



**THIS CONTRACT is hereby made, entered into, and effective as of October 01, 2025, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and ARO COMMUNITY SERVICES INC, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of IHA - In Home Aide Services, and**

**WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Scope of Work (Attachment A), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the Scope of Work (Attachment A) and/or the Contract, the Contract shall prevail and control.

**2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$270,000.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for Twelve (12) Months, beginning October 01, 2025, and ending September 30, 2026, with the option to extend for three (3), one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

## **7. TERMINATION.**

### **TERMINATION WITHOUT CAUSE.**

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which deliverables have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

### **TERMINATION FOR CAUSE.**

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**9. EQUAL EMPLOYMENT OPPORTUNITIES.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy rev. April 2019, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. 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”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

ARO COMMUNITY SERVICES INC  
Mailing Address: 1515 W Cornwallis Drive Ste G-107  
City,State,Zip: Greensboro, NC 27408

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**13. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

**14. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**15. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

**16. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007607**

With CONTRACTOR'S NAME: ARO COMMUNITY SERVICES INC

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

**18. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**19. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY**

ATTEST:

Victor Isler	Date
Guilford County Manager	

Robin B. Keller
Date

Guilford County Clerk to Board

**ARO COMMUNITY  
SERVICES INC**

ATTEST:

Date \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Print Name: \_\_\_\_\_

Guilford County Department Director / Designee

## ATTACHMENT A – SCOPE OF WORK

Federal Tax Id.

Contract # 90007607

### A. CONTRACTOR INFORMATION

1. Contractor Agency Name: **ARO COMMUNITY SERVICES INC**

2. *If different* from Contract Administrator Information in General Contract: Karl Horton

Address: **1515 West Cornwallis Drive**

**Suite G-107**

**Greensboro, NC 27408**

Telephone Number **336-378-9862** Fax Number: **336-378-9838**

Email: [ARO\\_INC@BELLSOUTH.NET](mailto:ARO_INC@BELLSOUTH.NET)

3. Name of Program (s): In-Home Aide Services

4. Status:            ☐ Public            Private, Not for Profit            ☒ Private, For Profit

### B. Explanation of Services to be provided and to who (include SIS Service Code):

#### Service Codes:

#### In Home Aide Services:

041 for Level I- Home Management.

042 for Level II – Home Management and Personal Care; and,

045 for Level III – Home Management and Personal Care.

#### I. The CONTRACTOR will:

1. Provide In-Home Level I, II, or III – Home Management and Personal Care services effective October 1, 2025.
2. Ensure necessary services as authorized are completed and notify the COUNTY of units of services rendered. All services will be provided in a competent and professional manner acceptable to the COUNTY.
3. Furnish verification of its valid North Carolina license to provide home care or its certification as home care provider.
4. Have liability insurance which protects the County and holds the County's employees harmless from personal and property damage, which may occur during the term of the Agreement. At no time, shall the County, its employees, officers or agents be responsible for any personal or real property damage caused by any clients.

Contractor at all times will indemnify, release, protect, defend and hold the Guilford County harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Corporation occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of contractor, contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder. Contractor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys, court costs and all costs and other expenses arising there from.

5. Formal Contract monitoring shall occur at least annually. Monitoring may include review of Contractor's eligibility to provide In-Home Aide Services, In-Home Aide policy for service provision, client initial assessment/annual reassessment, documentation of staff competency testing/demonstration/on-going training; aide certification of level of service provided (including testing/training information), quarterly aide supervision documentation as required; and unit verification, etc. Problems with meeting contract requirements are addressed on an on-going basis.
6. Shall keep confidential any and all information about a client which is shared by GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES or the client except for those individual staff persons who need information in order to provide services.
7. Ensure provision of services to certified eligible recipients without regard to race, color, religion, or national origin. Ensure the same quality of services as would be rendered to private customers.
8. Provide each employee with an identification badge giving the name of the COMPANY/ CONTRACTOR and the name of the employee. Employees will need to have identification badges on their person at all times while performing services under this Contract.
9. Provide to COUNTY an emergency contact name and number, reachable twenty-four (24) hours per day, seven (7) days per week.
10. Report to appropriate authorities any cases of suspected theft of client's personal property. Report to Guilford County Department of Health and Human Services – Adult Services any concerns of suspected abuse, neglect and/or exploitation.
11. Maintain appropriate program records, client case files which document the provision of services and maintain a valid authorization for services for each determined to be eligible by the GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES.
12. Ensure that such records as necessary are kept to fully disclose the extent of the services provided to individuals receiving assistance for five (5) years. These records may be reviewed by the COUNTY.
13. Submit all bills to the COUNTY'S Administrative Assistant for verification by Wednesday of each week, for the hours worked in the previous week. Said bills shall be guaranteed for accuracy, by signature of the supervising nurse.
  - Late invoices will qualify as a non-performing/ unsatisfactory situation and will initiate the process for a 15% reduction in reimbursement (see #31).
    - Late invoices include invoices for services conducted over 60 days since date of service
  - Three (3) reoccurrences of late invoices where there is written notification within the life of the contract will be cause for termination of Contract.
14. **Report lost service hours / late time sheets will be submitted with weekly invoicing.**
15. Accept reimbursement from the COUNTY as payment in full and will not charge Medicaid recipients.



