

RFQ 2019 IN-HOME SERVICES GUIDELINES AND INFORMATION

BACKGROUND

Northwest Missouri Area Agency on Aging (NWMOAAA) serves as the Area Agency on Aging for the eighteen counties of Andrew, Atchison, Buchanan, Caldwell, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Linn, Livingston, Mercer, Nodaway, Putnam, Sullivan and Worth in Northwest Missouri. Area Agencies were established by the Older Americans Act to identify needs, resources and gaps in service, and develop and coordinate programs, services and activities to help older adults remain safely in their home for as long as possible.

In the NWMOAAA service area, the elderly population consists of approximately 59,080 persons over the age of 60. The need for services increases greatly each year, and with the increase in disabilities among this population as well as the aging of the disabled population, this trend is expected to continue to accelerate.

ANTICIPATED FUNDING LEVELS

The funds disbursed by the NWMOAAA for In-Home services will be paid from the respective fiscal year funding in effect at the time each expense is incurred; for example, SFY2019 includes only expenses incurred from July 1, 2018, through June 30, 2019.

Actual funding levels cannot be determined by either the Federal or State Fund sources at this time. All Agreements are subject to available funding.

PERFORMANCE STANDARDS

A. Governing Standards and Regulations

The planning, delivery and documentation of all services shall be in accordance with the NWMOAAA Policies, Applicable Codes of Federal and State Regulations, OMB Circulars and any amendments thereto. Failure to comply with these standards may result in delay of payment, disallowance of payments and/or termination of the Agreements.

B. Individuals to be Served

Services are to be provided to eligible individuals in the geographical area specified in this application, targeting those with greatest economic need, older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas, and those older individuals at risk for institutional placement.

C. Length of Agreement

The successful Participating Organization will operate under an Agreement for twelve (12) months, contingent upon continued State and Federal funding (NWMOAAA resources,) and successful fulfillment of Agreement requirements by the Participating Organization.

D. Service Delivery Area

The NWMOAAA is requesting Requests for Qualification for the counties for which the bidder is willing to provide services. Each county is considered a service delivery area. Agreements are to be made on a specific service delivery area, or a combination of areas. Each Participating Organization will be expected to provide continuous service over the entire Agreement period to those service delivery area(s) selected on Form II.2.

ACCOUNTABILITY

- A. The Participating Organization shall comply with all applicable Federal, State and local government laws and regulations pertaining to wages, hours of employment, and all employee fringe benefits. Particular reference is made to Title 45 Code of Federal Regulations Part 74 Administration of Grants, which is applicable to all contractors, and specifies particular provisions that must be included in the prospective Agreement. Particular attention is drawn to the paragraph which requires that all Participation Agreements contain a provision allowing the NWMOAAA, the Missouri Department of Health & Senior Services, the Administration on Aging, or representatives of any other duly authorized agencies to have immediate access to any books, documents, papers, and records which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions. The Participating Organization shall retain all such books, records, documents, and property for six (6) years unless otherwise specified in NWMOAAA policies.
- B. The Participating Organization shall comply with all Federal, State and local laws governing any services or actions included in this Agreement and shall procure and keep in effect all necessary licenses, permits and inspections as are required by law.
- C. The Participating Organization shall indemnify the NWMOAAA against any loss and/or damage (including attorney's fees and other costs of litigation) caused by negligence, omission or theft by their employees or the negligent acts or omissions of the Participating Organization's agents.

SUBMISSION GUIDELINES

This Request for Qualifications (RFQ) contains all the forms and instructions needed to complete and submit an RFQ for services. All forms must be filled out completely and submitted with all required attachments.

One completed, typed or printed original RFQ must be submitted with original signatures. The RFQ must have tabs identifying the various sections and is due in the Northwest Missouri Area Agency on Aging Office in **Cameron** no later than **2:00 p.m.** May 4, 2018. The RFQ packet should be clearly marked on the outside of the envelope "In-Homes Services."

Mailing Address	Street Address
Northwest Missouri Area Agency on Aging P O Box 185 Cameron MO 64429	Northwest Missouri Area Agency on Aging 1304 North Walnut Street Cameron MO 64429

The Northwest Missouri Area Agency on Aging (NWMOAAA) reserves the right to refuse any and all Agreements.

AMENDMENTS

The Request for Qualifications must be amended when:

- a. Key personnel and those authorized to obligate the organization change, or
- b. The service provider proposes to change or modify activities on those forms which are already submitted and approved
- c. The Provider ownership changes

AGREEMENT REVIEW PROCESS

PROCEDURES: The Request for Qualifications is due at the NWMOAAA Cameron office no later than **2:00 p.m.** May 4, 2018. The RFQ will be opened upon receipt and will be reviewed by NWMOAAA staff. NWMOAAA will contact the Participating Organization for any missing elements. Missing elements must be received before a Participation Agreement can be let.

NOTE: NWMOAAA reserves the right to reject any and all Request for Qualifications. Failure to adhere to the format specified and include all information requested (including requested attachments) may result in the proposal being rejected from consideration.

**SFY 2019
RFQ CHECKLIST
In-Home Services**

This checklist **must be** completed and submitted with the RFQ.

