AGREEMENT

AN AGREEMENT by and between JACKSON COUNTY, MISSOURI, hereinafter referred to as "the County" and the MID-AMERICA REGIONAL COUNCIL, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Sections 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to support services to the aging and needy as provided by MARC and other agencies, under subcontracts with MARC; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

- 1. <u>Services.</u> MARC shall provide a variety of services for the aging and needy of Jackson County including health care, medical expenses, and basic needs such as shelter and food. MARC is expressly authorized to enter into a subcontract with the **Redemptorist Social Services Center** for these services, as more specifically set out in the proposal attached hereto as Exhibit A, upon such terms and conditions as MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Redemptorist Social Services Center solely to provide services to the aging and needy of Jackson County.
 - 2. Terms of Payment. Upon the execution of the Agreement, the County shall

-1-

provide to MARC the lump sum of \$30,000.00 which shall be used for services for the aging and needy in Jackson County. The County, through the Legislative Auditor, may approve adjustments to line items listed in MARC's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

- 3. Annual Report. MARC shall submit an annual report, including a statement of budgeted and actual expenditures, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2013. Failure to submit this annual report shall disqualify MARC from future funding by the County for this program.
- 4. <u>Submission of Documents</u>. No payment shall be made under this contract unless Redemptorist Social Services Center shall have provided to MARC and MARC shall have confirmed to County's Director of Finance and Purchasing its receipt of: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the MARC's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the MARC's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an MARC has previously received County funding, to be eligible for future payments, an MARC must submit either an audited financial statement for the MARC's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's

program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract MARC is out of compliance on any other County contract.

- 5. <u>Audit</u>. The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of MARC pertaining to the finances and operations of MARC.
- 6. <u>Default</u>. If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.
- 7. <u>Conflict of Interest</u>. MARC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement. MARC shall insure that its subcontractor has made this same warranty.
- 8. <u>Employment of Unauthorized Aliens Prohibited.</u> Pursuant to §285.530.1, RSMo, MARC assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri

and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, MARC shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- 9. <u>Term.</u> This Agreement shall be effective as of January 1, 2013, and terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 5.
- 10. Equal Opportunity. In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap, or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national

origin.

- 10. <u>Liability and Indemnification</u>. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of MARC during the performance of this Agreement.
- 11. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

(Signature Page to Follow)

this 23rd day of 3 lely	y and MARC have executed this Agreement, 2013.
APPROVED AS TO FORM: W. Stephen Nixyn County Counselor	Michael D. Sanders County Executive
ATTEST: Mary Jo Spinovi Clerk of Legislature	MID-AMERICA REGIONAL COUNCIL Executive Director Federal I.D. 43-0976432

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$30,000.00 which is hereby authorized.

July 192013

Director of Finance and Purchasing Account No. 002-7902-56789

79022013008



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

415 E 12th Street, 2nd Floor Kansas City, MO 64106

Email: auditor@jacksongov.org

Section A:	Organization or Agency Information	page	
Section B:	Agency's 2012 and 2013 Revenue Information	page	2
	Individual Program Budget	page	
	Program Information	pages	
Section E:	Summary of Request by Program	page	9

Section A: Organization or Agency Information Redemptorust Social Services Center Name: 207 West Linwood Kansas City, MO 64111 Address: Fax: 816-531-0583 816-931-9942 Phone No: Website Address: www.kcsocialservices.org Fiscal Year Cycle: January 1~December 31 Federal Tax ID No: 26-0054325 Diana Kennedy **Executive Director:** Diana Kennedy Name and Title of Principal Contact Person: Email Address: diana@kcsocialservices.org 816-931-9942 ex 407 Phone No: Submittal of this request has been authorized by: 8/16/2012 Date: Diana Kennedy

AUG 2 8 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY MISSOURI

Section B: Agency's 2012 and 2013 Revenue Information Agency's 2013 Projected Revenue Information % of Projected Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From Total Revenue **Amount** Funding Entity \$ 8,000 Federal **FEMA** 0 \$ State 4 \$ 40,000 MARC Jackson County 0 \$ Other Counties \$ 0 City 6 \$ 60,000 Charity/Donations 83,000 9 \$ Fundraisers 80 774,000 grants, interest, tenant. ATA transportation, In-kind Other

