

## **STATE OF NORTH CAROLINA**

**The University of North Carolina at Chapel Hill for  
The North Carolina Center on the Workforce for Health**

**Request for Proposal #: 65-03252026-EMB**

**Direct Care Worker Wage and Rate Analysis**

**Date of Issue: March 25, 2026**

**Proposal Opening Date: May 6, 2026**

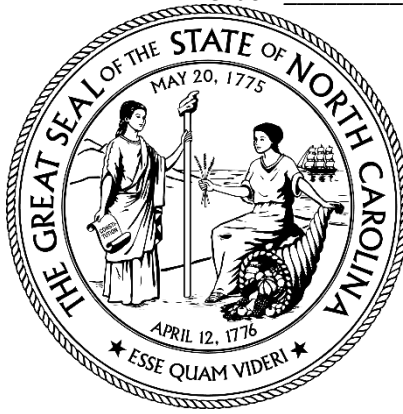
**At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Edward (Ted) M. Bohlin

Contingent Workforce Program Manager

Email: [bohlin@ad.unc.edu](mailto:bohlin@ad.unc.edu)



## STATE OF NORTH CAROLINA

### Request for Proposal #

**65-03252026-EMB**

For internal State agency processing, including tabulation of proposals, provide your company’s eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

\_\_\_\_\_  
North Carolina Secretary of State vendor identification number

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

<b>STATE OF NORTH CAROLINA</b>	
<b><i>The University of North Carolina at Chapel Hill</i></b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <b><i>Ted Bohlin</i></b>	<b>Request for Proposal #: 65-03252026-EMB</b>
	<b>Proposals will be publicly opened: via Zoom – May 6, 2026 2:00 EDT</b>
<b>Using Agency: UNC – Chapel Hill</b>	<b>Commodity No. and Description: UNC00054 Consultant Fees – Academic/Res</b>

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any University Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the University, or from any person seeking to do business with the University. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **UNIVERSITY NORTH CAROLINA OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS AND CONDITIONS FOR SERVICES incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:

Proposal Number: 65-03252026-EMB

Vendor: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of The University of North Carolina at Chapel Hill)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Center on the Workforce for Health (“the Center”) provides a forum for health employers, workers, educators, regulators, policymakers, and others throughout North Carolina to address today’s health workforce shortages and plan for the future. The Center was conceptualized by the NC Area Health Education Centers (“NC AHEC”), the NC Institute of Medicine (“NCIOM”) and the UNC Sheps Center for Health Services and launched in 2023. The Center is part of the NC AHEC Program, which is administered through the University of North Carolina School of Medicine.

### Purpose of Procurement

North Carolina’s ability to provide quality, responsive services to older adults and people with disabilities hinges on a strong and appropriately compensated direct care workforce. According to PHI, the median wage for direct care workers in NC is \$16.31 an hour and varies by setting.<sup>1</sup>

Direct care workers in NC work in a range of settings, providing services funded under disparate rate methodologies. Further, direct care workers in different settings may be comparably credentialed or perform similar job functions, yet experience wage disparities, based on service rate methodology.

Despite recent advancements, direct care worker wages in NC continue to lag behind those performing comparable jobs. Consistent with the national experience, NC is now experiencing a direct care workforce crisis, with a projected 207,100 job openings between 2022 and 2032, according to PHI data.<sup>2</sup> The exponential growth of NC’s older adult population—including aging caregivers and direct care workers—adds mounting pressure to this existing crisis.

While competitive direct care worker wages will not, by themselves, resolve this worker shortage, competitive wages are essential to maximize labor participation in the LTSS sector.

In 2023, under the directive of Executive Order 280, the NC Department of Health and Human Services (“NC DHHS”) and the NC Department of Commerce, launched the Caregiving Workforce Strategic Leadership Council (“the Council”). In its culminating report, Investing in North Carolina’s Caregiving Workforce, the Council established the need to “conduct a comprehensive wage analysis to identify and address wage discrepancies within the direct care workforce and explore innovative approaches, such as tying wages to reimbursement rates, to ensure fair compensation for direct care workers.” NC DHHS tasked the North Carolina Center on the Workforce for Health (“the Center”) with facilitating implementation of Council recommendations and provided funding for the Center to advance recommendations related to the direct care workforce, including developing a comprehensive wage and rate analysis.

The Center anticipates that this wage and rate analysis (“the Analysis”) will serve as the foundation for the following policy outcomes:

1. Current Medicaid and state-funded rates within the scope of this Analysis are competitive with market rates and result in competitive wages for direct care workers while also covering the required programmatic and administrative costs of implementing the service; and
2. Direct care wages and related rates within the scope of this Analysis are responsive to the future, forecasted growth of NC’s older adult population and the corresponding growth in NC’s Long-Term Services and Supports (“LTSS”).

The Center seeks a Vendor (“Vendor”) with strong and demonstrated capacity to conduct the Analysis described above, adhering to the requirements set forth in this RFP and integrating methodologies proposed by the Vendor.

