

REQUEST FOR QUALIFICATIONS
for In-Home and/or Respite Services

Issued By:

Southeast Missouri Area Agency on Aging

d.b.a. Aging Matters

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The Southeast Missouri Area Agency on Aging d.b.a. Aging Matters serves as the Area Agency on Aging for the eighteen counties of Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, Ste. Genevieve, St. Francois, Stoddard, and Wayne in Southeast Missouri. Area Agencies were established by the Older Americans Act of 1965 as amended to identify needs, resources and gaps in services, to develop and coordinate programs, services, and activities to help older adults 60 years of age and older to remain safely in their home for as long as possible.

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## GUIDELINES AND INFORMATION

**ANTICIPATED FUNDING LEVELS**

Actual funding levels can change during the fiscal year and cannot be determined by either the Federal or State Funding sources. All agreements are subject to available funding.

The funds disbursed by Aging Matters for In-Home and/or Respite services will be paid from the respective fiscal year funding in effect at the time each expense is incurred: for example, SFY 2024 includes only expenses incurred from July 1, 2023 through June 30, 2024.

**PERFORMANCE STANDARDS**

1. Governing Standards and Regulations

The funds disbursed by Aging Matters for In-Home and Respite Services shall be in accordance with Aging Matter’s policies and applicable codes of Federal and State Regulations, OMB Circulars and any amendments thereto. Failure to comply with these standards may result in a delay of payment, disallowance of payments and/or termination of the agreement.

1. 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, older individuals residing in rural areas, and those older individuals at risk for institutional placement.

1. Length of Agreement

The successful Participating Organization will operate under an agreement through June 30, 2024 contingent upon continued State and Federal funding, and upon successful fulfillment of the Participation Agreement requirements by the Participating Organization.

1. Service Delivery Area

Aging Matters is requesting Request for Qualification for those counties in which you are 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 II2.

**ACCOUNTABILITY**

1. 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 Aging Matters, 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 5 years unless otherwise specified.
2. 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.
3. The Participating Organization shall indemnify Aging Matters 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.

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.

The RFQ must be signed by the person authorized to obligate the organization. It must be e-mailed to Allison McKinney at: allison@agingmatters2u.com by June 15, 2023.

**AMENDMENTS**

The Request for Qualifications must be amended when:

1. Key personnel and those authorized to obligate the organization change, or
2. The service provider proposes to change or modify activities on those forms which are already submitted and approved, or
3. The Provider ownership or name changes.

**AGREEMENT REVIEW PROCESS**

**Procedures:** Request for Qualifications (RFQ’s) are due at Aging Matters by June 15, 2023. RFQ’s will be reviewed by Aging Matters staff. Aging Matters will contact the Participating Organization for any missing elements. Missing elements must be received before a Participation Agreement can be signed.

**NOTE**: Aging Matters reserves the right to reject any and all Requests for Qualifications.

Failure to include all information (including requested attachments) may result in the proposal being rejected from consideration. Failure to adhere to the format specified and include all information requested may result in the proposal being rejected from consideration.

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## TERMS AND SERVICE DEFINITIONS

**AGING MATTERS**

Southeast Missouri Area Agency on Aging, dba, Aging Matters, contracting with the participating organization to provide a service to participants 60 years of age or older. This organization will be referred to as Aging Matters throughout the RFQ.

**SERVICE AREA**

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, St. Francois, Ste. Genevieve, Scott, Stoddard and Wayne Counties in Southeast Missouri.

**Participating Organization**

The contracted vendor providing in-home and/or respite services to participants 60 years of age or older.

**HOMEMAKER**

Performance of light housekeeping tasks provided in a person’s home and possibly other community settings. Task may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework. (Source: SPR Appendix A: Data Elements Definitions)

**Service Unit = one (1) hour**

**CHORE**

Performance of heavy household tasks provided in a person’s home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework. (Source: SPR Appendix A: Data Elements Definitions)

**Service Unit = one (1) hour**

**PERSONAL CARE**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person’s home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs). (Source: SPR Appendix A: Data Elements Definitions)

**Service Unit = one (1) hour**

**RESPITE**

A respite service provided in the home of the caregiver or care receiver and allows the caregiver time away to do other activities. During such respite, other activities can occur which may offer additional support to either the caregiver or care receiver, including homemaker or personal care services. (Source: SPR Appendix A: Data Elements Definitions)

**Service Unit = one (1) hour**

**ELDERLY ABUSE** In addition to serving the large number of older persons who need services, Aging Matters has the responsibility to report cases of abuse, neglect and exploitation of older persons to the Division of Health and Senior Services’ ELDERLY ABUSE HOTLINE (1-800-392-0210).

**FUNDING SOURCES**

Aging Matters uses Older Americans Act, Missouri General Revenue, Program Income and other state and local funds to provide services that are alternatives to premature institutionalization of older persons.

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# SECTION I: ASSURANCES AND BUSINESS INFORMATION

## I.1 GENERAL ASSURANCES

1. **Purpose:** Indicates the participating organization’s agreement to comply with requirements and policies set forth by applicable federal, state and local agencies.
2. **Instructions:** Read carefully. Sign and return with RFQ.

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 Aging Matters and the Missouri Department of Health & Senior Services.

1. **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.
2. **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 Aging Matters clients. If contributions are received by the organization, they will be forwarded to Aging Matters. This does not prohibit an organization from collecting payment for services provided to an Aging Matters client that are not part of the care plan and paid for by Aging Matters.
3. **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.
4. **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.
5. **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.
6. **COMPLIANCE REQUIREMENTS**
7. Equal Employment Opportunity, as amended
8. Fair Labor Standards Act, as amended
9. Fair Employment Practices Act, as amended
10. Age Discrimination Act, as amended
11. Copeland “Anti-Kickback” Act, as amended
12. Davis-Bacon Act, as amended
13. Contract Work Hours and Safety Standards Act, as amended
14. Clean Air Act/Clean Water Act/EPA Regulations, as amended
15. Americans with Disabilities Act (ADA), as amended
16. Civil Rights Act, as amended and all other applicable federal and state laws, regulations and executive orders relating to the foregoing.
17. Public Law 100-175 “Older Americans Act,” as amended
18. 2CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
19. 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
20. 45 CFR Part 84 “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation,” as amended
21. 45 CFR Part 91 “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance,” as amended
22. 45 CFR Part 92 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as amended
23. 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
24. RSMo 285.525 to 285.550 Unauthorized Alien Work Authorization and Documentation in the State of Missouri
25. The organization also agrees to comply with the following statutory and regulatory requirements when applicable:
26. Sections 210.900 through 210.936, RSMo – Family Care Safety Registry (FCSR)
27. Sections 210.109 through 210.183, RSMo – Abuse or Neglect of child
28. Section 565.188, RSMo – Report of Elder Abuse
29. Section 610.120, RSMo – Closed Records
30. Section 660.050, RSMo – Alzheimer’s Disease
31. Section 660.250 through 660.320, RSMo including:
	* 1. Section 660.315 – Employee Disqualification List
		2. Section 660.317 – Criminal Background Checks
32. 19 CSR 30-82.060 – Hiring Restrictions – Good Cause Waiver
	* 1. 19 CSR 15-7.021- Insurance and Bonding and to be maintained during the length of this agreement and attached to this RFQ.
33. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transactions**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).
34. 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.
35. 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.
36. **ACCURACY OF INFORMATION**
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 Aging Matters. The provider assures that it will maintain a regular email account and a vault mail (secure) account for transmitting and receiving information from Aging Matters and agrees to check the email account periodically throughout each business day.
37. **AFFIRMATIVE ACTION PLAN**
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.
38. **MARRIAGE**
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.
39. **AMENDMENTS TO THE RFQ**The organization assures that it will, prior to implementation; submit for approval to Aging Matters, 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.
40. **INTENT TO COMPLY AND PROVIDE SERVICE**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, 2023, and will carry out service provision as assigned through June 30, 2024.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

## I.2 DEBARMENT

**Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants’ responsibilities. The regulations were published as Part II of the June 26, 1985, Federal Register (pages 33,036-33,043).*

Read Instructions for Certification below prior to completing this certification.

By signing and submitting this agreement, the prospective lower tier participant is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. In addition, the term “agreement,” as used in this clause, is deemed to have the same meaning as “proposal”. You may contact the person to which this agreement is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective lower tier participant further agrees by submitting this agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*The prospective lower tier participant certifies, by submission of this proposal, 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.*

*Where the prospective 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.*

Organization Name

Printed Name and Title

Authorized Signature

Date

## I.3 LOBBYING

1. **Purpose:** Certification is prerequisite for making and entering into this transaction imposed by Section 1352, Title 31, U.S. Code.
2. **Instructions:** Please read and sign and return with the RFQ.
3. **Revisions:** Annually and anytime there is a change in circumstance.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

## I.4 CONFLICT OF INTEREST AND NEPOTISM

1. **Purpose:** No person shall hold a job which is supported with funds provided by Aging Matters through a contract or sub-grant while he/she, or a member of his/her immediate family serves on the Aging Matters Board or is an employee of the same project.
2. **Instructions:** Please read and sign and return with the RFQ.
3. **Revisions:** Annually and anytime there is a change in circumstance.