I. GENERAL INFORMATION AND ASSURANCES

REQUIRED FORMS	Enclosed
I.1 General Information	
I.2 General Assurances	
I.3 Business Entity Certification	

II. SUPPORTING INFORMATION

REQUIRED FORMS	Enclosed
II.1 Provider Profile	
II.2 Service Commitment Area	
II.3 Scope of Work	

III. REQUIRED ATTACHMENTS (TO BE SUBMITTED)

REQUIRED ATTCHMENTS	Enclosed
1. Signed copy of current Participation Agreement with the Missouri HealthNet program or Veterans Administration Agreement.	
2. Policy and procedures regarding Grievance procedures for service recipients. Provide a copy of what is given to the participants to inform them of those procedures.	
3. Policy and procedures for informing participants and/or their representatives, and employees, of the Client Rights, Code of Ethics and Confidentiality statement. The confidentiality statement must include both medical and personal information. Include a copy of the Client Rights, Code of Ethics and confidentiality statement to be distributed.	
4. Policy and procedures regarding elder abuse, neglect and exploitation including the identification and reporting.	
5. Policy and procedures used for closing or discontinuing services to authorized participants.	
6. Policy and procedures regarding staff providing services for family members, residing with participants and transporting participants.	
7. Policy and procedures regarding staff providing services to clients when the staff member is ill.	
8. Policy and procedures for telephone contact with the Agency and/or participants during and after business hours.	

9. Policy and procedures for preventing and detecting conduct or actions that are improper or abusive to the Agency program, misappropriation of participant property and/or funds, falsification of service delivery and/or falsification of Agency records.	
10. Policy and Procedures for staff training attendance, ensuring that all staff meet the attendance requirement.	
11. Proof of insurance for	
a. Comprehensive General Liability	
b. Bonding Insurance	
c. Workers Compensation Insurance	
12. Job Description for all In-Home service positions, including supervisory staff.	
13. Current COOP/Disaster Plan for SFY 2019 and after-hours contact numbers.	

SFY 2019
IN-HOME SERVICES
DEFINITION OF TERMS AND SERVICE DEFINITIONS

NWMOAAA

Northwest Missouri Area Agency on Aging. This organization will also be referred to as the “Agency” throughout the RFQ.

SERVICE PROVIDER

Participating organization that actually provides the service(s) to the clients.

HOMEMAKER

Homemaker services are activities directed toward home management and assistance with activities of daily living on a regular basis, for a client who has a multiplicity of needs and requires this assistance in order to remain in the home. These general household activities are provided by a trained homemaker for an individual who is unable to manage the home and care for themselves. Homemaker provides assistance to persons having difficulty with one or more of the following instrumental activities of daily living (IADL): preparing meals, shopping for personal items, or doing light housework.

Unit = 1 hour

PERSONAL CARE

Personal Care is providing personal assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living (ADL): eating, dressing, bathing, toileting and transferring in and out of bed.

Unit = 1 hour

RESPIRE

Respite service provides maintenance and supervision to a participant in the individual's residence to provide temporary relief to the usual caregiver(s.) Respite care services shall include, at a minimum, the following:

- (A) Supervision -- the respite care worker will provide personal oversight of the participant for the duration of the service period. Personal oversight includes making a reasonable effort to assure the safety of the participant and to assist the participant in meeting his/her own essential human needs.
- (B) Companionship -- the worker will provide companionship during the participant's waking hours and attempt to make the client as comfortable as possible.

Unit = 1 hour

**SFY 2019
RFQ
I.1 GENERAL INFORMATION**

PARTICIPATING AGENCY: _____
(Exactly as it appears in the Articles of Incorporation)

ADDRESS: (the address to which all correspondence, payments, contracts, etc. are to be sent)

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

STATUS: For-Profit _____ Not-For-Profit: _____
501(c)(3) TAX EXEMPT: Yes: _____ No _____

AUTHORIZED SIGNATURES

1. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

2. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

3. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

4. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

5. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

6. *Typed name: _____ **Signature: _____

Title: _____

Documents authorized to sign: _____

*Names may be typed or printed
**Signatures must be original signatures

**SFY 2019
RFQ
I.2 GENERAL ASSURANCES**

The Participating Organization (organization) submits herewith the RFQ as required and hereby agrees to administer any resulting agreement in accordance with the regulations, policies and procedures prescribed by the Northwest Missouri Area Agency on Aging (Agency) and the Missouri Department of Health & Senior Services.

