

Chatham County Council on Aging Policy and Procedure for Requests for Bids (RFB) for In-Home Aide [2019]

To be eligible for consideration, the proposing company must be capable of supplying the services as noted herein and must be financially solvent as evidenced by financial statements or a Dun and Bradstreet or similar review.

I. Submittal Date, Location, and Opening

Bids will be received until 5:00 pm on the date published as the Closing Bid Date. Bids sent in writing or faxed on the proposing firm's letterhead or by email are acceptable. Proposing firms will be expected to allow adequate time for delivery of their bids, either by airfreight, postal service, or other means.

Bids can be mailed to P.O. Box 715, Pittsboro, NC 27312, physically dropped off at the Eastern Chatham Senior Center 365 Highway 87 N Pittsboro, the Western Chatham Senior Center 112 Village Lake Rd Siler City, or via email at wanda.stone@chathamcouncilonaging.org.

Proposals should be delivered in a sealed envelope plainly marked "Chatham County Council on Aging In-Home Aide RFB" or this statement should be used in subject line of proposal submitted via email. The proposers' names will be recorded and listed; however, the proposals will not be public record until an award is made.

II. Late Bids

The closing bid date is **Friday, May 10, 2019 at 5 pm**. Late bids will not be accepted under any circumstances.

III. Definition and Context

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

IV. Conditions of Bid Submittal

- A. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejections of the bid. However, the Chatham County Council on Aging (the Agency) reserves the right to change the conditions, requirements, and specifications as it deems necessary.
- B. The bid must be signed by a duly authorized official of the proposing company submitting the bid.
- C. No bid will be accepted from any person, company, or corporation that is in arrears for any obligation to the agency, or that otherwise may be deemed irresponsible or unresponsive by agency staff or the Board of Directors.
- D. Only one bid will be accepted from any person, company, or corporation.

- E. All prices quoted must be firm for a period of ninety (90) days following the opening of the bid with the awarded price good for a period of one year.
- F. The Agency reserves the right to reject any and all bids or any part thereof and to award the bid to the most responsive and responsible proposing company as deemed in the best interest of the Agency.
- G. All bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Promotional material will not be considered as part of the bid and will not affect the evaluation of the bid.
- H. All costs, including travel and expenses, incurred in the preparation of this bid shall be borne solely by the proposing company.
- I. The Agency reserves the right to request additional references.
- J. The Agency will not return to proposing firms bids or other information supplied to the Agency.
- K. The Agency reserves the right to extend the awarded service for a period of one year on the same bid specification.
- L. Chatham County Council on Aging seeks a minimum of three responsive bids for bidding evaluation. Should there be less than three (3), the bid may be let a second time. The Agency reserves the right to award on less than three bids.

V. Evaluation of Bids

A selection will be made on the basis of the bids received. The company(ies) selected for a contract award will be chosen on the basis of the benefits to the Agency and not necessarily on the basis of lowest price. **The Council on Aging is interested in agencies committed to providing quality and responsive service and a fair, living wage for its in-home aides.** All proposals will be evaluated by a team assembled on the recommendation of the Council's Programs and Services Committee. The Agency's Board shall make the final determination of the company selected.

The Agency reserves the right to reject any or all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of the Chatham County Council on Aging and its service clients. No proposals will be accepted from any person or organization that is in arrears for any obligation to the Agency, or that otherwise may be deemed irresponsible or unresponsive by Agency staff and Board of Directors.

The Agency reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the Agency or defaults on their contract.

The Agency reserves the right to negotiate with any, none or all of the proposing vendors. No agreements with any selected vendor shall be binding until a contract is signed and executed by the Agency Board of Directors and authorized representatives of the vendor.

VI. Evaluation Criteria

The recommendation will be based on the proposal which best meets the Agency's needs taking into consideration a number of criteria, including:

- A. The degree to which the bid meets or exceeds the terms of the specifications as advertised, including insurances, licenses and assurances.
- B. Results of reference checks and past performance for other clients.
- C. Past performance with the Agency, including responsiveness to the needs of the Agency both in the time to deliver and services to be offered.
- D. Perceived ability to provide quality and responsive service, including assuring the availability of qualified aides to serve the Council's clients in a timely manner.
- E. Projected and demonstrated average time from receiving client referral to actually providing aide service in the home.
- F. Price. **The Council is committed to assuring that the provider is offering its in-home aides a fair, living wage.**
- G. At least three years of business operations in the bidded service.