A member of an immediate family shall be construed to include any of the following persons:

|  |  |  |
| --- | --- | --- |
| Husband | Daughter | Brother-in-Law |
| Wife | Brother | Sister-in-Law |
| Mother | Sister | Son-in-Law |
| Father | Father-in-Law | Daughter-in-Law |
| Son | Mother-in-Law | Aunt |
| Uncle | Niece | Nephew |
| Step-Parent | Step-Child | Step-Sibling |
| Grandparents | Grandchildren |  |

* 1. Employees of projects funded through Aging Matters shall not engage in any private business or professional activity which would place him/her in a position of conflict between his private interest and the interest of Aging Matters.
	2. An employee may not act for a project funded through Aging Matters in any matter which may directly benefit either himself/herself or a member of their immediate family or any person or business enterprise:
1. In which he/she, or a member of his/her immediate family may own a substantial interest (i.e., ownership, directly or indirectly, or 10 percent or more of such an enterprise);
2. With which the employee or member of his immediate family shall have enjoyed profitable business or professional dealing within the period of one year to such action;
3. With which such officer or employee or member of his/her immediate family is associated in a business or professional way, or which is represented in this matter by any person or business entitle with which said officer or employee or member of his immediate family is associate in a business or professional way.
	1. An employee of a project who finds himself/herself called upon to act in a situation where a conflict of interest exists, shall disqualify himself/herself and immediately inform his/her supervisor who shall relieve them of this particular responsibility and appoint somebody else to act in their place in the matter.
	2. An employee of a project shall not accept payments or promises of payments or gifts from any outside source to himself or herself, their immediate family, or any business enterprise in which they or members of their immediate family shall own a substantial interest, nor may they accept any commission, gratuity, or consideration, directly or indirectly, from an outside source for any actions or decisions made while they are an employee of a project funded through Aging Matters.
	3. An employee who willfully conceals any such interest or violates any of the provisions above shall be subject to dismissal.

I have read and understand the above Conflict of Interest and Nepotism Policy.

Printed Name and Title

Authorized Signature

Date

## I.5 19 CSR 15-7.021 IN-HOME SERVICE STANDARDS

*PURPOSE: This rule sets forth standards to be met by any agency which contracts with the Missouri Department of Health and Senior Services, Division of Senior and Disability Services for provision of in-home services.*

(1) The Department of Health and Senior Services (also referred to as the department), Division of Senior and Disability Services’ (also referred to as the division) payment to the provider is made on behalf of an eligible client as an act of indirect or third-party reimbursement and is not made as a payment for the purchase of a service. Only those services authorized by the division shall be reimbursable to the provider.

(2) The in-home service provider shall deliver services in compliance with the standards set forth in this rule and 13 CSR 70-91.010 Personal Care Program, 13 CSR 70-3.020 Title XIX Provider Enrollment, and 13 CSR 70-3.030 Sanctions for False and Fraudulent Claims for Title XIX Services.

(3) Failure of the in-home service provider to comply with the terms of the contract and these standards may constitute a breach of contract.

(4) In accordance with the protective service mandate (Chapter 660, RSMo), the division may take immediate action to protect clients from providers who are found to be out of compliance with the requirements of this rule and of any other rule applicable to the in-home services program, when such noncompliance is determined by the division to create a risk of injury or harm to clients.

(A) Evidence of such risk may include:

1. Unreliable, inadequate, falsified, or fraudulent documentation of service delivery or training;

2. Failure to deliver services in a reliable and dependable manner;

3. Use of in-home service workers who do not meet the minimum employment requirements or training standards of this rule;

4. Failure to comply with the requirements for background screening of employees (sections 660.315, RSMo and 660.317, RSMo); or

5. Discontinuing services outside the provisions specified in section (16) of this rule without the knowledge and consent of the client for a period of one (1) week or three (3) consecutive scheduled service delivery dates, whichever is shorter.

(B) Immediate action may include, but is not limited to:

1. Removing the provider from any list of providers, and for clients who request the unsafe and noncomplaint provider, informing the clients of the determination of noncompliance after which any informed choice will be honored by the division; or

2. Informing current clients served by the provider of the provider’s noncompliance and that the division has determined the provider unable to deliver safe care. Such clients will be allowed to choose a different provider from the list maintained by the division which will then be immediately authorized to provide service to them.

(5) The division will not consider any proposal for an in-home services contract and subsequent enrollment as a Medicaid personal care provider under 13 CSR 70-91.010(3) unless the proposal is fully completed, properly attested to or affirmed by a person with the expressed authority to sign the proposal, and contains all required attachments.

(A) The proposal shall be made in the exact legal name of the applicant for a contract. The attachments to the proposal shall include, but are not limited to the following information/copies:

1. Federal tax identification number;

2. Most recent corporate annual registration report filed with the Missouri secretary of state (if applicable);

3. Certificate of Good Standing issued by the Missouri secretary of state (if applicable);

4. Fictitious name registration filed with the Missouri secretary of state (if applicable);

5. Corporation by-laws, if the applicant is a corporation;

6. Operating agreement and management agreement, if applicable, if the provider is a limited liability company; and

7. Certificate of Insurance evidencing the coverage described in subsection (18)(F) of this rule, naming the division as a certificate holder.

(B) Upon receipt of a proposal, the division will conduct whatever investigation which, in the division’s discretion, is necessary to determine the applicant’s eligibility for a contract. The decision determining eligibility for a contract may include, but is not limited to, the conduct of the provider and principals of the provider during any prior contractual periods.

(C) Prior to the issuance of an initial contract, a site visit will be conducted for in-home service providers entering the program after July 1, 2001.

(6) Respite care services are maintenance and supervisory services provided to a client in the individual’s residence to provide temporary relief to the caregiver(s) that normally provides the care.

(A) Respite care services shall include, at a minimum, the following activities:

1. Supervision—The respite care worker will provide personal oversight of the client for the duration of the service period. Personal oversight includes making a reasonable effort to assure the safety of the client and to assist the client in meeting his/her own essential human needs. Sleeping is permitted when the client is asleep, provided there is no indication that the condition of the client would pose a risk if the client awoke while the respite care worker was sleeping. The worker must be in close proximity to the client during a sleeping period;

2. Companionship—The worker will provide companionship during the client’s waking hours and attempt to make the client as comfortable as possible; and

3. Direct client assistance—The worker will provide direct client assistance as needed to meet needs usually provided by the regular caregiver.

(B) Basic respite care services are provided to clients with nonskilled needs.

(C) Advanced respite care services are maintenance and supervisory services provided to a client with nonskilled needs that require specialized training.

1. Clients appropriate for this service include persons with special needs, requiring a higher level of personal oversight as determined by the division.

2. An initial on-site evaluation of the client’s condition and identification of special training needs for the advanced respite care worker shall be made by the provider RN prior to initiation of service.

3. A monthly nurse visit will be authorized for each advanced respite care client for each month advanced respite care is authorized. During the visit the nurse will evaluate and document the client’s condition and adequacy of the care plan.

4. Although monthly visits may be performed by a licensed nurse, for clients receiving ongoing advanced respite care services, it is required that the on-site visit be conducted by an RN at six (6) month intervals.

(D) Nurse respite care services are maintenance and supervisory services provided to a client with special skilled needs. Nurse respite care services are provided to relieve a caregiver who lives with the client.

1. Clients appropriate for this service include persons with special needs as determined by the division.

2. An initial on-site evaluation of the client’s condition and identification of special training needs for the nurse respite care worker shall be made by the provider RN prior to initiation of service.

3. For clients receiving ongoing nurse respite care services, it is required that an onsite evaluation be conducted by an RN at six (6) month intervals. The RN evaluation shall document the client’s condition and the adequacy of the care plan.

(7) Homemaker services are general household activities provided by a trained homemaker when the client is unable to manage the home and care for him/herself or others in the home or when the individual (other than the client) who is regularly responsible for these activities is temporarily absent. Homemaker services shall include, at a minimum, the following activities:

(A) Plan and prepare meals, including special diet menus and perform cleanup after meals;

(B) Wash dishes, pots, pans and utensils;

(C) Clean kitchen counters, cupboards and appliances, including oven, surface burners and inside refrigerator;

(D) Clean bathroom fixtures;

(E) Make beds and change sheets;

(F) Sweep, vacuum and scrub floors;

(G) Tidy and dust the home;

(H) Launder clothes and linens;

(I) Iron and mend clothes;

(J) Wash inside windows and clean blinds that are within reach without climbing;

(K) Bag trash inside the home and put it out for pick up;

(L) Shop for essential items (for example, groceries, cleaning supplies, etc.);

(M) Perform essential errands (for example, pick up medication, post mail, etc.);

(N) Read and write essential correspondence for blind, illiterate or physically impaired clients; and

(O) Instruct the client in ways to become self-sufficient in performing household tasks.

