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## ATTACHMENTS:

Appendix A – General Scope of Work

Appendix B – AGING CONTRACTOR APPLICATION CHECKLIST & SERVICE DEFINITIONS

Appendix C – Subcontractor Agreement Form

RFA links:

<https://aacog.gov/procurement>

<https://www.txsmartbuy.gov/esbd/RFA-25-60-AAA>

## **PART 1.0 – SCOPE OF REQUEST**

### **1.1 PURPOSE OF REQUEST FOR APPLICATIONS (RFA)**

The Alamo Area Council of Governments' (AACOG) Alamo and Bexar Area Agency on Aging (Alamo and Bexar AAA) provides services to people 60 years of age or older, their family members, and their caregivers, which enables them to receive the information and assistance they need in locating and accessing community services. The purpose of this RFA is to identify eligible contractors through qualification to provide the various services authorized under Title III of the Older Americans Act of 1965, as amended, and in accordance with the approved Alamo Area Agency on Aging Area Plan.

### **1.2 BACKGROUND INFORMATION**

#### **A. The Alamo Area Council of Governments (AACOG)**

AACOG is a voluntary association of municipal and county governments and special districts located in Bexar County and the surrounding twelve counties. Defined as a political subdivision of the State of Texas, the Alamo Area Council of Governments (AACOG) was established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

#### **B. Funding Sources**

AACOG is designated as the Area Agency on Aging (AAA) under contract with the Texas Health and Human Commission and this RFA funding authority is from the Older Americans Act of 1965 (OAA) as amended, and its regulations; Health and Human Services (HHS) regulations on Administration of Grants; 45 CFR 74; 45 CFR 92; 45 CFR 1321; 45 CFR 91; the Uniforms Grant Management Standards (UGMS); all applicable HHSC and AAA rules as published in the Texas Administrative Code (TAC), Title 26, Chapter 213, Subchapter A through D; and all state and local laws as pertains to this contract and its attachments. AACOG expects to award multiple contracts for services in the AACOG region.

#### **C. Target Population**

Contractor must, in accordance with Section 306((a)(4)(B)(i) and (a)(6)(G)) of the Older Americans Act of 1965 (OAA) and its subsequent amendments, and as addressed in the approved Area Plan, assure HHSC that it will use outreach efforts to identify persons who are eligible for assistance under this Contract, with special emphasis on:

1. Older persons residing in rural areas
2. Older persons with greatest economic need
3. Older persons who have the greatest social need
4. Older persons with severe disabilities
5. Older persons with limited English-speaking ability.
6. Older persons with Alzheimer's disease or related disorders and with neurological or organic brain dysfunction.
7. Older persons at-risk of institutional placement.

### **1.3 STATEMENT OF WORK**

General Scope of Work is detailed in **Appendix A**

## **1.4 SERVICE PLAN**

- A.** AACOG is designated as the AAA under contract with the Texas Health and Human Services Commission (HHSC). The authority on which this contract is based derives from the OAA, as amended, and its regulations.
- B.** Congress appropriates funds to implement the OAA and apportions those funds to the states. Within Texas, HHSC then allocates the apportioned funds to the AAAs for administration at the local level. HHSC awards these funds based on statistical factors such as population aged 60+ living in rural areas, and income levels of population aged 60+ in each of the Planning Service Areas (PSAs). The PSA for Alamo AAA includes twelve Alamo Counties (Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties) and Bexar AAA includes Bexar County.
- C.** Alamo and Bexar AAA then allocate funds to prioritized programs within the PSA based upon an Area Plan approved by HHSC. The Area Plan identifies prioritized older adults' services. Alamo and Bexar AAA finally award a significant portion of funding for those priority services to qualified sub-recipients who then furnish services on behalf of Alamo and Bexar AAA.
- D.** Alamo and Bexar AAA are seeking qualified Contractors to furnish and provide aging supportive services for Older Adults.
- E.** The Alamo and Bexar AAA reserves the right to modify the scope of services, including the addition of future delivery sites and the adjustment of service units, to address evolving program needs and priorities.
- F.** The Contractor shall be responsible for supplying all labor, materials and equipment necessary for the proper execution and completion of the work, and shall perform all services, as stated in the scope of work or reasonably implied there from and in accordance with contract documents.
- G.** The Contractor shall provide full-time supervision and properly skilled staff to perform the work required under this bid invitation. Unless specified to the contrary, all materials used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.
- H.** AACOG reserves the right to terminate or modify this contract at its sole discretion if federal funding supporting the Alamo and Bexar AAA program is withdrawn from its funding source(s).

## **1.5 CONTRACTOR REQUIREMENTS**

- A.** The contractor must recognize the special needs and concerns of low-income, elderly and handicapped clients and must ensure that clients are always treated respectfully and professionally. The contractors' staff must always conduct themselves in a professional manner.
- B.** The work must be completed in a timely and expeditious manner. The contractor is expected to provide ongoing progress reports to Alamo and Bexar AAA indicating work schedule and work status. The contractor (work crew supervisor) is responsible for advising Alamo and Bexar AAA of any recommended changes; however, no changes will be authorized or paid for by AACOG without Alamo and Bexar AAA's prior written approval.
- C.** In the event of termination or modification, AACOG shall have no obligation to compensate the contractor for any services delivered after the effective date of termination or modification.

- D.** The contractor and its subcontractors are considered independent contractors and shall indemnify and hold harmless AACOG, AACOG staff, and AACOG clients from all claims arising out of work performed.
- E.** The Federal Privacy Act of 1974 and related state law and regulation regulate the proper disclosure of individually identifiable information and/or records. Contractors must take special precautions to protect confidential information from loss, authorized use, access, disclosure, modification and destruction.
- F.** Performance of this RFA and all work or obligations covered by and arising out of this RFA shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to all work or obligations covered by or arising out of the this RFA, or the performance thereof, indemnify, hold harmless and defend AACOG and each of its officers, partners, joint venture partners, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorney's fees), arising directly or indirectly from this RFA, or the performance thereof.
- G.** Contractor is responsible for any job-related illness or injury to workers in their employment and/or clients and shall indemnify and hold harmless AACOG personnel and AACOG clients in the event an on-the-job illness or injury occurs.
- H.** CFR 41 Part 60-3/4/20/50 – Obligations of Contractors and Subcontractors  
 These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.

**1.6 PLANNING SERVICE AREA**

The Service Area, by funding for this RFA: Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, and Wilson counties.

**1.7 PROJECT BUDGET**

- A.** The proposers planned budget must reflect all operating expenses to be incurred in the performance of this Application and the level of Federal or State funding requested to support the planned expenditures.
  - a. The estimated funds available for the priority projects in the services listed in Appendix A – General Scope of Work are dependent of available funding awarded to the Alamo and Bexar AAA from their funding source(s) during each grant year.
- B.** Proposers must have sufficient financial resources to operate on a reimbursement basis. A three (3) month cash flow is recommended.
- C.** The Alamo and Bexar Area Agencies on Aging require all Nutrition and Transportation providers to submit an application. For Nutrition applicants only, please also submit your most recently filed IRS Form 990 with your application.

## 1.8 AUTHORITY

- A. HHS 45 CFR 75.
- B. HHS 45 CFR 92.
- C. HHS 45 CFR 1321.
- D. HHS 45 CFR 91.
- E. Texas Uniform Grant Management Standards (UGMS).
- F. Texas Administrative Code (TAC), Title 26, Part 1, Chapter 213, Subchapter C, Division 3, Rule §213.203
- G. Texas Local Government Code, Chapter 252
- H. Texas Government Code, Chapter 2161
- I. HHSC Area Agency on Aging Policies and Procedures Manual, Chapter F-1000 thru F- 1800

## 1.9 PROCUREMENT STANDARD

The services solicited under this RFA are initiated by a Funding Opportunity Announcement (FOA), consistent with the Competitive Method. It is the policy of AACOG to conduct procurement in a manner that provides for full and open competition. An award will be made only to an organization possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract.

## **PART 2.0 – SUBMISSION INFORMATION**

### 2.1 RESPONSE DEADLINE

The Alamo Area Council of Governments (AACOG) will post the Request for Applications (RFA) on July 14, 2025. The deadline for submitting an application is July 31, 2026, by 4:00 p.m. CST. Multiple awards will be made based on applicant eligibility, completeness of application, and the evaluation criteria outlined in this solicitation. This RFA will remain open for ongoing submissions and will be evaluated on a quarterly basis, with awards made accordingly. **Vendors may submit applications at any time; however, contract awards will only occur during the scheduled quarterly evaluation periods.** All submitted applications will be recorded in an official application receipt log. An email confirmation receipt will be issued. Please note only Electronic Submissions is allowed: Applications and all attachments must be submitted as PDF files via email to [procurement@aacog.gov](mailto:procurement@aacog.gov) and [jjones@aacog.gov](mailto:jjones@aacog.gov). The subject line of the email must read: RFA Submission: RFA-25-60-AAA – Contracted Supportive Services.

- 2.1.1 Applications submitted in response to this RFA will be reviewed for completeness and eligibility. Applications will either be accepted or rejected based on the published eligibility criteria. Acceptance of an application will place the respondent on a list of approved vendors eligible for future contracted services. Modifications or amendments to an application must be submitted in compliance with the RFA requirements and prior to the response deadline. An application may be withdrawn at any time during the procurement process by submitting a written withdrawal request to the AACOG Procurement Department at the address listed above. For additional information or questions regarding the application process, please contact the AACOG Procurement Department.

### 2.2 PROCUREMENT SCHEDULE

All time noted on the Procurement Schedule (Page 1) is Central Standard Time. Dates posted are subject to change.

## 2.3 TECHNICAL ASSISTANCE

AACOG will accept questions submitted via electronic mail. A comprehensive addendum to the RFA, including all questions received during the open enrollment period, will be distributed to all interested parties and archived on the Electronic State Business Daily (ESBD) website. No other representative of AACOG is authorized to accept or respond to questions regarding this solicitation, except as stated below. It is the sole responsibility of each vendor to frequently check the AACOG website for updates, addenda, or responses to submitted questions.

