REQUEST FOR PROPOSALS

IN-HOME AIDE SERVICES
FOR THE
NEW HANOVER COUNTY DEPARTMENT OF AGING

RFP #20-0085

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
INDEX OF ITEMS INCLUDED IN REQUEST FOR PROPOSAL PACKAGE

Copy of Advertisement

Schedule

Bidder Instructions

Technical Specifications

Exhibits:

# 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

Bid Proposal Form
Exceptions Form
Letter of Transmittal
Code of Conduct
Management Questionnaire
E-Verify Form
Financial Integrity Form
Evaluation Form (To be completed by County Evaluation Team)
Draft Contract (For review only)
COUNTY OF NEW HANOVER, NORTH CAROLINA

REQUEST FOR PROPOSALS
IN-HOME AID 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 # 20-0085” will be accepted until 1:00 pm EST, Tuesday, AUGUST 15, 2019.

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: July 25, 2019
NEW HANOVER COUNTY
IN-HOME AIDE SERVICES
RFP #20-0085

Scope

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

Schedule

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Advertisement</td>
<td>Thursday, JULY 25, 2019</td>
</tr>
<tr>
<td>Deadline for County’s receipt of Questions from bidders</td>
<td>Thursday, AUGUST 1, 2019 at 3:00 p.m. EST</td>
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<tr>
<td>Deadline for Receipt of Proposals</td>
<td>Thursday, AUGUST 15, 2019 at 1:00 PM EST</td>
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<tr>
<td>New Hanover County Finance Office</td>
<td></td>
</tr>
<tr>
<td>Proposed Date of Award</td>
<td>Monday, SEPTEMBER 3, 2019</td>
</tr>
<tr>
<td>Effective date for beginning of new contract</td>
<td>OCTOBER 1, 2019</td>
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</table>
1. Questions

After the RFP issue date, all communications between the County and prospective bidders regarding this RFP shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Finance by emailing 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, Thursday, August 1, 2019.

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 # 20-0085", 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. Late Proposals

Any proposals received after the scheduled closing time for the receipt of proposals will not be accepted. It is the responsibility of the Proposer to have their proposal in the office specified in the Advertisement for Bids by the time and date of the opening.

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, staffing retention, and customer satisfaction 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 $.17 per client per month.
10. Payment

Provider is responsible for submitting monthly reimbursable units into the NC Aging Resource Management System (system). 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 October 1, 2019 through June 30, 2020. 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 1st 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. Services spread out each month in order for eligible customers to receive service throughout the fiscal year.

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 their 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 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFP.

22 Federal Uniform Guidance

The source of funds for this contract is federal funds; therefore, 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); 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. § 200.322); and Record Retention Requirements (2CFR § 200.324). (See the following document
FEDERAL UNIFORM GUIDANCE REQUIREMENTS

1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   2.5 Bidder will furnish all information and reports required by
Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such
work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work.
financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Act and Federal Water Pollution Control Act:
   6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
   6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.
   6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment.
   7.1 This Agreement is a covered transaction for purposes of 2
C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

10. Access to Records. The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Bidder agrees to provide the FEMA Administrator or his
authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.
TECHNICAL SPECIFICATIONS
IN-HOME AIDE SERVICES
RFP # 20-0085

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 (IHA) 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 in home aide care (level I, level II, and level III). Vendors are required to propose on all three levels of care. The in-home aide contractor is responsible for performing intake, screening, assessments, reassessments, service plans, authorization of services to be provided, submitting HCCBG budget forms, entering monthly service units, and if applicable maintaining an IHA waiting list. 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, however the contractor shall communicate client concerns to the NHC Senior Resource Center and/or make appropriate adult protective service referrals in the event of alleged abuse, neglect or exploitation.