16. In lieu of a check, a credit memo is the preferred method for any and all refunds. Guilford County will deduct the refund amount due from the next payment.
17. Contractor will have In-Home Aide Services in place within five (5) working days of receipt of an agency purchase of service (in a regular case situation).
18. Use only licensed Nurse Aide's (NA) to provide services to referred clients for Level III. NA's for Level I and Level II are preferred but not required.
19. Provide on-site supervision of Aides according to Home Health Care Licensure procedures.
20. Report changes in client's condition, problems and barrier to providing services within twenty-four (24) hours of their identification.
21. The In-Home Aide Provider shall inform the client's Social Worker within 24 hours, if a client is not home for the requested services, or if the aide is unable to provide services. The agency will not be reimbursed for any visit where a client is not in the home for the requested services or the aide is unable to provide services.
22. Not allow other person(s) except the In-Home Aide on the client's premises without prior written approval from designated COUNTY staff. At no time shall the In-Home Aide bring any minor children to the client's premises.
23. At no time shall any equipment owned by the client be used by In-Home Aide(s) for personal use.
24. Guilford County Department of Health and Human Services- Division of Social Services does not reimburse for transportation of consumers receiving HCCBG/ SSBG funding. Errands (e.g. banking, pharmacy, and grocery pickups) are allowed to be provided for consumers, but agencies are not able to transport consumers during funded service times.
25. Prior to any changes in scheduling, the In-Home Aide Provider must obtain written permission/approval from the Department of Health and Human Services - Division of Social Services employee Vanessa Durrett, phone 336-641-3257, or the client's assigned social worker.
26. Notify the GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES of possible terminations at least ten (10) days prior to termination.
27. Provide In-Home Aide Care Plan for all new clients annually and thereafter upon request of the County staff.
28. The In-Home Aide Provider will complete thorough assessments including all domains listed in 10 A NCAC 13J .1402 (a) (2) (A).

Annual assessments are required to have a separate and more detailed assessment than quarterly assessments. In both types of assessment, all domains must have detailed descriptions of the topic that indicate the client's functioning in the area. Guilford County DHHS/DSS reserves the right to mandate usage of specific forms to standardize the assessment process for all HCCBG/ SSBG recipients.

Client assessments will be requested by Guilford County staff at least monthly for review. Client selection will be random. When requested, assessments will be due within three (3) business days. Any assessments that are incomplete or do not document required domains adequately will be returned for correction.

Inability to complete thorough assessments may result in licensure complaints to the Division of Health Service Regulation. Disallowed cost deductions in payments issued to the Guilford County Department of Health and Human Services for incomplete assessments will be the automatically deducted from future payments for services with identified contracted agencies. Disallowed costs are calculated for the entire Fiscal Year, not only for the audited timeframe.

