



REQUEST FOR PROPOSAL

In-Home Services: Care Management, Homemaker, Personal Care, Bath Visit, Respite Care and Medication Management

Released: **December 8, 2023**
Closing Date: **January 5, 2024**
Time: **4:00 PM**
Contact: Vicki Hon, Operations
Administrator
Clay County Senior Services
4444 N. Belleview, Ste. 110
Gladstone, MO 64116
816.455.4800
E-Mail:
vicki@claycoseniors.org

Dear Perspective Bidder:

Clay County Senior Services (CCSS) is seeking proposals from qualified bidders to provide the services of care management, homemaker, personal care, bath visits, respite care and medication management for residents of Clay County, Missouri who are age 60 and older, and living in an independent living situation. The details are contained in the enclosed Request for Proposal. We hope you find the information sufficient to evaluate, prepare, and submit a proposal in accordance with the proposal specifications.

Individuals or parties interested in submitting a proposal are required to have the staffing available to provide the services outlined above upon execution of a contract.

Person(s) submitting a proposal need to read and follow all instructions and specifications contained herein. Any questions should be submitted via e-mail to the above address. All questions and inquiries and CCSS's answers will be given to all firms that have expressed an interest in the RFP. Please do not contact the CCSS staff concerning this RFP except by this method. Failure to follow this procedure may result in disqualification.

The proposal must be signed by a representative authorized to legally bind the bidder and returned in its entirety, with all required attachments, prior to the closing date and time in order for the proposal to be considered valid. Proposals are to be returned to the address above before **4:00 p.m. on Friday, January 5, 2024.**

I. PUBLIC NOTICE

Notice is hereby given that Clay County Senior Services (CCSS) will release Request for Proposal (RFP) documents for the provision of the following services in the Missouri county of Clay:

Care Management
Homemaker
Personal Care
Bath Visit
Respite Care
Medication Management
Mileage Rate

These documents will be released at 10:00 a.m. on Friday, December 8, 2023. Questions relating to proposal procedures, requirements and evaluation should be directed to Vicki Hon by email. All responses to this RFP must be received at CCSS no later than 4:00 p.m. Friday, January 5, 2024 in order to be given full consideration. The envelope containing the proposal must be clearly marked "SEALED PROPOSAL". Late proposals will be returned to sender unopened.

CCSS reserves the right to select or reject any proposal, in whole or in part.

All proposals received by the aforementioned deadline shall be screened by CCSS staff for completeness.

Non-conforming proposals shall be rejected. The respondent will be informed as such in writing no later than January 8, 2024.

A review committee will be established to review all proposals responding to this RFP. Representatives of each party submitting an accepted proposal may be invited to a meeting held by this committee (time and place to be announced) to answer and possibly clarify any questions or concerns committee members may have regarding the proposal. Evaluations and recommendations concerning the RFP's by this committee will be submitted to the Board of CCSS for review and further action.

All proposals received by CCSS are subject to the Missouri Sunshine Law. To the extent possible, CCSS will keep information contained in the proposals confidential. Respondents are required to identify those portions of their proposal documents that they consider to be proprietary. An entire proposal document may not be protected. All proposals and supporting documents will remain confidential until a final contract has been executed.

II. CONTRACT PERFORMANCE PERIOD

The term of the contract will be for one year beginning March 1, 2024 and ending December 31, 2024, with the option to renew for an additional three years.

III. MINIMUM REQUIREMENTS OF RESPONDENTS

Responses to this RFP will be accepted from Parties meeting the following minimum requirements:

- A. A business entity eligible to do business in the State of Missouri. Proposals from individuals will not be accepted.
- B. A business entity with current licenses and/or permits, as required, for proposed services.
- C. A business that has at least two (2) years of experience in the provision of services to be provided as outlined in these documents to the target population.

IV. SUBMITTING A PROPOSAL

One original of the proposal, properly endorsed by a representative authorized to legally bind respondent must be returned in its entirety with all required attachments by the closing time and date of 4 p.m. Friday, January 5, 2024.