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<sup>1</sup> PHI. “Workforce Data Center.” Last modified September 2025 <https://www.phinational.org/policy-research/workforce-data-center/#states=37&var=Wage+Trends>

<sup>2</sup> PHI. “Direct Care Workforce State Index, North Carolina State Profile, <https://www.phinational.org/state/north-carolina/>

**General Anticipated Approach:**

NC DHHS has contracted with the Center, via the University of North Carolina at Chapel Hill (“the University”) to manage the procurement process for selecting a vendor to perform the Analysis activities, as specified in this Request for Proposals (“RFP”) document. The selected vendor will contract with the University, with the Center providing management and oversight of the Vendor’s activities and deliverables.

The Direct Care Workforce Wage and Rate Analysis Advisory Committee (“the Advisory Committee”), comprised of representatives from the Center, NC DHHS and other relevant parties, will advise the Center on Vendor selection and provide subsequent oversight of Vendor activities.

The Center anticipates service providers, related trade associations, worker advocates and individuals with lived experience will be engaged throughout the Analysis development and will be key contributors to the Vendor’s work.

The intent of this solicitation is to award an **Agency Contract**.

**1.1 CONTRACT TERM**

The Contract shall have an initial term of twelve (12) months, beginning on the date of final Contract execution (the “Effective Date”) or June 1, 2026, whichever is later. The Vendor shall begin work under the Contract within five (5) business days of the Effective Date.

At the end of the Contract’s initial term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one additional eight (8) month term. The University will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the University reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

**2.0 GENERAL INFORMATION**

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**2.1 REQUEST FOR PROPOSAL DOCUMENT**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

**2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the University of North Carolina at Chapel Hill General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the University determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The University may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any

terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

**2.3 RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. The University will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	University	March 25, 2026
Hold Pre-Proposal Meeting/Site Visit	University	NONE
Submit Written Questions	Vendor	By 5:00pm EDT, April 6, 2026
Provide Response to Questions	University	TBD
Submit Proposals	Vendor	1:00pm EDT, May 6, 2026
Public Bid Opening	University	Via Zoom 2:00pm EDT, May 6, 2026
Contract Award	University	TBD

**2.4 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to **Ted Bohlin**, [bohlin@ad.unc.edu](mailto:bohlin@ad.unc.edu) by the date and time specified above. Vendors should enter “RFP # [RFP Number]: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

**2.5 PROPOSAL SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

eVP

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## **2.6 PROPOSAL CONTENTS**

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the University rejecting Vendor's proposal, in the University's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## **2.7 ALTERNATE PROPOSALS**

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and

advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

**2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

For descriptions of services within the scope of this RFP, please see links to online descriptions included in Appendix A and Appendix B.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- Activities of Daily Living (ADLs): Bathing/showering, dressing, toileting, eating, mobility/transfers, continence.
- Benefits Cliff/Plateau: The impact of increased wages and compensation on the public assistance a direct care worker receives. A benefits cliff results in a worker experiencing a net financial loss when higher wages result in a worker no longer qualifying for public assistance. A benefits plateau occurs when a worker’s increased wages and compensation offset the financial loss resulting from the termination of public assistance, but do not improve the worker’s overall economic stability.
- Compensation: The total wages, earnings, and employer-sponsored benefits a worker receives in exchange for services performed for a specific employer. This includes all forms of remuneration, whether provided directly by the employer or administered through a third-party vendor.
- Days: Calendar days unless otherwise specified.
- Direct Care Worker: A direct care worker—regardless of the specific title used-- is an individual who:
  - Assists older adults, people with disabilities, chronic health conditions, and/or acute illnesses;
  - in various settings, including private homes, residential care facilities, day settings, community-based settings, facility settings, hospitals, and ambulatory settings;
  - with activities of daily living (ADLs); instrumental activities of daily living (IADLs); companionship and/or social and community engagement support.

For the purposes of this Analysis, the direct care worker definition excludes:

- Mental Health Paraprofessionals, behavior technicians, peer support specialists and other direct workers managed under separate, mental health/substance use services;
- Community Health Workers;
- Associate Professionals/Qualified Professionals;
- Licensed Professionals;
- managers and/or supervisory roles;
- housekeeping, transportation and food management staff.

For the purpose of this Analysis, the Vendor shall refer to Appendix A and Appendix B for direct care worker-based services and direct care worker cohort groupings within the scope of this Analysis.

- Direct Care Worker Cohort: Direct care worker groupings, as reflected in Appendix A and Appendix B, including: Certified Nurse Aides, Personal Care Aides, and Direct Support Professionals
- Direct Support Professional: Personal Care Aides working in I/DD services and settings, as reflected in Appendix A and Appendix B.
- Dually Eligible Beneficiaries: Medicaid beneficiaries dually eligible for Medicaid and Medicare services.
- Employment Status: The status of the direct care worker, including full-time, part-time or contracted using designation and methodology identified by the Vendor.
- Employer-Sponsored Benefits: For the purposes of the Analysis, employer-sponsored Benefits includes health insurance, paid sick leave, paid family and medical leave, matching and non-matching retirement savings plans, stock options and/or childcare support. The Vendor may propose adjustments or additional categories or of Employer-Sponsored Benefits to be included in the Analysis.
- Instrumental Activities of Daily Living: Meal preparation; medication management; housekeeping and laundry; money management; communication support; transportation.

