION - DAAS 101 FORM**

**<http://www.ncdhhs.gov/aging/svcstd/inhome/In-HomeAide.pdf>**

**Information needed to provide In-Home Aide Services.**

**Exhibit #4**

**Consumer Contributions Policies and Procedures**

**[www.ncdhhs.gov/aging/MANUAL/consumercontributions.pdf](http://www.ncdhhs.gov/aging/MANUAL/consumercontributions.pdf)**

**Exhibit #5**

Monitoring Tool for DAAS In-Home Aide Services

<http://www.ncdhhs.gov/>

Search: In Home Aide Monitoring Tool

**EXHIBIT 6  
HCCBG BUDGET FORMS**

<http://www.ncdhhs.gov/aging/cobudget/cobudgdn.htm>

**Budget forms to be completed by Service Provider as per Instructions and included with RFP.**

[732-14XLS](#)

[732A.XLS \(follow instructions\)](#)

[732A1.XLS \(follow instructions\)](#)

[732Supplement.XLS](#)

[733-14.DOC](#)

[734-14.DOC \(sign and attach\)](#)

[734HCCBGinHomeClientsRights.doc](#)

**Please save the above forms from the website to use, as the cells contain background formulas and will self-calculate as you enter requested information.**

**COUNTY OF NEW HANOVER, NORTH CAROLINA  
 BID PROPOSAL FORM  
 IN-HOME AIDE SERVICES  
 BID # 14-0270**

**Wednesday, March 26, 2014  
 1:00 PM EST.  
 Finance Conference Room 500**

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bid Proposal**

Level of Service	Number of Clients	Number of Units of Service	X	Service Unit Cost**	=	Extended Price
*Level I			X	\$	=	\$
*Level II			X	\$	=	\$
*Level III			X	\$	=	\$
Total		*				\$231,296

**\*Information on this bid proposal must match DOA 732.**

**Attachments to Proposal**

- Exceptions Form
- Letter of Transmittal
- Code of Conduct
- Management Questionnaire
- E-Verify
- Financial Integrity Form
- Evidence of Bidder's insurability** - certificate of insurance from the bidder's insurance provider or a letter from bidder's insurance agent summarizing the County's insurance requirements and stating that the bidder will be approved for the coverage if awarded the contract must be included with the bidder's proposal.
- Copy of state license
- 732-14XLS
- 732A.XLS Form
- 732A1.XLS
- 732 Supplement
- 733-14.DOC
- 734-14.DOC
- 734HCCBG In-HomeClientssRights.doc

**Notice to Proceed**

The undersigned, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified within ten (10) days after the award and to begin the implementation process to provide the in-home aide services listed in this bid proposal effective as of the date stated in the contract.

**Addendum**

Receipt of the following Addendum is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_, 2014

**Bidder Information**

Please check as appropriate and complete the items below.

The Bidder is:

\_\_\_\_\_ An Individual

\_\_\_\_\_ A Partnership between:\_\_\_\_\_

\_\_\_\_\_ A Joint Venture consisting of:\_\_\_\_\_

\_\_\_\_\_ A Corporation organized under the laws of the State  
of\_\_\_\_\_.

(List name of state appearing on the corporate seal and affix seal below where indicated.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

TITLE:\_\_\_\_\_

COMPANY:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX:\_\_\_\_\_

EMAIL:\_\_\_\_\_

**EXCEPTION FORM**

**Any exception to the bid shall be listed on this page. Attach additional pages if necessary.**



## CODE OF CONDUCT

Each recipient of award shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents in contracting with and/or expending Older Americans Act funds and State appropriations.

The recipient agencies officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient agency or by contractors or their agents.

Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Consideration will be given to such matters as bidder's integrity, compliance with public policy, record of past performance and financial and technical resources.

I have read and fully understand the context of the information above.

