



**Area Agency on Aging of Tarrant County - United Way of Tarrant County  
Direct Purchase of Services Application FY 2019**

**Vendor Information**

Legal Name of Agency:	
dba:	
Mailing Address:	
Telephone Number (Area Code):	Fax Number (Area Code):
Authorizing Official:	Title:                      Email:
Billing Contact Person:	Title:                      Email:
Type of Agency:    Public                      Private Non-Profit                      Private for Profit	
Preferred method of receiving referrals:    Fax(____)_____ or E-mail _____	

**Certification / License:**

State or federal agencies that license and/or regulate your services:
<b>Please attach a copy of any applicable certifications and license.</b>

**Bonding:**

Is your agency bonded?                      Yes                      No
If yes, state the bonding agency:
<b>Please attach the documentation of the bond.</b>

**Insurance:**

Does your agency have liability insurance?    Yes                      No
<b>Please attach the documentation of the insurance policy.</b>

**Conflicts of Interest:**

Please indicate all family relationships the officers of your company may have to any Area Agency on Aging staff or Advisory Council member:



## **DIRECT PURCHASE OF SERVICE INFORMATION**

### **I. DIRECT PURCHASE APPLICATION REQUIREMENTS**

- a. Purpose: The purpose is to request applications for the provision of 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, which have the capacity to meet the requirements of service delivery under DPS procedures.
  - A. For Profit applicants: private for-profit entities applying for funding will not require approval by the Texas Department of Aging and Disability Services prior to beginning of service delivery.
  - B. Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded for participation in this program.
  - C. Vendor must provide proof of liability insurance in the amount of \$1,000,000.
  - D. Vendors must have a working fax machine available, with send and receive capabilities.
- c. Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for the purchase of services on client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in Title III Programs.
- d. Application Process: Interested parties may apply for consideration for participation in the vendor pool by submitting a completed and signed direct purchase application, vendor agreement and certification regarding debarment.
- e. Maintenance of Records: The Vendor shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance for a period of five (5) years. All records shall be kept in the Vendor's possession and maintained indefinitely if audit findings or other disputes or litigation have not been resolved. If required, components of the automated client tracking information system will be used to acquire and maintain programmatic and fiscal records. The vendor shall give the Area Agency on Aging of Tarrant County (AAA Tarrant County), the comptroller of the United States, and the State of Texas through any authorized representatives, the 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, are in existence.
- f. Evaluation: AAA Tarrant County will conduct periodic program evaluations of vendors in accordance with the letter of agreement.
- g. Confidentiality: Vendors shall have procedures to ensure that no information about an older person, 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 Vendor will establish safeguards to prohibit employees from soliciting and/or accepting gratuities, favors, or anything of monetary value from the participants.
- i. Fiscal Year 2019 a limited number of in-home and supportive service vendors will be designated. Preference will be given to those with favorable rates and who can contribute all or part of a 25 % match (see explanation III).

## 2. CRITERIA FOR EVALUATING VENDORS

- a. Billing is submitted in a timely and accurate manner, by the **7<sup>th</sup> business day of the month using billing forms approved by AAA.**
- b. Quality customer service is provided to clients and care specialist, and phone calls are returned in a timely manner. (24 hours)
- c. A contact person is designated and accessible to resolve issues.
- d. If service requires bids, such as residential repair, they must be submitted in a timely manner, no later than 10 (ten)-business days.
- e. For personal assistance, and respite services, confirms start date. Vendors must also have the ability to provide a substitute provider when the regular provider is unable to work.
- f. Preference will be given to vendors who provide favorable rates and who can contribute all or part of 25% match.

## 3. EXPLANATION OF TITLE III E FUNDS MATCH

The non-Federal Share Requirements specifies the minimum percentage of the total cost of an activity that must be met with funds other than Federal Grant fund. For example, the non-federal share requirement for the National Family Caregiver Support Program (NFCSP) is 25%. This means that federal funds may not pay for more than 75% of the total cost of the National Family Caregiver Support Program. The remaining 25% must come from non-federal sources.

**In Kind** contributions can be used to meet the non-federal share requirements. To be used as match, these contributions must meet the same requirements as cash match. The contributions must be verifiable and the records must show how the value of the in-kind contribution was determined. The Area Agency on Aging will provide sample forms for documentation match.

### **Examples of such in-kind contributions include:**

- Discounted Rate (Example-if the vendor typically charges \$15.00/hr for private pay homemaker services and the Agency pays only \$12.00/hr the \$3.00 per hour difference may count as match.)
- Volunteer services
- Pro Bono Services – Attorney agrees to provide legal assistance at no cost
- Donated time of employees of other organizations
- RN initial client assessment (Title 40 Part I Chapter 97)
- Donated supplies and loaned equipment
- Donated space

Preference is given to vendors who can contribute all or part of 25% match

Appeals Procedures: The rules of the DADS, published as Title 40 Part I Chapter 81. Appeal Procedures for service providers/vendors/applicants, etc. seq., will be used as the appeals process for all disputes and appeals of all unsuccessful vendors. A copy will be made upon request.