**Debbie Ugarte**  
**Contracts and Procurement Director**  
**Email: [dugarte@aacog.gov](mailto:dugarte@aacog.gov)**

AACOG RFA Secondary Point of Contact:

**Isaac Jones III**  
**Senior Procurement Analyst**  
**Email: [ijones@aacog.gov](mailto:ijones@aacog.gov)**

- 2.3.1** During the period between the date AACOG issues this RFA and the date of the application deadline, Respondents shall restrict all contact with AACOG and direct all questions regarding this RFA, including questions regarding terms and conditions, only to the individual identified above in Section “Technical Assistance” in the specified manner. Do not contact members of the Board of Directors, other employees of AACOG or any of AACOG’s agents or administrators. Contact with any of these prohibited individuals after issuance of this RFA and before selection is made, may result in disqualification of the Respondent. The communications prohibition shall terminate when the contract is executed by the Contractor and AACOG.
- 2.3.2** Prohibited communications include direct contact, discussion, or promotion of any Respondent’s Application with any member of AACOG’s Board of Directors or employees except for communications with AACOG’s designated representative as set forth in this RFA and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFA process. Except as provided in the above-mentioned exceptions, the following communications regarding a particular Invitation for Bids, Requests for Application, Requests for Qualifications, or other solicitation are prohibited:
- 2.3.1.1** Communication between a potential Contractor, service provider, bidder, respondent, lobbyist or consultant and any member of AACOG’s Board of Directors.
  - 2.3.1.2** Communications between any director and any member of a selection or evaluation committee.
  - 2.3.1.3** Communications between any director and administrator or employee is prohibited.
- 2.3.2 The communications prohibition shall not apply to the following:**
- 2.3.2.1** Communications with AACOG’s purchasing agent specifically named and authorized to conduct and receive such communications under this RFA or upon the request of AACOG, with AACOG’s general counsel.
  - 2.3.2.2** Presentations made to the Board of Directors during any duly convened public meeting.
  - 2.3.2.3** Nothing contained herein shall prohibit any person or entity from publicly addressing AACOG’s Board of Directors during any duly convened public meeting, in accordance with applicable Board policies, on a matter other than this RFA or in connection with a presentation requested by AACOG’s representatives.

## 2.4 AVAILABILITY OF REQUEST FOR APPLICATIONS

The RFA will be posted as noted on Page 1, RFA Links, or at the request of the proposer, by contacting procurement staff at the above phone or e-mail beginning **July 14, 2025**. The RFA is also available at the agency address from 8:00 a.m. – 5:00 p.m., Monday through Friday (except for holidays). Any interested party that receives this RFA by means other than directly from AACOG is responsible for notifying AACOG that it has received an RFA package so that when an addendum to this RFA is issued, the information can be provided to all interested parties.

## **2.5 PROPRIETARY INFORMATION AND THE PUBLIC INFORMATION ACT**

- 2.5.1** Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.
- 2.5.2** The determination of whether information is confidential and not subject to disclosure is the duty of the Texas Office of Attorney General (OAG). AACOG must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Respondent are not acceptable. AACOG must comply with the opinions of the OAG. AACOG assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of the award, these documents will be available for public inspection.

## **PART 3.0—GENERAL INFORMATION & ADMINISTRATIVE REQUIREMENTS**

### **3.1 ELIGIBLE PROVIDERS**

- 3.1.1** AACOG expects to receive Applications from established and knowledgeable entities with demonstrable expertise in the tasks required. The proposer(s) selected for contract will become an approved AACOG vendor and responsible for tasks outlined in the SOW.
- 3.1.2** It is the policy of AACOG to encourage participation by small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as Contractors to AACOG. It is the goal of AACOG to include HUBs in at least ten percent (10%) of the total value of contracts awarded annually.
- 3.1.3** To be eligible for consideration: Licensed to do business in the State of Texas.
- 3.1.4** AACOG is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires Contractors to certify that they are in compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participant's Responsibilities. The Contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- 3.1.5** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFA and meet high standards for public service and fiduciary responsibility.

### **3.2 CONTRACT INFORMATION**

- 3.2.1 TYPE OF CONTRACT:** This Request for Application will result in an indefinite delivery / indefinite quantity (IDIQ), fixed price/cost or reimbursement contract, determined by demand and based on the agreed rate for services provided. There will be no guarantee of work assigned or awarded.
- 3.2.2 CONTRACT PERIOD:** It is anticipated that the initial contract period will be for one (1) year, with an option for four (4) one (1) year extensions, mutually approved annually by the vendor and AACOG Board of Directors. The maximum number of consecutive years that a contractor may provide services will be five (5) years.
- 3.2.3** AACOG reserves the right to terminate a contract at any time based on Contractor performance or noncompliance.
- 3.2.4 ADDITIONAL FUNDING:** AACOG reserves the right to extend the contract to include additional tasks in the Application response that AACOG deems beneficial to the area.

- 3.2.5 REASSIGNMENT: In the event a Contractor fails to perform as required, AACOG reserves the right to terminate the contract early and assign the contract in whole or in part to a comparably ranked respondent/Application obtained through this procurement, subject to successful contract negotiations.
- 3.2.6 Within 30 days written notice by either party if Contractor shall be required to satisfactorily complete all projects in progress at the time notice is giving to.
- 3.2.7 In the event of a breach of this RFA by either party hereto that is not remedied within five (5) working days after delivery of written notice of such a breach, the non-breaching party may terminate this RFA by providing ten (10) days written notice to the other party of the intent to terminate this RFA.

### **3.3 GOVERNING PROVISIONS AND LIMITATIONS**

Violation of any of the following provisions may cause an application to be disqualified and rejected from consideration:

- 3.3.1 The Application, if accepted, will become the basis for the contract scope of work.
- 3.3.2 Respondents must submit a comprehensive Application for all services provided. Any Application that is not comprehensive will be deemed non-responsive.
- 3.3.3 The only purpose of this RFA is to ensure uniform information in the solicitation of Applications for the procurement of identified services. This RFA is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit AACOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by AACOG.
- 3.3.4 AACOG reserves the right to accept or reject any or all Applications received, to cancel or reissue this RFA in part, or its entirety.
- 3.3.5 AACOG reserves the right to award a contract(s) for any services solicited in this RFA in any quantity AACOG determines is in its best interests.
- 3.3.6 AACOG reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFA.
- 3.3.7 AACOG reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFA.
- 3.3.8 AACOG reserves the right to waive any minor defect in the procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. AACOG will provide notifications of any changes in this RFA to all interested parties having requested or received a copy of this RFA.
- 3.3.9 AACOG reserves the right to negotiate the final terms of all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFA may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
- 3.3.10 AACOG reserves the right to contact any individual, agency, employer, or granting agencies listed in an application, or contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from all respondents.
- 3.3.11 AACOG reserves the right to conduct on-site reviews of records, systems, procedures, including credit and criminal background checks of any entity selected for funding under this RFA. This may occur either before or after the award of a contract or agreement. Any misrepresentation of the proposer's ability to perform as stated in the RFA response may result in the cancellation of any contract or agreement awarded.
- 3.3.12 AACOG reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFA if adequate funding is not received by AACOG from funding sources or due to legislative changes.
- 3.3.13 Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, Application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.

- 3.3.14 Respondents shall not attempt in any manner to advocate for lobby or otherwise attempt to influence any officer, board member, employee, Application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 3.3.15 No officer, board member, employee, Application evaluator, or agent of AACOG shall participate in the selection, award, or administration of a contract if a conflict of interest, or potential conflict, is involved.
- 3.3.16 Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's Application to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- 3.3.17 The contents of a successful Application will become a contractual obligation if selected for contract award. Failure of a respondent to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to the successful proposer as a basis for release from proposed services at the stated price/cost. Any damages assessed by AACOG because of a successful proposer's failure to contract with AACOG may be recovered from the proposer.
- 3.3.18 A contract with a selected proposer may be withheld, at the sole discretion of AACOG, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved.
- 3.3.19 AACOG is exempt by law from paying State Sales Tax and Federal Excise Tax.
- 3.3.20 The contractor shall retain all records for a minimum period of five (5) years after AACOG makes final payment and all other pending matters are closed. This requirement is to ensure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. This requirement survives the termination of this RFA for any reason.
- 3.3.21 **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:**  
Contractor provides its assurance that it will comply with all requirements of applicable Federal and State laws that no person providing or receiving services under this contract will be excluded from participation, or be otherwise subjected to discrimination because of race, religion, gender, sexual orientation, national origin, age, disability or political affiliation or belief.

**3.4 ADMINISTRATIVE REQUIREMENTS AND LIMITATIONS**

- 3.4.1 The selected contractor(s) will be required to procure and maintain all insurance coverage as specified in this RFA. Prior to the commencement of any work under a contract awarded through this solicitation, the contractor must provide proof of insurance listing the Alamo Area Council of Governments (AACOG) as an additional insured on each applicable policy. Required insurance coverage includes but is not limited to: General Liability Insurance Fidelity Bonding, Automobile/Vehicle Coverage, Directors and Officers Liability Insurance, Errors and Omissions (Professional Liability) Insurance. Insurance requirements apply when applicable or when funding becomes available. Liability coverage limits and deductible amounts must be acceptable to AACOG. Proof of coverage must be submitted to AACOG prior to contract execution and updated upon renewal or modification of policies. Failure to comply with these insurance requirements may result in termination of the awarded contract.
- 3.4.2 **INSURANCE REQUIREMENTS** - The Contractor shall maintain the following insurance coverages throughout the term of the agreement:
  - 3.4.2.1 General Liability: Coverage for bodily injury and property damage to third parties with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - 3.4.2.2 Professional Liability (Errors and Omissions) Insurance – Coverage with a minimum limit of \$250,000.
  - 3.4.2.3 Workers' Compensation and Employer's Liability Insurance – Coverage at statutory limits, including \$500,000 per accident for bodily injury, \$500,000 per employee for bodily injury by disease, and a \$500,000 policy limit for bodily injury by disease
  - 3.4.2.4 Automobile Liability Insurance – Coverage at statutory limits with a minimum of \$500,000 per occurrence and a combined single limit of \$1,000,000 for bodily injury and property damage. Coverage must include hired and non-owned autos.
  - 3.4.2.5 Directors and Officers (D&O) Insurance – Coverage with a minimum limit of \$1,000,000 per claim, protecting against claims arising from negligent acts, errors, or omissions by directors and officers acting in their official capacities.

- 3.4.2.6 Cyber Liability Insurance – Coverage with \$1,000,000 per occurrence and \$2,000,000 aggregate limits. Coverage shall include, but not be limited to, data breaches, intellectual property infringement, invasion of privacy, information theft, destruction or damage of electronic data, cyber extortion, and network security failures.
- 3.4.3 Respondents must be able to demonstrate the necessary administrative and fiscal capability necessary to successfully provide the required services and to meet the financial accountability requirements of federal grants when applicable (or if funding becomes available).
- 3.4.4 Contractors must provide reports upon demand as may be requested or required by AACOG.
- 3.4.5 Private for-profit corporations applying must include a statement signed by an authorized representative of the corporation authorizing submission of an application.
- 3.4.6 AACOG shall require the Contractor to remove any employee or staff member from the contract who is alleged (accused, arrested, or charged) to have committed a disqualifying offense after the background check performed. The contractor is required to immediately notify AACOG when it becomes aware of the alleged offense to determine if it disqualifies the employee or staff member from continuing to work under the contract.
- 3.4.7 Respondents must possess knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities.