---

Signature

---

Title

---

Date

## Management Questionnaire

**Attach Background Check Report on all Principals.**

**Agency/Organizations submitting proposal:**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Website:** \_\_\_\_\_

The Management Questionnaire seeks specifics on how the proposer will oversee the actual service delivery to assure:

- \_\_\_ Quality and delivery requirements are met;
- \_\_\_ Fiscal systems accurately track and report revenue and 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 ( <i>Agencies must be certified through the NC Dept. of Administration</i> ) |            |
| ___ Other (specify) _____  |            |

2. The Governing Body: (Attach a copy of roster of members/board.)
- |                           |   |
|---------------------------|---|
| ___ Board of Directors    | ___ Elected officials (State, City, County) |
| ___ Other (specify) _____ |   |

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

	Date Adopted or Last Date Reviewed
Written Personnel 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	_____

4. Service(s) being proposed:

SERVICE	COUNTY
_____	_____
_____	_____
_____	_____
_____	_____

5. Agency/organization has been in operation \_\_\_\_\_ years.

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

Service	# of years
1. _____	_____
2. _____	_____
3. _____	_____

7. Agency/organization is/was an Area Agency on Aging contracted service provider?  
yes\_\_ no \_\_.

8. 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)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Bank: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

10. 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	_____

11. 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.
12. 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 New Hanover County for each RN assigned.
13. 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:

1. Name of company
2. Address
3. Telephone number
4. Contact person including email address
5. Brief description of the type and length of service provided.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (hereinafter Affiant), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES \_\_\_\_\_, or

b. NO \_\_\_\_\_

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This \_\_\_\_ day of \_\_\_\_\_, 2013.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission Expires: Notary Public (Affix Official/Notarial

**FINANCIAL INTEGRITY FORM**

Name of Company: \_\_\_\_\_

**Trade References**

(List at least three (3) Trade References including name of company, address, contact person, phone number, or email address.)

**Bank References**

(List Bank References including account number)

**Other Information**

**Attest Verification: (provide documentation)**

- a) not been “suspended or debarred” by the State of NC ([www.osbm.state.nc.us](http://www.osbm.state.nc.us))
- b) do not owe unpaid taxes to the State of NC ([www.epls.gov](http://www.epls.gov))
- c) do not owe unpaid taxes to the Internal Revenue Service (<http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check>)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

\_\_\_\_\_ no    \_\_\_\_\_yes    If “yes”, please attach details.

I authorize New Hanover County to use the information provided herein to check my credit history. The credit check may include but is not limited to inquiries made to regional or national credit information clearing houses.

If the corporation is listed *and* rated with Dun & Bradstreet, bidder shall provide Dunn & Bradstreet number.

*I understand that failure to provide all required information is grounds for rejection of proposal.*

**Dun & Bradstreet Number** \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Person Signing:

\_\_\_\_\_

**EVALUATION FORM  
IN-HOME AIDE SERVICE**

**To be completed by the Evaluation Team**

	<b>BIDDER #1</b>	<b>BIDDER #2</b>	<b>BIDDER #3</b>	<b>BIDDER #4</b>
Exception Form				
Letter of Transmittal				
Code of Conduct				
Management Questionnaire				
E-Verify				
Financial Integrity Form				
732-14XLS				
732 A.XLS Form				
732A1.XLS				
732 Supplement				
733-14.DOC				
734-14.DOC				
734 HCCBG In-Home Client's Right.doc				

**INSURANCE REQUIREMENT (enter yes/no- discard file if no)**

	<b>BIDDER #1</b>	<b>BIDDER #2</b>	<b>BIDDER #3</b>	<b>BIDDER #4</b>
Certificate of Insurance from Bidder's Insurance Provider				
Or-Letter from Bidder's Insurance Agent summarizing the County's Insurance Requirements and stating that the bidder will be approved for the coverage if awarded the contract.				

**STATE LICENSURE: (enter yes/no- discard file if no)**

	<b>BIDDER #1</b>	<b>BIDDER #2</b>	<b>BIDDER #3</b>	<b>BIDDER #4</b>
Copy of State License enclosed				

**ADDENDUM ACKNOWLEDGED:**

	<b>BIDDER #1</b>	<b>BIDDER #2</b>	<b>BIDDER #3</b>	<b>BIDDER #4</b>
Addendum No.				