#### **4. EXPLANATION OF FOCAL POINT**

##### **Focal Point for Tarrant County**

Applicants should be aware that the Area Agency on Aging of Tarrant County has been designated the focal point for Tarrant County. Focal points serve as the advocate and focal point for older individuals within the community by monitoring, evaluating and commenting upon all policies, programs, hearings, levies, and community actions that will affect older individuals. In addition, these focal points, where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults and families.

The name, geographic area of responsibility, and phone number of the Tarrant County focal point appears below.

##### **Area Agency on Aging of Tarrant County**

Tarrant County  
817.258.8124



**Area Agency on Aging of Tarrant County**  
**UNITED WAY OF TARRANT COUNTY**

\_\_\_\_\_, hereinafter referred to as **Vendor**, and Area Agency on Aging of Tarrant County (**AAA-TC**) do hereby agree to provide services effective beginning **October 1, 2018**, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines.

The purpose of this system of Access and Assistance is to develop cooperative working relationships with other service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

I. **SCOPE OF SERVICES**

**A.** The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

**CAREGIVER RESPITE CARE IN-HOME:** Temporary relief for caregivers that includes an array of services provided to dependent older individuals who need supervision. Services are provided in the older individual's home environment 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/or social and recreational activities. If Title III-B funds are expended for this service the caregiver must be 60 or older.

**\*\*Note:** If service is funded with NFCSP/Title III-E dollars, the care recipient:

- Must be unable to perform a minimum of two activities of daily living identified through the functional assessment process , and/or
- Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to themselves or to another individual.

**Unit of Service:** One Hour.

**HEALTH MAINTENANCE:** Services that include one or more of the following activities:

- Medical treatment by a health professional

- Health education and counseling services for individuals or groups about lifestyles and daily activities. Activities may include, but are not limited to:
  - Art and dance – movement therapy
  - Programs in prevention or reduction of the effects of chronic disabling conditions
  - Alcohol and substance abuse
  - Smoking cessation
  - Weight loss and control
  - Stress management
- Home health services including, but not limited to, nursing, physical therapy, speech or occupational therapy
- Provision of medications, nutritional supplements, glasses, dentures, hearing aids or other devices necessary to promote or maintain the health and/or safety of the older individual. Note: this also includes the provision of medication management dosage alert systems and the purchase of software, technical support, and materials that connects eligible older individuals to free or reduced cost prescription medication services and meets the Title III-D Medication Management requirements.

**Unit of Service:** One Contact. Record one contact each time an older individual receives a health service as described above.

**Reimbursement Methodology by AAA:** Variable Rate.

**RESIDENTIAL REPAIR—** Services consist of repairs or modifications of dwellings occupied by older individuals that are essential for the health and safety of the occupant(s).

**Unit of Service:** One unduplicated dwelling unit occupied by older individuals and may include all the services committed to repairing/modifying one unit in one program year. Note: Caregivers may service more than one care recipient, resulting in more units of service than the number of unduplicated person.

**Reimbursement Methodology by AAA:** Variable Rate.

**TRANSPORTATION- DEMAND/RESPONSE—**Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response – transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.
- Fixed Route – transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules. The fixed-route does not vary and the provider strives to reach each transit stop at the scheduled time. The older individual does not reserve a ride as in a demand-response system; the individual simply goes to the designated location and at the designated time to gain access to the transit system.

**Unit of Service:** One (1), One-Way Trip.

**EVIDENCE-BASED INTERVENTION—** Providing an intervention to an older individual based upon the principles of Evidence-Based Prevention Programming.

**Unit of Service:** One Contact. Record one contact each time an older individual participates in an activity that is a component of an Evidence-Based Prevention Program.

**PARTICIPANT ASSESSMENT – ACCESS & ASSISTANCE**

Activities directly related to the initial assessment and required reassessment of program participants for supportive services provided directly by a AAA.

**Unit of Service:** One Contact. One complete assessment or one complete re-assessment is one

**Reimbursement Methodology by AAA:** Fixed Unit Rate

**MENTAL HEALTH SERVICES**

Analysis by a mental health professional to determine a need for mental health service(s) (diagnosis/screening) or the provision of services to support and improve the emotional well-being of an individual. Mental health services shall be provided to individuals who have mental illness, emotional or social disabilities, or who may require support and treatment. Such support may include education, prevention, screening, referral and/or intervention.