## **PART 4.0 – PROPOSAL REVIEW AND SELECTION PROCESS**

### **4.1 EVALUATION PROCESS:** The evaluation process will consist of:

- 4.1.1 An initial review of responsiveness and eligibility with the criteria specified in the RFA by AACOG personnel.
- 4.1.2 All compliant applications will be evaluated and scored by an independent team of reviewers. The proposer’s qualifications will be evaluated on specific criteria outlined in Section 4.2 by reviewers using a standardized scoring matrix.

### **4.2 EVALUATION CRITERIA:**

- 4.2.1 Organizational Capacity
- 4.2.2 Staff training and Development
- 4.2.3 Demonstrated Performance
- 4.2.4 Financial Stability
- 4.2.5 Price Reasonableness

### **4.3 EVALUATION OUTCOMES**

- 4.3.1 Applications will be determined:
  - 4.3.1.1 **Acceptable**
    - 4.3.1.1.1 Recommendation to AACOG Board of Directors for award
  - 4.3.1.2 **Questionable**
    - 4.3.1.2.1 Request clarifying information from Applicant to determine acceptability
  - 4.3.1.3 **Deficient**
    - 4.3.1.3.1 Applications determined to be deficient will be notified of deficiencies and allowed to reapply, upon remediation of deficiencies.

### **4.4 PROCUREMENT DISPUTE RESOLUTION**

#### Appeal and Debriefing Process

#### **4.4.1 Appeal Process**

Proposers not selected for funding may appeal only with respect to any fault or violation of law or regulation regarding the procurement process. Appeals must be filed within **ten calendar days** of receipt of AACOG notification of final action. Appeals shall be directed to:

Contract and Procurement Director Alamo Area Council of Governments  
Procurement Department  
2700 NE Interstate 410 Loop, Suite 101  
San Antonio, TX 78217

- 4.4.1.2 The appeal must indicate the AACOG action appealed and the violation, which forms the basis for the appeal, and shall be signed by the Proposers organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal must be submitted within the time frame identified. There is no relief accorded appellate for not filing within the published deadlines. Hearings are at the discretion of AACOG and shall be conducted in accordance with existing AACOG procedures.
- 4.4.1.3 Proposers must provide a detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.
- 4.4.1.4 Proposers may NOT appeal the scoring and ranking of Proposals, unless substantiated by material or relevant facts.
- 4.4.1.5 Proposers may NOT appeal solely on the belief that their Proposal is superior to the one selected for award.
- 4.4.1.6 Proposers understand that review and action shall be considered final, with no further formalities considered.

#### 4.4.2 **Debriefing Process**

Proposers not selected by this procurement process, and have elected not to file an appeal, may submit within 10 days of the receipt of AACOG notification of the procurement decision, a Request for Debriefing to obtain information on the procurement process and how their Proposal or offer was received and ranked. AACOG shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled debriefing. The debriefing shall be scheduled as soon as possible and no later than 10 days from the receipt of the Request for Debriefing. A debriefing is offered as a courtesy to any bidder who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the Proposal evaluation system, and help unsuccessful bidders understand why they were not selected.

## **PART 5.0 – APPLICATION RESPONSE REQUIREMENTS**

### **5.1 APPLICATION FORMAT AND NUMBER OF APPLICATIONS**

#### **5.1.1 Email Submission**

Respondents must submit one complete application, including all executed certifications and authorized signatures. Applications and any attachments must be submitted **as PDF files only**. An **electronic copy** must be sent via email to [procurement@aacog.gov](mailto:procurement@aacog.gov) and [ijones@aacog.gov](mailto:ijones@aacog.gov), with the email subject line: **RFA Submission: RFA-25-60-AAA – Contracted Supportive Services. No paper copies are to be submitted under this RFA.** Any submission lacking the required content may be ruled non-responsive and may not be considered for award under this procurement.

#### **5.1.2 APPLICATION FORMAT**

- 5.1.2.1 Applications must be submitted in Portable document format (PDF).
- 5.1.2.2 Each page of the Application, except for the coversheet, must be sequentially numbered, including attachments.
- 5.1.2.3 Applications must contain all required elements in the order prescribed.
- 5.1.2.4 Applications that do not conform to this requirement may be considered non-responsive and excluded from consideration for award under this procurement.

### **5.2 APPLICATION VALIDITY PERIOD**

Each Application will remain valid for AACOG's acceptance for a minimum of sixty (60) days after the submittal deadline, to allow for evaluation, selection and Board action.

### **5.3 PAGE LIMITATION**

Respondents are asked to keep responses brief, concise and to the point.

### **5.4 ORDER OF APPLICATION CONTENTS**

The application must follow the Alamo and Bexar Area Agencies on Aging CHECKLIST FOR CONTRACTOR APPLICATION (ATTACHMENT B)

## **PART 6.0 – APPLICATION RESPONSE FORMS**

### **6.1 APPLICATION TITLE PAGE (Attachment A)**

Each Application must be accompanied by a complete Application title page. Respondents must designate a contact person responsible for all communications concerning the Application and notification of award. Respondents must also designate a person with documented signatory authority and for contract negotiations.

### **6.2 CERTIFICATION SHEET (Attachment B)**

Each Application must have a Table of Contents that lists each item of the Application, including attachments, with corresponding page numbers. Clearly identify the material by section and page number. Perform the work in a timely manner.

### **6.3 ACKNOWLEDGEMENT FORM (Attachment C) (complete and sign form)**

### **6.4 CONFLICT OF INTEREST QUESTIONNAIRE (Attachment D) (complete and sign form)**

If a conflict exists. You may review the Agency's current Board of Directors at [Board Members & Committees | AACOG](#)

### **6.5 CERTIFICATION REGARDING DEBARMENT (Attachment E) (complete and sign form)**

### **6.6 NON-DISCRIMINATION CERTIFICATION (Attachment F) (complete and sign form)**

### **6.7 CERTIFICATION REGARDING LOBBYING (Attachment G)**

### **6.8 REQUEST TO BE ADDED TO BIDDER'S/CONTRACTOR'S LIST**

### **6.9 APPENDIX B – AGING CONTRACTOR APPLICATION NARRATIVE – Page 2**

#### **ATTACHMENTS:**

**APPENDIX A – GENERAL SCOPE OF WORK**

**APPENDIX B – AGING CONTRACTOR SERVICE DEFINITIONS**

**APPENDIX C – SUBCONTRACTOR AGREEMENT FORM**

#### **RFA links:**

<https://aacog.gov/procurement>

<https://www.txsmartbuy.gov/esbd/RFA-25-60-AAA>

**ATTACHMENT A**

**APPLICATION TITLE PAGE**

**Alamo and Bexar AAA Contracted Supportive Services for FY26 – FY30**

<b>Legal Name of Proposing Entity</b>	
<b>Name of Owner/Director of Entity</b>	
<b>Title</b>	
<b>Mailing Address</b>	
<b>Physical Address (If different than mailing)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Contract Signatory Authority &amp; Title</b>	
<b>Federal Tax ID Number</b>	
<b>Historically Under-Utilized Business? If “yes”, attach copy of current certification.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Legal/Tax Status of Organization</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other (Specify) _____

**ATTACHMENT B  
CERTIFICATION SHEET**

All specifications and terms and conditions of the RFA have been read.

Our Company accepts the specifications and conditions unless otherwise accepted in writing to the Executive Director, Alamo Area Council of Governments (AACOG).

Company Name:			
Mailing Address:			
City:		State	Zip Code
Phone:		Fax:	
Web Site:			
Email:			
<b>Name of Representative authorized to sign for bidder:</b>			
(Print name)		(Signature)	

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" is defined as the state in which the principal place of business is located. YES  NO

(b) What is that amount or percentage?

I certify that the above information is correct:

Name	
Position	
Signature	
Date	

**ATTACHMENT C  
ACKNOWLEDGEMENT FORM**

Having carefully examined the terms and conditions and specifications within this RFA document, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

**The Proposer affirms that, to the best of his knowledge, the response has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this RFA.**

**The Proposer affirms that he/she has not participated in any act of favoritism, gratuity, or inside dealings with any member of the staff of AACOG or its Board of Directors.**

Company Name:
President/Designee:
Position:
Signature:
Date:

**ATTACHMENT D**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code, by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p>	<p><b>OFFICE USE</b></p> <p>Date Received</p>
<p>1. <b>Name of person who has a business relationship with local governmental entity.</b></p>	
<p>2. <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or</p>	
<p>3. <b>Name of local government office with whom filer has employment or business relationship.</b></p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government office named in this section.</p>	
<p>4.</p> <p>_____</p> <p align="left">Signature of person doing business with governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

**ATTACHMENT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

**By signing and submitting this certification the potential contractor/grantee accepts the following terms:**

1. The certification below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.  
**Do you have or do you anticipate having subcontractors/sub grantees under this proposed contract?**  YES  NO
5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Indicate which statement applies to the covered potential contractor/grantee:

- 1. The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- 2. The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF CONTRACTOR/GRANTEE \_\_\_\_\_

VENDOR ID NO. /FEDERAL EMPLOYER'S IDNO. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 26 PERIOD BEGINNING October 1, 2025 and ENDING September 30, 2026.

## INSTRUCTIONS FOR ATTACHMENT E CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out above.
2. The inability of a contractor/grantee to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which AACOG will rely if we enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or us, AACOG may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to AACOG if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AACOG for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AACOG.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions," provided by AACOG, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows eligibility or that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the No procurement List.
9. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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.
10. Except for transactions authorized under paragraph 6 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to AACOG, AACOG may terminate this transaction for cause or default.

**ATTACHMENT F**  
**NON-DISCRIMINATION CERTIFICATION**

The Contractor has agreed to comply with:

1. Title VI of the Civil Rights Act of 1964, as amended (42 USC §2000d), which prohibits employment discrimination based on race, color or national origin; 45 CFR 80
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §794) which prohibits discrimination against qualified individuals with disability in,
  - (1) Programs and activities receiving financial assistance from HHS, 45 CFR 84, (2) Notice of exercise of authority under regarding recipients with fewer than fifteen employees, 45 CFR 84.52(d)(2), (3) Admission or treatment against substance abusers suffering from medical conditions 45 CFR 84.53, and (4) Programs or activities conducted by HHS 45 CFR 85;
3. Title IX of the Education Amendments of 1972, as amended, (20 USC §1681) prohibits discrimination on the basis of sex (gender) in Federally Assisted Education Programs 45 CFR 86
4. The Age Discrimination in Employment Act of 1975, as amended (42 USC §6101), which prohibits discrimination on the basis of age in (1) Programs or activities receiving federal financial assistance 45 CFR 90; and (2) Programs or services receiving HHS financial assistance 45 CFR 91.
5. Title II of the Americans with Disabilities Act, 28 CFR Part 35.