(8) Chore services are short-term, intermittent tasks necessary to maintain a clean, safe, sanitary and habitable home environment and determined by the division to be critical in maintaining the client’s health and safety. Chore services shall be provided only when the client or other household member is incapable of performing or financially providing for them, and when no other relative, caregiver, landlord, community or volunteer agency, or third party payor is capable of or responsible for providing such tasks. Chore services include the following activities:

(A) Wash walls and woodwork;

(B) Clean closets, basements and attics;

(C) Shampoo rugs;

(D) Air mattresses and bedding;

(E) Spray for insects within the home with over-the-counter supplies; and

(F) Provide rodent control within the home (for example, setting traps and putting out over-the-counter supplies).

(9) The range of homemaker, chore, and respite activities the in-home worker provides is mutually determined by the provider agency and the client.

(10) Basic personal care services are maintenance services provided to a client in the individual’s residence to assist with the activities of daily living. Regulations for personal care are filed at 13 CSR 70-91.010.

(11) Advanced personal care services are maintenance services provided to a recipient in the individual’s home to assist with activities of daily living when this assistance requires devices and procedures related to altered body functions. Regulations for advanced personal care are filed at 13 CSR 70-91.010.

(12) Authorized nurse visits are skilled nursing services of a maintenance or preventive nature provided to clients with stable chronic conditions. They are provided at the client’s residence and prior-authorized by the division case manager. These services are not intended primarily as treatment for an acute health condition. Authorized nurse visit services may be provided by a licensed practical nurse (LPN) under the direction of a registered nurse (RN). Regulations for authorized nurse visits are filed at 13 CSR 70-91.010.

(13) The in-home service provider shall not perform and shall not be reimbursed for the following activities:

(A) Providing therapeutic/health-related activities that should be performed by a registered nurse, licensed practical nurse or home health aide under Titles XVIII or XIX home health programs;

(B) Providing transportation services;

(C) Administering over-the-counter or prescribed medications;

(D) Performing household services not essential to the client’s needs; and

(E) Providing friendly visiting.

(14) Prior to approval by the division for an in-home services contract and subsequent enrollment as a Medicaid personal care provider under 13 CSR 70-91.010(3), in addition to the contract, after August 1, 1998, all providers must—

(A) Designate to the division the manager who will be responsible for the provider’s day-to-day operation. This manager shall be a policy maker and direct the provider’s record keeping, service delivery verification, hiring and firing practices and staff training;

(B) Ensure that the designated manager successfully completes (or has completed) a division provider certification course offered (quarterly or as needed) at no charge. Attendees shall be responsible for their own expenses, including but not limited to travel, meal and lodging costs they may incur in attending this course;

(C) Be responsible for maintaining documentation of attendance and requiring attendance by new managers within six (6) months of hire; and

(D) Ensure the designated managers annually attend division sponsored training designed to update certified managers.

(15) Clients shall be accepted for care on the basis of a reasonable expectation that the client’s maintenance care needs can be met adequately by the agency in the client’s place of residence. Services shall follow a written state-approved care plan developed in collaboration with and signed by the client.

(A) The care plan shall consist of an identification of the services and tasks to be provided, frequency of services, the maximum number of units of service per month, functional limitations of the client, nutritional requirements if a special diet is necessary, medications and treatments as appropriate, any safety measures necessary to protect against injury and any other appropriate items.

(B) A new in-home assessment and care plan may be completed by the division as needed to redetermine the need for in-home services or to adjust the monthly amount of authorized units. In collaboration with the client, the provider agency may develop a new or revised set of service tasks, and weekly schedule for service delivery which shall be forwarded to the division. The service provider must always have, and provide services in accordance with, a current care plan. Only the division, not the service provider, may increase the maximum number of units for which the individual is eligible per month.

(C) The client will be informed of the option of services available to him/her in accordance with the assessment findings.

(16) To ensure safety and welfare of clients, the following policies and procedures shall be followed when discontinuing in-home services:

(A) Services for a client shall be immediately discontinued by a provider upon receipt of information that the client’s case is closed by the division;

(B) When the provider learns of circumstances that may require closing the case (for example, death, entry into a nursing home, client no longer needs services, etc.), the provider shall immediately notify the division case manager in writing and request that the client’s service be discontinued;

(C) When the client, family member, or other person living in the household, threatens or abuses provider personnel, the provider shall immediately notify the division case manager by telephone and in writing including information regarding the threat(s) or abusive acts. The division and provider shall mutually determine appropriate intervention and the feasibility of continuing services. The division shall discontinue the client’s services, and may refer the client to other programs that could meet the client’s needs, when the division has determined that it is no longer appropriate for any in-home services provider to continue to provide services to the client due to threats to or abuse of provider or division personnel; or

(D) When a client is noncompliant with the agreed upon care plan or the provider is unable to continue to meet the needs of a client still in need of assistance, the provider shall contact the division case manager and client (including the caregiver or family when appropriate). The provider shall give written notice of discharge to the client or client’s family and the division case manager at least twenty-one (21) days prior to the date of discharge. During this twenty-one (21)-day period, the division case manager shall make appropriate arrangements with the client for transfer to another agency, or arrange for care in another care setting. The provider must continue to provide care in accordance with the care plan for these twenty-one (21) days or until alternate arrangements can be made by the case manager, whichever comes first.

(17) Unless otherwise specified below, a unit of in-home service is fifteen (15) minutes of direct service provided to the client in the client’s home by a trained in-home service worker, including time spent on completing documentation of service units provided and obtaining the client’s signature. No units are reimbursed except as authorized by the division.

(A) Time spent for travel, lunch, breaks or administrative activities, such as completing other reports or paperwork, shall not be included.

(B) For monthly invoicing purposes, partial units of a particular service provided in the course of the month may be accumulated over the billing cycle; partial units shall not be accumulated or carried over to the next month’s billing cycle.

(C) Advanced respite care is authorized in fifteen (15)-minute units, six to eight (6–8)- hour units, and seventeen (17) to twenty-four (24)-hour units.

(D) Nurse respite care is authorized in fifteen (15)-minute units, with a minimum of sixteen (16) units per visit.

(E) The monthly invoice submitted to the division for in-home service shall not exceed actual delivered units of services.

(18) The in-home service provider shall meet, at a minimum, the following administrative requirements:

(A) Employ and train the staff necessary to provide the required services and make staff available to serve in all sections of the provider’s designated service area;

(B) Successfully contact at least two (2) credible references for each employee within thirty (30) calendar days of the date of employment. The term “credible” references shall mean former employers or other knowledgeable persons, excluding relatives of the employee. The documentation shall include the name of the employer and the individual giving the reference, the date, the response given when the reference was obtained by telephone and the signature of the person receiving the reference;

(C) Monitor a current copy of the department’s Employee Disqualification List to ensure that no current or prospective employee’s name appears on the list and discharge any such employee once it is discovered by the provider that the employee is on the Employee Disqualification List;

(D) Have the capability to provide service outside of regular business hours, on weekends and on holidays as authorized by the division;

(E) Protect the department and its employees, agents or representatives from any and all liability, loss, damage, cost and expense which may accrue or be sustained by the department, its officers, agents or employees as a result of claims, demands, costs, suits or judgments against it arising from the loss, injury, destruction or damage, either to person or property, sustained in connection with the performance of the in-home service;

(F) Maintain a commercial general liability insurance policy in full force and effect that covers all places of business and any and all clients, customers, employees and volunteers. Such policy shall be an occurrence policy and shall provide coverage for no less than one (1) million dollars per event and three (3) million dollars aggregate and shall include coverage for negligent acts and omissions of the provider’s employees and volunteers in the provision of services to clients in such clients’ homes. Such policy shall name the division as a certificate holder. Providers shall also maintain a professional liability insurance policy in full force and effect that covers all places of business and any and all clients, customers, employees and volunteers. Such policy shall provide coverage for no less than one (1) million dollars per event and three (3) million dollars aggregate and shall include coverage for negligent acts and omissions of the provider’s employees and/or volunteers in the provision of professional services to clients in such clients’ homes. Such policy shall name the division as a certificate holder. The policies shall be coordinated to ensure coverage for all negligent acts and omissions in the provision of the in-home services described in this rule and in 13 CSR 70- 91.010, by the provider’s employees and volunteers. Additionally, providers shall maintain an employee dishonesty bond covering employees and volunteers who are connected with the delivery and performance of in-home services in the client’s home;