**Unit of Service:** One Contact.

**Reimbursement Methodology by AAA:** Variable

Each service you choose to provide must be specified individually on the “Service and Bidding Information” pages and Vendors may want to include additional pages for detailed information. The acceptable unit rates for health maintenance services are on a case-by-case basis, depending on the client’s individual care plan and as specified and agreed upon in the vendor agreement.

All Texas Administrative Code standards may be accessed at the Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us)

All Older American Act and other required rules and regulations are located at [http://www.aoa.gov/AoAroot/About/Authorizing\\_Statutes/index.aspx](http://www.aoa.gov/AoAroot/About/Authorizing_Statutes/index.aspx).

**Targeting:** AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

**B. Service and Bidder Information**

**Example:**

**Legal Name of Agency:** *Company XYZ (Example Only)*

<b><i>Proposed Service: Caregiver Respite</i></b>			
<b><i>Number of Units per month you anticipate you can provide: 400</i></b>			
<b><i>Number of clients per month you anticipate you can serve: 33</i></b>			
<b><i>Are you able to provide services throughout Tarrant County? Yes</i></b>			
<b><i>Reimbursement methodology: (Example)</i></b>			
<b><i>Service</i></b>	<b><i>Fixed Rate (include rate)</i></b>	<b><i>Variable Rate (identify range)</i></b>	<b><i>Cost Reimbursement</i></b>
<b><i>CG Respite</i></b>	<b><i>\$15/hr</i></b>		
<b><i>List any discount your agency will be giving: \$2.50/hr (regular rate \$17.50)</i></b>			
<b><i>Other pertinent information: We can accommodate Spanish speaking consumers. (This is only an example.)</i></b>			

**Legal Name of Agency:**

Proposed Service:			
Number of Units per month you anticipate you can provide:			
Number of clients per month you anticipate you can serve:			
Are you able to provide services throughout Tarrant County?			
Reimbursement methodology:			
Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
List any discount your agency will be giving:			
Other pertinent information:			

**(Use additional pages if necessary.)**





## 2. TERMS OF AGREEMENT

### A. The VENDOR agrees to:

1. Provide services in accordance with current or revised Texas Department on Aging and Disability Services policies and standards; and the Older Americans Act.
2. **Submit billings with appropriate documentation as required by the Area Agency on Aging of Tarrant County (AAA Tarrant County) by the close of business of the 7<sup>th</sup> business day of each month following the last day of the month in which services were provided.**
  - a. **If the 7<sup>th</sup> business day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.**
  - b. Area Agency on Aging of Tarrant County cannot guarantee payment of reimbursement request received more than **45 calendar days** of service delivery.
  - c. **No reimbursement for services provided will be made if the vendor payment invoices are not submitted to the AAA Tarrant County within 45 days of services delivery.**
3. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if they are not required to be forwarded to the AAA Tarrant County. Client contributions (program income) will be reported fully, as required, to the AAA Tarrant County. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AAA Tarrant County Director within 48 hours if, for any reason, the Vendor becomes unable to provide the services(s).
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting AAA Tarrant County or any State or Federal authorized representative's right of access to client case records or other information relating to program participants served under this agreement
7. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA Tarrant County. **The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.**
8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA Tarrant County staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

### B. The Vendor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of ten days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Vendor is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies, saves and holds harmless AAA Tarrant County against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA **Tarrant County** agrees to:

1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Vendor as requested and as available.
5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/ grievances and appeals to all program participants.
7. Contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 60 days of the AAA's receipt of Vendor's invoice.

### 3. ASSURANCES

The Vendor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 Regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- M. Data Usage Agreement Subcontractor Form – HHS Confidential Information

4. **ATTACHMENTS**

(Includes all documents completed prior to the commencement of this agreement)

- a. Vendor Application and all other required documents (e.g. licenses, insurance, etc)
- b. Signed and completed Certification Regarding Debarment
- c. Signed and completed Service and Bidding information documents
- d. Signed and completed Affirmative Action Plan
- e. Signed and completed Subcontractor Agreement Plan

**NOTE: Possible grounds for termination of vendor agreement include, but are not limited to:**

- Not starting newly authorized services in a timely manner.
- Ongoing failure to return phone calls or e-mails from AAA staff within 24 hours.
- Failure to provide services as authorized, i.e. number of hours per week and number of visits per week.
- Failure to communicate necessary information with the Service Navigator regarding a referral made to your agency.
- "No call/ no show" on scheduled appointments with consumers.
- All time-sheets must be signed and dated by the client/family caregiver and agency employee and dated appropriately, if applicable.
- Consistently denying referrals based on location (All agencies must be able to provide services throughout Tarrant County.)
- Consistently denying referrals based on no staff availability.
- Consistent billing errors or billing consistently turned in late.
- No attendance to mandatory vendor orientation.
- Failure to contact client within 5-10 business days to arrange services.