NAME OF VENDOR/GRANTEE:	
-------------------------	--

<b>Signature of Authorized Representative</b>	<b>Printed/Typed Name &amp; Title of Authorized Representative</b>

Date: _____
-------------

**ATTACHMENT G**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE**  
**AGREEMENTS**

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

(1) No Federal appropriated 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 an 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 Standard Form-LLL, "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 meal delivery service contractors 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

AACOG is an equal opportunity agency within the meaning and spirit of the law and does not discriminate on the basis of race, age, color, sex (including sexual orientation and gender identity), disability, national origin, or religion. All contractors and vendors are required to comply with AACOG's EEO policies and/or provide adequate notification that they comply with applicable EEO laws

AACOG requires all vendors interested in conducting business with the agency to complete a "Request to be added to Bidder/Vender List" packet prior to being eligible to receive opportunities to bid for agency projects.

In addition, AACOG has a centralized purchasing function and requires that a purchase order number be issued and authorized before any order is processed. The contact for Purchase Order numbers is the Procurement Department, (210)362-5200, [procurement@aacog.gov](mailto:procurement@aacog.gov)

NOTE: AACOG programs are on a cost reimbursement from the funding sources. AACOG will bill the funding source for purchases subsequent to receipt of goods or services and invoices. Invoices are required for all purchases. Payment will be forwarded to the vendor upon reimbursement from the funding source. Vendors should note that this process may take sixty (60) to ninety (90) days for payment to be processed. Contact for the status of payments is Accounts Payable at (210)362-5280.



RETURN THIS FORM TO:

Alamo Area Council of Governments  
2700 NE Loop 410, Suite 101  
San Antonio, TX 78217  
ATTN: Procurement Department Phone:  
(210)362-5200  
Email: [procurement@aacog.gov](mailto:procurement@aacog.gov)

I, \_\_\_\_\_, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

Company Name:
Send Payment(s) to- Address:
City/ State/ ZIP code:
Telephone Number:
Fax Number:
Website Address:
Email Address:
Representative:

## REQUEST TO BE ADDED TO BIDDER/ VENDOR LIST

Please list the type of products/ services you provide and attach any catalogs/ brochures/ samples. Use this list below to describe your products/ services \*required\*. Please check the service(s) for which you are applying:

<input type="checkbox"/> Home Delivered Meals	<input type="checkbox"/> Chore Maintenance	<input type="checkbox"/> Congregate Meals
<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Evidence-Based Intervention	<input type="checkbox"/> Legal Assistance 60 yrs and older
<input type="checkbox"/> Residential Repair	<input type="checkbox"/> Personal Assistance	<input type="checkbox"/> Physical Fitness
	<input type="checkbox"/> Respite In Home	<input type="checkbox"/> Income Support
	<input type="checkbox"/> Transportation	

Choose which County(ies) that you are applying for:

<input type="checkbox"/> Atascosa	<input type="checkbox"/> Bandera	<input type="checkbox"/> Bexar
<input type="checkbox"/> Comal	<input type="checkbox"/> Frio	<input type="checkbox"/> Gillespie
<input type="checkbox"/> Guadalupe	<input type="checkbox"/> Karnes	<input type="checkbox"/> Kendall
<input type="checkbox"/> Kerr	<input type="checkbox"/> McMullen	<input type="checkbox"/> Medina
<input type="checkbox"/> Wilson	<input type="checkbox"/> All Counties	

**Please assist us by completing the following:**

1. Type of Request:

- New Vendor                       Change of Address                       Updated Information

2. Ownership:

- Sole Proprietorship                       Partnership                       Corporation  
 Governmental Agency                       \*Non- Profit Agency                       Other \_\_\_\_\_

3. Tax Identification Number: \_\_\_\_\_  
 Attach completed W-9 form unless tax exempt. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

DUNS Number, if applicable: \_\_\_\_\_

4. Have you done business with AACOG in the past?  
 Yes                       No
5. Is your business currently certified with the Stat of Texas Centralized Master Bidder's List? <https://comptroller.texas.gov/purchasing/vendor/cmb/>  
 Yes                       No  
 \*\*Please return confirmation of your CMBL certification with this vendor application\*\*
6. Is your business currently certified as a HUB with the State of Texas? <https://comptroller.texas.gov/purchasing/vendor/hub/>  
 Yes                       No                       N/A
7. Is your business currently certified as a HUB outside the State of Texas?  
 Yes                       No                      If yes, what is the name of the State? \_\_\_\_\_
8. If YES to either question 6 or 7, enter Historically Underutilized Business (HUB), ethnicity, and gender status, if applicable:  
 Asian Pacific American (AS)                       Hispanic Americans (HI)                       American Woman (WO)  
 Black American (BL)                       Native American (AI)                      Male (M)/ Female (F): \_\_\_\_
9. If applicable, please note if your Texas- based Small, Minority, and/or Women- Owned Business Enterprise (SMWBE) is certified with any of the organizations listed below:  
 City of Austin     City of Houston     Dallas/ Fort Worth Minority Supplier Development Council  
 El Paso Hispanic Chamber of Commerce     South Central Texas Regional Certification agency (SCTRCA)  
 Southwest Minority Supplier Development Council     Texas Department of Transportation (TXDOT)  
 Women's Business Council- Southwest     Women's Business Enterprise Alliance  
 \*\*Please return confirmation of this certification with this vendor application\*\*  
 \*If you hold certification with any of the entities noted above, you may qualify to automatically receive HUB Certification with the State of Texas. Please contact TPASS's Statewide HUB Program at (888)863-5881 for further information.
10. Is your principal place of business in the State of Texas?  
 Yes                       No
11. Is your organization delinquent on State of Texas Franchise taxes?  
 Yes                       No
12. Are you or anyone in your organization related to an AACOG employee or a member of AACOG's governing board?  
 Yes                       No  
 If YES, list AACOG employee or Board member's name and relationship:  
      
 Name:    Relationship:
13. Are you or anyone in your organization a former Workforce Solutions- Alamo employee and/ or board member?  
 Yes                       No

**Service and Bidder Information**

Note: AACOG/AAA understands that the cost for some of the services will vary depending on the needs of the client and/or on a case-by-case basis.

**Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide ANY service(s). ANY deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.**

**Legal Name of Agency:** \_\_\_\_\_

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately:	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately:	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

**Service and Bidder Information (cont'd)**

**Legal Name of Agency:** \_\_\_\_\_

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately:	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately:	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

**Service and Bidder Information Sample**

Note: AACOG/AAA understands that the cost for some of the services will vary depending on the need of the client and/or on a case-by-case basis.

**Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide ANY service(s). ANY deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.**

**Legal Name of Agency: ABC Contractor, Inc.**

<b>Proposed Service:</b>	Personal Assistance Service
Minimum required number of units per day, if any:	3
Service area you are able to cover (Please be specific in describing your service area):	Bexar County
Do you have a state contract for a similar service, if so what is the rate:	Yes. Priority \$13.32, Non-Priority \$13.10
Unit Proposed Rate/Cost:	\$15.00
Justification of the difference between the proposed rate and the state rate:	Increased wages and personnel shortages
List actual private rate and any discounted rate given to agency separately:	\$20.00 Per hour AACOG Discounted Rate is 25% off at \$15.00 per hour. (III E in-kind match of \$5.00 per hour)
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	Yes

<b>Proposed Service:</b>	Health Maintenance
Minimum required number of units per day, if any:	3
Service area you are able to cover (Please be specific in describing your service area):	Bexar County
Do you have a state contract for a similar service, if so what is the rate:	No
Unit Proposed Rate/Cost:	\$15.00
Justification of the difference between the proposed rate and the state rate:	n/a
List actual private rate and any discounted rate given to agency separately:	\$20.00 Per hour AACOG Discounted Rate is 25% off at \$15.00 per hour. (III E in-kind match of \$5,00 per hour)
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	Yes

**Alamo Area Council of Governments  
Accounts Payable Direct Deposit (ACH) Request**

Supplier/ Vendor Name:

Address, City, State, & Zip:

Day- Time Contact Phone:

E-Mail Address:

Financial Institution:

Bank Account Number:

Routing Number:

**Must provide all numbers required for ACH deposit**

**PLEASE NOTE THE FOLLOWING**

- The first payment after requesting direct deposit **will not** be deposited into your account. To ensure accuracy of the first deposit a pre-note will be implemented and an actual check will be mailed to you.
- Once a successful pre-note has been established all future payments will be directly deposited into your account.
- Only one bank account may be used per Supplier/ Vendor
- Please contact Accounting Department at (210) 362-5200 with any questions.  
I hereby authorize Alamo Area of Governments to initiate credit entries and, if necessary, debit entries, and adjustments for any credit entries in error to our account as shown above with the listed financial institution, and credit and/ or debit the same to the accounted indicated above. I certify that the depository information listed above is accurate.

Signature:

Date:

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes:  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  <input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                  Exempt payee code (if any) _____                  Exemption from FATCA reporting code (if any) _____  <i>(Apply to accounts maintained outside the U.S.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.)</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/efile](http://www.irs.gov/efile).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **DBE/ Minority/ Small Business, Certification Disclosures**

**Alamo Area Council of Governments (AACOG)** is committed to the healthy and responsible growth of our Disadvantaged, Small & Minority Business Enterprises in and around the Alamo City. These service providers are a major driving force for the Alamo, South and Central Texas Region economy. We are unified in our requirement to identifying, and in utilizing these Agency approved organizations.

For more information regarding DBE certification, please visit DBE link provided:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

We also would like to provide information regarding a partner Agency within the Alamo Area that can certify your organization in and around the South Central Texas Region (SCTRCA). Please visit their SCTRCA link provided regarding certification:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

**For AACOG's certification disclosure within our federal guidelines, please identify any of the applicable certifications your organization falls under, and provide us with a copy of your Agency certificate:**

### **African American Business Enterprise (AABE) Certification- Complete Certification Application**

A business structure owned, operated, managed, and controlled by an African American minority group member(s) who has at least 51% ownership.

### **Asian American Business Enterprise (ABE) Certification- Complete Certification Application**

A business structure owned, operated, managed, and controlled by an Asian American minority group member(s) who has at least 51% ownership.