- Independent Contractor/Contingent Direct Care Staffing: An independent contracted/contingent direct care worker represents a non-permanent, non-salaried worker (e.g. a contracted or temporary worker or traveler) for the service provider. This type of worker may receive a 1099 tax form or be a W-2 employee through a third-party agency.
- Long-Term Services and Supports (LTSS): Care or support with ADLS, IADLs and/or community engagement provided to older adults and people with disabilities or chronic conditions. LTSS services are typically provided in the home, in residential settings, in community-based settings or in facilities such as nursing homes, ICFs-IID and state-managed facilities. For the purposes of the Rate Analysis, LTSS shall include services in Appendix A and Appendix B.
- LTSS Population Cohort: LTSS population groupings, described in Appendix A.
- Nurse Aide: The role of Nurse Aide I is an "unlicensed assistive personnel" position for which an individual has completed a program approved by the Division of Health Services Regulation (DHSR) and passed an examination to be listed on the Nurse Aide I registry. Nurse Aides support individuals with ADLs, IADLs and delegated nursing tasks. Nurse Aides in North Carolina are also referred to as Nursing Assistants, Certified Nursing Assistants, Certified Nurse Aides and CNAs. Nurse Aides work in a variety of settings and the Nurse Aide credential is required for identified services under both NC's Nursing Home and Home Care licensing requirements.
- Nurse Aide 1+4: A designation authorized by the NC Board of Nursing, allowing a service provider to train Nurse Aides on up to four Nurse Aide II skills. A more complete description can be found on the [NC Board of Nursing's website](#).
- Nurse Aide II: A credential enabling a Nurse Aide to perform more complex nursing skills such as oxygen therapy, sterile technique, wound care, suctioning, tracheostomy care, IV fluids, urinary catheterization, nutrition activities, advance elimination and finger stick procedures upon the successful completion of a NC Board of Nursing-approved Nurse Aide II training and competency evaluation program.
- Personal Care Aide (PCA): a non-credentialed direct care worker who assists with activities of daily living (ADLs), and often instrumental activities of daily living (IADLs). PCAs may also help individuals engage in employment and/or community life, and provide advice on nutrition, housing maintenance and other activities.<sup>3</sup>
- Public Assistance: For the purposes of the Rate Analysis and in the context of evaluating benefits cliffs and plateaus, Public Assistance refers to a worker's or household's eligibility for government-supported benefit programs. These include, but are not limited to, Medicaid, the Supplemental Nutrition Assistance Program (SNAP), childcare subsidies, and other public benefit programs as identified by the Vendor.
- Region: Using county-level data, the Vendor shall organize data and recommendations where applicable, to align with four regional designations:
  - By NC Medicaid Standard Plan regions
  - By NC Medicaid Tailored Plan regions
  - By AHEC regions
  - By geographic classification as designated by the NC Rural Center.
- Service Provider: An employer administering one or more of the services specified in Appendix A and Appendix B.

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the University shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the University's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the University reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the University to do so.

<sup>3</sup> Derived from PHI Direct Care Workers in the United States: Key Facts, 2024; page 24. Available at: <https://www.phinational.org/resource/direct-care-workers-in-the-united-states-key-facts-2024/>

The University reserves the right to waive any minor informality or technicality in proposals received.

**3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

**3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The University will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

**3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the University:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the University to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the University.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the University:

- Evaluation Criteria:

Criteria	Weight
Vendor Technical Approach	35%
Vendor Qualifications and Vendor Experience conducting similar types of Rate Analysis	30%
Total cost to completion	25%
Vendor Experience in NC	10%

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the University may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the University:

- Total cost to the University
- Level of quality provided by the Vendor
- Process and performance capability across multiple jurisdictions
- Protection of the University's information and intellectual property
- Availability of pertinent skills
- Ability to understand the University's business requirements and internal operational culture
- Particular risk factors such as the security of the University's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the University to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

Proposal price shall constitute the **total cost** to the University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

The Vendor shall provide its proposed pricing for activity groupings established in ATTACHMENT A: PRICING FORM.

If the Vendor’s alternative proposal submitted under Section 2.8 leads to pricing beneficial to the University, please provide a pricing matrix entitled “Alternative Proposal Pricing” with the submission.

### 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

The University will issue milestone-based payments within 30 days of electronic receipt of invoices and successful completion of milestone as described below:

Milestone	Payment
Upon completion of Launch Meeting, as established in Section 6.2	20% of total award.
Upon completion of data gathering, by the timeline specified by the vendor under workplan described in Section 6.4 and as accepted as final by the University.	30% of total award.
Upon submission of validated calculations and projections on or before 10/1/2026	30% of total award.