29. The In-Home Aide Provider will be provided with a Task Plan for each client which clearly specifies tasks to be provided and the frequencies. Direct care staff are not to provide services which are not listed on the task plan without prior approval from the assigned Social Worker. The In-Home Aide Provider will not be compensated for any services that are not authorized by the Social Worker. The Social Worker will communicate with the In-Home Aide provider regarding the client's needs. County's Registered Nurse shall review and sign the DSS client Task Plan and the Timesheet.
30. The Contractor will assure supervision of IHA assignments to consumers based on the North Carolina Division of Aging – In Home Aide Services – Policies and Procedures; Section V, B, C.
31. If Contractor is not performing the required duties as outlined in the terms and conditions of this Contract and their performance has been documented as non- satisfactory and/or non-performing by the Guilford County Department of Health and Human Services - Division of Social Services, the Contractor will be notified of the non- performing or non-satisfactory services (exception is late invoicing, no notice will be provided prior to the 15 % reduction). If the vendor has not demonstrated correction of the unsatisfactory situation within the time outlined by Guilford County DHHS/ DSS and the performance continues to be non-satisfactory, Guilford County, at its option, reserves the right to deduct fifteen percent (15%) from the client's cost of services or may bill the vendor as a separate item. Examples of non-performing and non-satisfactory factors for the deduction of 15% include but are not limited to:
  - Late Invoicing (60 days past date of service)
  - Failure to adhere to the client's scheduled appointment times;
  - Failure of In-Home Aide to provide all services listed on the client's task plan;
  - Failure to provide licensed CNA staff for Level III Services;
  - Inappropriate use of client's service time for Aide's personal business;
  - Theft or destruction of client's personal property;
  - Bringing others (including children) to client's home;
  - Any substantiated inappropriate conduct or act by the Aide.
  - **Failure to perform required duties will be justification for termination of contract.**
32. Disallowed Costs: If Guilford County DHHS/DSS receives a disallowed cost or fee resulting from audit findings on forms or processes that are the primary responsibility of Contractor; these costs will be deducted from future payments for services. Guilford County DHHS/DSS will notify the Contractor of the amount to be deducted and deduction schedule. Specific examples include but are not limited to: Assessment completion (BI 27 of this contract) and supervision of IHA staff (B I 29 of this contract).

**C. Rate per unit of Service (define the unit):**

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
2. **Rate for all Levels of In-Home Aide Services=**

**HCCBG Rate:**

**Level I and Level II Services - \$24.00 per unit for July 1, 2025, through June 30, 2026.**

**Level III Services - \$29.00 per unit for July 1, 2025, through June 30, 2026.**

**(Level III services at \$29.00 per unit effective 7/1/2025)**

**SSBG Rate:**

**Levels I, II, and III - \$19.00 per hour, effective July 1, 2025 – June 30, 2026**

**not expected to exceed an estimated \$ 270,000.00 per year**

**D. Consumer Contributions**

1. No fees will be charged to individuals determined to be eligible for services by the Guilford County's Health and Human Services Department under SSBG or HCCBG Program.

2. The service(s) under contract with the Contractor are services that are subject to **Consumer** Contributions. If a client participates in the Consumer Contributions, the Guilford County Department of Health and Human Services will be responsible for establishing written policies and procedures governing the collection of the Consumer Contributions Funds from all Service Recipients. The Guilford County Department of Health and Human Services will document that reasonable efforts have been made to collect Consumer Contributions Funds.

3. Recipients will not be terminated for failure to pay the agreed **upon Consumer Contributions** amount.

4. Customer Contributions for HCCBG/ SSBG services will be sent directly from the consumer to Guilford County Department of Health and Human Services/ Division of Social Services.

**E. Number of units to be provided:** Varies depending upon needs of the COUNTY.

**F. Details of Billing process and Time Frames:** CONTRACTOR will submit a detailed invoice to include:

1. specific number of hours worked;
2. names/number of clients served;
3. dates and times of each day worked.
4. All Nurses Aides' time sheet must be signed by RN;
5. All invoices submitted must have its own unique number; and

6. All invoices must be submitted by Wednesday, for the hours worked in the previous week.

Invoices are to be submitted by the CONTRACTOR to COUNTY weekly for services provided during the previous week and paid by the COUNTY weekly. CONTRACTOR is to be paid based on the number of hours reported during the prior week of service. The total amount of this Contract is not expected to exceed an estimated **\$ 270,000.00** for the first year.

The Department of Health and Human Services/ Division of Social Services will post payment for services within 30 days of receiving complete and accurate billing.

**G.** Area to be served/Delivery site(s): As assigned by the GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES.

**H.** Other Compensation, Conditions, Information or Arrangements:

*For purposes of this document the (Agency) could be an Area Agency on Aging (AAA) or Department of Social Services (DSS) or any entity that has received Home and Community Care Block Grant, Social Services Block Grant or State In-Home Aide Service.*

In-Home Aide services means the provision of care for persons or assistance to persons by performing home management and/or personal care tasks that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks.