AUTHORITY AND CAPACITY	The organization assures that it has the authority and capacity to carry out the services within the service delivery area (SDA.) The organization has on file Articles of Incorporation with the Missouri Secretary of State, where applicable, and Certificate of Good Standing shall be attached to form II.1 of this RFQ.
CONTRIBUTIONS FOR SERVICES	The organization understands and agrees that all services provided under this agreement are subject to Older Americans Act contribution regulations. The organization also understands and agrees they will not collect any contributions from Agency clients. If contributions are received by the organization, they will be forwarded to the Agency. This does not prohibit an organization from collecting payment for services provided to an Agency client that are not part of the care plan and paid for by the Agency.
STAFFING	The organization assures that the services will be directed by management qualified through education or experience, and that adequate numbers of qualified staff, including members of minority groups and volunteers, will be available throughout the agreement period to carry out the services. Subject to the requirement of merit employment systems of local government, preference will be given to persons aged 60 or over for any staff positions (full or part-time) for which such persons qualify. Job descriptions will be on file at the organization and attached to this RFQ. The organization assures that it will maintain service delivery on weekends, holidays, inclement weather, worker absence, vacations and labor shortage in compliance with 19 CSR 15-7.021.
TRAINING	The organization will make provisions for training that meet the requirements as defined in 19 CSR 15-7.021 for personnel necessary to carry out the proposed services. Complete documentation of such training shall be kept on file at the organization's office and made available upon request. The training shall include a schedule and short description of each topic. Include policies and procedures for ensuring that all staff meet the attendance requirements for new and current personnel and attach to this RFQ.
CONFIDENTIALITY	The organization will assure that no information which is in the possession of the organization providing services under this contract, obtained from or about a service recipient, shall be disclosed in an identifiable form without the informed consent of the individual, except as required in RSMo 660.300 regarding reports made to the Central Registry Unit of DHSS.

**COMPLIANCE
REQUIREMENTS**

- a. Equal Employment Opportunity, as amended
- b. Fair Labor Standards Act, as amended
- c. Fair Employment Practices Act, as amended
- d. Age Discrimination Act, as amended
- e. Copeland “Anti-Kickback” Act, as amended
- f. Davis-Bacon Act, as amended
- g. Contract Work Hours and Safety Standards Act, as amended
- h. Clean Air Act/Clean Water Act/EPA Regulations, as amended
- i. Americans with Disabilities Act (ADA), as amended
- j. Civil Rights Act, as amended and all other applicable federal and state laws, regulations and executive orders relating to the foregoing.
- k. Public Law 100-175 “Older Americans Act,” as amended
- l. 2CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- m. 45 CFR Part 80 “Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services. Effectuation of Title VI of the Civil Rights Act of 1964,” as amended
- n. 45 CFR Part 84 “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation,” as amended
- o. 45 CFR Part 91 “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance,” as amended
- p. 45 CFR Part 92 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as amended
- q. 45 CFR Part 1321 “Grants to State and Community Programs on Aging,” as amended 19 CSR 15-4 “Older Americans Act,” as amended, & 19 CSR 15-7 “Service Standards,” as amended and 19 CSR 70.91.010 – Personal Care
- r. RSMo 285.525 to 285.550 Unauthorized Alien Work Authorization and Documentation in the State of Missouri

The organization also agrees to comply with the following statutory and regulatory requirements when applicable:

- Sections 210.900 through 210.936, RSMo – Family Care Safety Registry (FCSR)
- Sections 210.109 through 210.183, RSMo – Abuse or Neglect of child
- Section 565.188, RSMo – Report of Elder Abuse
- Section 610.120, RSMo – Closed Records
- Section 660.050, RSMo – Alzheimer’s Disease
- Section 660.250 through 660.320, RSMo including:
 - Section 660.315 – Employee Disqualification List
 - Section 660.317 – Criminal Background Checks
- 19 CSR 30-82.060 – Hiring Restrictions – Good Cause Waiver
 - 19 CSR 15-7.021- Insurance and Bonding and to be maintained during the length of this agreement and attached to this RFQ.

<p>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – Lower Tier Covered Transactions</p>	<p>This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 section 98.510, Participants’ responsibilities. The regulation was published as Part II of the June 26, 1985, Federal Register (pages 33.036-33.042).</p> <ol style="list-style-type: none"> 1. The organization (lower tier participant) certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency. 2. Where the organization (lower tier participant) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
<p>ACCURACY OF INFORMATION</p>	<p>The organization assures that it will maintain, monitor and update all web-site information on a regular basis, and as necessary. Electronic information includes, but is not limited to, the organization’s website and all information pertaining to web-based information for use of clients. The provider assures that it will maintain a working computer at its main location with access to the internet, in order to enter data, retrieve information, and transmit information to the Agency. The provider assures that it will maintain a regular email account and a vaultmail (secure) account for transmitting and receiving information from the Agency, and agrees to check the email account periodically throughout each business day.</p>
<p>AFFIRMATIVE ACTION PLAN</p>	<p>The organization assures that, if applicable, it will have an Affirmative Action Plan which complies to the principles of 8 CSR 60-3.080. The Affirmative Action Plan will be available upon request.</p>
<p>MARRIAGE</p>	<p>The organization assures it will comply with the following directive as set forth within Older Americans Act grant awards: United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.</p>
<p>AMENDMENTS TO THE RFQ</p>	<p>The organization assures that it will, prior to implementation, submit for approval to the Agency necessary documentation of substantial changes, additions or deletions to this RFQ in accordance with the terms and conditions of this proposal and any succeeding agreement.</p>

INTENT TO COMPLY AND PROVIDE SERVICE	<p>The organization, having examined the instructions and specifications, hereby proposes to perform the service(s) in accordance with the Participation Agreement requirements, specifications and standards at a rate not to exceed the Medicaid rate established by the State of Missouri. The organization, upon notification of an agreement award, will begin services on July 1, 2018, and will carry out service provision as assigned through June 30, 2019.</p>
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The undersigned, on behalf of the organization, assures compliance with the above.