Upon submission of the Final Report and all final deliverables, as established in Section 5.3, Part D and as accepted as final by the University.	20% of the total contract award.
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If the Vendor fails to meet any deadline or milestone specified in this Agreement, the University may withhold payment for the affected invoice(s) until the Vendor completes the required work to the University’s satisfaction. The University will provide written notice of the missed deadline, and the Vendor shall have ten (10) days to cure the delay. Withholding payment under this section shall not limit the Purchaser’s right to pursue other remedies available under the Agreement.

**4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The University is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

**4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the University. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

- Vendor shall demonstrate it meets the following minimum requirements:
  - Demonstrated experience in developing or advising in the development of actuarially sound Medicaid rates;
  - Demonstrated experience with fee-for-service and capitation payment models;
  - Demonstrated experience in direct care workforce and labor policy;
  - Demonstrated experience in partnering with service providers, advocates and individuals with lived experience.
- Vendor experience with North Carolina Medicaid and/or State Services listed in Appendix A and Appendix B preferred but not required.
- The Vendor shall submit information demonstrating its qualifications for performing all activities identified in this RFP. The Vendor’s submitted information shall include minimally:
  - A statement describing its specific qualifications for conducting activities performed and specifically addressing the required qualifications established in this section.
  - Qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person;
  - A list of all entities the Vendor currently or anticipates contracting with to perform activities under this RFP;

- A list, summary description and current status of any contract the Vendor holds or has held since 2020 with state agencies or private entities to provide services comparable to that within the RFP;
- A description of Vendor experience with managing and interpreting data sources anticipated to be relevant to the Analysis, including but not limited to: aggregated Medicaid claims and encounter data; cost reports (including CMS 2540-10 form, NC-specific costs report templates); and Bureau of Labor Statistics occupation and industry data;
- As available, a copy of the Vendor’s final report produced under comparable contracts referenced in this section;
- The Vendor shall submit a statement describing its experience working in North Carolina, specifically with NC DHHS and the service provider network reflected in Appendix A and/or Appendix B services.
- If the Vendor currently or has within the past five years formally advised NC DHHS on rate setting methodology currently in use, the Vendor shall disclose this in its proposal and describe how its proposed methodology would be customized to conducting the Analysis described in this RFP.

#### **4.6 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The University may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

#### **4.7 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the University.

#### **4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the University may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.9 VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management,

supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 QUESTIONS TO VENDORS**

If the Vendor has submitted an alternative proposal under Section 2.7, please describe rationale for doing so.

**4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Intentionally removed by University.

**4.13 SECRETARY OF STATE REGISTRATION**

Prior to entering into a contract with the University, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid for further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes  No

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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**5.1 GENERAL**

This Scope of Work establishes the scope, core content and expectations for the Analysis and related deliverables. This content of this Scope of Work serves the University’s goals as outlined in the Introduction and are intended to align with the intent, timelines and requirements set forth in other sections of this RFP.

**5.2 SPECIFICATIONS**

- Unless specifically noted otherwise, the Analysis’ scope will be limited to publicly-funded services and groupings listed in Appendix A and Appendix B.
- Activities and analysis performed under this RFP will result in the Vendor’s development of a final report (“Final Report”), following the format outlined in “Final Report and Related Content.”
- Recommendations related to inflationary factors, rate design, methodology or development shall be actuarially sound and aligned with federal and state regulatory requirements applicable to the scope of this Analysis.

## 5.3 TASKS/DELIVERABLES

### PART A: ANALYZE FUTURE STATE NEEDS AND CURRENT STATE REALITIES

#### Section A-1: Analysis of NC's Future Service Delivery Landscape State

- The Vendor shall project the size of NC's LTSS population through 2042, regardless of payer source.
- The Vendor shall project the size of NC's LTSS population by LTSS population cohort through 2042.
- The Vendor shall project the size of the direct care workforce, by direct care worker cohort, needed to support North Carolina's population through 2042.
- The Vendor may leverage state-specific data sources currently available and listed in Appendix E but may propose additional or alternative methods for data collection.
- The Vendor's projections shall incorporate NC Office of State Budget and Management state population estimates.
- In conducting its analysis, the Vendor shall account for potential population overlap, duplication and migration between the LTSS service cohorts (e.g. aging individuals with intellectual/developmental disabilities).
- The Vendor shall reflect conclusions reached under this section in the Final Report. In drafting the Final Report, the Vendor shall also:
  - organize resulting data both by regions and by statewide aggregate;
  - present projections in two-year increments, corresponding with the state's biennial budget cycle.
  - clearly describe its baseline calculations and rationale;
  - clearly articulate assumptions incorporated into the Vendor's analysis, including any anticipated growth and change patterns in how services are defined or delivered.
- The analysis and related projections under this section shall inform the Vendor's compensation and rate recommendations, outlined in subsequent sections of this RFP.