(G) Furnish adequate identification (ID) to employees of the provider. This ID shall be carried by the employee in a way that the client can see the name of the agency with whom the aide is employed. A permanent ID including the provider’s name, employee’s name and title shall be considered adequate ID. At the time of employment, an ID shall be issued which will meet the ID requirement. The provider shall require the return of the ID from each employee upon termination of employment;

(H) Ensure that no in-home services worker is a member of the immediate family of the client being served by that worker. An immediate family member is defined as a parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild;

(I) Notify the division’s central office of any changes in location, telephone number, administrative or corporate status;

(J) Have and enforce a written code of ethics which is distributed to all employees and clients. The code of ethics shall allow use of the bathroom facilities, and, with the client’s consent, allow the worker to eat the lunch provided by the worker, in the client’s home. The code of ethics shall be reviewed with the client, caregiver or family when appropriate, and include, at a minimum, the following prohibitions:

1. Use of client’s car;

2. Consumption of client’s food or drink (except water);

 3. Use of client’s telephone for personal calls;

4. Discussion of own or other’s personal problems, religious or political beliefs with the client;

5. Acceptance of gifts or tips;

6. Bringing other persons to the client’s home;

7. Consumption of alcoholic beverages, or use of medicine or drugs for any purpose, other than medical, in the client’s home or prior to service delivery;

8. Smoking in client’s home;

9. Solicitation or acceptance of money or goods for personal gain from the client;

10. Breach of the client’s privacy and confidentiality of information and records;

11. Purchase of any item from the client even at fair market value;

12. Assuming control of the financial or personal affairs, or both, of the client or of his/her estate including power of attorney, conservatorship or guardianship;

13. Taking anything from the client’s home; and

14. Committing any act of abuse, neglect or exploitation;

(K) Ensure prompt initiation of authorized services to new clients. The provider shall deliver the in-home service within seven (7) calendar days of receipt of the service authorization from the division case manager or on the beginning date specified by the authorization, whichever is later, and on a regular basis after that in accordance with the care plan. The date of receipt must be recorded on each service authorization by the provider. Verbal authorization shall be effective upon acceptance by the provider and services must begin as agreed. If service is not initiated within the required time period, detailed written justification must be sent to the division case manager with a copy maintained in the client’s file;

(L) Recommend, verbally or in writing, changes to the authorized care plan any time the client has an ongoing need for service activities which may require more or fewer units than the amount specified in the care plan;

(M) Keep documentation of undelivered services, including the reason for this failure to deliver authorized units;

(N) Be aware that in-home services provided shall not be reimbursed unless authorized in writing by the division;

(O) Ensure that all subcontractors comply with all standards required by section (2) of this rule;

(P) Shall give a written statement of the client’s rights and review the statement with each client and primary caregiver, when appropriate at the time service is initiated. The statement of client rights must contain at a minimum, the right to:

1. Be treated with respect and dignity;

2. Have all personal and medical information kept confidential;

3. Have direction over the services provided, to the degree possible, within the care plan authorized;

4. Know the provider’s established grievance procedure and how to make a complaint about the service and receive cooperation to reach a resolution, without fear of retribution;

5. Receive service without regard to race, creed, color, age, sex or national origin; and

6. Receive a copy of the provider’s code of ethics under which services are provided;

(Q) Have a system through which clients may present grievances concerning the operation of the in-home service program and/or delivery of care;

(R) Report all instances of potential abuse, neglect, exploitation of a client, or any combination of these, to the division’s Elder Abuse Hotline (1-800-392-0210), including all instances which may involve an employee of the provider agency;

(S) Copayment, as determined by the division’s case manager, shall be collected monthly from non-Medicaid clients. Liability levels for copayment are based on a sliding fee schedule as determined by the division. The money collected as copayment replaces the amount withheld from reimbursement by the automated payment system. Prompt and reasonable attempts to collect from the client, the client’s guardian or estate shall be made by the provider. Failure of clients to submit the required copayment, when determined to be a condition of participation, shall be reported to the division. Failure of clients to comply with copayment requirements may result in termination of services. Unsuccessful attempts to collect from the estate of a deceased client are to be referred to the home and community services deputy director of the division;

(T) Implement a contribution system which accounts for contributions received from clients for in-home services. Non-Medicaid clients shall be informed of their right to voluntarily contribute when they are admitted for services. Services shall not be denied to any client based on failure to make a contribution. Only the division may authorize expenditure of contributed funds, which shall be used for the sole purpose of providing in-home services. Reports of contributions by county shall be made to each home and community services regional manager including the balance on hand, contributions received, contributions used for division authorized services, and ending balance. The provider shall submit to the regional manager a contributor report at the end of any month in which contributions are received and/or expended. Upon termination or lapse of a provider’s contract, the remaining balance of all contribution funds held by the provider shall be reported to the division and will be withheld from the provider’s final reimbursement;

(U) Understand that both program and fiscal monitoring of the in-home service program shall be conducted by the division or its designee.

1. Monitoring visits may be announced or unannounced.

2. The division shall disclose the findings of the visit to the provider.

3. Upon request by the division, the provider shall submit a written plan for correcting areas found to be out of compliance;

(V) Designate trainer(s) to perform the sessions required as part of the basic training. The designated trainer(s) may be the RN, LPN, supervisor, or an experienced aide who has been employed by the provider agency at least six (6) months. A list of designated trainers must be available for monitoring;

(W) Providers must establish, enforce and implement a policy whereby all contents of the personnel files of its employees are made available to department employees or representatives when requested as part of an official investigation of abuse, neglect, financial exploitation, misappropriation of client’s funds or property, or falsification of documentation which verifies service delivery;

(X) Have established policies to promote the safety of its employees. The provider shall make available to its employees information about and access to public information sources to determine whether a client, family member, or other person living in the household may pose a potential danger to its employees. Public information includes, but is not limited to, the Missouri State Highway Patrol’s Sex Offender Registry and the Missouri State Courts Automated Case Management System. If an employee has a reasonable belief that a client, family member, or other person living in the household poses a potential danger to the employee, the provider shall document all necessary steps taken to protect the employee, which may include but is not limited to: 1. Obtaining a signed agreement from the client, family member, or other person living in the household not to engage in inappropriate activity involving the provider’s employees; 2. Seeking approval from the division to send two (2) provider employees for service delivery; 3. Requiring that a third party approved by the provider, the division, and the client or client’s designee be present on-site while the employee is on the premises;

(Y) The provider shall not harass, dismiss, or retaliate against an employee because the employee declines to provide services to a client based on the employee’s reasonable belief that such client, family member, or other person living in the household poses a danger to the employee; and

(Z) The provider shall notify employees and implement established safety procedures upon receipt of information from the division or any other reliable source that a client, family member, or other person living in the household may pose a potential danger to provider employees.

(19) In-home service providers shall meet, at a minimum, the following personnel requirements:

(A) The in-home provider shall employ an RN or designate an RN as a consultant, who meets each of the following qualifications:

1. Currently licensed in Missouri;

2. Have at least one (1)-year verifiable experience with direct care of the elderly, disabled, or infirm;

3. Meet the RN supervisory requirements for personal care and advanced personal care in accordance with 13 CSR 70- 91.010;

(B) A supervisor shall be designated by the provider to supervise the day-to-day delivery of in-home service who shall be at least twenty-one (21) years of age and meet at least one (1) of the following requirements:

1. Be a registered nurse who is currently licensed in Missouri; or

2. Possess a baccalaureate degree; or

3. Be a licensed practical nurse who is currently licensed in Missouri with at least one (1) year of experience with the direct care to the elderly, disabled or infirm; or

4. Have at least three (3) years experience with the direct care to the elderly disabled or infirm.

(C) All in-home service workers employed by the provider shall meet the following requirements:

1. Be at least eighteen (18) years of age;

2. Be able to read, write and follow directions; and meet at least one (1) of the following requirements:

A. Have at least six (6) months paid work experience as an agency homemaker, nurse aide, maid or household worker; or

B. At least one (1) years experience, paid or unpaid, in caring for children or for sick or aged individuals; or

C. Successful completion of formal training in nursing arts or as a nurse aide or home health aide;

(D) All advanced personal care aides and advanced respite care workers employed by the provider shall be—

1. A licensed practical nurse; or

2. Certified nurse assistant; or

3. A competency evaluated home health aide having completed both written and demonstration portions of the test required by the Missouri Department of Health and Senior Services and 42 CFR 484.36; or

4. Documented to have worked successfully for the provider for a minimum of three (3) consecutive months while working at least fifteen (15) hours per week as an in-home aide that has received personal care training;

(E) All individuals employed to deliver authorized nurse visits shall be currently licensed to practice as a registered nurse or a licensed practical nurse in Missouri;

(F) The division does not require employees delivering only chore services outside the client’s home as specified in (8)(J) to have experience as required in (19)(C)2. of this rule; and

(G) The provider shall ensure that all employees are registered with the Family Care Safety Registry (FCSR) pursuant to the requirements of sections 210.900, RSMo to 210.936, RSMo and 660.317.7, RSMo, Supp. 2005.