Authorized Signature

Date Signed

Signer's Title

SFY 2019
RFQ
I.3 BUSINESS ENTITY CERTIFICATION, ENROLLMENT
DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION
BUSINESS ENTITY CERTIFICATION

Health Insurance Portability and Accountability Act of 1996, as amended - The Agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- a. “Access,” “administrative safeguards,” “confidentiality,” “covered entity,” “data aggregation,” “designated record set,” “disclosure,” “hybrid entity,” “information system,” “physical safeguards,” “required by law,” “technical safeguards,” “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Agency.
- e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

- g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

The Agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

Permitted Uses and Disclosures of Protected Health Information by the Contractor:

The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Agency, except for the specific uses and disclosures in the contract.

The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Agency to do so.

The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Agency's minimum necessary policies and procedures.

Obligations and Activities of the Contractor:

The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
- b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
- c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
- d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

By no later than ten (10) calendar days after receipt of a written request from the Agency, or as otherwise required by state or Federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Agency available to the Agency and/or to the Department of Health and Senior Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Agency to respond to a request by an individual for an accounting of disclosures of Protected Health

Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Agency, or as otherwise required by state or Federal law or regulation, or by another time as may be agreed upon in writing by the Agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Agency. If requested by the Agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Agency upon request.

In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following an Agency request, or as otherwise required by state or Federal law or regulation, or by another time as may be agreed upon in writing by the Agency, provide the Agency access to the Protected Health Information in an individual's designated record set. However, if requested by the Agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

At the direction of the Agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

The contractor shall report to the Agency's HIPAA Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

The contractor shall report to the Agency's HIPAA Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Agency's HIPAA Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

The contractor shall report to the Agency's HIPAA Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Agency's HIPAA Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
- b. The electronic address of any individual who has specified a preference of contact by electronic mail;
- c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
- d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
- e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

If the contractor becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Agency's Security Officer of the activity or practice and work with the Agency to correct the breach of contract.

The contractor shall indemnify the Agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of

the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney fees, which may be imposed upon the agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

Obligations of the Agency:

The Agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Agency's notice of privacy practices in accordance with 45 CFR 164.520.

The Agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

The Agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Agency has agreed to in accordance with 45 CFR 164.522.

The Agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Agency, either return to the Agency or destroy all Protected Health Information received by the contractor from the Agency, or created or received by the contractor on behalf of the Agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

In the event the Agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Agency and obtain instructions from the Agency for either the return or destruction of the Protected Health Information.

Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Agency determines that cancellation of the contract is not feasible, the Agency may elect not to cancel the contract, but the Agency shall report the breach of contract to the Department of Health and Senior Services.

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I.3 BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION
BUSINESS ENTITY CERTIFICATION:**

The Contractor must certify their current business status by completing either Box A or Box B on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.
 BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xpreprot/programs/gc_1185221678150.shtm.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.
 Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**
 The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Northwest Missouri Area Agency on Aging all documentation required in Box B of this exhibit.

_____ Authorized Representative’s Name (Please Print)	_____ Authorized Representative’s Signature
_____ Company Name (if applicable)	_____ Date

BOX B-CURRENT BUSINESS ENTITY STATUS

Complete the following if you DO meet the Business Entity Definition

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check **each** to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Northwest Missouri Area Agency On Aging for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

**SFY2019
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II.1 PROVIDER PROFILE**

PARTICIPATING ORGANIZATION _____

CENTRAL OFFICE ADDRESS _____

Phone Number _____ Fax Number _____

Toll Free Number _____ Email Address _____

Web Address _____ Office Hours _____

Director _____

SATELLITE OFFICE ADDRESS: _____

Phone number _____ Fax Number _____

Toll Free Number _____ Email Address _____

Web Address _____ Office Hours _____

Director _____

Director's Email Address _____

Designated Manager _____

Phone Number _____ Email Address _____

Registered Nurse _____

Phone Number _____ Email Address _____

SFY2019
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II.1 PROVIDER PROFILE

Corporation For Profit Not for Profit

Attach the following:

- Current Certificate of Good Standing; and
- Copies of Current signed Contract(s) with either the VA or the MMAC unit in Missouri.

To gain information and a better understanding of the Participating Organization's experience in providing in-home services, please tell us how many years and what other contracts you hold. Do you employ multi-lingual staff? If not, what method do you use for the purpose of translation for individuals with limited English proficiency? How many years of experience does your key staff have in providing in-home services? Please use this area to tell us more about your organization.

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II.2 SERVICE COMMITMENT AREA**

Place a checkmark under the service(s) for which county(ies) you wish to serve.

COUNTY	BASIC HOMEMAKER (HC)	BASIC PERSONAL CARE (PC)	BASIC RESPITE
Andrew			
Atchison			
Buchanan			
Caldwell			
Clinton			
Daviess			
DeKalb			
Gentry			
Grundy			
Harrison			
Holt			
Linn			
Livingston			
Mercer			
Nodaway			
Putnam			
Sullivan			
Worth			

I hereby propose service delivery for the county(ies) marked above and understand that services must be provided throughout the entire county(ies). I understand and agree that, if at any time my commitment area changes, I must submit an amended II.2 Service of Commitment Area form.