2013 Total Projected Revenue \$

965,000

	Agency's 2012			•			
Funding Entity	Agency's 2012 Total Source You Received F	Revenue			Amou	nt	% of Total Revenue
Federal	FEMA			\$		5,000	1
State				\$		-	0
Jackson County	MARC	•		\$		25,000	3
Other Counties				\$		-	0
City				\$		_	0
•				\$		83,000	9
Charity/Donations Fundraisers				\$		93,000	10
	grants, interest, tenant, ATA tra	ansportation	ı. In-kind	\ \\$		754,000	79
Other (please list)							
1	If your agency received fun please identify the funding sou	2012 Total I nding from urce, amou	Jacksor	Co	unty in 2	960,000 012, e below.	
	If your agency received fun please identify the funding sou	nding from	Jacksor	rogr	unty in 2	012, e below.	ogram Name
Jackson County Fu	If your agency received fun please identify the funding sou	nding from urce, amou	Jacksor nt and p	rogr	unty in 2 am name	012, e below.	ogram Name
Jackson County Fu	If your agency received fun please identify the funding sou nding Source	nding from urce, amou Yes	Jacksor nt and p No	rogr	unty in 2 am name	012, e below.	ogram Name
Jackson County Fu COMBAT Mental Health Levy	If your agency received fun please identify the funding sou nding Source	nding from urce, amou Yes	Jacksor nt and p No	rogr	unty in 2 am name	012, e below.	ogram Name
Jackson County Fu COMBAT Mental Health Levy Board of Services f	If your agency received fun please identify the funding sou nding Source or Developmentally Disabled	nding from urce, amou Yes	Jacksor nt and p No ☑	rogr A \$	unty in 2 am name	012, e below.	ogram Name
Jackson County Fu COMBAT Mental Health Levy Board of Services f Domestic Violence	If your agency received fun please identify the funding sou nding Source for Developmentally Disabled Board	Yes	Jackson nt and p No ☑ ☑	rogr A \$ \$	unty in 2 am name mount - - -	012, e below. Pro	
Jackson County Fu COMBAT Mental Health Levy Board of Services f Domestic Violence Housing Resources	If your agency received fun please identify the funding sou nding Source for Developmentally Disabled Board & Commission	Yes	Jacksor nt and p No I I I	A \$ \$ \$ \$	unty in 2 am name mount - - -	012, e below. Pro	ogram Name ncy Client Assista
Jackson County Fu COMBAT Mental Health Levy	If your agency received fun please identify the funding sou nding Source for Developmentally Disabled Board & Commission	Yes	No No V V V V V V V V V V V V V V V V V	A \$ \$ \$ \$ \$	unty in 2 am name mount - - -	012, e below. Pro	ncy Client Assista
Jackson County Fu COMBAT Mental Health Levy Board of Services for Domestic Violence Housing Resources Outside Agency Pro	If your agency received fun please identify the funding sounding Source for Developmentally Disabled Board S Commission Ogram	Yes Graph G	Jacksor nt and p No ☑ ☑ ☑ ☐	A S S S S S S S	unty in 2 am name mount - - - 25,000	O12, below. Pro	ncy Client Assista ₹ECEIVE [
Jackson County Fu COMBAT Mental Health Levy Board of Services for Domestic Violence Housing Resources Outside Agency Pro	If your agency received fun please identify the funding sounding Source for Developmentally Disabled Board S Commission ogram 2012 Total Jackson your agency receive funding or the	Yes Graph G	Jacksor nt and p No ☑ ☑ ☑ ☐	A S S S S S S S	unty in 2 am name mount - - - 25,000	O12, below. Pro	ncy Client Assista ₹ECEIVE [

Section C: 2013 <u>REVISED</u> Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name:

Redemptorist Social Services Center

Program Name:

Emergency Client Assistance

•	ersonal Servi			
For each salary request bel	ow please atta	ch a job descri % of Salary to be funded by Jackson Co.	Amo to b	or duties. unt of Salary e funded by ason County
Diana Kennedy, Director	7 militair Galary		\$	_
Trish Duffy, Dir.Client Services			\$	3,000
Maureen Smith, Staff Attorney			\$	-
Carol Hookham, Admin. Asst.			\$	_
Odior Hookham, Marian, Mood			\$	-
			\$	
Total Salaries			\$	3,000
Total Fringe Benefits			\$	
	Total Pers	sonal Services	\$	3,000
Co	ntractual Serv	rices		
	Total Contra	ctual Services	\$	=
	Supplies			
Client shelter assistance			\$	6,300
Client utility assistance			\$	15,000
Client medical assistance	·		\$	500
Client transportation assistance			\$	3,500
Client food assistance			\$	1,000
Rien (Vork teleted) (uniforms, tools); e	ducation; crisis		\$	700
DEC 1 0 2012		Total Supplies	\$	27,000
JACKSON COUNTY AUDITORS OFFICE NSAS CITY, MISSOURI	Total Prog	ıram Request	\$	30,000 Se

Auditor

From:

Diana Kennedy [diana@kcsocialservices.org]

Sent:

Monday, September 17, 2012 10:54 AM

To:

Auditor

Subject: RE: 2013 Funding Request - Redemptorist Social Services - Missing items

Cindy...Below are the job descriptions and I'm working on getting the copy of liability

insurance.