5. **SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2018.

\_\_\_\_\_  
**Authorized Vendor Signature**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Donald R. Smith, Director**  
**Area Agency on Aging of Tarrant County**  
**1500 N. Main Street, Ste. 200**  
**P.O. Box 4448**  
**Fort Worth, Texas 76164**

\_\_\_\_\_  
**Date**

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATIONS UNDER  
TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964**

(Herein after called the "Applicant")

\_\_\_\_\_  
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.P. part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department: and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, the Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contract, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant (Type or Print)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Applicant mailing address

NOTE: If this form is not returned with the application for the financial assistance, return it DHHS, Office for Civil Rights, 330 Independence Ave., S.W. Washington, D.C. 20201

HHS-141 (Rev. 12/82)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACTS OF 1973, AS AMENDED**

The Undersigned (herein after called the "recipient" HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) all requirements imposed by the applicable HHS regulation (45 C.F.R. PART 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5 (a) of the regulation [45 C.F.R. 84.5 (a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans contracts (except procurement contracts and contracts of insurance or guaranty) property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5 (b)].

**The recipient:** **[Check (a) or (b)]**

- a. ( ) Employs fewer than fifteen persons:
- b. ( ) Employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 C.F.R. 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

\_\_\_\_\_  
Name of Designee(s) – Type or Print

\_\_\_\_\_  
Name of Recipient-Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
(IRS) Employer Identification Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

PLEASE RETURN ORIGINAL TO: Office of Civil rights, HHS North Bldg., Independence Ave. SW Washington, DC 20201

## AFFIRMATIVE ACTION PLAN

HEREBY AGREES THAT IT WILL ENACT

\_\_\_\_\_  
(Name of Applicant)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This Applicant is committed to uphold all laws related to Equal employment Opportunity including, but not limited to the following:

Title VI of the Civil Rights Act of 1964 - Which prohibits discrimination because of race, color, religion, sex, or national origin in all employment practices including hiring, firing, promotions, compensation and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 - Which covers all employees who, are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act – Which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 – Which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.

Administration of Aging Program – Instruction AoA-P1-75-11, which requires all grantees to develop affirmative action plans. Agencies that are part of an “umbrella agency” shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems)

Section 504 of the Rehabilitation Act of 1973 – which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

\_\_\_\_\_ is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

<b>Total Staff:</b>	<b># Full Time</b>	<b>#Part Time</b>
Older Persons (60+)	#_____%	#_____%
Minority	#_____%	#_____%
Women	#_____%	#_____%

**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/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

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

1. The certification herein 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/subgrantees 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/subgrantee 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/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this 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/subgrant 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.

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

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

\_\_\_\_\_ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is 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.

\_\_\_\_\_ 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 POTENTIAL CONTRACTOR/GRANTEE \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

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

THIS CERTIFICATION IS FOR FY 2019, PERIOD BEGINNING October 1, 2018 and ENDING September 30, 2019.

## INSTRUCTIONS FOR CERTIFICATION

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1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below 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 below. 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 reliance was placed when the department or agency determined to 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, the department or agency may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted 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 the department or agency to which this proposal is submitted 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 the department or agency entering into this transaction.
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 the department or agency entering into this covered transaction, 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 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 Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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 the Federal Government, the department or agency may terminate this transaction for cause or default.





FY 2019

### CHECK LIST FOR VENDOR AGREEMENT

- \_\_\_\_\_ Completed Direct Purchase of Service Application
- \_\_\_\_\_ Signed Vendor Agreement
- \_\_\_\_\_ Signed Statement indicating compliance with the Civil Rights Act of 1964
- \_\_\_\_\_ Signed Affirmative Action Plan
- \_\_\_\_\_ Signed Statement indicating compliance with the Rehabilitation Act of 1973
- \_\_\_\_\_ Signed Certification Regarding Debarment
- \_\_\_\_\_ Copy of current license/bond as applicable
- \_\_\_\_\_ Completed Request for Taxpayer Identification Number and Certification (form W-9)
- \_\_\_\_\_ Copy of current liability insurance policy
- \_\_\_\_\_ Signed and completed Subcontractor Agreement Form

NOTE: If approved, Vendor will be contacted and must attend a mandatory orientation with AAA Vendor Coordinator prior to receiving new referrals.

Please return your completed Vendor Agreement to:

**Jennifer Gardiner**  
AAA Operations Coordinator  
Mailing Address:  
**1500 North Main Street, Suite 200**  
**Fort Worth, TX 76164**

Jennifer.Gardiner@UnitedWayTarrant.org