Reporting Requirement

The Contractor is responsible for submitting unit information into the Division of Aging and Adult Services ARMS system by the 10th day of each month or any deadline established by the AAA (Area Agency on Aging) Region O office. Failure to submit units or client information in ARMS past the monthly deadline, may result in a payment delay. The report will include all units produced in each level of work, client service codes, and client information. Contractor must have internet capability and Windows 2010 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: https://www.ncdhhs.gov/divisions/aging-and-adult-services/aging-resource-management-system-arms

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

Funding of Program, Consumer Contribution, and Reimbursement

The Federal and State funds available for the initial contract period from October 1, 2019 to June 30, 2020 are estimated to be $160,003. The County is requiring the Provider to provide
the 10% cash match ($17,778) 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%. If the contract is renewed following June 30, 2020, it is estimated the contract allocation is $220,000 and the contractor is required to match. Therefore, in preparing the proposal, bidders are to use the total amount of $177,781 for year one 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. Service providers must have written procedures to account for and safeguard all contribution. In developing these procedures, refer to the Practice Guidelines in the referenced document. https://files.nc.gov/ncdhhs/documents/files/consumercontributions.pdf

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.

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.

<table>
<thead>
<tr>
<th>LEVEL OF SERVICE</th>
<th>MINIMUM % OF THE TOTAL NUMBER OF UNITS SUGGESTED TO BE PROVIDED AT THIS LEVEL OF CARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I</td>
<td>10%</td>
</tr>
<tr>
<td>Level II</td>
<td>40%</td>
</tr>
<tr>
<td>Level III</td>
<td>35%</td>
</tr>
</tbody>
</table>
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 #20-0085 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 and service dates/times
3. Most recent client enrollment forms
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 twenty-one (21) days of contract beginning date.

**Sub-Contract Monitoring**

The contractor is subject to annual sub-contract monitoring by the Senior Resource Center and Area Agency on Aging. Sub-contractor monitoring is in compliance with the Division of Aging and Adult Services standards.

**Other**

The contractor is required to attend scheduled monthly HCCBG provider meetings at the Senior Resource Center to review monthly and year to date service delivery, such as units rendered and client collaboration.

The contractor is required to send bi-monthly client service deviation reports to the Senior Resource Center.
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/dhssr/

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


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


Information needed to provide In-Home Aide Services.
Exhibit #4

Consumer Contributions Policies and Procedures

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 # 20-0085

Bid due by: Thursday, August 15, 2019 at 1:00 PM EST.

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

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Number of Clients</th>
<th>Number of Units of Service</th>
<th>X</th>
<th>Service Unit Cost**</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Level I</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>*Level II</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>*Level III</td>
<td></td>
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<tr>
<td>Total</td>
<td></td>
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<td>*</td>
<td></td>
<td>=</td>
<td>$</td>
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</tbody>
</table>

*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___________________, 2019
Addendum No. ___________________________ Date___________________, 2019
Addendum No. ___________________________ Date___________________, 2019
Addendum No. ___________________________ Date___________________, 2019
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.
LETTER OF TRANSMITTAL

Agency: ____________________________________________________________

Legal Name

_________________________________________________________________

Street Address

_________________________________________________________________

City                     State                     Zip Code

_________________________________________________________________

Phone

_________________________________________________________________

Name of Executive Director

Indicate primary persons and their titles that will be associated with the proposal:

______________________________________          ___________________________________

______________________________________          ___________________________________

______________________________________          ___________________________________

Grants Manager: ________________________________________________________________

I hereby Certify that I have read and understood and will abide by all the terms of the Home & Community Care Block Grant proposal process:

___________________________________

Signature

___________________________________

Date
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
   ____ Private, non profit
   ____ Profit
   ____ County
   ____ City
   ____ School
   ____ Minority/women business enterprises (Agencies must be certified through the NC Dept. of Administration)
   ____ 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:

   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:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>COUNTY</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