VII. Bid Preparation and Information

- A. Bids submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the bid to the Agency.
- B. Bids shall include the following:
 1. A cover letter shall be provided that states the name, address, and telephone number of the proposing company. The letter must bear the signature of the person having the authority to make the bid for the company and bind the company in a formal contract with the Chatham County Council on Aging.
 2. A response that defines the methods and means by which the proposing company will deliver the equipment or service(s) outlined in this bid.
 3. Completed and clear indication of how the company will satisfy the bid specifications with an indication and explanation of any variances (in narrative or tabular format).
 4. A project timeline that outlines the estimated date of delivery or start-up of service.
 5. Total bid price.
 6. An indication of the company's commitment to providing its in-home aide workers a fair, living wage.
 7. A list of three appropriate references with current contact information (including contact persons, telephone numbers, and email if available) for which similar work has been performed. These references should be other agencies who have used the bidder's services for at least a year. Ideally this would include at least one reference from an agency whose funding source included the Home and Community Care Block Grant.

8. The vendor must state that the proposal was made without any connection with any other person, company or parties making a similar proposal and that it is in all respects fair and in good faith without collusion and fraud.
- C. Submission of a bid shall be taken as an indication that the proposer has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the service is to be provided. This would include a working knowledge of the State standards and policies and procedures for in-home aide services under the Home and Community Care Block Grant found at https://ncdhhs.s3.amazonaws.com/s3fs-public/documents/files/In-HomeAide_Policies_and_Procedures.pdf, covering such areas as aide competency, training and oversight, assessment and service planning, service priorities, and documentation and quality assurance.
- D. If any part of the work is to be subcontracted, the sub-contractual arrangements shall be the sole responsibility of the company. The company shall provide a description of the subcontracting organization(s) and the contractual arrangements made therewith. All subcontractors must be approved in writing in advance by the Chatham County Council on Aging.
- E. Monitoring of this service will be done in accordance with requirements and guidelines set forth by the North Carolina Division of Aging and Adult Services, at https://ncdhhs.s3.amazonaws.com/s3fs-public/documents/files/IHA_instructions.pdf.

VIII. General Requirements of the Successful Proposing Company

Once the award by the Board of Directors of the Chatham County Council on Aging has been made, the successful company shall enter into a written contract with Chatham County Council on Aging within ten (10) days after notice of the award for an effective date of service beginning July 1, 2019.

IX. Inquiries and Corrections

All inquiries relating to this request shall be addressed to:
Chatham County Council on Aging
P.O. Box 715
Pittsboro, NC 27312, or to
Dennis Streets, at Dennis.Streets@chathamcoa.org; 919-542-4512.

If a proposing company finds discrepancies in or omissions from the specifications or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to Dennis Streets using the above contact information. Any interpretation of or change made to the RFB will be made by written addendum to each proposing company and shall become part of the request for any contract awarded. The Agency will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries shall be made in writing and all responses will be provided in writing (which might be in the form of an email and/or posted on the Agency's website), with copy or notification sent to all proposing companies. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening bid. It shall be the responsibility of

each proposing company to verify that every addendum has been received prior to submitting bids.

Purpose of the RFB for In-Home Aide Service

The Contractor(s) will offer Levels II and III in-home aide services to about 70 older adults in Chatham County for the fiscal year beginning July 1, 2019. The aide services include personal care, light housekeeping and meal preparation. The contract may also cover in-home aide respite services as approved and arranged by the Council on Aging.

SCOPE OF WORK

The Contractor is expected to assist older adults by performing personal care essential to activities of daily living, with some home management tasks possibly included as incidental to the personal care. Such personal care and home management tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks.

The Contractor is obligated to provide these in-home aide services for the Agency in accordance with the requirements of the N.C. Division of Health Service Regulation and the service policies and procedures of the NC Division of Aging and Adult Services found at https://ncdhhs.s3.amazonaws.com/s3fs-public/In-HomeAide_Policies_and_Procedures.pdf covering such areas as aide competency, training and oversight, assessment and service planning, service priorities, and documentation and quality assurance.

The Contractors must assure the use of in-home aides who are qualified and appropriately supervised.

- i. Aides must be non-relatives of clients and at least age 18 and older, or be a relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services.
- ii. Aides must demonstrate competence for the tasks they are assigned to perform. The files maintained by the employing agency should have written documentation of each aide's tasks and should be made available to the Chatham County Council on Aging in a manner that the Council determines appropriate and before the aide provides any client service.
- iii. Aides who perform In-Home Aide Level II personal care tasks (Limited Assistance) must have documentation that they were competency tested by the company to perform the tasks. Level III Personal Care (Extensive Assistance) must be registered as Nurse Aide I, be listed on the Nurse Aide Registry maintained by the NC Division of Health Service Regulation, and have documentation that they were competency tested by the company to perform their assigned tasks. The Contractor is responsible for its employees being aware of the NC Expanded Home Care Licensure Rules as it relates to their discipline and function, policies and procedures, and prerequisites for employment.
- iv. The Contractor must maintain documentation for review by the Agency showing that newly hired aides are supervised during service delivery at a minimum of two times during the first thirty (30) days of employment. This documentation should be made available to the Chatham

County Council on Aging in a manner that the Council determines appropriate and within forty (40) days of employment.