V. REVIEW AND EVALUATION

- A. It is the intent of CCSS to negotiate a contract with one or more respondents whose proposal is deemed most advantageous to CCSS in accordance with all the provisions, instructions, and requirements in this document. CCSS shall also utilize the services of one or all of the successful respondents during the term of the respective contracts in a manner that is most advantageous to CCSS and the clients it serves.
- B. This is an Indefinite Delivery and Indefinite Quantity (IDIQ) RFP. Because of the nature of this service, CCSS does not and cannot guarantee to any contractor any certain type or quantity of clients nor their location other than in Clay County.
- C. All submitted proposals will be reviewed for completeness and those deemed to be incomplete or non-responsive will be rejected from further consideration. CCSS reserves the right to waive any irregularities it deems minor.
- D. Prior to selection and award of a contract, one or more respondents may be asked to be interviewed by CCSS's staff members and/or Board members.
- E. CCSS retains the right to reject any or all proposals and to negotiate a final contract or contracts with the vendors whose proposals are deemed most acceptable and advantageous to CCSS. CCSS in its sole discretion may also reject all proposals submitted and re-issue the RFP for new submissions or terminate the process.
- F. Award shall be made by written notification from CCSS.

(Continue to Proposal Cover Sheet)

PROPOSAL COVER SHEET

DATE: _____

TO: Tina Uridge
Executive Director
Clay County Senior Services
4444 N Belleview, Suite 110
Gladstone, MO 64116

SERVICE: In-Home Care to include care management, homemaker, personal care, bath visits, respite care and medication management. (See Attachment I for description and definition of each service)

- A. The undersigned, in compliance with your request for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Proposal, having examined the proposal instructions and specifications, hereby proposes to perform the service in accordance with the CCSS' requirements, specifications and standards at the rates for service as stated in the attached proposal.
- B. The undersigned further agrees as follows:
1. Upon receiving official CCSS notification of approval shall by March 1, 2024 begin work and carry on regularly and expeditiously thereafter (unless CCSS specifically directs otherwise) with such force as to insure the full completion within the time specified in a provider agreement guaranteeing the faithful performance of the services; and
 2. That CCSS has the right to reject any and all proposals.

_____ Signature of Authorized Individual	_____ Date
_____ Name & Title	_____ Telephone Number
_____ Party/Company	_____ Fax Number
_____ Address	_____ City, State, Zip Code
_____ Contact Person	_____ Telephone Number
_____ Website	_____ Email

You Must Provide the Following Information in Your IDIQ Proposal

All requested Indefinite Delivery and Indefinite Quantity (IDIQ) proposal documentation must be submitted with your IDIQ proposal.

A "Proposal Narrative" is required and must include the subject categories that follow. Proposals will be evaluated based upon SPECIFIC DETAILED descriptions of how the respondent will perform the scope of work. Simple paraphrasing of the RFP will not be sufficient.

1. Describe the organization's structure, including the corporate status; date of incorporation; list of senior officers for 2022, 2023, and 2024. Indicate how many branches this corporation has if it is applicable. Please enclose publications provided by your organization to clients describing your organization and services.
 2. Please provide the number of office locations and the address(es) of local office and/or other offices.
 3. Describe in detail how many years your agency has been providing the services outlined in this proposal and where and to whom these services have been delivered.
 4. Describe in detail the services being proposed and the way the respondent plans to deliver them.
 5. Describe the respondent's staff, staff qualifications and organization of service personnel (paid and voluntary) involved in the service operation. Include a specific list of administrative staff, their qualifications and responsibilities and a description of service personnel to be involved in the provision of services, including numbers, positions and qualifications.
 6. Describe in detail how you recruit, hire and retain personnel. Describe how the respondent plans to recruit and retain staff to ensure there are sufficient numbers of direct care workers to carry out the proposed levels of service.
 7. How many clients do you currently provide services for as described in this RFP?
 8. Based on the attached guidelines, are there any limitations which would prohibit your agency from being able to staff and serve CCSS' client care plans?
 9. Describe how your agency will accommodate clients who receive minimal hours of care of three (3) hour shifts per week or every other week? Please describe in detail how your agency will handle this type of schedule.
 10. Describe your training program for your personnel and training regarding elder abuse.
 11. Describe your agency's quality assurance program and grievance procedures for clients.
 12. Please share your agency's Diversity, Equity and Inclusion Statement and how it impacts the way you carry out your mission.
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- ☐ Sign and dated Proposal Cover Sheet attached to the front of your IDIQ documentation.
 - ☐ The name, title, and brief description of the professional experience of the designated person(s) on your staff who would supervise all In-Home Services, personal care attendants and/or certified nurse's aides performing respite and personal care duties.