5. Agency/organization has been in operation _____________ years.

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

<table>
<thead>
<tr>
<th>Service</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Functions</th>
<th>Title(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selects staff and implements personnel policies and practices</td>
<td></td>
</tr>
<tr>
<td>Prepares and monitors annual budget</td>
<td></td>
</tr>
<tr>
<td>Provides the governing body with information necessary for them to understand and evaluate the program.</td>
<td></td>
</tr>
<tr>
<td>Establishes communication and coordination with community services.</td>
<td></td>
</tr>
<tr>
<td>Assures adequate program supervision and service delivery.</td>
<td></td>
</tr>
<tr>
<td>Submits fiscal and program reports</td>
<td></td>
</tr>
<tr>
<td>Evaluates and refines the service to effectively meet its goal.</td>
<td></td>
</tr>
<tr>
<td>Develops policies on client’s service.</td>
<td></td>
</tr>
<tr>
<td>Provides supervision/performance evaluations</td>
<td></td>
</tr>
</tbody>
</table>

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:
<table>
<thead>
<tr>
<th></th>
<th>1. Name of company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Address</td>
</tr>
<tr>
<td></td>
<td>3. Telephone number</td>
</tr>
<tr>
<td></td>
<td>4. Contact person including email address</td>
</tr>
<tr>
<td></td>
<td>5. Brief description of the type and length of service provided.</td>
</tr>
</tbody>
</table>
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 ________________, 2019.

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 ________________, 2019.

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)
b) do not owe unpaid taxes to the State of NC (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

<table>
<thead>
<tr>
<th>Exception Form</th>
<th>BIDDER #1</th>
<th>BIDDER #2</th>
<th>BIDDER #3</th>
<th>BIDDER #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Transmittal</td>
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<tr>
<td>Code of Conduct</td>
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<tr>
<td>Management Questionnaire</td>
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<tr>
<td>E-Verify</td>
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<tr>
<td>Financial Integrity Form</td>
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</tr>
<tr>
<td>HCCBG Experience</td>
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<tr>
<td>732-14XLS</td>
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<tr>
<td>732 A.XLS Form</td>
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<tr>
<td>732A1.XLS</td>
<td></td>
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<tr>
<td>732 Supplement</td>
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<td>733-14.DOC</td>
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<td>734 HCCBG In-Home Client’s Right.doc</td>
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INSURANCE REQUIREMENT (enter yes/no- discard file if no)

<table>
<thead>
<tr>
<th>Certificate of Insurance from Bidder’s Insurance Provider</th>
<th>BIDDER #1</th>
<th>BIDDER #2</th>
<th>BIDDER #3</th>
<th>BIDDER #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
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STATE LICENSURE: (enter yes/no- discard file if no)

<table>
<thead>
<tr>
<th>Copy of State License enclosed</th>
<th>BIDDER #1</th>
<th>BIDDER #2</th>
<th>BIDDER #3</th>
<th>BIDDER #4</th>
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ADDENDUM ACKNOWLEDGED:

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<tr>
<th>Addendum No.</th>
<th>BIDDER #1</th>
<th>BIDDER #2</th>
<th>BIDDER #3</th>
<th>BIDDER #4</th>
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**BIDDER INFORMATION:**

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<tr>
<td>Home Office is Located (Enter City, State)</td>
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<td>Years of Service in Community</td>
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<td>Level I quote</td>
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<td>Level II quote</td>
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<td>Level III quote</td>
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<td>Total # Units to be provided</td>
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<td>Number RN’s on staff</td>
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<td>Number CNA’s on staff</td>
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<td>Number Support Staff</td>
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DRAFT CONTRACT FOR REVIEW BY BIDDER

NORTH CAROLINA

NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT is made and entered into this the ____ day of______, 2019 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. Time of Performance. The term of the contract is from October 1, 2019 through midnight on June 30, 2020. 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.

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 in an amount not to exceed _________________ ($______) Dollars. Contractor shall submit
monthly bills to the Division of Aging and Adult Services and monthly payment shall be paid by the County within thirty (30) days of receipt of invoice and reimbursement to County from Division of Aging and Adult Services.

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 1st 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. **Funding of Program, Reporting, and Payment**

3.1 **Funding**: The Federal and State funds available for the initial contract period from October 1, 2019 to June 30, 2020 are estimated to be $160,003. The County is requiring the Provider to provide the 10% cash match ($17,778) 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%.