(20) The RN required by (19)(A) of this rule will be primarily responsible for ensuring that policies and procedures of the in-home service provider meet the clinical standards for proper care of clients, training of staff, and general clinical integrity of the in-home service provider. Such responsibilities shall include, at a minimum, the following functions:

(A) Monitor or provide oversight to staff that supervise in-home workers in the direct provision of services to assure that services are being delivered in accordance with the care plan;

(B) Direct or oversee staff responsible for in-home worker orientation and in-service training required herein; assure all training requirements are met; and ensure that in-home workers are trained to competently perform all basic and advanced service tasks as specified in this rule;

(C) Provide oversight to the process and documents used by the staff who conduct annual supervisory visits and have in place a system that ensures that completed evaluations are reviewed by the nurse when appropriate;

(D) Assure that appropriate recommendations or reports are forwarded to the division including: requests to increase, reduce or discontinue services, changes in the client’s condition, noncompliance with care plan, nondelivery of authorized services, or the need for increased division involvement;

(E) Establish, implement and enforce a policy governing communicable diseases that prohibits provider staff contact with clients when the employee has a communicable condition including colds or flu;

(F) Assure compliance with reporting requirements governing communicable diseases, including hepatitis and tuberculosis, as set by the Missouri Department of Health and Senior Services (19 CSR 20-20.020); and

(G) Monitor or provide oversight of nurse tasks or functions delegated to and performed by the LPN.

(21) The in-home service supervisor’s responsibilities shall include, at a minimum, the following functions:

(A) Monitoring the provision of services by the in-home services worker to assure that services are being delivered in accordance with the care plan. This shall be primarily in the form of an at least monthly review and comparison of the worker’s record of provided services with the care plan.

(B) Documentation must be kept on clients with a delivery rate of less than eighty percent (80%) of the authorized units of in-home service. For each client with a delivery rate less than eighty percent (80%) of the authorized units of in-home services authorized for the time period being reviewed, the number of units of service delivered and the nondelivery code will be sent to the division regional manager monthly on a form acceptable to the regional manager. Discrepancies for these clients concerning the frequency of delivered services and/or the in-home service tasks delivered, and the corrective action taken, will be signed and dated by the supervisor and be readily available for monitoring or inspection;

(C) Evaluating, in writing, each in-home service aide’s performance at least annually. The evaluation shall be based in part on at least one (1) on-site visit. The aide must be present during the visit. The evaluation will include, in addition to the aide’s performance, the adequacy of the care plan, including review of the care plan with the client. The written report of the evaluation shall contain documentation of the visit, including the client’s name, the date and time of the visit, the aide’s name and the supervisor’s observations and notes from the visit. The evaluation shall be signed and dated by the supervisor who prepared it and by the aide. If the required evaluation is not performed or not documented, the aide’s qualifications to provide the services may be presumed inadequate and all payments made for services by that aide may be recouped;

(D) Communicating with the division case manager and provider RN regarding changes in any client’s condition, changes in scope or frequency of service delivery and recommending changes in the number of units of service per month including written documentation of that communication; and

(E) Assure that all individuals, who may not be considered employees, but work for the provider in any capacity involving direct care of clients have a signed agreement detailing the employment arrangement, including all rights and responsibilities. Such agreement would apply to all individuals hired through contract or other employment arrangement.

(22) The in-home service provider shall have a written plan for providing training for new aides, respite care workers and homemakers which shall include, at a minimum, the following requirements:

(A) Twenty (20) hours of orientation training for in-home service workers, including at least two (2) hours orientation to the provider agency and the agency’s protocols for handling emergencies, within thirty (30) days of employment.

1. Eight (8) hours of classroom training will be provided prior to the first day of client contact.

2. New employee orientation curricula shall include an overview of Alzheimer’s disease and related dementias and methods of communicating with persons with dementia pursuant to the requirements of section 660.050.8, RSMo.

3. Twelve (12) hours of required orientation training may be waived for aides and homemakers with adequate documentation in the employee’s records that s/he has received similar training during the current or preceding year or has been employed at least halftime for six (6) months or more within the current or preceding year.

4. All orientation training (except the required two (2) hours provider agency orientation) may be waived with documentation, placed in the aide’s personnel record, that the aide is a licensed practical nurse, registered nurse or certified nurse assistant. The documentation shall include the employee’s license or certification number which must be current and in good standing at the time the training was waived;

(B) Ten (10) hours of in-service training annually are required after the first twelve (12) months of employment. In-service training curricula shall include updates on Alzheimer’s disease and related dementia; and

(C) Additional training requirements for in-home workers providing advanced respite must be determined and provided by a provider agency RN following assessment of the client’s condition and needs.

(23) The in-home service provider shall have written documentation of all basic and in-service training provided which includes, at a minimum:

(A) A report of each employee’s training in that employee’s personnel record. The report shall document the dates of all classroom or on-the-job training, trainer’s name, topics, number of hours and location, the date of the first client contact and shall include the aide’s signature.

(B) If a provider waives the in-service training, the employee’s training record shall contain documentation sufficient to support the waiver. In-service training shall not be waived, unless the employee’s record contains documentation that the employee has received Alzheimer’s disease and related dementias training.

(C) The provider agency shall keep a training record or folder that contains:

1. A list of all training sessions held by the provider to fulfill training requirements;

2. A copy of all agendas showing date, time and duration of training sessions; and

3. Qualifications of trainer(s), if other than the provider agency RN.

(24) The in-home service provider shall maintain, at a minimum, the following records in a central location for five (5) years. Records must be provided to the department staff or designees upon request, and must be maintained in a manner that will ensure they are readily available for monitoring or inspection. Records include:

(A) Individual client case or clinical records including records of service provision. These are confidential and shall be protected from damage, theft and unauthorized inspection and shall include, at a minimum, the following:

1. The authorization for services forms from the division which documents authorization for all units of service provided;

2. Individual worker delivery records that accurately document the client’s name, dates of service delivery, beginning time and ending time for each service delivery date activities or tasks performed, aide’s signature and the client’s signature verifying each date(s) of service. If the client is unable to sign, another responsible person present in the home during service delivery may sign to verify the time and activities reported or the client may make his/her mark (x) which shall be witnessed by a minimum of one (1) person who may be the aide or homemaker. If these documents are not filed in the client’s case record, they must be readily available for monitoring or inspection;

3. Documentation explaining discrepancies between authorized and delivered services including a description of corrective action taken, when applicable, and documentation of information forwarded to the division;

4. All registered nurse clinical notes concerning the client;

5. Documentation of all correspondence and contacts with the client’s physician or other care providers;

6. Copies of written communication transmitted to and from the division case manager; and

7. Any other pertinent documentation regarding the client.

(B) Individual personnel record for each employee which is a confidential record and shall be protected from damage, theft and unauthorized inspection and shall include, at a minimum, the following:

1. Employment application containing the employee’s signature and documentation sufficient to verify the employee meets age, education, and work experience requirements. The record shall document employment and termination dates;

2. Documentation of at least two (2) credible reference contacts;

3. Documentation concerning all training and certification received;

4. Documentation supporting any waiver of employment or training requirements;

5. Annual performance evaluation which includes observations from one (1) on-site visit;

6. A signed statement documenting that the employee received and reviewed a copy of the client’s rights, the code of ethics and the service provider’s policy regarding confidentiality of client information and that all were explained prior to service delivery;

7. A signed statement verifying that the supervisor received and reviewed a copy of the in-home service standards;

8. Statement identifying the employee’s position, including whether the employee performs administrative duties for the provider or delivers services to clients;

9. Returned permanent ID for a terminated employee or documentation of why it is not available; and

10. Verification of the current Missouri certified nurse assistant, licensed practical nurse or registered nurse license including, at least, the license or certificate number;

(C) Accurate records documenting dates and amount of contributions received and expended. Records of contributions received should list the name of each contributor and the date and amount of the contribution. The contribution expenditure records should list the name and amount of the contribution. The contribution expenditure records should list the name and address of each client, dates of service delivery, time spent on each date, activities performed, aide’s name and the client’s signature for each date of service; and

(D) Documentation of each Employee Disqualification List (EDL) and criminal background screening sufficient to show the identity of the person who was screened, the dates the screening was requested and completed, and the outcome of the screening. Providers that use the Family Care Safety Registry (FCSR) to conduct EDL and criminal background screenings shall maintain documentation of each FCSR screening sufficient to show the identity of the person who was screened, the dates the screening was requested and completed, and the outcome of the screening.