**BIDDER INFORMATION:**

	<b>BIDDER #1</b>	<b>BIDDER #2</b>	<b>BIDDER #3</b>	<b>BIDDER #4</b>
Bidder is: "I" individual, "P" Partnership. "JV" Joint Venture "C" Corporation, "O" Other				
Home Office is Located (Enter City, State)				
Years of Service in Community				
Level I quote				
Level II quote				
Level III quote				
Total # Units to be provided				
Number RN's on staff				
Number Case Managers on staff				
Number Support Staff				
Reference #1				
Reference #2				
Reference #3				
PROS				
CONS				

**DRAFT CONTRACT FOR REVIEW BY BIDDER**

NORTH CAROLINA

**AGREEMENT**

NEW HANOVER COUNTY

**THIS CONTRACT** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and \_\_\_\_\_, a \_\_\_\_\_, duly authorized to do business in the state of North Carolina, (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County and the Contractor have negotiated a contract for the performance of certain professional services, and County wishes to enter into an Agreement with Contractor; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide In-Home Aide Services in accordance with and as more fully described in Exhibit "A," attached hereto and incorporated herein by reference.

2. **Term of Contract.** The term of the contract is from **July 1, 2014** through midnight on **June 30, 2015**. This contract is contingent upon receipt of federal funding; any reduction or withdrawal of funding shall constitute grounds for Agency to forthwith terminate all or a portion of this contract.

The parties may by written agreement renew this agreement for four (4) additional one (1) year periods upon the same terms and conditions as set forth herein except that to adjust for inflationary factors, price per unit of service charged will be negotiated to

determine a guaranteed fixed price per unit of service. Any rate adjustments established will be effective July 1<sup>st</sup> of each renewal year and the increase shall not exceed the Consumer Price Index (CPI) inflation percentage as furnished by the NC Division of Aging.

3. **Payment.** The price per unit of service will be as follows:
  - a. In-Home Aide Level I \_\_\_\_\_ unit cost
  - b. In-Home Aide Level II \_\_\_\_\_ unit cost
  - c. In-Home Aide Level III \_\_\_\_\_ unit cost

County shall pay the Contractor the established unit cost per level of service for each delivered unit of service that satisfies all requirements of this Contract. Contractor shall submit monthly bills to the Department of Aging monthly bills shall be paid by the County within thirty (30) days of receipt of invoice and reimbursement to County from Division of Aging.

4. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of bodily injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

5. **Insurance.** Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

6. **Minimum Scope and Limits of Insurance**

- 6.1 **Commercial General Liability**

- 6.1.1 Contractor shall maintain Commercial General

Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

6.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract , including the tort liability of another assumed in a business contract.

6.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

6.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.1.5 Contractor shall maintain CGL including abuse/molestation coverage, and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

## 6.2 Workers' Compensation and Employer's Liability

6.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

6.2.2 The Employer's Liability, and if necessary,

Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

6.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

### 6.3 Business Auto Liability

6.3.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

6.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

6.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

6.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

### 6.4 Professional Liability Insurance

6.4.1 Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Contractor's work or services as defined in this Contract. Coverage shall be written subject to limits of not less than \$2,000,000 per loss, \$4,000,000 aggregate.

6.4.2 If coverage in this Agreement is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2)

years beginning from the time that work under the Contract is complete.

6.5. Fidelity Coverage. Contractor shall maintain Fidelity Coverage providing employee dishonesty, forgery or alteration, theft, disappearance, destruction, and computer fraud coverage covering Contractor's employees, officials, and agents for Fidelity in the amount of \$100,000. This requirement may be met with Commercial Crime insurance or a Fidelity Bond.