- ☐ The geographic areas of Clay County that your agency will provide service to —specify boundaries and use the attached map of Clay County to indicate your proposed service area. (See Attachment II)
- ☐ Verification of identification to be shown to CCSS clients by your employees, staff and agents (please check identification that applies to your agency).
 - ☐ Nametag (must enclose a sample copy)
 - ☐ Uniform
 - ☐ Other: _____
- ☐ Verification of general and professional liability insurance coverage for all employees, staff and agents in the amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit. Please enclose a copy of the policy certificate of insurance, with CCSS listed as additional insured.
- ☐ Verification of Worker's Compensation insurance for all employees, staff, and agents. Please enclose a copy of the policy certificate of insurance.
- ☐ Designated Billing Contact:
 - Phone Number:
 - Email:
- ☐ Designated Staff Contact:
 - Phone Number:
 - Email:
- ☐ Verification that all employees, staff, and agents are bonded. Please enclose a copy of the policy face sheet.
- ☐ Performance records and/or references (if not a current CCSS provider).
- ☐ Verification that your agency performs criminal background checks.
- ☐ Licenses, certifications and registrations (check all that applies):
 - ☐ Verification that your agency has on file current licenses, certifications, or registrations for all employees, staff, and agents to perform the services assigned to them by your agency.
 - ☐ Your agency is not required by law to maintain current licenses, certifications, or registrations for all employees, staff and agents.
- ☐ Health certifications (check which applies):
 - ☐ Verification that your agency has on file current health certifications, from a physician, for all employees, staff, and agents employed by your agency.
 - ☐ Your agency is not required by law to maintain current health certifications, from a physician, for all employees, staff, and agents employed by your agency.
- ☐ Missouri Immigration Law (check which applies):

- ☐ You are the sole employee of your agency and you are not required to enroll in a work authorization program (If you check this box, skip the following affidavit).
- ☐ Your agency has more than one employee and is enrolled in the E-Verify work authorization program. (If you check this box, the following Employer/Contractor Citizenship/Immigration affidavit must be filled out and returned with your proposal).

Invoice Requirements and Billing Expectations

Please check statements below to indicate ability to comply with requirement.

- ☐ Respondent will be able to provide split billing between the client and CCSS.
- ☐ Respondent understands that for billing purposes, a week is defined as 12 am Sunday through 11:59.99 pm Saturday.
- ☐ Respondent's invoices will include but may not be limited to the following:
 - Name of client
 - Date and hours of service
 - Service type
 - Hourly rate and total
- ☐ Respondents will invoice Clay County Senior Services monthly for the services that are the subject of the RFP. Respondent agrees that in order for an invoice to be paid in a timely fashion, the invoice must be received by CCSS no later than the 10th of each month.
- ☐ Respondent will prepare monthly invoice and send by email on an excel spreadsheet to CCSS's designated employee.

CLAY COUNTY SENIOR SERVICES
RFP
Service Rate Form

	SERVICE CATEGORY	UNIT*	RATE
1	Care Management		
2	Homemaker		
3	Personal Care		
4	Bath Visit		
5	Respite Care		
6	Medication Management		
8	Mileage (See mileage definition in attached Contractor's Requirements p. 10)		
9	Other Category:		

*Please define unit i.e. per visit, per hour, etc.

NAME OF AGENCY:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

TITLE OF AUTHORIZED REPRESENTATIVE:

DATE:

**CONTRACTOR'S REQUIREMENTS
SCOPE AND DEFINITIONS OF SERVICE**

1. **Scope and Location of Services:** Contractor shall provide and carry out to the satisfaction of CCSS the services of in-home care as specified in the Contractor's proposal and approved by CCSS as well as the specifications in this Agreement as described below:

A. In-Home Care Service Criteria, Requirements, and Definitions

1. **Service Criteria**

- a) Age 60 and older.
- b) Resident of Clay County.
- c) Living independently (not assisted living).