*AUTHORITY: section 660.050, RSMo Supp. 2005.\* This rule previously filed as 13 CSR 15-7.021. Original rule filed Sept. 1, 1994, effective April 30, 1995. Amended: Filed Dec. 15, 1997, effective July 30, 1998. Moved to 19 CSR 15-7.021, effective Aug. 28, 2001. Amended: Filed Sept. 14, 2001, effective April 30, 2002. Amended: Filed June 1, 2006, effective Dec. 30, 2006. \*\* \*Original authority: 660.050, RSMo 1984, amended 1988, 1992, 1993, 1995, 2001. \*\*Pursuant to Executive Order 21-07, 19 CSR 15-7.021, subsections (16)(B) and (16)(D) was suspended from April 30, 2020 through May 1, 2021, and subsection (24)(B) was suspended from April 3, 2020 through August 31, 2021. Pursuant to Executive Order 21-09, 19 CSR 15-7.021, section (1), paragraphs (4)(A)3. and (6)(C)2., section (12), subsections (13)(B), (14)(D), (18)(B), (18)(H), paragraphs (19)(A)2. and (19)(B)4., subparagraphs (19)(C)2.A.-C., paragraph (19)(D)4., subsection (21)(C), and section (22) was suspended from April 30, 2020 through December 31, 2021.*

I have read and understand the service standard requirements set forth in the Code of State Regulations (CSR) as stated above.

Organization Name

Printed Name and Title

Authorized Signature

Date

## I.6 DISASTER CONTINUATION OPERATIONS PLAN

The Provider agrees to maintain a Disaster Continuation Operations Plan that ensures the Provider will continue to provide services to clients as soon as it is reasonably safe to resume such services after a disaster has occurred. It is the responsibility of the Provider to determine the approximate time that services can be resumed.

The Provider agrees to update Aging Matters on a daily basis as to the status of recovery efforts following a disaster.

Organization Name

Printed Name and Title

Authorized Signature

Date

## I.7 Affidavit of Work Authorization

Comes now \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ first being duly

(NAME)

(OFFICE HELD)

sworn on my oath, affirm is enrolled and

(COMPANY NAME)

will continue to participate in a federal work authorization program in respect to employees who will work in connection with the contracted services related to the Aging Matters contract for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I also affirm that

(COMPANY NAME)

does not and will not knowingly employ a person who is an unauthorized alien inconnection with the contracted services related to the Aging Matters contract for the duration of the contract, 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).***

Organization Name

Printed Name and Title

Authorized Signature

Date

## I.8 E-Verify

1. **Purpose:** A condition of your award will be to affirm your enrollment and participation in a federal authorization program with respect to employees working in connection with the contracted services. Therefore, any Participating Organization that carries out any program funded by DHSS and Aging Matters must participate in E-verify. All new employees’ I-9 forms, after July 1, 2009, must be verified to work in the United States through E-verify within three days of hire.
2. **Instructions:** The provider must provide a copy of their MOU from the E-Verify website and sign below stating participation in E-verify.
3. **Revisions:** Annually and anytime there is a change in the authorized signature.

Organization Name

Printed Name and Title

Authorized Signature

Date

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# SECTION II: GENERAL AND SUPPORTING INFORMATION

## II.1 PROVIDER PROFILE

1. **Purpose:** To provide information to Aging Matters to facilitate payments, assure only authorized personnel obligate the Participating Organization and provide certain assurances to Aging Matters. Also to gain information and an understanding of the Participating Organization’s location, if your organization is a for-profit or a non-profit entity, and has experience in providing services. The Participating Organization must have an adequate number of staff who are qualified to perform assigned functions in order to implement the activities and services. The Participating Organization must employ a director to assure the effective an efficient administration of the program. This form identifies key staff and their qualifications and experience, as well as who will be needing access to AgingIS.
2. **Instructions:** Please fill in the location of your central office, along with phone, fax, e-mail, web address and office hours. Also fill in the staff person in Charge at the location with their title. Please fill in the location of any other office space(s), along with phone, fax, email, web address and office hours. Also identify the name and title of the staff person in charge at that location. Please list your key staff, qualifications and responses.

Provide typed names and titles as signatures of all persons authorized by the governing body to sign documents, billings, etc., or in any way obligate the organization. Check the appropriate line beside each name as to whether they have unlimited authorization or limited authorization to sign for the participating organization.
3. **Revisions:** A revision is required when any of the people listed have changed, or if any authorizations have changed. A revision is also required if any of the people listed are no longer associated with organization. These revisions must be sent to the Aging Matter’s fiscal department within 30 days of the change.

|  |
| --- |
| **Legal Name of Organization:** |
| **Corporation Type:** |  **\_\_\_\_\_ For Profit \_\_\_\_\_ Not for Profit** |

|  |
| --- |
| **Central Office Address:** |
| **Phone and Fax Number(s):** |  |
| **Email Address(s):** |  |
| **Web Address:** |  |
| **Office Hours:** |  |
| **Director:** |  |
| **Director Email:** |  |
| **Designated Billing Manager(s):** |  |
| **Phone Number:** |  |
| **Email Address:** |  |

|  |
| --- |
| **Satellite Office Information (if necessary):** |
| **Central Office Address:** |  |
| **Phone and Fax Number(s):** |  |
| **Email Address(s):** |  |
| **Web Address:** |  |
| **Office Hours:** |  |
| **Director:** |  |
| **Director Email:** |  |
| **Designated Manager:** |  |
| **Email Address:** |  |

|  |
| --- |
| **List all individuals in your organization who will require access to Aging-IS:** |
| **Name:** | **Position:** |
|  |  |
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|  |  |
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|  |  |

**To gain information and a better understanding of the Participating Organization’s experience please answer the following:**

1. Your experience in providing in-home and/or respite services including years of experience.

1. Do you employ multi-lingual staff? If not, what do you use for the purpose of translation for individuals with limited English proficiency?

|  |
| --- |
| **Management and Key Personnel Experience:** |
| **Name:** | **Position/Title:** | **Years of Experience:** | **Multilingual?** |
|  |  |  |  |
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| --- |
| **Prior Contracts in this Field:** |
| **Contracting Agency:** | **Services Provided:** | **# of Years:** | **# of Clients:** |
|  |  |  |  |
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|  |
| --- |
| **Authorized Signatures:** \* Names may be typed or printed. \* Signatures must be original signatures |
| **Name:** | **Title:** |
|  |  |
| **Documents authorized to sign:** | **Signature:** |
|  |  |
| **Name:** | **Title:** |
|  |  |
| **Documents authorized to sign:** | **Signature:** |
|  |  |
| **Name:** | **Title:** |
|  |  |
| **Documents authorized to sign:** | **Signature:** |
|  |  |
| **Name:** | **Title:** |
|  |  |
| **Documents authorized to sign:** | **Signature:** |
|  |  |

1. Please add any other information that you would like to add about your organization.

## II.2 SERVICE COMMITMENT AREA

1. **Purpose:** This section of the RFQ contains the pages to be completed regarding what service(s) and what area(s) you are willing to provide In-Home and/or Respite services.
2. **Instructions:** The counties are listed in the left column and the services along the top. Please place an “**X**” in the county or counties in which the service will be provided.
3. **Revisions:** Form shall be revised and submitted to Aging Matters when there is any change to the information provided. This revised form must be submitted within thirty (30) days of the change.

|  |  |  |
| --- | --- | --- |
| **County:**  | **In-Home Services:**  | **Respite Services:** |
| 1. **Bollinger**
 |  |  |
| 1. **Butler**
 |  |  |
| 1. **Cape Girardeau**
 |  |  |
| 1. **Carter**
 |  |  |
| 1. **Dunklin**
 |  |  |
| 1. **Iron**
 |  |  |
| 1. **Madison**
 |  |  |
| 1. **Mississippi**
 |  |  |
| 1. **New Madrid**
 |  |  |
| 1. **Pemiscot**
 |  |  |
| 1. **Perry**
 |  |  |
| 1. **Reynolds**
 |  |  |
| 1. **Ripley**
 |  |  |
| 1. **Ste. Genevieve**
 |  |  |
| 1. **St. Francois**
 |  |  |
| 1. **Scott**
 |  |  |
| 1. **Stoddard**
 |  |  |
| 1. **Wayne**
 |  |  |

I hereby agree to provide in-home and/or respite services delivery for the counties above and understand service must be provided throughout the entire county. 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

## II.3 SCOPE OF WORK

1. **Purpose:** Indicates the Participating Organization’s agreement to comply with requirements and guidelines set forth by applicable federal, state and Aging Matters policies.
2. **Instructions:** Read carefully. Sign and return with RFQ
3. **Revisions:** No amendment required.

**PURPOSE**

1. To provide for the delivery of in-home and/or respite services, as authorized by Aging Matters 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.”