#### Section A-2: Analysis of NC's Current Service Delivery Landscape

- The Vendor shall examine utilization rates for Appendix A and Appendix B services and describe any trends or conclusions that inform the contents of its Analysis.
- The Vendor shall establish, by direct care cohort and as practicable, by Appendix A and Appendix B services:
  - the approximate current number of direct care workers;
  - The estimated number of vacancies/unfilled positions;
  - The estimated employment status of each worker cohort, number of full-time equivalents,
- The Vendor shall include its analysis under this section in the Final Report. In drafting the Report, the Vendor shall also:
  - organize resulting data both by regions and by statewide aggregate;
  - provide a summary description of each service in Appendix A and Appendix B, including:
    - level of care provided;
    - Medicaid authority;
    - key direct care functions under each service; and
    - current enrollment size based on enrollment data.

#### Section A-3: Analysis of NC's Current Direct Care Worker Wage and Compensation Landscape

- The Vendor shall provide an overview of NC's current direct care worker wage and compensation environment. This analysis shall result in the Vendor establishing a "starting wage baseline" for each direct care worker cohort and as practicable for each service identified in Appendix A and Appendix B.
- The Vendor shall establish, for each direct care worker cohort and as practicable, for each Appendix A and Appendix B service:
  - current average, median, twenty fifth and seventy fifth percentiles of worker starting wages;
  - the prevalence of employer-sponsored benefits;
  - the prevalence of direct care independent contractor staffing models or staffing agencies.
- The Vendor shall include its analysis under this section in the Final Report. The report shall also:
  - organize data both by region and by statewide aggregate.

**Section A-4: Analysis of Comparison Jobs**

- The Vendor shall identify comparison jobs and analyze how NC’s direct care workforce wage and compensation baseline for direct care cohorts compares to that of comparable positions.
- The Vendor may propose additional comparable occupations, but comparison jobs must minimally include:
  - comparable publicly-funded direct care positions funded through Medicare, Tri-Care and/or the Veteran’s Administration;
  - comparable direct care positions in the private long-term care market, such as within continuing care retirement communities or private in-home arrangements;
  - comparably credentialed workers in NC acute care facilities, long-term acute care, outpatient and ambulatory settings, as identified by the Vendor;
  - occupations, as proposed by the Vendor, requiring vocational credentialing comparable to the hours required for NA I in NC;
  - occupations with comparable levels of risk and potential liability;
  - occupations in comparable Bureau of Labor Statistics (BLS) occupational groupings, using BLS’ published logic or an alternative logic proposed by the Vendor;
  - direct care worker jobs in other states, comparable to North Carolina’s Medicaid portfolio and costs of living, as recommended by the Vendor.
- The Vendor shall include its analysis under this section in the Final Report. The Final Report shall also include:
  - a summary description of each selected comparison job;
  - the Vendor’s rationale for selecting these comparison jobs for analysis; and
  - a table comparing starting wage ranges of each Direct Care Worker cohort and starting wage ranges of applicable comparison jobs.

**Section A-5: Analysis of Current Service Payment Rates, Rate Structure and Rate-Setting Logic**

- The Vendor shall summarize the current rates or rate ranges, rate structures and rate-setting methodologies used for each service identified Appendix A and Appendix B, leveraging existing, NC-specific data sources where appropriate.
- The Vendor shall reflect resulting descriptions in the Final Report. Each description shall include but is not limited to:
  - the current rate for the service, as published in the applicable NC DHHS fee schedule or if necessary, the rate range most applicable to the service;
  - a summary description of the service’s reimbursement model and rate-setting methodology;
  - any rate-setting factors currently integrated specifically to address the direct care workforce shortage; and
  - for services and rates developed *only* under managed care methodologies, a description of the actuarial process and how this process impacts the level of compensation for direct care workers.

**PART B: RECOMMENDED ACTIONS TO BETTER MEET CURRENT DEMAND AND SUFFICIENTLY PREPARE FOR FUTURE DEMANDS**

**Section B-1: Recommended Adjustments to Direct Care Wages to Address Current Shortages**

- The Vendor shall propose competitive, market-based starting wage ranges for each direct care worker cohort and as practicable, for each service in Appendix A and Appendix to be used as the wage baseline for future rate development and forecasting.
- The Vendor shall also consider when developing its recommendations:
  - core job functions (e.g. ADL and IADL supports) shared by all cohorts, regardless of credential or population served;
  - any comparability in training and credentialing requirements across Appendix A /Appendix B services and comparison positions;
  - current and projected acuity or complexity of the populations served, including increased demand for enhanced training (e.g. NA II, Medication Aide);
  - current training and credentialing requirements and/or training practices currently used by the state or recommended by the Vendor;

- current or recommended shift wage differentials;
- current or recommended training wage differentials;
- current or potential wage compression impact between direct care workers and their immediate supervisors; more tenured or credentialed workers and other personnel within the service, as practicable.
- The Vendor shall recommend an inflationary factor for adjusting starting wage ranges in subsequent years.
- The Vendor shall generally describe mechanisms available for integrating training-based differentials into Appendix A and Appendix B service rate and capitation models.
- The Vendor shall include its recommendations under this section in the Final Report, and shall also:
  - provide the Vendor’s methodology and rationale for its recommendations;
  - organize recommended wage ranges by regions and statewide aggregate; and
  - provide a clear explanation of any recommended variation among proposed wage ranges among direct care worker cohorts and, as practicable, among Appendix A and Appendix B services.

