



Request for Proposal

RFP # 21-040

Request for Proposals for
Professional Adult Case Management Services

Wake County, North Carolina
P.O. Box 550
Raleigh, North Carolina 27602

Proposals are due May 19, 2021 before
3:00 pm local time.



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1 Introduction

1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from qualified vendors to provide professional case management services to senior and disabled adults with mental and physical impairments that prohibit them living independently without supportive services; and which put them at risk for abuse, neglect, exploitation, dependency, and premature institutionalization. County seeks successful outcomes to allow adults to live at home and have their needs met as long as possible. Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Consultant” refers to the Proposer who is selected to provide the services described within this RFP.

1.2 Project Overview

1.2.1 County Overview

Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County’s population is estimated at 920,307 residents.

1.2.2 Program Services

The Wake County Human Services’ Senior and Adult Services offers a variety of home- and community-based programs and services to seniors, adults with disabilities, and their families. The goal is to maximize self-sufficiency, safety, health and independence so that seniors and adults can remain safely in the community for as long as possible and to maintain the highest quality of life for those who reside in adult and family care homes in Wake County.

1.3 Scope of Services

The scope of services covered in this RFP is to provide the County professional case management and supportive services. It is expected that the Vendor will be able to provide a comprehensive set of services as follows:

A. General Case Management

Case management is a collaborative process including assessment, planning, facilitation and advocacy for options and services that meet an individual’s physical and behavioral health needs. Services require initial and ongoing determination of client eligibility as well as development of written service plans. Both scheduled and non-scheduled client contacts occur with home visits required at a minimum of once per quarter and a full client reassessment required annually. All client contacts must be documented; and must include information regarding the client’s condition, family and community support system, progress made toward goals, and the ongoing ability of the client to maintain self-sufficiency.

Services must be provided and documented in accordance with policies and procedures established by the North Carolina Division of Aging and Adult Services and the North Carolina Division of Medical Assistance.

County has approximately seventy-five (75) clients in need of this service.

B. Representative Payee

Social Security's Representative Payment Program provides financial management of the Social Security and SSI payments for beneficiaries who are incapable of managing their benefits themselves. A payee receives payments on the beneficiary's behalf and must use the money to pay for current needs such as food, shelter, clothing, medical care and personal comfort items. After those expenses are paid, the payee may use the rest of the money to pay past-due bills, provide entertainment for the beneficiary, or save the money for future use. The representative payee must inform Social Security of events that could change the beneficiary's amount of, or right to receive benefits. A representative payee must keep records and report on the use of benefits by completing a Representative Payee Report.

Services must be provided and documented in accordance with policies and procedures established by the Social Security Administration.

County has approximately five clients in need of this service.

C. Information and Referral

The information and referral process helps match individuals with services available. Staff acts as an intermediary, gathering data about an individual's needs, wants and eligibility for specific services/programs. After data collection, staff presents the individual with information about appropriate community resources and services and may provide assistance in linking the individual with specific programs. All information provided must be accurate, current, and relevant and must be provided in a manner that assists the individual to be a knowledgeable user and consumer of community services.

D. Adult Placement

Adult placement services are activities necessary to assist senior and disabled adult clients in finding a substitute home when they are unable to remain living independently even with support services in place. Activities include completing an assessment of need, assisting with completion of financial applications, obtaining medical evaluations, helping to locate an appropriate residential facility and supporting the individual and family during the transition process.

E. Coordination and Administration of In-Home Services Funds

Allocated funds are used to purchase in-home aide and adult day care services for clients who meet eligibility criteria. In-home aide services are paraprofessional services that assist adults with essential home management and personal care tasks. Adult day care services include a variety of program activities designed to meet the individual needs and interests of program participants, and are provided during the day in a certified community group setting. Both in-home aide and adult day care services are intended to improve individual's quality of life and to help them maintain themselves at home for as long as possible. The vendor must be willing and able to enter into contractual agreements with adult day care and home care agencies for the provision of client services. Contracts must be reviewed and evaluated annually with attention given both to service and fiscal components.

Services must be provided and documented according to policies and procedures established by the North Carolina Division of Aging and Adult Services, Triangle J Council of Governments Area Agency on Aging, and Wake County Human Services.