Provider Name	Date
Authorized Signature	Title

SFY 2019
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III.3 SCOPE OF WORK IN-HOME SERVICES

JULY 1, 2018, THROUGH JUNE 30, 2019

1.0 Purpose

To provide for the delivery of in-home services, as authorized by the Northwest Missouri Area Agency on Aging, (hereinafter “Agency”) to participants within the residential setting in compliance with 19 CSR 15-7.201, 19 CSR 15-7.010, all other applicable federal and state laws and the requirements of this “Participation Agreement.”

2.0 DELIVERABLES

- 2.1 The Provider shall deliver in-home services to participants in the Provider’s designated service area when authorized by the Agency. The Provider shall request authorization to add or discontinue any in-home services authorized by Agency. The Provider agrees and understands that no change in the service area shall take place prior to the Agency’s approval and authorization of the proposed change.
- 2.2 The Provider shall deliver services to participants as authorized by the Agency and accepted by the Provider on a dependable and regular basis, and all services shall be delivered strictly in accordance with the participant’s care plan as approved by the Agency.
- 2.3 The Provider further understands and agrees that the Agency retains the right to terminate services with the Provider when there has been determination of cause and/or at the request of the participant. Participants who have authorized services through the Agency have the right to utilize the provider of their choice, and the Agency makes no representations regarding the number of clients who will choose the service provider.
- 2.4 The Provider shall at all times maintain the ability to be in contact with all authorized Participants and the Agency which shall mean at a minimum:
 - 2.4.1 Maintain business telephone numbers that are answered twenty-four (24) hours a day, seven (7) days a week, identifying the Provider’s name. The Provider shall not use telephone services intended to block or restrict incoming calls.
 - 2.4.2 Maintain a principal place of business that is open for business and has staff on-site during posted business hours. The Provider understands and agrees that business hours for its principal place of business shall be conspicuously posted.

Inform the Agency of all satellite office(s) that is/are open for business and has staff on-site during posted business hours. The Provider understands and agrees that business hours for satellite office(s) shall be conspicuously posted. Satellite office(s) that are neither intended to serve authorized participants nor are serving authorized participants do not need to be reported to the Agency.

- 2.4.3 Posting and distributing its business hours to all authorized participants of the Agency being served by the Provider, the participant's representative and the Agency, in an effort to ensure communication and flow of service delivery.
- 2.4.4 Inform immediately in writing, all authorized participants of the Agency being served by the Provider, the participant's representative and the Agency of the business telephone number(s), exact street address, including any apartment or suite number, and business hours of the principal place of business and satellite offices, if applicable.
- 2.4.5 Informing immediately in writing all authorized participants of the Agency being served by the Provider, the participant's representative and the Agency, of any and all changes regarding the address of the principal place of business and satellite office(s), as well as any changes regarding business hours, ownership, telephone number(s), fax number(s), and e-mail addresses of the principal place of business. The Provider understands and agrees that such notification shall be made at least five (5) working days before any changes take place.
- 2.4.6 Maintain internet access to input data in "AgingIS" as required by the Agency and to send and receive information containing PII through Vaultmail. Any communication containing PII not sent through secure email will not be considered delivered or accepted and will be considered in breach of contract and a breach of HIPAA by the Provider, and will be reported to the Agency HIPAA officer, following Agency protocol. Upon request from the Provider, the Agency will send secure email as a means for the Provider to securely send information containing PII to the Agency.
- 2.4.7 The Provider understands and agrees that documents are considered delivered once sent by email, USPS, or fax; and services must commence within ten (10) business days. The Provider understands and agrees that Vaultmail, email, fax and mail will be checked daily, during regular business hours, for client authorizations and care plan changes. The Provider understands that client data will be uploaded to AgingIS and can be accessed and printed from there.
- 2.4.8 The Provider understands and agrees that if at any time they cannot provide the authorized services to the participant due to staffing, the Provider shall notify the Agency immediately. The Agency will make every effort to find a provider that can provide the service to prevent a break in service. The Provider understands that once the staffing issue is remedied the Provider must contact the Agency prior to resuming any services to the participant. The Agency will ask the participant if they wish to change providers back to the original provider.

3.0 TELEPHONY

- 3.1 Using a telephone tracking system, as required by RsMO 660.023(1), will be acceptable as documentation of delivery of in-home services, as required by Chapter 660 of the Missouri Revised Statutes Section 660.023. If the Provider chooses to use that tracking system, the program must maintain the minimums of recording the exact date of service delivery, the exact time the service began and ended, and verify that the telephone number from which the services were registered is unique to the participant. If the participant's telephone service is not in service, worker must verify the time spent delivering the authorized in-home

services by using a paper timesheet containing the time and service, signed by the participant.