**Section B-2: Recommended Adjustments to Related Current Rates to Address Current Workforce Shortages**

- Using its recommended wage ranges developed under Section B-1, the Vendor shall recommend any adjustments to fee-for-service rates and, for services paid solely through managed care, to capitation rates to support payment of the recommended starting wage ranges.
- If applicable, the Vendor shall report any recommended changes to current rate methodologies, including rationale.
- The Vendor shall propose its recommended framework for conducting its Analysis under this section in its proposal, but minimally, the Vendor’s framework shall integrate the expense categories and considerations listed in Appendix C, Required Cost Elements.
- The Vendor will also ensure all data elements are clearly defined, with data sources used clearly identified by corresponding Appendix A and Appendix B services.
- The Vendor will recommend an inflation factor to account for any timespan between the recommendation date and the date of implementation.
- The Vendor shall recommend a State methodology, that comports with the wage pass through requirements of CMS-2442-F /89 FR 40542 (Ensuring Access to Medicaid Services Final Rule) for assessing how rate adjustments impact direct care worker wages.
- The Vendor shall incorporate its recommendations under this Section into the Final Report, which shall:
  - organize recommended rate adjustments by regions and statewide aggregate;
  - describe the Vendor’s methodology for activities in this section and rationale for conclusions reached;
  - provide a clear and specific description of any recommended adjustments to the rate setting methodology, rate assumptions and/or resulting rate for applicable Appendix A and Appendix B services;
  - reflect specific recommended service rate changes, in table form, organized by impacted Appendix A and Appendix B services;
  - reflect specific recommended capitation rate changes, in table form for Appendix A and Appendix B services paid solely through managed care.

**Section B-3: Identify Long-Term Forecasting Model to Ensure Direct Care Workforce Wages and Compensation Remain Competitive Moving Forward**

- Integrating its analysis and recommendations produced in previous sections, the Vendor shall develop a long-range financial forecasting plan and related model for Appendix A and Appendix B services.
- The Vendor shall propose and integrate an inflationary factor to apply to Appendix A and Appendix B service costs and shall integrate the direct care wage inflationary factor referenced in Section B-1.
- The Vendor shall identify and recommend changes, as needed, to the NC DHHS’ current rate methodology, related capitation payment methodology or current service design to better prepare for the forecasted growth in publicly-funded LTSS services identified in Section A-1.
- The Vendor shall incorporate its recommendations under the Section into the Final Report, which shall also:
  - include any global recommendations, applicable regardless of payment model;

- describe any recommended service-specific changes to Appendix A and Appendix B services, and underlying rationale;
- describe any recommended changes underlying Standard Plan and Tailored Plan capitated payments;
- propose alternative financing mechanisms, structures or funding sources, as the Vendor deems appropriate.

**Section B-4: Analysis of Implementation Considerations**

- The Vendor shall examine factors that impact or should inform the development of a well-informed, cohesive and sustainable implementation strategy of the Vendor’s recommendations. In examining these factors, the Vendor’s analysis shall consider
  - the forecasted population growth and demand for the services identified in Appendix A and Appendix B;
  - changes in the projected availability of informal caregivers;
  - any recommended demographic, wage and rate considerations based on county’s urban, suburban or rural designation;
  - current budget neutrality requirements or other limitations within NC’s 1915 (c) and 1115 waivers;
  - current and forecasted waiting lists for NC’s 1915(c) waivers;
  - forecasted, expanded use of technology-enabled supports, such as remote monitoring and tele-support;
  - potential opportunities under the 1115 waiver model to better support NC’s direct care workforce;
  - the continued and potentially expanded use of Medicaid managed care and value-based purchasing models to manage Appendix A and Appendix B services and programs, including the potential integration of additional dually eligible beneficiaries into the NC Medicaid Managed Care Program;
  - the anticipated expansion of self-directed options in North Carolina;
  - continued and expanded use of Medicare Advantage Plans and other alternative payment models;
  - federal requirements relevant to this Scope of Work, including the Ensuring Access to Medicaid Service Final Rule;
  - impact/limitations on recommendations related to NC Medicaid Clinical Coverage Policies;
  - other factors as identified by the Vendor.
- The Vendor’s analysis under this section shall be reflected in the Vendor’s Final Report.

**Section B-5: Evaluate the Fiscal Impact of Recommendations**

- Based on its analysis and recommendations established in previous sections, the Vendor shall detail the fiscal impact of any proposed rate increases.
- The Vendor’s analysis and conclusions under this section shall be reflected in the Vendor’s Final Report. The Final Report content for activities performed under this section shall include:
  - total cost (federal and state dollars) required to implement any recommended rate adjustments;
  - budget impact if these recommended adjustments to current rates are phased in over multiple years, including recommended inflation factor;
  - other recommendations for potential cost savings (e.g. potential savings related to more efficient transitions from acute care; decreased turnover costs among service provider agencies).
- The Vendor shall organize this state budget fiscal impact data by Appendix A and Appendix B services and by state biennial budget cycles for a minimum of five budget cycles (ten years).