Wake County Government spent \$291,745 for above services A through E for the period of July 1, 2019 through June 30, 2020.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of***

the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.

Proposal Contact:

Melissa England
Wake County Finance Dept - Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street Street
Raleigh, NC 27601
Melissa.England@wakegov.com
919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers should submit an email response to the following email address Bids@wakegov.com and enter RFP #21-040 in the subject line. By virtue of submitting an electronic response, you agree to the following:

- Response to be submitted to: Bids@wakegov.com
- Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.
- All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal.
- Files submitted are to be directly related to the subject RFP. No promotional type material will be considered.
- Vendors should submit their responses via email to the mailbox listed above.
- File size limits are limited, the default maximum size supported for the entire email would be 35MB.
- Any failure of a file to be received, for any reason, will be totally a vendor / submitter responsibility.

The County must receive proposals no later than 3:00 PM on May 19, 2021. **Late Proposals will not be accepted.** The time of receipt shall be determined by the time in the email message. The County will not be held responsible for the failure of any file to be received prior to the stated Proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Failure to respond to all questions and follow the instructions may result in immediate elimination from further consideration.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase

order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.2. The deadline for submitting questions is May 7, 2021 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available the day following the question deadline. All written requests for clarification should be addressed to the attention of Tom Wester.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after May 12, 2021.

2.5 Tentative Schedule

Date	Event
April 29, 2021	RFP Issued
May 7, 2021	Deadline for submitting questions
May 12, 2021	Responses to questions posted on Wake County website
May 19, 2021	Submissions Due
June 1, 2021	Contract awarded
July 1, 2021	Services begin

2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by May 19, 2021 before 3:00 PM EST. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website by May 12, 2021.

2.7 Finalists and Interviews

Not applicable to this RFP, however, the relevant County Department may elect to conduct interviews at its discretion.

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

The County intends to award an initial 12-month contract, followed by two one-year contracts with the same terms.

2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and

shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Risk Manager.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Sexual Molestation and Abuse, with limits of no less than \$1,000,000 per claim and \$3,000,000 aggregate.

Fidelity – Employee Theft, with limits of no less than \$100,000 per claim and \$300,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Provider in this Agreement regarding sensitive information in any form in Provider's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to Confidential Information (defined herein). Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Finance Department
WC Justice Center – Suite 2900
P. O. Box 550
Raleigh, NC 27602

If the Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items

in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

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

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); 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 (2 CFR § 200.324)

4 Submittal Requirements

4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Proposals, at a minimum, must include:

1. Detailed pricing for all proposed services in Section 1.3
2. Number of clients that can be served by service type
3. Number of Proposer's staff who will be assigned to each service; include the number of projected weekly hours, level of experience of staff, and any training that is provided on an annual basis
4. Information regarding Proposer's ability to determine client eligibility
5. Describe Proposer's ability to receive and distribute social security benefits and to administer in-home service funds
6. History of Proposer's agency and mission
7. Detailed plan of how services will be coordinated and delivered
8. Provide information regarding any software used to manage your client database
9. Describe other compatible services Provider provides that are not listed in this proposal
10. Summarize any contracts with WCHS or other North Carolina County Governments
11. Evidence of current insurance consistent with Section 3.7
12. Proposer's Legal Name/Address; Primary Contact's Name/Title/Address/Phone/Email address; Name and Title of Company Representative who is authorized to sign contract

5 Current Environment

5.1 Current Operations - NA

6 Evaluation Criteria

6.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

6.2 Evaluation of Proposals

A review panel will evaluate all qualified proposals against pre-established criteria. The major evaluation criteria are listed below (in no particular order), although other criteria may also be considered:

- A. Level of experience
- B. Service capacity
- C. Case Manager qualifications and training
- D. Ability to provide evidence of liability insurance
- E. Ability to maintain existing client services and add new cases from Adult Protective Services as needed by WCHS
- F. Plan to provide In Home Aide services through contracted In-Home Agencies allowing for client choice
- G. Plan for Adult Day Care centers must demonstrate ability to serve both low and high-density housing population areas throughout Wake County