- 3.2 When utilizing Electronic Visit Verification Systems, the exact minutes of clock-in and clock-out are recorded; and they do not add up to full and equal units. Partial units are defined as the delivered minutes of a service that do not a billable unit of service. Partial units should be accrued and billed, as long as the total authorization of units are not exceeded. Accrued minutes should be totaled and added to the end of the billing cycle, when possible.
- 3.3 The Provider understands and agrees that, when a paper timesheet is used to bill for a delivered service, the timesheet must contain what service is being billed, date, time the worker began the delivery of service and time the worker completed the delivered service. The timesheet must contain the original signature of the participant, verifying that services were delivered. The timesheet should not be signed until the delivery of service has been completed. If the timesheet was not signed on the day the service was delivered, an explanation must accompany the timesheet.
- 3.4 The Provider should have the ability to produce reports of services delivered, tasks performed, participant identity, beginning and ending times of service and date of service in summary fashion that constitute adequate documentation of service.
- 3.5 The Provider must maintain a reliable backup and recovery processes that ensure that all data is preserved and accessible in the event of system malfunction or disaster.

4.0 AGINGIS REQUIREMENTS

- 4.1 Providers agree and understand that an AgingIS seat must be acquired from the Agency Director of Operations. Providers are responsible for data entry of service units online in AgingIS. Exceptions may be approved by the Director of Operations on a case-by-case basis, for cause. The Provider understands that it will be billed quarterly for its AgingIS seat at the rate of two hundred one dollars and fifty cents (\$201.50) per quarter. The Provider agrees that upon the receipt of the Agency invoice it will reimburse the Agency for the cost of the seat. If reimbursement is not received by the designated time, it may cause a delay in reimbursement. If a second notice is given and there is no response, the Provider understands that its reimbursement may be reduced.
- 4.2 All data entry for delivered in-home units for the prior month shall be entered into AgingIS by the fifth (5th) work day of the following month, unless an exception is approved and on file with the Agency. The Director of Operations or designee will approve any exceptions received, in writing. If units are not logged by the fifth work day of the month for the prior month, AgingIS access will be locked for the Provider until the Agency notifies the Provider when they can enter the units in AgingIS. Payment for those units will be made in the following month's billing cycle.
- 4.3 If authorized in-home participants do not receive all of the authorized services, the Provider must note under Client Notes in AgingIS why there was no delivery of authorized services. If the Provider does not enter the reason for non-delivery of service, all billable units for that participant may be denied.

4.4 If the Provider is aware of a change of information for a participant, e.g. phone number or address, the Provider must change that information and notify the Agency of the change, using client ID number only

5.0 CONDITIONS FOR PAYMENT

5.1 The Agency shall only compensate the Provider for units authorized by the Agency. The Provider will not be reimbursed for units which were not authorized prior to the delivery of service.

5.2 No payment will be made to the Provider for any units for which the Provider has been paid by another source.

5.3 If the Provider fails to bill for provided service units, the Provider must bill the Agency separately with documentation that the units were provided and were not paid for by another source. Documentation shall include signed timesheet or telephony report, with dates and times the services were provided, and a statement from the Provider, signed by the Director or CEO of the organization.

5.4 The Agency will generate an invoice after all unit entry into Aging IS has been reviewed, and the Provider must sign and return it to the Director of Operations via fax or email before payment can be made for services delivered by the Provider, in each calendar month in which this agreement is effective.

5.5 All invoices must be submitted to the Agency by fax, mail, or email to:

Northwest Missouri Area Agency on Aging
PO Box 185
Cameron MO 64429
Fax 816-396-0568 or 660-726-4113
BStigall@nwmoaaa.org
SHarris@nwmoaaa.org

5.6 If a Provider receives an overpayment or underpayment, adjustments will be made on the following month's billing when possible. When adjustment is not possible, the Provider, upon notification from the Agency, shall issue a check made payable to "Northwest Missouri Area Agency on Aging" and mail the check to:

Northwest Missouri Area Agency on Aging
P O Box 265
Albany MO 64402

5.7 The Agency shall not be obligated to pay the Provider with respect to an invoice unless all required components and reports have been received by the required deadlines and are complete and accurate. Late submissions may be approved by the Director of Operations on a case-by-case basis.

- 5.8 Payments under this agreement are earned only when authorized services have been provided to eligible recipients as assigned and the pro-rated match requirement of 15% has been met and reported. The pro-rated match shall not be charged to the participants as an out-of-pocket cost or co-payment or matched with other federal funding. Receipt of funds by the Provider through reimbursement does not constitute the earning of those funds. The Provider agrees to document, retain and make available upon request, documentation of match resources at a ratio identified above. Such match may be in the form of non-federal other cash or in-kind donations necessary to provide the service to participants.
- 5.9 The Agency will make the participant aware of the ability to contribute to the service and that service shall not be denied because of the inability to contribute. The Agency staff will provide the participant with addressed envelopes which can be used for contributions. If the Provider receives cash contributions for in-home services, those cash contributions shall be forwarded to the Agency immediately after receipt, and be plainly marked for which service the contribution was given.
- 5.10 The Provider understands and agrees the a new General Information form must be completed any time there is a change in the authorized signer for the billing/contracts or agreements.