6.6 Deductibles and Self-Insured Retentions

6.6.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

6.6.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

6.7 Miscellaneous Insurance Provisions

6.7.1 The policies are to contain, or be endorsed to contain, the following provisions:

6.7.2 Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

6.7.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

6.7.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6.8 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

6.9 Evidence of Insurance

6.9.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

6.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

6.9.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

6.10 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

6.11 Conditions

6.11.1 The insurance required for this Contract must be on forms acceptable to County.

6.11.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

6.11.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

6.11.4 Contractor shall promptly notify New Hanover County Senior Resource Center and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or

property damage.

6.11.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.11.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

6.11.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

6.11.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

6.11.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

6.11.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

7. **Default and Termination** In the event that the Contractor materially breaches any one of the terms or conditions contained in this Contract, County may terminate this contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work out of the hands of the Contractor. County may deduct all costs of completing the Contract from any monies due or which may become due to the Contractor. If funds for this program are terminated or otherwise unavailable, this Contract is automatically null and void and the County is relieved from any of the responsibility except for units of service already completed.

At such time this Contract is terminated, the Contractor will be required to provide

the new Contractor the following information:

1. Most current client assessment information
2. Most current client care plan
3. Most recent client enrollment form
4. Any other information pertinent to the clients care

8. **Non-Waiver of Rights.** The parties hereto mutually agree that County's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

9. **Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of his or her subcontractors and of persons and organizations employed by them to the same extent that Contractor would be responsible for these acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County to pay any money due any such subcontractor or other person or organization, except as may otherwise be required by law. Contractor shall not subcontract without the express written consent of the County.

10. **Assignment.** The parties mutually agree that this Agreement is not assignable and shall not be assigned by either party without the written consent of the other party and the surety to this contract.

11. **Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the project, which is the subject of this contract because of age, race, creed, color, sex, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Acts of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable Federal, State and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discriminations. Violation of this provision, after notice, shall be a material breach of this Agreement and

may result, at County's option, in a termination or suspension of this Agreement in whole or in part.

12. **Familiarity with Laws.** The Contractor specifically acknowledges that it has made himself familiar with all Federal, State and local laws, ordinances, rules and regulations, including all Federal and State Occupational Safety and Health Act (OSHA) requirements, which may in any manner affect those engaged or employed in the work of the project, or the materials or equipment in or about such work, or in any way affect the conduct of such work and agrees that its employees, subcontractors and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents that are contrary to or inconsistent with any such law ordinance, rule or regulation, Contractor shall immediately give notice thereof to the County in writing, identifying any items of work affected, and shall not proceed until it has received written direction from the County with respect to these items. If the Contractor performs contrary to or inconsistently with any such law ordinance rule or regulation without giving such notice, Contractor shall bear all costs, which are a consequence of such performance.

13. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**  
New Hanover County Department of Aging  
Attention: Ben Brow, Manager  
2222 South College Road  
Wilmington, NC 28403

**To Contractor:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **Independent Contractor.** The parties hereto mutually understand and agree that Contractor is an independent Contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any

County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

15. **Interpretation.** All of the terms and conditions contained in the contract documents shall be interpreted in accordance with the laws of the State of North Carolina.

16. **No Construction Against Drafter.** This Agreement has been negotiated and drafted by both parties, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement.

17. **Contract Under Seal.** The parties hereto expressly agree to create a contract under seal.

18. **Entire Understanding.** This Contract constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Contract shall be effective unless evidenced by a signed writing.

19. **E-Verify Compliance.** Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors, if applicable. County requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

NEW HANOVER COUNTY

[SEAL]

\_\_\_\_\_  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

[CORPORATE SEAL]

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

\_\_\_\_\_  
County Finance Director

\_\_\_\_\_  
County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Sheila Schult personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its \_\_\_\_\_ Manager, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s)he is Secretary of \_\_\_\_\_ a \_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, \_\_\_\_\_, sealed with its official seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

**AFFIDAVIT**

COUNTY OF \_\_\_\_\_

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I, \_\_\_\_\_ (hereinafter Affiant), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

- a. YES \_\_\_\_\_, or
- b. NO \_\_\_\_\_

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired. This \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)