2. **In-Home Care General Requirements**

- a) Contractor is responsible for determining that each client meets each program's specific eligibility criteria as established by CCSS.
- b) Clients utilizing service(s) can sustain in the home in a safe manner with the amount of services provided. If determined that the client is in danger without increased services, every effort should be made to provide information about options prior to discharge from CCSS.
- c) CCSS and the Contractor shall make every effort to ensure that there is no duplication of services being provided to the client by another funding source such as Mid-America Regional Council (MARC), Department of Health and Senior Services (DHSS), Veteran's Administration (VA) or other subsidized funding sources. The process to make this determination will consist of a question routinely asked during the client assessment and accepted by the interviewer as accurate. If discovered that the client may be eligible for services through another funding source, information shall be given to the client on how to go about applying for those services.
- d) All clients shall have the ability to sign a Contractor's service agreement and service verification forms or another authorized representative shall be present for signature.

3. **Care Management Definition and Services**

- a) **Care Management Definition:** Care management shall be performed by an LPN, RN, social worker; or an experienced and qualified individual as deemed by CCSS. Care management shall be provided to the client for the purpose of initial assessment and reassessment, in-depth consultation, follow-up phone calls, and coordination and referral of additional resources on behalf of the client. Care management should be limited for medical and/or psychosocial interventions.
- b) **Initial Assessment:** This is an in-home evaluation and assessment of needs which shall be performed by an individual as described in the aforementioned paragraph. The assessment is required to enroll clients and to determine homecare hours and co-pay responsibilities. The evaluation should be comprehensive and include detailed information regarding the client's medical and physical limitations, and mental health status. The evaluation will include recommendations for assistance and interventions that would utilize CCSS' services or other community resources that may benefit the client and/or family caregivers. The forms used are: *Income Verification*, *Client Assessment and Care Plan*; and *Functional Assessment for In-Home Clients*. The

Functional Assessment is used as a guideline to determine homecare hours. In addition, the client must receive a written copy of the Contractor's "Plan of Services".

- c) Average Hours/Units Per Month: For clients that have critical needs and require care management, the average is 1-3 care management hours per month. Care Management in excess of three hours monthly should be documented in the Case Management Summary.
- d) Six-Month Reassessments: Every 6 months, clients are to be reassessed through a home visit. The agency shall verify with the client or family any changes, or lack of, in income or benefits such as Medicaid eligibility. The *Income Verification Form* does not need to be completed again at the 6-month reassessment unless there has been a change in income. A thorough updated *Client Assessment/Care Plan* should be submitted every 6 months with a care manager report included on the *6-month Care Management Summary*. Updated forms will be provided by CCSS.

The following services pertain to households and are applicable to individuals or couples.

4. Homemaker Definition and Services

- a) Homemaker Definition: Light housekeeping, laundry, running essential errands, grocery shopping, and light meal preparation. In the event that a client's home requires heavy chores or deep cleaning before basic homemaking services can start, it should be arranged and paid for by the client.
- b) Prohibited Activities by Homemaker: Prohibited activities include any medical procedure to include but not be limited to the changing of bandages, clipping toenails, physical therapy, the setup of and/or administering any prescription or over-the-counter medication, heavy chores, or deep cleaning. Performance of therapeutic health-related activities should be performed by a RN, LPN, or home health aide from a home health agency.
- c) Average Hours:
 - 1. Homebound Clients: With a score greater than 25 points on functional assessment and limited family support: 3 hours per week.
 - 2. Non-homebound Clients: With a score less than 25 points on functional assessment and limited family support: 3 hours--1 to 2 times per month.
- d) Mileage: Caregiver mileage expenses, if authorized in the current Contract Agreement, may be charged to CCSS for purposes of client essential business, and only if the client does not have a mode of transportation or a family member or friend to transport them. Essential business may include mileage to a pharmacy, grocery, physician, application for social services, or legal consultation. Contractor's employees should adhere to their company policy regarding transporting a client. The mileage rate will be reimbursed at the current contracted rate between each contractor and CCSS.

5. Personal Care Definition and Services

- a) Personal Care Definition: Assistance with bathing, oral hygiene, toileting, shampooing, shaving, dressing, and linen change, performed by a certified nurse aide (CNA) or personal care attendant (PCA).
- b) Average Hours:
 - 1. Homebound Clients: With a score of greater than 25 points on functional assessment and limited family support: 3 hours--1 to 2 times per week.
 - 2. Non-homebound Clients: With a score of less than 25 points on functional assessment: 3 hours per week.