Thank so much,

Diana

Director

The Director is responsible for: administering all programs and services offered by the Center; raising all funds necessary for staffing; obtaining funds necessary to administer programs; overseeing all staff and volunteers; growth opportunities for both programs and funding sources; for all events benefitting the Center's mission; maintaining the Center's ongoing programs of assistance for the poor, the low income and the elderly.

Director of Client Services

This position works closely with the Director to plan and implement programs that are designed to meet the needs of our clients. The main responsibility is to provide direct client services to individuals in need. This involves working with each client to determine why they are in crisis, help them set achievable goals, implement a plan and monitor and verify their progress.

Staff Attorney

Specializes in the legal needs and issues of the elderly and provides free legal counsel to seniors and to all clients of the Center.

Pantry Coordinator

Manages food collections and daily food distribution to the poor and aging,

Administrative Assistant

Provides administrative support that includes general clerical, receptionist and project based work.

From: Auditor [mailto:auditor@jacksongov.org]
Sent: Friday, September 14, 2012 11:31 AM

To: 'Diana Kennedy'

Cc: Auditor

Subject: 2013 Funding Request - Redemptorist Social Services - Missing Items

RECEIVED

SEP 17 2012

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY MISSOURI

Good afternoon,

In reviewing your funding request, we noticed that the following information was not included with your submission:

- 1). All job descriptions for the exact titles as requested on Section C: 2013 Program Budget.
- 2). Current Certificate of Liability Insurance.

9/17/2012

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Redemptorist Social Services Center

Program Name: Emergency Client Assistance

Proposed Program

Detail functions to be performed by each program.

Redemptorist Social Services Center has been a landmark of hope and the first line of defense for people in need in Kansas City for over 26 years. Our programs of assistance stabilize individuals, families and neighborhoods, with long-term results benefiting the entire community: Emergency Client Assistance: meets the basic needs of individuals facing chronic poverty, the working poor, the elderly, the homebound and the homeless, the long term/newly unemployed. This program provides over 1,900 direct monthly assists with rent, utility and medical payments; food, clothing and transportation, educational and work related needs.

Senior Services: This program includes Saturday Meal Delivery to the homebound; Minor Home Repairs; emergency assistance services; free legal counsel; health and wellness screenings.

Legal Assistance: A staff attorney specializing in the legal needs and issues of the elderly provides free legal counsel to seniors and all clients of the Center.

Health Maintenance: A free ongoing program staffed by area health care professionals providing mammograms; basic health screenings; nutritional and disease prevention education; home health assessme The Center is well positioned to continue serving the needs of the poor and elderly in Kansas City:

- The only agency providing multiple assists to 21 Kansas City zip codes from a single site. This is significant
- Provides assistance for 8 of the top 10 most requested needs.
- Legal: The only agency with a staff attorney providing free legal counsel.
- Senior Services: only agency providing Saturday meal delivery to the homebound, minor home repairs and
- Food: Only agency providing bi-monthly food assistance that includes fresh produce, meat/poultry.. This is
- Transportation: The only agency providing both reduced fare monthly bus passes and one-ride tokens. Wi

RECEIVED

AUG 2 8 2012

JACKSON COUNTY
AUDITORS OFFICE
ANSAS CITY MISSOUR

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name:

Redemptorist Social Services Center

Program Name:

Emergency Client Assistance

Participants Identify the number of participants by County that each program serves.		
Jackson, MO		4,57
Clay,Platte,		
Cass, MO		
Wyandotte,		
Johnson, KS		16
Other		
Missouri		

Target Population

Describe target population and demographics to be served by each program.

Redemptorist Social Services Center serves 21 of the 54 Kansas City zip codes (315,584 individuals). This area includes the top four zip codes having the most requests for assistance... 34% of the population are children, and 20% of the population relies on TANF and child support for their income. Medical Assistance is available to all residents of Jackson County, MO and Wyandotte County, KS; Victims of Crime assistance is available to all residents of Jackson County, MO. Our service area includes a large population of the elderly (78,069) and the homeless, and the highest concentration of HIV positive residents and the mentally ill; 95% of our clients live below the poverty level of income. Their average annual income of \$3,000 to \$9,600 is immediately consumed with the basic needs of survival for themselves and their families...shelter, utilities and food. The programs and services offered by the Center are available to all persons in our service area regardless of race, ethnicity, age or gender, underserved or underinsured.

AUG 2 8 2012

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI

Would you provide these services to anyone at your door? Is anyone denied services?

Yes (see criteria below) Yes (see criteria below)

What level of indigents (below poverty level) do you serve?

Please classify your program from the following types by percentage of your agency's overall service

Senior Program

25 % 95 %

Indigent Program (Below Poverty Level)

20 %

Senior Indigent Program

What criteria do you have for the clients you serve?