### **Disabled Individual Business Enterprise (DIBE) Certification- Complete Certification Application**

A business structure that is at least 51% owned, operated and controlled by a disabled individual Disabled individual means a person (a) with one or more disabilities as defined by the Americans with Disabilities Act (ADA) and amendments thereto (for purposes of applicability under the certification statutes, ordinances, rules and regulations governing the State of Texas).

### **Emerging Small Business Enterprise (ESBE) Certification- Complete Certification Application**

An SBE eligible business structure for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, whose annual revenues and numbers of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration.

**Hispanic Business Enterprise (HABE) Certification- Complete Certification Application**

A business structure owned, operated, managed and controlled by a Hispanic American minority group member(s) who has at least 51%.

**Minority Business Enterprise (MBE) Certification- Complete Certification Application**

A business structure that is owned, operated, managed and controlled by an ethnic minority group member(s) who has at least 51%.

**Native American Business Enterprise (NABE) Certification- Complete Certification Application**

A business structure owned, operated, managed and controlled by a Native American minority group member(s) who has at least 51 percent ownership. The Native American group member(s) must have operational and managerial control, interest in capital, expertise and earning commensurate with the percentage of ownership and legally residing in or are citizens of the United States or its territories; or (2) A business structure owned, operated and controlled by a Native American minority group member(s) who has at least 51% ownership and satisfies the Native American member status.

**Small Business Enterprise (SBE) Certification- Complete Certification Application**

A business structure that is formed with the purpose of making a profit, which is independently owned and operated and which meets the United States Small Business Administration (SBA) size standard for a small business (See <http://sba.gov/size> click “table”).

**Veteran-Owned Business Enterprise (VBE) Certification- Complete Certification Application**

A business structure owned, operated, managed and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable.

*Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.*

**Woman-Owned Business Enterprise (WBE) Certification- Complete Certification Application**

A business structure that is owned, operated and controlled by one or more women who have a total of at least 51% or more ownership.

Sincerely,

*Debbie Ugarte*

**Debbie Ugarte  
Alamo Area Council of Governments Contracts &  
Procurement Manager**

## APPENDIX A – GENERAL SCOPE OF WORK

### Alamo and Bexar Area Agencies on Aging- Aging (Alamo and Bexar AAA) Services

#### 1. Purpose

The Alamo and Bexar Area Agencies on Aging (Alamo and Bexar AAA) Services provides services to persons 60 years of age or older, their family members, and their caregivers, which enables them to receive the information and assistance they need in locating and accessing community services. The purpose of this RFA is to identify eligible contractors through qualifications to provide the following services:

1. Caregiver Counseling
2. Caregiver Information Services (Bexar AAA only)
3. Caregiver Support Groups
4. Caregiver Training
5. Chore Maintenance
6. Congregate Meals
7. Emergency Response
8. Evidence-Based Intervention (EBI)
9. Health Maintenance
10. Home Delivered Meals
11. Instruction and Training
12. Legal Assistance – 60 years and older
13. Mental Health
14. Personal Assistance
15. Physical Fitness
16. Residential Repair
17. Respite In Home
18. Respite Out of Home
19. Social Reassurance
20. Transportation

## **2.0 Alamo and Bexar AAA Administrative Requirements**

Contractor must comply with Texas Administrative Code (TAC), Title 26, Chapter 213, Subchapter A through D to ensure that it maintains an organized and efficient system of administration that demonstrates accountability and compliance with state and federal law and with all terms and conditions of this Contract.

### **2.1 Data System**

Contractor shall:

- 2.1.1** Adequately track, maintain, and protect client referral and services information.
- 2.1.2** Have adequate electronic back-up systems, schedules, and procedures, as well as virus protection software that is continually updated to prevent the loss or corruption of system data.
- 2.1.3** Contractor must be available for audits by AAA upon request.

### **2.2 Budget**

Contractor must have accounting and internal control systems to ensure proper management of federal and state funds, maximize non-federal resources, and maintain solvency. Contractor's accounting and internal control systems must meet the following requirements:

- 2.2.1** The systems must be appropriate to the size of the organization.
- 2.2.2** The accounting system must consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports.
- 2.2.3** The accounting system must be capable of producing expenditure reports, cost center analyses, budget formats, and automated reports as required by, and without additional support from, the Alamo and Bexar AAA.
- 2.2.4** The accounting and internal control system must safeguard Contractor's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures.

## **3. Provision of Services**

### **3.1 Alamo and Bexar AAA Services**

- 3.1.1** Contractor must provide all AAA services and activities necessary to comply with the most current approved Area Plan and with applicable federal and state laws, rules, and regulations and the current Office of Area Agencies on Aging (OAAA) service definitions, and HHS policy.

### **3.2 Training and Certification**

- 3.2.1** Contractor must secure appropriate specialized training and certification for all staff delegated duties that require the specialized training or certification. All training and certifications must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request.
- 3.2.2** Contractor must ensure that staff meets the necessary qualifications to conduct specific Alamo and Bexar AAA functions and to provide ongoing training, which will develop and enhance staff capacity.
- 3.2.3** Contractor must maintain adequate personnel documentation in accordance with standard human resources best practices. All employee and volunteer training and certifications must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request.

#### **4. Cultural Competence**

- 4.1.1** Contractor must develop and maintain current policies and procedures that are designed to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner.
- 4.1.2** Contractor must provide cultural competency training to all staff and volunteers to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner. All employee and volunteer training must be documented, and the documentation must be maintained on file and available for audits by AAA upon request.
- 4.1.3** Contractor must provide all services in a culturally-, linguistically-, and developmentally appropriate manner for persons, family, and caregivers.

#### **5. Additional Trainings**

- 5.1** Contractor's staff must participate in additional trainings as deemed necessary by content. May be related to new projects, initiatives, performance measures, or additional quality improvement activities.

#### **6. Funding Obligations**

- 6.1** Contractor acknowledges that Alamo and Bexar AAA's obligation for payment, in consideration of full and satisfactory performance of activities described in this Contract, is limited to monies received from by the Department from the Administration for Community Living, from HHSC, or from any other funding sources.
- 6.2** HHSC and Alamo and Bexar AAA will not be liable to Contractor for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms and conditions of this Contract, including the terms governing Contractor's promised performance and unit rates or reimbursement capitations specified.
- 6.3** HHSC and Alamo and Bexar AAA will not be liable to Contractor for any expenditures, which are not allowable costs under 2 CFR Part 200 and 45 CFR Part 75 or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHSC.
- 6.4** HHSC and Alamo and Bexar AAA will not be liable to Contractor for expenditures made in violation of regulations promulgated under the OAA or in violation of HHSC's rules, federal and state laws, or this Contract.
- 6.5** Contractor agrees that de-obligation of awards may occur based on year-to-date expenses at the following points:
  - 6.5.1** At six months, 50% of the projected expenses identified in the Budget Expenditure timeline must have been incurred and reported to Alamo and Bexar AAA; and
  - 6.5.2** At nine months, 75% of the projected expenses identified in the Budget Expenditures timeline must have been incurred and reported to Alamo and Bexar AAA.
- 6.6** If the required amount of expenses has not been incurred at any of the points identified above, the amount of unexpended funds may be de-obligated and made available to Alamo and Bexar AAA contractors that have met their expenditure projections.

#### **7. Compensation**

- 7.1** Alamo and Bexar AAA agree to make payment to Contractor in the amounts and under the provisions set forth in Contractor's budget and pursuant to the terms and conditions of this contract. Contractor agrees to accept such payments as full compensation for services performed under this Contract. All payments will be based on the performance information reported in the approved budget, reimbursement requests, and quarterly fiscal and

programmatic reports.

- 7.2 For all services provided to program participants, AAA will pay Contractor on a reimbursement basis for services rendered whether services are provided directly by Contractor or through a subcontractor or vendor. Contractor may subcontract or purchase services under an “at risk” unit rate or reimbursement methodology, in accordance with HHSC rules and program instructions. Reimbursement for services provided by Contractor, whether directly or through a subcontractor, must not exceed either the approved budget nor the available OAA and State funds that HHSC awarded.
- 7.3 The contract may be renewed in one (1) year increments up to four (4) times contingent upon contractor performance, continued funding and Alamo and Bexar AAA approval.

## **8. Payment Methodology**

- 8.1 Under the terms of this Contract, Alamo and Bexar AAA has no duty to remit funds for services provided on a reimbursement basis, as shown above in Section 7 (Compensation), until Contractor has provided the services (or secured delivery thereof) and reported that service-delivery in a request for reimbursement. In the absence of a written agreement to the contrary, Alamo and Bexar AAA will remit funds to Contractor subject to the appropriate administrative procedures and contingent upon receipt of funds by the Department from the Administration for Community Living, from the HHSC, or from any other funding sources.
- 8.2 Contractor must report eligible units of service and actual allowable expenses to Alamo and Bexar AAA in the frequency and manner prescribed by Alamo and Bexar AAA, using the forms provided by Alamo and Bexar AAA’s.
- 8.3 Final payment shall be based on the information contained in the reimbursement system 60 business days following termination of the Contract. This payment provision will apply to final payment whether at completion of the contractual term or in the event of early contract termination.

## **9. Match Requirements**

- 9.1 Contractor must provide a minimum match for administrative activities, as required by the OAA, and must assure the total match for services is enough to meet the requirements of the OAA and HHSC rules.
- 9.2 Match must be in accordance with TAC Title 26, Section 213 Subchapter A through D.
- 9.3 All match contributions must be expended for goods and services necessary for and specifically identifiable in the approved Area Plan; Planning Budget; Working Budget, and the Quarterly Performance Reports (QPRs).
- 9.4 Match must conform to the regulations in 45 CFR Part 75 and the HHSC rules regarding match requirements.

## **10. Program Income**

- 10.1 Contractor must earn and expend program income in accordance with UGMS Subpart C\_ .25, 45 CFR Part 75, 45 CFR §1321.73, TAC Title 26, Chapter 213, Subchapter A through D and all applicable HHSC rules. Contractor must use all program income and participant contributions collected under the approved Area Plan to promote eligible program outcomes. All program income and participant contributions collected and expended must be documented and managed according to HHSC rules.

**10.2** Contractor must account for, and deposit program income received as contributions in accordance with the written policies and procedures established by Contractor in accordance with HHSC rules.

**10.3** Contractor must handle program income collected by in accordance with the HHSC rules.

**10.4** Program income collected must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

## **11. Contribution Policy**

**11.1** Contractor must provide a voluntary opportunity for each eligible program participant to contribute to the cost of services while protecting the person's privacy. Contractor must safeguard and account for such contributions and use such contributions to expand or enhance program outcomes.