- c) Bath Visit: A bath visit is allowed in place of a regular personal care visit if appropriate to the plan of care. Bath hours: 1 to 2 visits per week as recommended on the initial care plan form by the care manager.

6. Respite Care Definition and Service

- a) Respite Care Definition: Primary caregiver relief provided by a certified nurse aide, personal care attendant, or homemaker/companion. Caregiver must be providing 24/7 care for a homebound or bedfast individual.
- b) Average Hours: With a score of greater than 25 points on functional assessment for the care receiver: 4 to 6 hours per week.

7. Medication Management

The following criteria should be met to provide Medication Management:

- a) Medication Management shall be supervised by a RN;
- b) There are no family members or friends available or capable to assist with medication management or the client is unable to use a medication reminder device;
- c) The RN managing the medication has current orders or list of medications from the client's physician;
- d) The client may receive a medication visit 2 to 4 times monthly; medication visits may be done no more than once per week;
- e) Co-pays apply to medication management visits; and
- f) Each Contractor shall adhere to State and agency regulations.

8. Service Units for All In-Home Services Listed Above

One unit of service equals 1 hour of direct service. Units of service may be divided only by 15 minute increments. For example: 1 hour = 1 unit; 1 hour 15 minutes = 1.25 units; and 1 hour 30 minutes = 1.50 units, etc.

9. Client Exception Request

In-home service hour guidelines will be strictly adhered to. All contractors are required to submit in writing an *Exception Request Form* for additional hours over CCSS' guidelines. CCSS will make every attempt to respond to each request within one business day. Exception requests shall be submitted to CCSS by e-mail or fax. If an exception is approved, the need for additional hours must be reassessed at the next scheduled assessment. For short-term requests, the Care Manager must submit a report at the end of 30 days reporting the client's progress. The Executive Director or assigned staff of CCSS will assess current status of clients with approved exception at the end of 30 days. Contractor's agent will note in the *Monthly Client Status Report* that the end date for the exception has been reached and normal hours resumed for the client.

10. Holiday and Weekend Hours

Services should not be delivered on holidays that would increase the unit rate written in the Contractor's Agreement. The holiday policy should reflect what each organization has deemed as holidays and what would constitute a higher rate to their clientele. Weekend care that would result in higher provider fees should be delivered only in unusual circumstances, such as when the primary caregiver works weekends.

11. Policy Regarding Client Cancellations

In accordance with the Contract Agreement, the Contractor is responsible for informing clients of their responsibilities regarding cancelling, rescheduling, or not being home

when services have been arranged. Repeated unscheduled cancellations may require discharge of services.

12. Policy Regarding Contractor Cancellations

In accordance with the Contract Agreement, the Contractor is responsible for informing clients of their responsibilities regarding cancelling, rescheduling, or not being home when services have been arranged. Repeated unscheduled cancellations may require discharge of services.

13. Coordinated Community Based Care System

Project Manager and staff working with clients should be aware of other services provided by CCSS as well as other community-based resources for referral to other services.

14. Termination of Client Services for Non-Payment

In the event the client is not fulfilling their co-pay obligation as arranged and agreed upon between each Contractor and the client at the time of opening a case, Contractor may terminate services as guided by each Contractor's policy regarding "non-payment" of services. CCSS will not be responsible for non-payment of co-pays. The Care Manager should reassess financial eligibility to determine if the co-pay needs to be readjusted because of increased medical expenses or change in income. Contractor shall notify CCSS of the termination because of non-payment.

15. Reporting and Invoicing

a) **Required Reports:**

1. Contractor shall provide a *Monthly Client Status Report* no later than the 5th of each month.
2. *A monthly service invoice, fulfilling CCSS's required Excel format and information, is due no later than the 15th of each month.* The invoice should include the client's name, service category with contracted rate, hours, CCSS' responsibility amount, client percent and co-pay amount, and total amount. Contractors are required to provide to CCSS the *Client Assessment/Care Plan* for each new admit and for current clients at the time of the 6-month reassessment.

b) **Contractor** shall only request payment on its monthly invoice for client assessments or additional care management hours if the required documentation has been received and approved by CCSS. Payment to the Contractor for the above client services without submission of complete documentation as required will be withheld until the required documentation is received and determined to be complete by CCSS. In the event the Contractor fails to comply with any provisions of the Contract, CCSS may withhold payment until Contractor has corrected the noncompliance.