Clients seeking emergency assistance must live in our service area; provide a photo ID, income verification and proof of address; submit their most recent bill in their name and dated in the month in which they are seeking assistance; client must participate in a budget and payment plan.

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name:

Redemptorist Social Services Center

Program Name:

Emergency Client Assistance

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Redemptorist Center serves 21 of the 54 Kansas City, MO zip codes: 64105, 106, 108, 109, 110, 111, 112, 113, 114, 120, 123, 124, 127, 128, 130, 131, 132, 133, 134, 136, 138. Medical Assistance is available to all residents of Jackson County, MO, and Wyandotte County, KS; Victims of Crime assistance is available to all residents of Jackson County, MO. Rental assistance is available for zip codes 64109, 110, 111. The Center's Saturday Meal Delivery program to the homebound and our Minor Home Repairs program are for zip codes 64109, 110, 111, 112.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

Required client documentation information includes: proof of address; two pieces of ID (Social Security and photo ID) for client and all persons living in the household; proof of current or recent income. All services the Center provides are carefully documented; detailed, confidential client records are maintained. Case management is the operational format for the Center's work with clients, focusing on the entire family whenever possible. People in need come to the Center seeking help for their immediate crisis. During the client interview process, other needs are revealed such as job loss, chronic illness, death of sole provider, etc., that contributed to the client's visit. We work with each client to address the immediate crisis; access other needs; review client resources; set achievable, measurable goals (short and long term); establish a budget and plan of action; monitor and verify the plan. Client information and all grants received are entered into the MAAC (Mid America Assistance Coalition) Link system, enabling us to track services and expenditures by funder. A key part of attaining projected outcomes is client participation. Whenever possible

RECEIVED

AUG 2 8 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name:

Redemptorist Social Services Center

Program Name:

Emergency Client Assistance

Approach & Method

List the top three (3) objectives for each program.

1. Shelter assistance

Immediate crisis-eviction

- Review landlord letter....rent, past due, payment history
- Establish payment plan and budget structured to client's income and agreeable with landlord
- Client makes agreed upon payment(s)
- Center pays our commitment to landlord
- Client remains in home a minimum of 60 days

2. Utility assistance

Immediate crisis-loss of service

- · Client presents past due or final notice
- Review client pay history with provider
- Establish payment plan and budget structured to client's income and agreeable with provider
- Client makes agreed upon payment(s)
- · Center pays our commitment to landlord
- Client sustains utility service a minimum of 60 days

3. Medical assistance

Immediate crisis-deteriorating health

- Review vender invoice (prescription medications, glasses, dental, etc.)
- Establish payment plan and budget structured to client's income and agreeable with medical provider
- Client makes agreed upon payment(s)
- Center pays our commitment to provider
- Client has improved quality of life resulting from assistance with prescription medications and/or durable medical goods.

Detail specific methods you will use to achieve these objectives.

During the client interview process, other needs are often revealed such as job loss, chronic illness, death of sole provider, etc., that contributed to the client's visit. We work with each client to address the immediate crisis; access other needs; review client resources; set achievable, measurable goals (short and long term); establish a budget and plan of action; monitor and verify the plan. The Center agrees to a specified payment; the client agrees to a structured payment plan; the provider agrees to continue the service for a specified length of time. All payments made by the Center go directly to the service provider.

RECEIVED

AUG 2 8 2012

AUDITORS OFFICE KANSAS CITY MISSOURI

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name:

Redemptorist Social Services Center

Program Name:

Emergency Client Assistance

Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Emergency Client Assistance: Works to keep individuals in their homes with the utilities on and food on the table.

- · Individuals sustain housing for a minimum of 60 days
- Individuals sustain utility service for a minimum of 60 days
- · Individuals receive food, clothing and housewares assistance

Medical Assistance: Individuals realize a substantial improvement in the quality of their life because of prescription medication assistance, and medical goods (hearing aids, eye glasses, prosthetic devices, etc.) **Transportation Assistance**: Low income individuals receive reduced fare public transportation assistance to:

- Eliminate a key barrier they face as they try to stabilize their lives.
- Help stretch their financial resources during the process of finding and retaining employment.
- Help them access medical service, education opportunities and service agencies for themselves and families.

Senior Services: The elderly will remain in their homes in a safe and stable environment.

- Receive resources that will improve the security and safety of their home.
- Will maintain independent living (when applicable).
- Home safety issues will be addressed and appropriate service scheduled.

Notification

How will your organization make clients, the public and the media

aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

Redemptorist Social Services Center acknowledges the generous funding we receive from Jackson County at our Board of Directors meeting, in our newsletter, in our Donar Edge Profile, in our annual financial statement and in all presentations to grantors.

RECEIVED

AUG 28 2012

JACKSON COUNTY I
AUDITORS OFFICE
KANSAS CITY MISSOUR

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that Mid-America Regional Council, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, Mid-America Regional Council, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.