**Section B-6: Parameters for Vendor Data Collection**

- The Vendor shall collect the minimum amount of data necessary to complete the Analysis.
- As part of its proposal, the Vendor shall describe its anticipated data collection process in and shall align with the specifications set forth in this RFP.
- Where applicable, the Vendor shall receive data sources directly from service providers or designee, NC DHHS or public sources.
- Data Use Agreements may be required between the Vendor and the applicable data sharing entities.
- The Vendor may be required to comply with the [NC DHHS Vendor Readiness Assessment Report security protocol](#).
- Any NC DHHS-generated claims, encounter or utilization data the Vendor requests shall have no more than a two-year lookback period.

- Data secured through provider entities shall be kept secure and confidential. Data published in the Final Report or elsewhere shall be de-identified and aggregated to maintain the anonymity of individual service providers.
- The Vendor shall be prepared to provide raw, de-identified data as requested by the Center for the purposes of validating the Vendor's recommendations.
- Data secured from service provider entities shall not be utilized other than for the sole purpose of conducting this Analysis and shall not be shared with other entities except where expressly authorized by this RFP.
- The Vendor shall address how it will integrate the following factors in its proposal:
  - fluctuating NC Medicaid rate adjustments in the last five years;
  - variation in provider budget cycles;
  - variation in provider cost reporting experience;
  - data lag reflected in state cost reporting structures;
  - other factors the Vendor deems relevant that may limit or impede its ability to generate the analysis and recommendations required under this RFP.

## **PART C: SUPPLEMENTAL, OPTIONAL DELIVERABLES**

### **Section C-1: Examination of Service Utilization due to Workforce Shortages**

- The Vendor shall compare service authorization rates and service utilization rates for each designated Home and Community-Based service listed in Appendix A and Appendix B based on a two-year lookback period.
- The Vendor shall examine the care delivery impact of worker shortages in facility-based services.
- The Vendor shall reflect its analysis in its Final Report.

### **Section C-2: Evaluate Economic Impact**

- The Vendor shall conduct analysis on the related economic impact of recommended wage and rate adjustments including but not limited to:
  - the potential economic contributions of informal caregivers who would remain in or return to the workforce because of these adjustments;
  - Economic impact due to direct care workers wage increase.
  - The economic impact of increased Medicaid spending related to this Analysis.
- The Vendor shall analyze the potential impact of the "public benefits cliff" of the proposed wage adjustments to direct care workers and reflect this analysis in the Final Report.
- The Vendor's analysis and any recommendations under this section shall be reflected in the Vendor's Final Report.
- The Vendor shall organize resulting data by region and provide statewide aggregates.

### **Section C-3: Evaluate Health Impact**

- The Vendor shall analyze the potential impact of wage and rate adjustments on LTSS beneficiary health outcomes resulting from:
  - more consistent direct care coverage;
  - more responsive transitions from acute settings;
  - in-home workforce capacity enabling individuals to remain in their communities longer.
  - The results of this analysis shall be reflected in the Vendor's Final Report.

## **PART D: FINAL REPORT AND RELATED ACTIVITY**

- The Vendor shall produce a final report reflecting its process, analysis, recommendations and required content, as established in this RFP.
- The final report shall comport with [Section 508 document accessibility standards](#).
- In addition to the content requirements enumerated within this RFP, the Final Report shall include:
  - an executive summary;
  - a description of the Vendor's applied methods and rationale for its conclusions in each Section;
  - a summary table, organized by Appendix A and Appendix B services, of current rates, recommended rates, the rate difference, and overall projected impact of changes;

- where practicable, the Vendor shall reflect its conclusions and rationale in narrative form, supplemented with appropriate tables, graphics and other visual summaries.
- Submission Requirements:
  - The Vendor shall be prepared to present final calculations and projections to the University no later than October 1, 2026.
    - Calculations, projections and related data are subject to validation review by the Advisory Committee, which must be completed before the Vendor may submit its final calculations and projections.
    - The Vendor shall recommend timelines for this validation review in its proposal.
  - The Vendor shall submit a draft version of the Final Report to University for preliminary review and feedback no later than October 31, 2026.
    - The draft report is subject to review by the Advisory Committee.
    - The Vendor shall recommend timelines for this review in its proposal.
  - The Vendor shall submit its final version of the Final Report to the University by November 30, 2026.
  - The Vendor shall submit an electronic version of the Final Report and a Powerpoint summary presentation slide deck to the University in accordance with the requirements established in this section no later than November 30, 2026.
- The Vendor shall be available to present two online presentations, coordinated by the Center, to relevant interest holders, to be held no later than June 30, 2027.