## **12. Invoicing**

**12.1** Within the timeframes and standards established in the Contract and Alamo and Bexar AAA policy,

**12.2** Contractor must submit invoices to Alamo and Bexar AAA in accordance with the templates provided by Alamo and Bexar AAA. If Contractor has no billable activity during a particular month, Contractor must submit an email to the invoice mailbox notifying Alamo and Bexar AAA that no invoice will be submitted for that month.

**12.3** At the completion of the contractual term, Contractor shall submit its final request(s) for payment in accordance with the instructions provided to Contractor within the timeframe established by Alamo and Bexar AAA.

**12.4** Alamo and Bexar AAA shall not be liable for any costs incurred by Contractor in the performance of this RFA, which have not been billed to the agency within thirty (30) days following termination of this RFA.

**12.5** The contractor shall submit invoices to Alamo and Bexar AAA for payment for each completed unit on a monthly basis. Contractor understands and agrees that it will be paid solely through Alamo and Bexar AAA 's funding sources and payment is contingent upon Alamo and Bexar AAA 's reimbursement from its funding sources. Contractor hereby agrees and acknowledges that Contractor shall not have any claim against Alamo and Bexar AAA in the event Alamo and Bexar AAA loses funding from its sources and is unable to pay Contractor for work performed.

## **13. Home Delivered Meals**

**13.1** Contractor's "Common Providers" who contract with Alamo and Bexar AAA to provide meals paid for with Older Americans Act Title III-C2 funds, and who also contract with HHSC to provide meals funded by Title XX, as authorized under the 2020-21 General Appropriations Act, H.B. 1, 86th Legislature, Regular Session, 2019 (Article II, HHSC, Rider 99) must use the rates set by the Texas Legislature at the time that the meals were delivered.

## **14. Alamo and Bexar AAA Fiscal Year Reconciliation**

**14.1** Contractor must complete and submit a FINAL INVOICE and requested documentation in accordance with the instructions and on the date established by Alamo and Bexar AAA. Contractor must complete and submit all requests for reimbursements to Alamo and Bexar AAA.

## **15. Audits**

**15.1** Alamo and Bexar AAA must conduct monitoring of the programmatic and fiscal activities performed by contracted providers on a regular and systematic basis to ensure compliance with established policies, state and federal rules, and contractual requirements. All monitoring activities must be documented and maintained on file available for HHSC audits upon request. Alamo and Bexar AAA may require Contractor to produce a corrective action plan, provide training, or take other actions based on the identified risk(s). Ongoing non-compliance by Contractor, or Alamo and Bexar AAA's identification of unallowable or disallowable activities or actions or processes, will result in sanctions or penalties or both in accordance with TAC Title 26, Chapter 213, Subchapter A through D.

## **16. Performance Measures**

**16.1** Contractor must meet the performance measures projections, including any amendments approved by Alamo and Bexar AAA. Approval of Contractor's performance measures will be in accordance with the requirements defined in the Establishing Performance Measures Projections Manual developed by Alamo and Bexar AAA.

## **17. Disaster and Emergency Management**

**17.1** In the event of a disaster, whether man-made, natural, or of a civil defense nature, Contractor may provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for temporary shelter, nutrition services, food preparation, transportation, and volunteers.

**17.2** Contractor's coordination of disaster and emergency efforts and continuity of services to program participants must be aligned with their disaster plan. Contractor must include plans for continuity of services to program participants and coordination with the Alamo and Bexar AAA per Texas Government Code, Section 418.1015.

## **18. Reporting Requirements**

**18.1** Contractor shall submit all reports in accordance with the instructions, report due dates, and templates established by Alamo and Bexar AAA.

**18.2** The fiscal records that Contractor maintains in support of its reimbursement claims must conform to the procedures established by Alamo and Bexar AAA. Contractor must continue to submit all fiscal and programmatic reports throughout the entire contractual term, even if no additional services may be reimbursable under this Contract.

## **19. Staffing Requirements**

### **19.1 Criminal Background Check Requirement**

**19.1.1** Contractor must have a written policy and procedures in place to ensure criminal background checks are performed on all potential staff and volunteers. The policy must cover the kinds of conduct that will disqualify a person from volunteering or being employed to provide services, and the procedures must include the steps Contractor will take to conduct the background check.

### **19.2 Training and Staff Development**

**19.2.1** Contractor must provide staff and volunteers the in-service training needed to perform under the terms and conditions of this Contract. All training must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request. HIPPA training is available from state and link available upon request.

- 19.2.2** Contractors must secure appropriate specialized training and certification for all staff delegated duties that require specialized training or certification. All training and certifications must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request.
- 19.2.3** Contractor must ensure that staff meets the necessary qualifications to conduct specific Alamo and Bexar AAA functions and to provide ongoing training, which will develop and enhance staff capacity.
- 19.2.4** Contractor must maintain adequate personnel documentation in accordance with standard human resources best practices. All employee and volunteer training and certifications must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request.

### **19.3 Cultural Competence**

- 19.3.1** Contractor should develop and maintain current policies and procedures that are designed to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner.
- 19.3.2** Contractor should provide cultural competency training to all staff and volunteers to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner. All employee and volunteer training must be documented, and the documentation must be maintained on file and available for audits by Alamo and Bexar AAA upon request.
- 19.3.3** Contractor should provide all services in a culturally-, linguistically-, and developmentally appropriate manner for persons, family, and caregivers.

### **19.4 Additional Trainings**

- 19.4.1** Contractor's staff must participate in additional trainings as deemed necessary by Content, maybe related to new projects, initiatives, performance measures, or additional quality improvement activities.

## **20. Contractor Expenditures**

- 20.1** HHSC and Alamo and Bexar AAA will not be liable to Contractor for expenditures made in violation of regulations promulgated under the OAA or in violation of HHSC's rules, federal and state laws, or this Contract.
- 20.2** At six months, 50% of the projected expenses identified in the Budget Expenditure timeline must have been incurred and reported on the Quarterly Performance Report; and
- 20.3** At nine months, 75% of the projected expenses identified in the Budget Expenditures timeline must have been incurred and reported on the Quarterly Performance Report.
- 20.4** If the required amount of expenses has not been incurred at any of the points identified above, the amount of unexpended funds may be de-obligated and made available to Alamo and Bexar AAA's that have met their expenditure projections.
- 20.5** Contractor must submit a Request for Reimbursement (Rfr), via email.

- 20.6** Contractor must submit invoices to Alamo and Bexar AAA in accordance with the templates provided by Alamo and Bexar AAA. If Contractor has no billable activity during a particular month, Contractor must submit an email to the invoice mailbox notifying Alamo and Bexar AAA that no invoice will be submitted for that month.
- 20.7** At the completion of the contractual term, Contractor shall submit its final request(s) for payment in accordance with the instructions provided to Contractor within the timeframe established by Alamo and Bexar AAA.
- 20.8** Alamo and Bexar AAA shall not be liable for any costs incurred by Contractor in the performance of this RFA, which have not been billed to the agency within thirty (30) days following termination of this RFA.
- 20.9** Contractor shall submit invoices to Alamo and Bexar AAA for payment for each completed unit on a monthly basis. Contractor understands and agrees that it will be paid solely through Alamo and Bexar AAA's funding sources and payment is contingent upon Alamo and Bexar AAA's reimbursement from its funding sources. Contractor hereby agrees and acknowledges that Contractor shall not have any claim against Alamo and Bexar AAA's in the event Alamo and Bexar AAA loses funding from its sources and is unable to pay Contractor for work performed.

## APPENDIX B: AGING CONTRACTOR APPLICATION CHECKLIST & SERVICE DEFINITIONS

### ALAMO AND BEXAR AREA AGENCIES ON AGING CHECKLIST FOR CONTRACTOR APPLICATION

\_\_\_\_\_ Complete AACOG's Request to be added to Bidder/Contractor List

- Insert name
- Complete company information
- Select Aging Contractor and then check off the service(s) for which you are applying (complete Attachment B for each service)
- Answer questions 1 through 13
- Complete ACH Request Form
- Complete Conflict of Interest Questionnaire
- Attach completed W-9 Form
- Attach copy of Texas Sales and Use Tax Exemption Certification (if applicable)
- Attach copy of DBE/Minority/Small Business, Certifications (if applicable)
- Attach copy of Bond Information (only if applying for Residential Repair Service)
- Attach copy of Insurance (General Liability; Automobile Liability; and Worker's Compensation)
- Attach a copy of 990 Tax form (only if applying for Nutrition Services)

\_\_\_\_\_ Read and complete the Alamo and Bexar AAA Supportive, Nutrition, and Care Giver Services Form

\_\_\_\_\_ Read and submit the Application Narrative

\_\_\_\_\_ Read and complete the Direct Purchase of Service Information Form

\_\_\_\_\_ Appendix A: Signed Certification Regarding Debarment

1. Read document carefully before signing
2. **Question 4, answer Yes or No**
3. On the certification, check #1 (certifying that you are not debarred), or #2 (you are unable to certify to one or more terms of this certification). If you check #2 you must provide the required statement.
4. **Enter Contractor name, print name, sign, and date**

\_\_\_\_\_ Appendix B: Service and Bidding Information (see sample attached)  
Complete a description for each service you wish to provide.

\_\_\_\_\_ Appendix C: Data Use Agreement (DUA)

1. Read the sample Subcontractor Agreement Form—this will require your signature during the contracting process.

# Alamo and Bexar AAA Supportive, Nutrition, and Caregiver Services Form

## I. Introduction

### The Alamo Area Council of Governments

The Alamo Area Council of Governments (AACOG) is a voluntary association of local governments that works to enhance the quality of life of residents in the Alamo Area through assisting local governments with planning and coordination of activities and providing health and human services to residents in the region.

The Alamo Region is defined as the 12 rural counties surrounding Bexar County, including: Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson.

The Bexar Region is defined as the urban and rural portions of Bexar County.

The Alamo and Bexar Area Agencies on Aging (AAA) are soliciting applications from businesses that have experience in providing direct consumer services and participant assessments.

## II. Application Narrative

The Alamo and Bexar AAA are looking for service providers which meet the following criteria:

### A. Organizational Capacity

1. The Contractor must document a minimum of three (3) years of experience in providing similar services or have a contract with the State of Texas.
2. Provide proof of adequate insurance coverages identified in Section 3.4.2
3. Attach a copy of written policies and procedures regarding the following:
  - a. Ethics/professional conduct
  - b. Grievance Procedure
  - c. Compliance with discrimination laws
  - d. Record retention
  - e. Program income
  - f. In-kind calculations of spending to specified proportions of required matching funds
  - g. Equal employment opportunity
4. Identify departmental staff with the ability to complete contract billing of services by the close of business on the 5<sup>th</sup> day of each month?
5. Detail any unresolved matters involving the Internal Revenue Service (IRS); bankruptcy court or any other type of litigation.
6. Describe any change in senior level management within the past 12 months?
7. List significant organizational changes; new management or software systems implemented in the areas of personnel, financial, information technology, etc., within the past 12 months?
8. Affirm that your financial management system:
  - a. Provides for the control and accountability of grant funds, property and other assets?
  - b. Separately tracks revenue and expenditures for individual grant funds.
9. Disclose your organization's fiscal year?