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

3.2 **Reporting Requirement**: The Contractor is responsible for submitting unit information into the Division of Aging and Adult Services ARMS system by the 10th day of each month or any deadline established by the AAA (Area Agency on Aging) Region O office. Failure to submit units or client information in ARMS past the monthly deadline, may result in a payment delay. The report will include all units produced in each level of work, client service codes, and client information. Contractor must have internet capability and Windows 2010 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:

Contractor, acting as the “sub-contractor service provider” will collect, account for, and provide data through ARMS for Consumer Contributions as per the following NCDHHS paragraph:

“Collections Procedures and Financial Management”
Solicitation and collection of consumer contributions will be carried out by the agency that receives the funding and authorizes the service for recipients, or by the sub-contracting service provider. If the sub-contractor is responsible, this duty must be included in the service contract.
Service providers must have written procedures to account for and safeguard all contributions. In developing these procedures, refer to the Practice Guidelines in Appendix A of the referenced document.

3.3 **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 units and invoices to the Division of Aging and Adult Services in the Aging Resource Management System (ARMS) and copy the Senior Resource Center. Payment will be made to the contractor bills to within thirty (30) days of receipt of the reimbursement to County from Division of Aging.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or
services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **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, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. **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.

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

7.1 **Commercial General Liability**

7.1.1 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.

7.1.2 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.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or
7.1.4 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.

7.1.5 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.

7.2 Workers' Compensation and Employer's Liability

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

7.2.2 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.

7.2.3 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.

7.3 Business Auto Liability

7.3.1 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. Personal auto insurance may be accepted in lieu of
Business Auto Insurance.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3 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.

7.3.4 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.

7.4 Professional Liability Insurance

7.4.1 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.

7.4.2 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.

7.5 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.

7.6 Deductibles and Self-Insured Retentions

7.6.1 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.

7.6.2 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.

7.7 **Miscellaneous Insurance Provisions**

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

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.8 **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.

7.9 **Evidence of Insurance**

7.9.1 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.

7.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.
7.9.3 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.

7.10 **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.

7.11 **Conditions**

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

7.11.2 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.

7.11.3 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.

7.11.4 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.

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

7.11.6 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.

7.11.7 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.

7.11.8 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.

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

7.11.10 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.

8. **Independent Contractor.** The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen’s compensation, or pension and retirement benefits.

9. **Default and Termination.** If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County’s mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County’s reasonable satisfaction, 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 or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of
termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

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

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to
give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **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.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontractors.** The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County. If subcontractors are approved by the County, 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.

15. **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.

16. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

17. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

18. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

19. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

20. **Assignment.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party and the surety to this contract.

21. **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.
22. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

23. **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

24. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200) and as more specifically set forth in Uniform Guidance Required Provisions Addendum attached hereto and incorporated herein by reference.

25. **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 Senior Resource Center
   Attention: Amber Smith, Director
   2222 South College Road
   Wilmington, NC 28403

   **To Contractor:**

   ____________________________
   Attn: ____________________________
   ____________________________
   ____________________________
   ____________________________
   ____________________________
26. **Contract Under Seal.** The parties hereto expressly agree to create a contract under seal.

CONTRACTOR:

[CORPORATE SEAL]

________________________________
Signature

______________________________
Printed Name

ATTEST:

______________________________
Title

ATTEST:

______________________________
Secretary

STATE OF ______________

_________________COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that __________________________ came before me this day and acknowledged that (s)he is President of __________________________, a __________________________, and that by County duly given and as the act of the corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this ___ day of ________________, 2019.

________________________________
Notary Public

My commission expires: ________________

II. Access to Records. The following access to records requirements apply to this contract:

a. The Contractor agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency Administrator or the Comptroller General of the United States.

III. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place
a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

VI. Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act
as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


IX. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

X. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

XI. Federal Government Hold Harmless. This Agreement is made upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third
parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same
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 ______________, 2019.

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 ______________, 2019.

My Commission Expires:

__________________________  _________________________
Notary Public  Affix Official/Notarial Seal