**DELIVERABLES**

1. The provider shall deliver in-home and/or Respite services to participants, 60 years of age or older, in the provider’s designated service area when authorized by Aging Matters. The provider shall request authorization to add or discontinue any in-home and/or respite services authorized by Aging Matters. The provider agrees and understands that no change in the service area shall take place prior to Aging Matters approval and authorization of the proposed change.
2. The provider shall deliver services to participants as authorized by Aging Matters 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 Aging Matters.
3. The provider further understands and agrees that Aging Matters retains the right to terminate services with the provider when there has been a determination of cause and/or at the request of the participant. Participants who have authorized services through Aging Matters have the right to utilize the provider of their choice, and Aging Matters makes no representation regarding the number of clients who will choose the service provider.
4. The provider shall at all times maintain the ability to be in contact with all authorized participants and Aging Matters which shall mean at a minimum:
	1. Maintain a business telephone number that is 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. 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 and satellite offices 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 Aging Matters.
	3. Posting and distributing its business hours to all authorized participants being served by the provider, which should include the participant’s representative and Aging Matters. This should ensure effective communication and dependable flow of the service delivery.
	4. Provide all authorized participants, participant representatives, and Aging Matters, the provider’s 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.
	5. Inform all authorized participants, participant representatives, and Aging Matters of any and all changes regarding the name of the business, address of the principal place of business or satellite office(s), business hours, ownership, telephone number(s), fax number(s), and e-mail addresses of the principal place of business. Notification shall take place thirty (30) business days prior to any change.
	6. Maintain internet access for data entry in Aging-IS and Vault Mail, as required by Aging Matters. Vault Mail should be utilized for sending and receiving confidential information. Any communication containing confidential information not sent through a secure email or Vault Mail will not be considered delivered or accepted and will be considered in breach of contract and in violation of the HIPAA standards and will be reported to Aging Matters. Upon request, from the provider, Aging Matters will send secure email to the provider, to attach confidential information and return it to Aging Matters staff.
	7. The provider understands and agrees that documents authorizing services 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 Vault Mail, email, fax and mail will be checked daily by the provider, during regular business hours, for client inquiry, authorizations and care plan changes. When the provider receives notification of inquiry, authorization or changes in care plan they will respond to the appropriate staff within three (3) business days. If the provider does not respond then Aging Matters staff will find another provider to prevent a break in services. Provider understands that client data will be uploaded to Aging-IS and must be downloaded and printed from there.
	8. The provider understands and agrees that if at any time they cannot provide the authorized services to the participant for any reason, the provider shall notify Aging Matters immediately. If the provider is unable to provide services within ten (10) business days of accepting the participant then the provider should contact Aging Matters designated care coordinator and Aging Matters will find another provider to prevent a break in services for the participant.

When the provider is aware that the participant is not available to receive services then provider must notify Aging Matters within five (5) business days by phone, secure email or fax and document in Aging-IS of the change in status. Aging Matters 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 Aging Matters prior to resuming any services to the participant.

Aging Matters will contact the participant to inquire if they wish to return to the previous provider or remain with the current provider. Providers will notify the Aging Matters staff member within five (5) business days if the participant is hospitalized, moved to long term care or if the participant is deceased.

**TELEPHONY**

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 Statues 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 and/or respite services by using a paper timesheet containing the time and service, signed by the participant.

**AGING-IS REQUIREMENTS**

1. Providers agree and understand that an Aging-IS seat must be acquired from Aging Matters. The provider understands that it will be billed monthly at a cost of $63.83/month, which will be deducted from their monthly reimbursement. The provider agrees that upon the receipt of the Aging Matters invoice, they will reimburse Aging Matters for the cost of the seat.
2. If authorized in-home and/or respite participants do not receive all of the authorized services, the provider must note under client notes in Aging-IS 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.
3. 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 Aging Matters. The provider may use regular email and use the client ID number only to notify Aging Matters “There has been a change in status for participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.”

**CONDITIONS FOR PAYMENT**

1. Aging Matters shall only compensate the provider for units authorized by the Aging Matters staff. The provider will not be reimbursed for units which were not authorized prior to the delivery of service.
2. If the provider fails to bill for service received in the prior month, the provider must bill Aging Matters separately with documentation that the units were provided and were not paid for by another source. The documentation must be provided to the fiscal assistant for journal entry into Aging IS, before the end of the following month to be reimbursable to the provider.
3. All invoices must be submitted to Aging Matters by email to Nancy Gade, Fiscal Assistant:

Email: ngade@agingmatters2u.com

1. If a provider receives an overpayment or underpayment, adjustments will be made on the following month’s billing.
2. All data entry for delivered in-home and/or respite units for the prior month shall be entered into Aging-IS by the fifth (5th) day of the following month, unless an exception is approved by Aging Matters.

Aging Matters 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. **Year-end** service units and invoices are due no later than July 15, 2024. Failure to submit units and invoices no later than July 15, 2024, may result in the non-payment for service units provided in the last month of the fiscal accounting year.

1. 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 in-kind donations necessary to provide the service to participants. Cash match is provided my using the reimbursed rate and subtracting from your private pay rate, the difference is your cash match and will be calculated on your cash match documentation form. The cash match documentation form will be sent with the invoice for your review, signature, and returned with the invoice.
2. Aging Matters 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.

**STAFFING**

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.
2. 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. Any reimbursement for services performed in violation of this provision shall be refunded to Aging Matters by the provider.
3. 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.
4. 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:
	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:
		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.
		2. A consent to a pre-employment criminal record check.
		3. A consent to a closed records check pursuant to Section 610.120, RSMo.
		4. A question requiring disclosure of all aliases and social security numbers used by the applicant.
5. 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. 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.
7. 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 Aging Matters or its designee upon request.
8. 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.
9. 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:
	1. Submitting a completed, notarized copy of the “Affidavit of Work Authorization” and
	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.

**SPECIAL PROVISIONS**

1. The provider agrees and understands that refusal or failure to deliver services in accordance with the care plan to any client authorized by Aging Matters and accepted by the provider may constitute a breach of the agreement.
2. The provider shall notify Aging Matters at least ten (10) business days before a change of ownership of the provider’s business. Change of ownership shall be defined as:
	1. Partnership--a deletion, substitution, or addition of a general partner
	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.
	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. Limited Liability--the deletion, substitution, or addition of any investing person or business entity by sale, lease, or transfer of any kind.
3. The provider shall not allow any official or employee of Aging Matters, 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.
4. 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 Aging Matters and warrants that none now exists.
5. The provider shall have a policy to maintain a drug-free workplace.
6. The provider shall develop policies and a plan to work with Aging Matters 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. 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 Aging Matters.
8. 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 and Neglect Hotline (1-800-392-3738) any instances of child abuse, neglect, pursuant RSMo Section 210.
9. 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.
10. Aging Matters 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.
	1. Within thirty (30) calendar days of receipt of the statement of deficiencies, the provider shall submit to Aging Matters an acceptable written plan of correction addressing the areas found to be out of compliance.
	2. The provider shall correct the violations within forty-five (45) days of submission of the plan of correction.
	3. Aging Matters may impose sanctions, changes to the agreement and/or terminate this agreement, if violations are not corrected.
11. The provider’s failure to allow Aging Matters 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 Aging Matters policies and procedures, shall constitute a material breach of the agreement.
12. The provider agrees and understands that, in the event that services are delivered by the provider and billed to Aging Matters, they must also allow Aging Matters 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.
13. 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 Aging Matters for the purpose of records examination.
14. The provider agrees, understands and acknowledges that when Aging Matters authorizes services for individuals, those individuals are considered clients of Aging Matters; and the purpose of this agreement for Aging Matters is the orderly, efficient and dependable delivery of services to a population of clients who are vulnerable and at risk.
15. 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 Aging Matters are related in any way to the performance of this agreement, available for examination or copying without restriction, upon request of Aging Matters or its designated representatives and to such federal and/or state agencies as may request such information.
16. 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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# SECTION III: PARTICIPATION AGREEMENT

## III.1: TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**APPLICABLE LAWS AND REGULATIONS**

1. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contractor to the extent that the same may be applicable.
2. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Aging Matters.
3. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be required by law or regulations.
4. The contractor must file timely and pay all Missouri sales, withholding, corporate, and any other required Missouri tax returns and taxes, including interest and additions to tax.
5. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Gentry County, Missouri.
6. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**INVOICING AND PAYMENT**

1. Aging Matters does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed, unless otherwise specified herein.
2. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Aging Matters.
3. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.

**DELIVERY**

1. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**INSPECTION AND ACCEPTANCE**

1. No equipment, supplies, and/or services received by Aging Matters pursuant to a contract shall be deemed accepted until Aging Matters has had reasonable opportunity to inspect said equipment, supplies, and/or services.
2. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
3. Aging Matters’ right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable, or contractual remedies Aging Matters may have.