1. In addition, CCSS may refuse payment to Contractor for any invoices(s) for services performed that are ninety calendar days or more past the date of services(s) performed.
2. In the **event** the Contractor desires to submit past due charges that are 90 calendar days or less past due, the Contractor shall prepare and submit a separate invoice indicating they are past due charges and shall not include them with current monthly charges.

3. As previously stated in this Agreement, the Contractor's invoices are due by the 15th of each month in the excel format with column headings as requested by CCSS.
4. In January and July of each year, Contractor shall complete an updated spreadsheet which shall be a client roster on a template to be provided by CCSS listing all clients currently assigned to the Contractor, with plan of care and co-pay percentage.
- c) **Tracking:** A couple receiving services shall be considered as two separate clients and where applicable, hours designated to each person should be reported as such. For example, a couple receiving only basic homemaking should be counted as two clients; however, basic homemaking hours would only be listed under one name.
- d) **Co-pays:** The Contractor shall handle client signature of all contracts and agreements and authorization required by the agency providing the service. The Contractor is responsible for all billing and collection of co-pays. Co-pays apply to all direct in-home services such as homemaker, personal care, respite, as well as medication management, and special RN visits. Co-pays do not apply to regular care management visits. The sliding scale to determine the amount of the co-payment will be based on monthly income of an individual or in the case of a couple the co-pay amount shall be based on their combined incomes and the percentage amounts are based on the poverty income guidelines established by CCSS.
- e) **Income Verification:** CCSS staff shall obtain general income and medical expense information at the time of intake. In order to complete the *Client Income Verification Form*, Contractors are required to examine income documentation from income tax returns, bank statements, or award letters to determine monthly income received from Social Security, pensions, rental property, reverse mortgage income, taxable interest, and dividend earnings. The form shall be sent to CCSS with the first month's billing with completed initial assessment. In addition, the Client Income Verification Form shall be completed at each annual reassessment and sent to CCSS with the following month's billing.
 1. **Allowable Medical Deductions:** Medical deductions include but are not limited to prescriptions and over-the-counter medications; medical supplies and equipment (briefs, supplements); emergency response device payments; health insurance premiums; out-of-pocket medical expenses for hospitalization; short-term nursing home expenses; and physicians' co-pays.
 2. **Non-allowable Medical Deductions:** Include but are not limited to private duty in-home care and CCSS co-pays.
- f) **Referrals:** The Contractor shall make phone contact with the client and family within 3 business days from the time the referral form is submitted to the provider. The assessment appointment shall be arranged in a mutually agreeable timeframe, preferably within 5 business days from the initial contact. The timeframe may vary depending on the individual situation, client cancellation, or illness.