It is the full responsibility of (Subrecipient Provider/Contractor) to hire qualified in-home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment to perform the services and who are qualified to perform the tasks needed by the client.
- Aides who work with clients whose services are paid for with Home and Community Care Block Grant (HCCBG), Social Service Block Grant (SSBG), or State in-Home funds must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employment agency should have written documentation of each aide's competency to perform assigned tasks.
- Use only licensed NA's to provide services to referred clients for Level III. NA's for Level I and Level II are preferred but not required.
- NA's for Level II and Level III must be supervised by a Registered Nurse.

Assignment of in-home aide is the (Sub recipient Provider's) responsibility. Depending on the type of (Agency) or the funding source the (Agency) may have responsibility for assessment of client's needs and eligibility for service.

The need for continuing the In-Home Aide service will be evaluated on a quarterly basis by Sub recipient Provider/Contractor. Quarterly assessment for all clients receiving Level II or Level III must include review by a Registered Nurse. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the agreement, it is the responsibility of Sub recipient Provider/Contractor to replace in-home aide within a reasonable time period (no more than five (5) business days). If the client repeatedly requests a new in- home aide (Agency) in collaboration with Subrecipient Provider/Contractor, will evaluate the client's situation and County will determine the client's eligibility for continued services. Subrecipient Provider/Contractor will provide back up in the event the regular aide(s) is unable to complete the assignment.

Supervision and evaluation of the in-home aide is the responsibility of the Sub recipient Provider/Contractor and must, at a minimum, comply with requirements for the In-Home Levels being provided (refer to North Carolina Division of Aging – In Home Aide Services – Policies and Procedures;

Section V, B, C).

Subrecipient Provider/Contractor is required to ensure that an in-home aide has received sufficient training in the level of tasks to be performed before they are allowed to work independently. Competency testing of each in-home aide must be completed and documented in the employee's record that reflects the levels that the in-home aide is qualified to perform. Individual employee records must be maintained and include documentation of training, supervisory visits, and performance evaluations. Subrecipient Provider/Contractor will provide documentation of aide supervision and competency testing to Agency/County annually as part of routine contract monitoring. Subrecipient Provider/Contractor will establish and maintain a client record to include assessment of client's needs, In-Home Aide service plan, signed copy of Client Bill of Rights and authorization for services.

GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face-to-face visits with the client will be made at a minimum on a quarterly basis by County social worker. The County may require the Sub Recipient Provider/Contractor's Registered Nurse to sign each client's Plan of Care.

Sub Recipient Provider/Contractor and County representatives will confer monthly or as needed regarding services, delivery, or problems if applicable. For GUILFORD COUNTY DEPARTMENT OF HEALTH and HUMAN SERVICES- DIVISION OF SOCIAL SERVICES

each client or their representative must be given the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems. C o u n t y and Sub Recipient Provider/Contractor must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

Subrecipient Provider/Contractor is responsible for payment of hours worked by the in-home aide. It is the responsibility of Subrecipient Provider/Contractor to bill County for authorized services, using appropriate billing forms and agreed upon processes that include copies of the aide tasks and time sheets. These billing forms should be submitted based on the County timeframe for billing. The County will reimburse the Subrecipient Provider/Contractor for services delivered as authorized.

In-Home Aides services are subject to the North Carolina Wage and Hour Act.

County will monitor Subrecipient Provider/Contractor contracts to assure the conditions of the contract on an annual basis or as needed.

**In-Home Aide Monitoring Procedures:**

Service providers that provide In-Home Aide service under contractual agreement with a local subcontract provider should monitor the subcontractor each year that the entity operates under terms of the contractual agreement.

- An annual "Subcontractor Performance Evaluation" will be completed by County to verify that the Contractor has met the terms and conditions of their subcontract. County will use the Division of Aging and Adult Services (DAAS) Service Monitoring Tools as part of the Subcontract Performance Evaluation.
- Contractor shall provide to the County on an annual basis In-Home Aide supervisory logs, competency and continuing education, training logs and other requested documentation to assure a thorough evaluation.
- Area Agencies on Aging (AAA) staff should review documentation that the subcontractor is following In-Home Aide service standards annually.
- This documentation will be stored by the Contractor for review by the AAA every three years for the In-Home Aide service.

The Division of Aging and Adult Services (DAAS) has the responsibility to assure that providers receiving funding through HCCBG for In-Home Aide services are monitored for compliance with all state and

federal regulations. Area Agencies on Aging (AAAs) monitor this compliance on behalf of DAAS as it relates to funding.