## 5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## 5.5 TECHNICAL APPROACH

- Vendor's proposal shall include a description of the Vendor's proposed approach to accomplishing the tasks outlined in Section 5 of this RFP. Upon award, this proposed approach will serve as the basis for the Vendor's work plan, as referenced in Section 6.4.
- The Vendor shall provide a narrative overview of its proposed approach, followed by a description of each task for meeting the deliverables established in each section of this RFP's Section 5.
- The Vendor's proposal will also address the following content specifically:
  - specific information within other sections of this RFP requested to be included in the Vendor's proposal;
  - anticipated data sources and related collection methods the Vendor requires;
  - the Vendor's service provider engagement strategy, if not otherwise described, including how proprietary and wage data provided by individual service provider organizations will be secured and remain confidential;
  - any proposed in-person activities;
  - narrative description of how the Vendor meets the qualifications set forth in Section 4.5 (Vendor Experience).
- As part of its submission, the Vendor shall propose its timeline for:
  - completing all research and related activities required to draft its final recommendations, reflected in its Final Report;
  - integrating validation reviews established in Part D, FINAL REPORT AND RELATED ACTIVITY;
  - other activities as reflected in this RFP; and
  - any other key activities as identified by the Vendor.

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the University a contract manager. The contract manager shall be the University’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the University for customer service. The customer service point of contact shall be the University’s point of contact for customer service-related issues (define roles and responsibilities).

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the University, shall be required to meet periodically with the University for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and University performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

- The Vendor shall participate in a virtual, half-day project launch session, organized by the Center, within 15 days of the contract’s execution date.
- The Vendor shall be available for weekly, virtual briefings with Center staff, and as needed, members of the Advisory Committee. These briefings will be organized by the Center staff and will begin weekly after the project launch session.
- The Vendor shall participate in virtual Advisory Committee sessions, held monthly, convened by the Center and integrated into the weekly briefing schedule described above.

**6.3 CONTINUOUS IMPROVEMENT**

The University encourages the Vendor to identify opportunities to reduce the total cost the University. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

**6.4 PERIODIC MONTHLY STATUS REPORTS**

The Vendor shall submit its proposed work plan (modeled after its proposed technical approach submitted with its proposal) five days before the project launch session referenced in Section 6.2.

The Vendor shall provide interim status summary reports to the Center staff by the 5th of the month following the activity month. The first report shall be due after the first full month of activity post contract execution.

## **6.5 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

- Confirmation from the University, in consultation with NC DHHS subject matter experts, that recommendations are sufficiently developed to be credible, defensible and actionable, prior to the Vendor's submission of preliminary recommendations, due on October 1, 2026.
- The University's review and acceptance of the Vendor's final report due November 30, 2026.

The University shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the University may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.6 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor.

## **6.7 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the University, at the option of the University, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the University or its designees. If the University exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The University shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.8 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the University's Contract Manager for resolution. Any claims by the University shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute

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*Vendor: \_\_\_\_\_*

cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.9 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the University and Vendor. Amendments to the contract can only be made through the contract administrator.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

## 7.0 ATTACHMENTS

### \*\*IMPORTANT NOTICE\*\*

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### ATTACHMENT A: PRICING FORM

Complete and return the Pricing associated with this RFP as “Attachment A,” format to be cut and pasted from the table below:

Attachment A Pricing Table			
Task/Activity	Total Estimated Hours by Resource Type	Total Estimated Cost by Resource Type	Optional Explanation: Vendor may provide any rationale, assumptions or dependencies to further explain its estimates.
<b>Pricing for Specific Activities under Tasks and Deliverables, Reflected in Pricing Total</b>			
Core Requirements:			
5.3 Tasks and Deliverables Section A, Priority 1 Services as Reflected in Appendix A			
5.3 Tasks and Deliverables Section B for Priority 1 Services as Reflected in Appendix A			
5.3 Tasks and Deliverables, Section D			
6.2 Award Project Review Meetings			
6.4 Status Reports			
Supplemental Tasks			
5.3 Tasks and Deliverables The additional discrete cost, if any, for conducting all activities for Priority 2 services in Appendix A and B			

5.3 Tasks and Deliverables The additional discrete cost, if any, of adding Tasks and Deliverables Section C-1 activities to overall Analysis.			
5.3 Tasks and Deliverables The additional discrete cost, if any, of adding Tasks and Deliverables Section C-2 activities to overall Analysis			
5.3 Tasks and Deliverables The additional discrete cost, if any, of adding Tasks and Deliverables, Section C-3 activities to overall Analysis.			
<b>TOTALS</b>			
Pricing Total: Core Requirements Only			
Pricing Total: Core Requirements + Supplemental Tasks			

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://finance.unc.edu/wp-content/uploads/sites/298/2024/09/bidders-instructions.pdf>

**ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS & CONDITIONS FOR SERVICES**

The University of North Carolina General Terms and Conditions for Services, which are incorporated herein by this reference, may be found here:

<https://finance.unc.edu/wp-content/uploads/sites/298/2024/09/terms-services.pdf>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

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**LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://www.doa.nc.gov/pc-contracts-grants-loans-cooperative-agreements-certification-72020-pdf/open>

**\*\*\* Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration \*\*\***

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