6.0 STAFFING

- 6.1 The Provider agrees and understands this Agreement is predicated on the utilization of specific individual(s) and/or personnel qualifications as identified or defined in 19 CSR 15-7.010 and CSR 15-7.030.
- 6.1.1 The Provider fully understands and agrees that the Agency retains the right to determine for cause that any employee who delivers services is unsuitable to deliver services to Agency participants, and thereby refuse to pay the Provider for services delivered by such a person; and such refusal does not constitute a breach of this Agreement.
- 6.2 The Provider agrees to immediately contact the Agency in writing whenever there is a change of the director, designated manager and/or Registered Nurse, ownership and/ or the location of the primary office.
- 6.3 The Provider shall utilize employees who are registered, screened and eligible for employment pursuant to Sections 210.900-210936, 660.315 and 660-317, RSMo. Utilization of any person to provide services to Agency clients in violation of this provision shall constitute a material breach of the Agreement. Any reimbursement for services performed in violation of this provision shall be refunded to the Agency by the Provider. The terms “person” and “employee” include employees, volunteers, interns and contract personnel.
- 6.4 The Provider shall not employ any person in the capacity that is listed on the Employee Disqualification List (EDL) maintained by the Department of Health and Senior Services pursuant to Chapter 660, RSMo; and the Provider agrees to verify that no staff are listed at any time during their employment. The Provider shall maintain in its files verification of the EDL checks. Employment of an individual who is listed on the EDL shall constitute a material breach of this Agreement. The terms “person” and “employee” include employees, volunteers, interns and contract personnel.

- 6.5 The Provider agrees to maintain in its files documentation that verifies the adoption, implementation and enforcement of the following policies in recruiting, hiring and employing staff, and in utilizing volunteers:
- 6.5.1 All persons who provide services, who may provide services or who may otherwise have contact with a person receiving care or services from the Provider, shall complete an employment application prior to such contact. The application shall include, at a minimum:
 - 6.5.1.1 A question requiring disclosure of all criminal convictions, findings of guilt, pleas of guilty, and pleas of nolo contendere, except for minor traffic offenses.
 - 6.5.1.2 A consent to a pre-employment criminal record check.
 - 6.5.1.3 A consent to a closed records check pursuant to Section 610.120, RSMo.
 - 6.5.1.4 A question requiring disclosure of all aliases and social security numbers used by the applicant.
 - 6.6 The Provider shall maintain in its files copies of all screening information to document that screening was conducted in compliance with Sections 660.315 and 660.317, RSMo.
 - 6.7 Family Care Safety Registry and EDL checks shall be performed for all aliases and social security numbers used by the applicant at the time of hire, and quarterly.
 - 6.8 If the Provider utilizes a private investigatory agency to conduct background screenings, the Provider will utilize only those private investigatory agencies that are able to comply with the provisions of this Agreement and the requirements set forth in Sections 210.900-210.936, 660.317 and 43.530-43.540, RSMo. The Provider will maintain in its files copies of all documents provided to the private investigatory agency, all documents evidencing the screening that was conducted, including a copy of the request and search made by the private investigatory agency, and all documents received from the private investigatory agency.
 - 6.9 The Provider shall be responsible for verifying whether the certifications, licenses and degrees of all its personnel and those of its subcontracted personnel are current and in good standing, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this Agreement; and documentation of such licensure or certification or degrees shall be maintained by the Provider and made available to the Agency or its designee upon request.
 - 6.10 Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that:
 - 6.10.1 The direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - 6.10.2 Shall not henceforth be in such violation and
 - 6.10.3 The contractor receives from the subcontractor a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
 - 6.11 Affidavit of Work Authorization and Documentation: Pursuant to 285.530 RSMo, the

organization must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

6.11.1 Submitting a completed, notarized copy of the “Affidavit of Work Authorization”
and

6.11.2 Providing documentation affirming the organization’s enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

7.0 SPECIAL PROVISIONS

7.1 The Provider agrees and understands that refusal or failure to deliver services in accordance with the Care Plan to any client authorized by the Agency and accepted by the Provider may constitute a breach of the Agreement unless prior approval has been obtained from the Agency. It shall be deemed a material breach of this agreement for the Provider to limit its acceptance of clients for service to any particular group or subgroup of participants.

7.2 In the event the Provider maintains this Agreement for six (6) consecutive months without accepting for service or actually delivering service to at least one (1) client, the Agency reserves the right to cancel this Agreement upon written notice.

7.3 The Provider agrees that failure to submit all the information as required shall make the Provider ineligible for consideration for a new participation agreement until the Provider submits all the information it failed to submit, along with a complete new proposal, and the Agency conducts a site visit.

7.4 The Provider shall not assign any interest in this Agreement and shall not transfer any interest whatsoever in this Agreement. The Provider shall make full, complete and accurate disclosure of its business organization.

7.5 The Provider shall notify the Agency at least ten (10) business days before a change of ownership of the Provider’s business. Change of ownership shall be defined as:

7.5.1 Partnership--a deletion, substitution, or addition of a general partner

7.5.2 Proprietary Corporation--the sale of stock to another entity acquiring five (5) percent or more of the outstanding stock shares, or the sale of the majority of corporate assets to any party.