## B. Qualifications of Staff

1. Does your organization annually perform a criminal background check for staff and volunteers?
2. Are staff routinely trained to provide quality customer service?
3. Are designated staff members trained and available to provide customer grievance resolution in an effective and timely manner?

## C. Demonstrated Performance

1. Describe relevant corporate experience and key staff who actively engaged in past contracts.
2. Provide at least three contract references related to the services identified in the RFA.
  - a. Do not include corporate experience unless key personnel assigned to this project actively participated.
  - b. Do not include experience prior to 2020.
  - c. Supply the project title, year(s) of service, and point of contact, title, address, and phone number of principal business for whom prior projects were accomplished
  - d. Summarize the scope of work for each reference and detail the complexity of the work performed
  - e. Identify any potential subcontractors that will be employed under this contract

## D. Financial Stability

1. Does your agency maintain:
  - a. At least three (3) months' operating revenue;
  - b. Insurance that protects the health and safety of clients and employees;
  - c. Fidelity bonding coverage for key employees.
2. Confirm the agency's ability to provide 10% or 25% match for contracted services

## E. Cost Effectiveness

1. Identify when, and if, your agency will offer a discounted rate for clients serviced under the Alamo and Bexar AAA contract.
2. Disclose the fixed rate associated with each proposed service to be provided under the Alamo and Bexar AAA contract.

## III. Service Definitions as of Federal Fiscal Year 2025

Potential clients who request services are screened and assessed to identify needs and to determine eligibility. All services require a Service Authorization, prior to initiating services. The Service Authorization specifies the amount, frequency, and duration of each service. Contractors must adhere to the terms of the Service Authorization. Services are authorized on a short-term basis

### 1. Caregiver Counseling

- A. A service designed to support caregivers to improve their emotional well-being and assist them in their decision-making and problem solving.
- B. Counselors must have appropriate education and experience in counseling and be licensed to practice in Texas.
- C. This service includes individual counseling or group sessions.
- D. Counseling is a separate function apart from support group activities or training.
- E. Unit of service: Hour(s)

## 2. Caregiver Information Services (Bexar AAA only)

- A. A service that provides for the dissemination of accurate, timely and relevant caregiver related information through public group activities such as handing out publications, conducting group presentations, seminars, health fairs and mass media.
- B. Developing a resource library and other informational resources for use in the dissemination of caregiver information is a component of this service.
- C. Unit of service: One activity directed to a group of current or potential caregivers

## 3. Caregiver Support Groups

- A. A service to facilitate caregivers to discuss their common experiences and concerns and develop a mutual support system. Support groups are typically held on a regularly scheduled basis and may be conducted in person, over the phone, or online.
- B. Support groups are led by a trained person, moderator or professional licensed to practice in Texas, such as a social worker, counselor, or therapist.
- C. This service does not include “caregiver education groups,” “peer-to-peer support groups,” or other groups primarily aimed at teaching skills or meeting on an informal basis without a facilitator who possesses training or the required credentials.
- D. Unit of service: Session

## 4. Caregiver Training

- A. A service that provides family caregivers with instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities. Skills may include activities related to health, nutrition, and financial management, providing personal care, and communicating with health care providers and other family members. Training may include the use of evidence-based programs, conducted in- person or online, and be provided in individual or group settings.
- B. Unit of service: Hour(s)

## 5. Chore Maintenance

- A. A service to perform heavy household tasks which an older person is not able to perform on their own, such as heavy cleaning (e.g., scrubbing floors, washing walls, or washing windows inside and outside), moving heavy furniture or maintenance such as yard or sidewalk maintenance.
- B. Unit of service: Hour(s)

## 6. Congregate Meals

- A. A hot or other appropriate meal served to an older person who is eligible in a congregate setting. Such as community centers, schools, restaurants, faith-based locations, and other community gathering places — sometimes including virtual settings. Congregate Meals provide opportunities for social engagement, learning, and volunteering.
- B. Unit of service: One meal

## 7. Emergency Response

- A. Services for an older person who is homebound or frail to establish an automatic monitoring system which links to emergency medical services when the person's life or safety is in jeopardy. Emergency Response System (ERS) services include the installation of the individual monitoring unit, key lockbox, training associated with the use of the system, periodic checking to ensure that the unit is functioning properly, equipment maintenance calls, response to an emergency call by a medical professional, para-professional or volunteer, and follow up with the older person.
- B. Unit of service: One month of ERS service

## 8. Evidence-Based Intervention (EBI)

- A. Activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, vaccine-preventable disease, prevention of sexually transmitted diseases, as well as alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity and improved nutrition.
  - 1) Approved EBI offered in the Alamo Region are:
    - I. A Matter of Balance
    - II. BingoCize
    - III. Texercise Select
  - 2) Approved EBI offered in the Bexar Region are:
    - I. A Matter of Balance
    - II. BingoCize
    - III. Tai Chi for Arthritis and Falls Prevention
    - IV. Texercise Select
- B. Unit of service: One contact

## 9. Health Maintenance

Services that include one or more of the following activities:

- A. Medical treatment by health professional
- B. Health education and counseling services for persons or groups about lifestyles and daily activities. Activities may include, but are not limited to:
  - 1) Art and dance – movement therapy
  - 2) Programs in prevention or reduction of the effects of chronic disabling conditions
  - 3) Alcohol and substance abuse
  - 4) Smoking cessation
  - 5) Weight loss and control
  - 6) Stress management
- C. Home health services include, but are not limited to, nursing, physical therapy, speech or occupational therapy
- D. Provision of medications, nutritional supplements, glasses, dentures, hearing aids or other devices necessary to promote or maintain the health or safety of the older person
- E. Unit of service: One contact

## 10. Home Delivered Meals

- A. Hot, cold, frozen, dried, canned, fresh or supplemental food (with a satisfactory storage life) delivered to a person who is eligible in their place of residence.
- B. Unit of service: One meal

## 11. Instruction and Training

- A. Services that provide experience or knowledge to people or professionals working with older people to acquire skills in formal or informal individual or group settings.
- B. Unit of service: Each eligible person in a training session is counted as one contact

## 12. Legal Assistance – 60 years and older

- A. Advice or representation by an attorney, including assistance by a paralegal or law student under the supervision of an attorney, or assistance provided by a certified benefits counselor to an older person, or their caregiver with economic and social needs.
- B. Legal assistance activities include the following:
  - 1) Advice or Counseling: A recommendation made to an older person regarding a course of conduct, or how to proceed in a matter, given either on a brief or one- time basis, or on an ongoing basis. May be given by phone or in person.
  - 2) Document Preparation: Personal assistance given to an older person which helps with the preparation of necessary documents relating to public entitlements, health care, long-term care, individual rights, planning and protection options, and housing and consumer needs.
  - 3) Representation: Advocacy on behalf of an older person in protesting or complaining about a procedure, or seeking special considerations by appealing an administrative decision, or representation by an attorney of an older person or class of older people in either the state or federal court systems.
- C. Unit of service: Hour(s)

## 13. Mental Health

- A. Assessment by a mental health professional to determine a need for mental health service(s) (diagnosis or screening) or the provision of services to support and improve the emotional well-being of a person.
- B. Mental health services shall be provided for a person who has mental health, emotional or socialization needs. The person may require support services, treatment, and additional referrals to address these needs. Such support services may include education, prevention, screening, referral, and intervention.
- C. Unit of service: One contact

#### 14. Personal Assistance

- A. Services to assist an older person who has difficulty performing a minimum of two activities of daily living as identified in the assessment process, with tasks a person would typically perform if they were able. This includes assistance in all activities of daily living and health-related tasks.
- B. Service activities may include:
  - 1) Bathing
  - 2) Dressing
  - 3) Grooming
  - 4) Meal preparations
  - 5) Feeding
  - 6) Exercising
  - 7) Caring for routine hair and skin care
  - 8) Toileting
  - 9) Transferring/assisting with ambulation
  - 10) Reminding to take self-administered medication
- C. Prohibited activities include:
  - 1) Home repair
  - 2) Pet grooming
  - 3) Moving heavy objects such as furnishings
  - 4) Yard maintenance
  - 5) Services for other members of the household
  - 6) Driving of consumer's automobile
  - 7) Performing task not assigned
  - 8) Accepting gifts
  - 9) Bringing persons to the consumer's home that are not there in any service- related capacity
  - 10) Taking personal items from the consumer's home
  - 11) Assuming control of the financial or personal affairs of the consumer or of his or her estate
  - 12) Committing any act of abuse, neglect, or exploitation
  - 13) Tasks not assigned by supervisor, and
  - 14) Tasks not assigned by the Alamo or Bexar AAA.
- D. Unit of service: Hour(s)

#### 15. Physical Fitness

- A. Physical activities that sustain or improve physical and mental health. This may include exercise to increase endurance (e.g., cardiovascular and muscular), strength, flexibility, balance, or coordination and agility.
- B. Unit of service: Each eligible person in a physical fitness session is counted as one contact

## 16. Residential Repair

- A. Services consisting of repairs or modifications of a dwelling occupied by an older person are essential for the health and safety of the older person.
- B. Unit of service: One unduplicated dwelling unit occupied by an older person. A unit of service includes all the services committed to repairing and modifying one unit in one program year, not to exceed a total of \$5,000.