- v. The Contractor must maintain documentation for review by the Agency showing in-service training of all aides that are serving Council on Aging clients.
- vi. The Contractor must provide the Agency a copy of the licensure documentation for the registered nurse(s) and copies of all nurse aide certifications before these workers directly serve Agency clients.
- vii. The Contractor must provide the Agency documentation in a manner that the Council determines appropriate for its Contractor personnel who engage directly with Agency clients verifying that a criminal background check was conducted prior to serving clients.

Supervision and evaluation of the in-home aide is the responsibility of the Contractor and must, at a minimum, comply with the requirements for the in-home aide levels being provided. Supervisory home visits must be made at least twice during the first month of the aide's employment for both Levels II and III clients. Level II – a supervisory home visit or telephone call to the aide within the first calendar week of an aide assignment is recommended. A quarterly on-site supervisory visit to the home of at least one client served by each in-home aide is required. For aides provided Level II personal care tasks, a supervisory visit to each client's place of residence at least every three months, with or without the in-home aide's presence and at least annually, while the in-home aide is providing care to each client is required. In each of the two intervening months, the supervisor should have some type of contact (telephone, office conference, or home visit) with the aide and the client/designated person to ensure service provision is running smoothly. These contacts may be initiated by the aide, client or supervisor. Level III – a supervisory home visit or telephone call to the aide within the first calendar week of an aide assignment is recommended. The appropriate health professional shall make a supervisory visit to each client's place of residence at least every three months, with or without the in-home aide's presence, and at least annually, while the in-home aide is providing care to each client to assess the care and services being provided. In each of the two intervening months, the supervisor should have some type of contact (telephone, office conference, or home visit) with the aide and the client/designated person to ensure service provision is running smoothly. These contacts may be initiated by the aide, client or supervisor.

The Contractor is required to ensure that the in-home aides have received sufficient training in the level of tasks to be performed before they are allowed to work independently. Individual employee records must be maintained and include documentation of competency, training, supervisory visits and performance evaluations. The Contractor will provide documentation of aide supervision and competency testing to the Agency annually as part of routine contract monitoring, and otherwise upon request by the Agency.

The Contractor must establish and maintain a client record to include assessment of client's needs, the in-home aide service plan, signed copy of Client Bill of Rights, and authorization for services.

The Contractor must comply with all relevant local, state, and federal laws and requirements. **The Contractor must not have any experience during the past three (3) years where it has**

been suspended or debarred from the receipt of federal or state funding and must have paid its required taxes on a timely basis.

The Contractor must be prepared to conduct a quarterly reassessment for each Agency-sponsored client completed by an appropriate professional. At a minimum, each assessment/reassessment should address the client's physical health, ADL/IADL functioning, social support status, mental/emotional functioning, economic status and living environment.

The Contractor is to provide an updated plan of care for each client on an annual basis, based on a full reassessment completed by an appropriate professional, and after a hospitalization and whenever a change in plan or services is indicated by the client's condition. The plan of care must include a signature of the client or client representative and registered nurse signature. The detailed care plan must identify client goals, level of care and services to be performed, frequency of service provision, anticipated duration of the service, client safety and restrictions, as appropriate, and conditions for continuing or discontinuing the service.

The Contractor is expected to accept any new clients referred by the Agency, without regard for race, sex, age, illness, disability, religious beliefs, location, or condition of client's home environment, except in instances where the client's living situation is believed to endanger or pose a significant risk for the Contract employee. In the event there is conflicting opinions regarding endangerment or risk, a mutually agreed upon third party will be retained to render a decision.

The Contractor will consult with the appropriate Agency personnel before altering any services to Agency-sponsored clients or whenever services cannot be provided as outlined in the plan of care. In the event that the Contractor is not able to provide all services due, consultation with Agency personnel is necessary to determine priority of clients to be served.

The Contractor will provide on a monthly basis to the Agency an analysis for in-home aide services, including the total hours of services provided, in a manner acceptable to the Agency. The Contractor must provide flow sheets for all services delivered on a weekly basis, and provide all flow sheets with analysis by the 8th day of the calendar month. The Council on Aging reserves the right to not reimburse hours if the service is provided by an unqualified worker and/or in a manner that does not comply with the contract requirements.

The Contractor must maintain appropriate client files and employee personnel files at its licensed branch or main office and allow inspection of said files by the Agency and/or its funders as necessary to evaluate service compliance.

The Contractor must provide insurance coverage within limits mutually agreeable to both parties, \$1,000,000 minimum, with coverage for worker's compensation, comprehensive general liability, business auto liability and professional error and omissions liability. The contractor must provide an assurance of the adequacy of its insurance coverage as part of its bid.

The Contractor will agree to protect, defend, identify and hold the Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages,

settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of its work for the Agency. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

7. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY CLAUSE

The Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability; will take affirmative action to insure that applicants and employees are treated during their employment without regard to their race, religion, color, sex, national origin, or disability.

Such actions shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor is expected to abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, and the American Disabilities Act laws and regulations.