7.5.3 Sole Proprietorship--the sale or transfer of any part of the business to any other person or business entity equal to or exceeding five (5) percent of the Provider’s business.

7.5.4 Limited Liability--the deletion, substitution, or addition of any investing person or business entity by sale, lease, or transfer of any kind.

7.6 The Provider shall not allow any official or employee of the Agency, nor any other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services covered by this Agreement, to acquire any interest, pecuniary or otherwise, in this Agreement; and the establishment with or transfer of such interest to such an official or state employee shall constitute a material breach of this Agreement.

- 7.7 The Provider warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Provider further warrants that no person having such an interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement. Additionally, the Provider agrees to immediately report any such conflict of interest to the Agency, and warrants that none now exists.
- 7.8 The Provider shall have a policy to maintain a drug-free workplace.
- 7.9 The Provider shall develop policies and a plan to work with the Agency regarding service delivery during times of natural disasters such as earthquakes and floods and man-made disasters such as bombs and bioterrorism. The plan must include working with the Provider's local emergency operation centers for the affected area.
- 7.10 The Provider shall maintain the insurance coverage required by 19 CSR 15-7.021. The Provider herein authorizes its insurance carrier, broker, agent and/or premium finance company to release information concerning insurance coverage required by 19 CSR 15-7.021 upon the request of the Agency.
- 7.11 The Provider shall report to the Elder Abuse Hotline (1-800-392-0210) any instances of elder abuse, neglect or exploitation pursuant to the RSMo Section 600 and the child abuse/neglect Hotline (1-800-392-3738) any instances of child abuse, neglect, pursuant RSMo Section 210.
- 7.12 The Provider agrees to perform all services under this agreement in compliance with this Agreement and in compliance with all applicable state and federal statutes and all regulations lawfully promulgated by the Department, including but not limited to 19CSR 15-7021 and 13 CSR 70-91.010, or by any state and federal agency, including any and all amendments to said regulations that may occur during the term of this Agreement.
- 7.13 The Agency shall monitor the Provider for compliance, and findings of the monitoring shall be disclosed to the Provider and, as necessary, a statement of deficiencies will be issued relating to the Provider's compliance.
- 7.13.1 Within ten (10) calendar days of receipt of the statement of deficiencies, the Provider shall submit to the Agency an acceptable written plan of correction addressing the areas found to be out of compliance.
- 7.13.2 The Provider shall correct the violations within forty-five (45) days of submission of the plan of correction.
- 7.13.3 The Agency may impose sanctions, changes to the Agreement and/or terminate this agreement, if violations are not corrected.
- 7.14 The Provider's failure to allow the Agency to monitor its performance under the terms of this Agreement, the in-home service standards published at 19 CSR 15-7.021, and Personal Care Standards published at 13 CSR 70-91.010 and Agency Policies and Procedures, shall constitute a material breach of the Agreement.
- 7.15 The Provider agrees and understands that, in the event that services are delivered by the Provider and billed to the Agency, they must also allow the Agency to monitor all aspects of

the delivery of service under the same terms and conditions as the monitoring of this Agreement. Failure to allow the monitoring shall constitute a breach of this Agreement.

- 7.16 The Provider's principal place of business and/or satellite office(s), if applicable, shall have staff on the premises with access to the records during the hours of 8:00 a.m. to 4:30 p.m. at the request of the Agency for the purpose of records examination.
- 7.17 The Provider agrees, understands and acknowledges that when the Agency authorizes services for individuals, those individuals are considered clients of the Agency; and the purpose of this Agreement for the Agency is the orderly, efficient and dependable delivery of services to a population of clients who are vulnerable and at risk. Therefore, the Provider agrees and understands that the Agency reserves the right to unilaterally, but upon written notice, invoke changes in the Agreement when it has cause to do so. The changes may be invoked by the Agency upon material breach or for cause when the performance of the Provider has impaired the purpose of this Agreement.
- 7.18 The Provider shall maintain records of all its activities pursuant to the Agreement and applicable statutes and regulations. These records shall be legible, accurate, genuine and complete records of all its activities pursuant to the Agreement and applicable statutes and regulations. These records shall include, but not be limited to, records to verify the delivery of services pursuant to the terms of this Agreement and applicable statutes and regulations. The Provider agrees to make all of its records, which in the judgment of the Agency are related in any way to the performance of this Agreement, available for examination or copying without restriction, upon request by the Agency or its designated representatives and to such federal and/or state agencies as may request such information. The Provider also agrees that failure to comply with this provision shall be deemed a material breach of this Agreement, and to repay the Agency all amounts for any services, which are not adequately verified and fully documented by the Provider's records.
- 7.19 The Provider understands that adequate verification and full documentation shall mean that records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records, and that such an examination can readily determine that the Provider's services were provided, including but not limited to the identity of the client, date, time, place, nature of the services and by whom services were provided. The Provider shall keep adequate legible, genuine, accurate and complete records to verify the delivery of services pursuant to the terms of this Agreement and applicable statutes and regulations for a minimum period of six (6) years following the Agreement's expiration.

The undersigned, on behalf of the Provider, assures compliance with the above.

Authorized Signature

Date signed