**CANCELATION OF CONTRACT**

1. In the event of a material breach of the contractual obligations by the contractor, Aging Matters may cancel the contract. At its sole discretion, Aging Matters may give the contractor opportunity to cure the breach or to explain how the breach will be cured. The actual cure much be completed within no more than ten (10) working days from notification, or at a minimum the contractor must provide Aging Matters within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
2. If the contractor fails to cure the breach or if circumstances demand immediate action, Aging Matters will issue a notice of cancelation terminating the contract immediately. If it is determined Aging Matters improperly canceled the contract, such cancelation shall be deemed a termination for convenience in accordance with the contract.
3. If Aging Matters cancels the contract for breach, Aging Matters reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Aging Matters deems appropriate and then charge the contractor for any additional costs incurred thereby.
4. The contractor understands and agrees that funds needed to fund the contract must be appropriated by the Congress of the United States and the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Aging Matters for any period in which funds have not been appropriated, and Aging Matters shall not be liable for any costs associated with termination caused by lack of appropriations.

**REMEDIES AND RIGHTS**

1. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by Aging Matters of the contractor’s default of breath of contractor’s default or breach of contract.
2. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Aging Matters of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Aging Matters.

**BANKRUPTCY OR INSOLVENCY**

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Aging Matters immediately. Upon learning of such actions, Aging Matters reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**INVENTIONS, PATENTS, AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless Aging Matters, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor’s performance or products produced under the terms of the contract.

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connections with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, sexual orientation, gender expression, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of reporting system to monitor execution and to provide for future planning.
6. If discrimination by a contractor is found to exist, Aging Matters shall take appropriate enforcement action which may include, but not necessarily be limited to, cancelation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General’s office, whichever enforcement action may be deemed most appropriate.

**AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods and services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144 RSMo. For the purposes of this section, “affiliate of the vendor” shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

**COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by email, or hand-carried and presented to an authorized employee of the contractor.

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Authorized Signature

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Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

## III.2: IN-HOME AND/OR RESPITE PARTICIPATION AGREEMENT

1. By signing below, the provider agrees to provide in-home and/or respite, services as authorized by Aging Matters.
2. The Participation Agreement, together with the Request for Qualification (RFQ), Scope of Work, and all attachments by reference herein, shall hereinafter be referred to as the “Agreement” or “Contract.”
3. This agreement shall become effective on **07/01/2023 and shall end on 06/30/2024**.
4. The provider shall comply with the Scope of Work, the Terms and Conditions, and all applicable policies and procedures in the delivery of service and in the submission of claims for reimbursement. The provider shall also provide services and operate in accordance with applicable CSR’s and all other applicable federal and state laws.
5. The rate of reimbursement per unit of service shall not exceed the rate as established by the Missouri General Assembly. Reimbursement shall be at the same rate as those set forth for the Home and Community Based Care Providers by the Department of Health and Senior Services less any adjustments for match as necessary.
6. Any notice, form, communication, or request made in the performance of the terms of this agreement must be submitted to the Aging Matters, 1078 Wolverine Lane, Suite J, Cape Girardeau, Missouri 63701, or fax 1-573-335-3017.
7. Any written notice or communication to the provider by Aging Matters shall be deemed delivered when deposited in the United States mail, postage prepaid and addressed to the provider at its address as listed below, or at such address as the provider may have requested in writing after the submission of this agreement, to be used for notice, or transmitted by fax machine to a number listed on the provider’s correspondence, or sent via secure e-mail to an address submitted by the provider, and/or hand carried and presented to an authorized employee of the provider at its last known physical address.
8. Aging Matters reserves the right to monitor this agreement during the agreement period to ensure contractual compliance.
9. By signing below, the provider certifies that all in-home and respite service workers employed by the provider received or upon employment received training in accordance with 19 CSR 15-7.021(22).
10. The individual executing this agreement on behalf of the provider represents and warrants that he/she is authorized to execute this agreement on behalf of the provider and that upon his/her signature, this agreement shall be bidding upon the provider.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Providers Legal Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal ID Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address

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City, State, and Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number(s) / Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

(This section for Aging Matters use only)

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Aging Matters Authorized Signature

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Printed Name/Title

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Date

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## SECTION IV: ATTACHMENTS

1. **Purpose:** This section is for items the organization must provide with the completed RFQ.
2. **Instructions:** Be sure to include all applicable items with your submittal. These required attachments are listed on the RFQ checklist.
3. **Revision:** Attachments should be revised and submitted to Aging Matters when there is **ANY** change to the information provided. These revised attachments must be submitted within thirty days of the change.
4. Certificate of Good Standing from Missouri Secretary of State
5. Current SAM’s Registration from https://sam.gov
6. Copy of your Organizational Chart
7. Copy of your current Board of Directors
8. Current Copy of your Board By-Laws
9. Signed copy of your updated Participation Agreement with the Missouri Health Net program or Veterans Administration Agreement.
10. Policy and procedures regarding Grievance procedures-for service recipients. Provide a copy of what is given to the participant to inform them of those procedures.
11. Policy and procedures for informing participants and/or their representatives and employees of the Clients Rights, Code of Ethic 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.
12. Policy and procedure regarding elder abuse, neglect and exploitation including the identification and reporting.
13. Policy and procedures used for closing or discontinuing services to authorized participants.
14. Policy and procedures regarding staff providing services for family members, residing with participants and transporting participants.
15. Policy and procedures regarding staff providing services to clients when the staff member is ill.
16. Policy and procedures for telephone contact with Aging Matters and/or participants during and after business hours.
17. Policy and procedures for preventing and detecting conduct or actions that are improper or abusive to Aging Matters, misappropriation of participant property and/or funds, falsification of service delivery and/or falsification of Aging Matters records.
18. Policy and procedures for staff training attendance ensuring that all staff meet the attendance requirement.
19. Proof of insurance for:
	1. Comprehensive General Liability
	2. Bonding Insurance
	3. Workmen’s Compensation Insurance
20. Job description for all in-home and/or respite service positions, including supervisory staff
21. Current COOP/Disaster Plan and after hours telephone number(s).

By signing below, the provider agrees to provide each attachment as required by Aging Matters.

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Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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## SECTION V. RFQ CHECKLIST

This checklist **must be** completed and submitted back to Aging Matters.

**I. GENERAL ASSURANCES AND DOCUMENTATION**

|  |  |
| --- | --- |
| **REQUIRED FORMS** | **Enclosed** |
| I.1 General Assurance |  |
| I.2 Debarment |  |
| I.3 Lobbying |  |
| I.4 Conflict of Interest and Nepotism |  |
| I.5 Service Standards |  |
| I.6 Disaster Continuation Operations Plan |  |
| I.7 E-Verify |  |

**II. GENERAL AND SUPPORTING INFORMATION**

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

**IV. ATTACHMENTS**

|  |  |
| --- | --- |
| **REQUIRED ATTACHMENTS** | **Enclosed** |
| 1. Certificate of Good Standing from Missouri Secretary of State
 |  |
| 1. Current SAM’s Registration from https://sam.gov
 |  |
| 1. Copy of your Organizational Chart
 |  |
| 1. Copy of your current Board of Directors
 |  |
| 1. Current Copy of your Board By-Laws
 |  |
| 1. Signed copy of your updated Participation Agreement with the Missouri Health Net program or Veterans Administration Agreement.
 |  |
| 1. Policy and procedures regarding Grievance procedures-for service recipients. Provide a copy of what is given to the participant to inform them of those procedures.
 |  |
| 1. Policy and procedures for informing participants and/or their representatives and employees of the Clients Rights, Code of Ethic 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.
 |  |
| 1. Policy and procedure regarding elder abuse, neglect and exploitation including the identification and reporting.
 |  |
| 1. Policy and procedures used for closing or discontinuing services to authorized participants.
 |  |
| 1. Policy and procedures regarding staff providing services for family members, residing with participants and transporting participants.
 |  |
| 1. Policy and procedures regarding staff providing services to clients when the staff member is ill.
 |  |
| 1. Policy and procedures for telephone contact with Aging Matters and/or participants during and after business hours.
 |  |
| 1. Policy and procedures for preventing and detecting conduct or actions that are improper or abusive to Aging Matters, misappropriation of participant property and/or funds, falsification of service delivery and/or falsification of Aging Matters records.
 |  |
| 1. Policy and procedures for staff training attendance ensuring that all staff meet the attendance requirement.
 |  |
| 1. Proof of insurance for:
 |
| * 1. Comprehensive General Liability
 |  |
| * 1. Bonding Insurance
 |  |
| * 1. Workmen’s Compensation Insurance
 |  |
| 1. Job description for all in-home/respite service positions, including supervisory staff
 |  |
| 1. Current COOP/Disaster Plan and after hours telephone number(s).
 |  |