## 17. Respite

- A. Respite In Home: Temporary services for an eligible dependent care recipient for the relief of a caregiver provided in the eligible caregiver's home or the home of the care recipient on a short term, temporary basis while the primary caregiver is unavailable or needs relief. In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care, and social and recreational activities.
- B. Personal care activities may include:
  - 1) Bathing
  - 2) Dressing
  - 3) Grooming
  - 4) Meal preparation
  - 5) Feeding
  - 6) Routine hair and skin care
  - 7) Toileting
  - 8) Transferring/assisting with ambulation
  - 9) Reminding to take self-administered medication
- C. Housekeeping activities may include:
  - 1) Minor/light housecleaning
  - 2) Laundering
  - 3) Washing dishes and utensils
  - 4) Bagging garbage and putting it outside
  - 5) Making beds and changing linen
  - 6) Shopping for essential household items consistent with their budget
  - 7) Assisting consumer in organizing household routines
  - 8) Performing necessary reading and writing tasks, if requested
- D. Meal preparation activities may include:
  - 1) Assisting in planning menus that are appropriate for older adult's needs
  - 2) Preparing and serving meals
  - 3) Utilizing sanitary/practices for handling and preparing food
- E. Social and recreational activities may include:
  - 1) Watching
  - 2) Reading
  - 3) Providing camaraderie

F. **Prohibited activities include:**

- 1) Home repair
- 2) Pet grooming
- 3) Yard maintenance
- 4) Moving heavy objects
- 5) Services for other members of the household
- 6) Drive consumer's automobile
- 7) Drive/transport client to healthcare appointments or to run errands
- 8) Accepting gifts
- 9) Bringing persons to consumer's home that are not there in any personal assistance service-related capacity
- 10) Taking personal items from the consumer's home
- 11) Assuming control of the financial or personal affairs of the consumer or his or her estate
- 12) Committing any act of abuse, neglect or exploitation
- 13) Tasks not assigned by supervisor
- 14) Tasks not assigned by the Alamo or Bexar AAA

G. Respite Out of Home: Temporary respite services provided in settings other than the caregiver or care recipient's home, including activity and health services facility, senior center, or other non-residential setting (or, in the case of older relatives raising children, day camps), that allows the caregiver time away to do other activities and where an overnight stay does not occur.

H. Unit of service: Hour(s)

18. **Social Reassurance**

- A. Providing regular contact and companionship for an older person by means of phone calls, texting, video chatting or instant messaging; and initiating necessary actions in the event the older person cannot be reached by phone calls, texting, video chatting or instant messaging.
- B. Unit of service: One contact

19. **Transportation**

- A. Services that provide or arrange for taking an older person from one location to another. Does not include any other activity.
- B. Transportation service:
  - 1) Demand or Response: Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty- eight hours prior to the trip.
- C. Unit of service: Each one-way trip from one location to another

## IV. Direct Purchase of Service Information Form

### I. Direct Purchase Application Requirements

- A. Purpose: The purpose of this application is to solicit Contractors to provide services on a Direct Purchase of Service (DPS) basis to qualified participants eligible to receive services under Title III of the Older Americans Act of 1965, as amended, and state general revenue funds.
- B. Eligibility to apply: Organizations eligible to apply are private non-profit, private for-profit and local city/county governmental entities that have the capacity to meet the requirements of service delivery under DPS procedures.
  - 1) For-Profit applicants: Private for-profit entities applying for funding do not require approval by the Texas Department of Health and Human Services Commission Access and Eligibility Services (HHSC AES) prior to beginning service delivery.
  - 2) Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.
- C. Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for purchase of services on a client-by-client basis in lieu of annualized or fixed-sum contracting. It is a procurement methodology that provides flexibility in purchasing services for participants in Title III Programs.
- D. Application Process: Interested parties may apply for consideration for participation in the Contractor pool by completing and submitting the attached forms. **All current Contractors must reapply.** Incomplete applications will be returned. The term of this application is for the period October 1, 2025 through September 30, 2026.
- E. Maintenance of Records: Contractors shall retain all financial records, supporting documents, statistical records, and all other records relating to their performance for a period of five (5) years. All records shall be kept in the Contractor's possession and maintained indefinitely if audit findings, other disputes, or litigation have not been resolved. The Contractor shall give AACOG/AAA, the comptroller of the United States, and the State of Texas, through any authorized representatives, access to and right to examine all records, books, papers, contracts, or other documents related to the purchase of services agreement. Such right of access shall continue as long as such records, or any of them, exist.
- F. Evaluation: AACOG/Alamo and Bexar AAA will periodically evaluate Contractor performance in accordance with requirements from the Texas Administrative Code.
- G. Confidentiality: Contractors shall have procedures to ensure no information about or obtained from an older person is disclosed in a form that identifies the person without the informed consent of the person or his/her legal representative.
- H. Code of Conduct: The Contractor will establish safeguards to prohibit employees from soliciting and/or accepting gratuities, favors, or anything of monetary value from participants.

- I. ACOG/Alamo and Bexar AAA will designate a limited number of home health and care services Contractors. Preference will be given to those with favorable rates and can contribute all or part of a 10%/25% match (see Program Match Requirements for Alamo and Bexar AAA Supportive, Nutrition, and Caregiver Services).

## II. **Criteria for Ongoing Evaluation of Contractors**

- A. Contractor will submit billings with appropriate documentation, as required by ACOG/Alamo and Bexar AAA, by the close of business on the 5<sup>th</sup> day of each month following the last day of the month on which services were provided.
- B. Contractor will ensure that consumers receive quality customer service.
- C. Contractor will ensure that they will respond to ACOG/Alamo and Bexar AAA staff phone calls or emails in a timely manner: preferably within a 24-hour period.
- D. Contractor will ensure that a designated contact person is accessible to resolve issues.
- E. For services that require three (3) bids, Contractor, if chosen for a bid, is required to submit their bid in a timely manner, but no later than 5 (five) business days.
- F. For Personal Assistance, and Caregiver Respite services, Contractor will ensure that the start date, name of provider and supervisor are confirmed with ACOG/Alamo and Bexar AAA staff. Contractor will also ensure they will substitute a provider when the regular provider is unable to work.
- G. ACOG/Alamo and Bexar AAA will give preference to Contractors who provide favorable rates and who can contribute all or part of a 10% or 25% match (see Program Match Requirements for Alamo and Bexar AAA Supportive, Nutrition, and Caregiver Services).
- H. Pursuant to Chapter 214 of the Texas Labor Code, a Contractor who provides a service as defined by Section 2155.001 of the Government Code agrees to properly classify, as an employee or independent contractor in accordance with Chapter 201, any individual the Contractor directly retains and compensates for services performed in connection with the contract. This rule applies to subcontractors in the same manner.
  - 1) If Contractor or subcontractor fails to properly classify workers, Contractor shall pay to the commission a penalty equal to \$200 for each individual that the Contractor/subcontractor has not properly classified.
  - 2) Upon request, contractor or subcontractor shall furnish ACOG/Alamo and Bexar AAA with written documentation necessary to provide satisfactory proof of compliance with Chapter 214 of the Texas Labor Code.

### III. Appeals Procedures

AACOG/Alamo and Bexar AAA uses the rules of the Appeal Procedures for Area Agency on Aging Contractors published at 26 TAC 213.7, as the appeals process for all disputes and appeals of all unsuccessful Contractors. AACOG/Alamo and Bexar AAA will furnish a copy upon request.

### IV. Certification / License for Personal Assistance Services Contractors Only

For Alamo and Bexar AAA's disclosure within our federal and state guidelines, please attach a copy of the Texas Health and Human Services Commission – Home and Community Support Services Agency License.

### V. Program Match Requirements for Alamo and Bexar AAA Supportive, Nutrition, and Caregiver Services

- a. In accordance with state regulations, supportive and nutrition services require a 10% non-federal match and caregiver services require a 25% non-federal match.
  - b. A Contractor may use its allocation of **Title III B/Title III C-1/Title III C-2** funds to pay no more than 90% of the costs of providing services. At least 10% of the costs must be provided by the contractor, for each service. Contractors may provide more than a 10% match (over match) if they desire. This non-federal share must be a cash match. If sufficient cash is not available to meet the minimum 10% match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.
  - c. A Contractor may use its allocation of **Title III E** funds to pay no more than 75% of the costs of providing services. At least 25% of the costs must be provided by the contractor, for each service. Contractors may provide more than a 25% match (over match) if they desire. This non-federal share must be a cash match. If sufficient cash is not available to meet the minimum 25% match requirement, a combination of cash and in-kind resources may be used to meet the match requirement. Preference is given to Contractors who can contribute all or part of the 25% match.
- D. Program match consists of two components: local cash and in-kind resource.

#### 1) Local Cash Match

- A. Funds the Contractor typically receives from local funding sources and not federal or state funds. Examples of cash match are funds received from the United Way, county and city government, churches, foundations, bequests, donations, and fundraisers. Local Cash match must be reported to the Area Agency on Aging.

#### 2) In-Kind Resource Match

- A. In-kind resources are commonly valuable space, vehicles, or volunteer hours donated. Contractors may use in-kind resources in lieu of cash if securing cash funds is not possible. The Contractor must provide documentation showing that the cash match cannot be secured, and in-kind resources must be used. The Contractor must provide documentation demonstrating how the in-kind resource value was determined.

- B. Examples of in-kind contributions include:
- 1) Discounted Rate (Example: if the Contractor typically charges \$15.00 per hour for private-pay homemaker services and bills the Agency only \$12.00 per hour, the \$3.00 per hour difference may count as match.
  - 2) Volunteer services
  - 3) Pro Bono Services – Attorney agrees to provide legal assistance at no cost
  - 4) Donated time of employees of other organizations
  - 5) Donated supplies and loaned equipment
  - 6) Donated space

## VI. Funding Sources for Alamo and Bexar AAA Supportive, Nutrition, Transportation and Caregiver Services

SERVICES	SUPPORTING REVENUE
Chore Maintenance, Emergency Response, Instruction and Training, Legal Assistance, Personal Assistance, Residential Repair, Social Reassurance, and Transportation	Title III B
Caregiving Counseling, Caregiver Information Services, Caregiver Support Groups, Caregiver Training, Chore Maintenance, Emergency Response, Home Delivered Meals, Legal Assistance, Residential Repair, Respite, Social Reassurance, and Transportation	Title III E
Congregate Meals and Home Delivered Meals	Title III C-1 and Title III C-2

The services listed above are provided under authority and funded under Title III B, Title III E, Title III C-1, and Title III C-2 of the Older Americans Act and State General Revenue, through the Texas Health and Human Services Commission.

## VII. Program Income

- A. Program Income is a donation from program participants to whom services were rendered. These funds are used to increase services in the program area where they are generated.
- B. Refer to the Older Americans Act, Texas Administrative Code, Texas Health and Human Services Commission, Texas Department of State Health Services, and Area Agency on Aging’s policies and procedures for additional information.

## VIII. Certification / License for Personal Assistance Service Contractors Only

For Alamo and Bexar AAA’s disclosure within the federal and state guidelines, please attach a copy of the Texas Health and Human Services Commission – Home and Community Support Services Agency License.

<b>Billing Contact Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Referral Contact Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	

**APPENDIX C**  
**SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER**

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with \_\_\_\_\_ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

BY: _____	BY: _____
NAME: <u>Clifford C. Herberg</u>	NAME: _____
TITLE: <u>Executive Director</u>	TITLE: _____
DATE: _____	DATE: _____