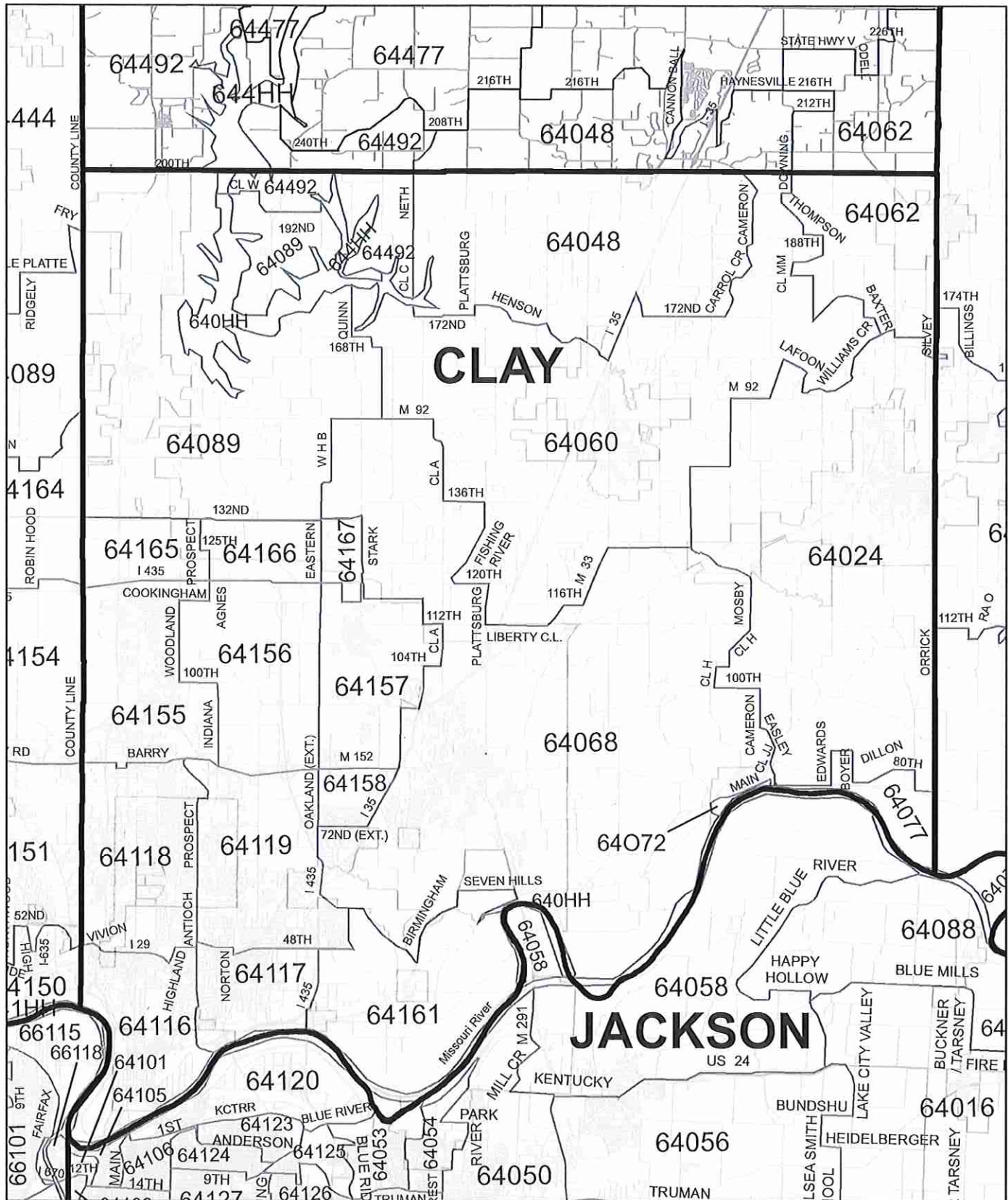
16. Contractor Obligations Regarding New Referrals:

If the Contractor is unable to service a new client referral, CCSS should be notified immediately so that an appropriate reassignment can be made.

ATTACHMENT II

MAP OF CLAY COUNTY

Clay County, Missouri 2000 Zip Code Tabulation Areas



0 4 8 Miles

Prepared by MARC Research Services Department

A Zip Code Tabulation Area is a statistical geographic entity that approximates the delivery area for a U.S. Postal Service five-digit or three-digit Zip Code. ZCTAs are aggregations of census blocks that have the same predominant Zip Code associated with the addresses in the U.S. Census Bureau's Master Address File (MAF). ZCTAs do not precisely depict Zip Code delivery areas, and do not include all Zip Codes used for mail delivery. (U.S. Census Bureau, 2000)

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of Five Thousand Dollars (\$5,000) with Clay County Senior Services (hereinafter referred to as "CCSS") must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to CCSS (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to CCSS.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to CCSS prior to or contemporaneously with the execution of its contract with CCSS;
- b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to CCSS;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to CCSS;
- d) Affirms you will notify CCSS if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to CCSS prior to or contemporaneously with the execution of its contract with CCSS (or at any time thereafter upon request by CCSS), by providing to CCSS an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with CCSS.

By: _____ (signature)

Printed Name: _____ Print Title: _____

For and on behalf of: _____ (Company Name)

EXHIBIT A
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the Clay County Senior Services, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, Clay County Senior Services.

FURTHER AFFIANT SAYETH NOT.

By: _____ (Individual Signature)

For: _____ (Company Name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____