

## CONTRACTOR AGREEMENT

This Contractor Agreement (the "Agreement") is between Concho Valley Council of Governments Area Agency on Aging Program (the "Agency"), and \_\_\_\_\_ (the "Contractor"). The Agency and Contractor are hereinafter referred to either individually as a "Party," or collectively as the "Parties." The Parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

### RECITALS

**WHEREAS**, the Agency is designated by the Texas Health and Human Services Commission (HHSC) to administer programs and services under the Older Americans Act of 1965, as amended (OAA), within the Agency's service area; and

**WHEREAS**, the Agency desires to procure qualified providers to deliver supportive and in-home services, including Residential Repair, Chore Maintenance, Homemaker, and Respite In-Home Services, to eligible older adults and caregivers consistent with federal and state program standards; and

**WHEREAS**, the Contractor desires to be approved as a vendor through the Agency's Direct Purchase of Services (DPS) process and to provide such services in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, both Parties recognize that the performance of these services constitutes a vital public function supporting the independence, dignity, and well-being of older persons within the Agency's service area;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to establish the terms under which the Contractor shall provide eligible services under the DPS process for the Agency. Services covered under this Agreement may include, but not be limited to: Residential Repair, Chore Maintenance, Homemaker, and Respite In-Home Services for eligible older adults and caregivers within the Agency's service area.
- 2. EFFECTIVE DATE.** This Agreement shall become effective on the date of the last signature by the Parties ("Effective Date"). All obligations and time periods under this Agreement shall be calculated from the Effective Date, unless otherwise expressly stated herein.
- 3. INCORPORATION OF CVCOG PROCUREMENT GENERAL TERMS AND CONDITIONS.** The CVCOG *Procurement General Terms and Conditions*, attached as Exhibit \_\_\_\_ and incorporated herein by reference, govern this Agreement. In the event of any conflict between the provisions of this Agreement and the General Terms and Conditions, the provisions of this Agreement shall control.
- 4. COMPLIANCE WITH FEDERAL AND STATE REQUIRED CONTRACT CLAUSES.** The Contractor acknowledges and agrees that this Agreement is subject to all applicable federal and State of Texas laws, regulations, and requirements governing the use of public funds, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200, as well as all required contract provisions mandated by federal awarding agencies. The Contractor further acknowledges and agrees that all State of Texas required contract clauses, including but not limited to those prescribed by the Texas Health and Human Services Commission (HHSC), the Texas Comptroller, and other applicable state oversight entities, apply to this Agreement.

All such federally and state-required contract clauses are incorporated into and made a material part of this Agreement—whether included verbatim, by reference, or through the *Procurement General Terms and Conditions*—and the Contractor agrees to comply with each requirement as a condition of performing under this Agreement.

The Contractor expressly agrees to:

- A. Comply with all mandatory federal contract provisions contained in 2 CFR 200.317–200.327 and Appendix II to Part 200, as applicable to the nature and dollar value of this Agreement.
- B. Comply with all mandatory State of Texas contract provisions, including statutory, regulatory, and policy requirements applicable to contractors receiving state or federal pass-through funds.
- C. Flow down all applicable federal and state contractual requirements to any subcontractors, vendors, or partners engaged in the performance of this Agreement.
- D. Maintain documentation and records sufficient to demonstrate compliance with all such requirements and make such documentation available to the Agency, HHSC, DPS, federal awarding agencies, auditors, or other authorized entities upon request.

The Contractor understands that failure to comply with any applicable federal or state requirement constitutes a material breach of this Agreement and may result in corrective action, withholding of payments, termination, disallowance of costs, or other remedies available under federal or state law.

**5. SCOPE OF SERVICES.** The Contractor agrees to provide one or more of the following services identified in Exhibit \_\_\_\_ – Contractors DPS Application in accordance with the definitions, standards, and performance requirements outlined by the Texas HHSC Area Agency on Aging Policy and Procedures Manual and the OAA:

- Residential Repair: Minor home modifications or repairs to ensure the health, safety, or independence of eligible clients.
- Chore Maintenance: Occasional heavy household tasks such as yard work, cleaning, or minor maintenance to maintain a safe living environment.
- Homemaker: Routine household management and assistance with tasks such as meal preparation, light cleaning, and laundry.
- Respite In-Home: Temporary relief for caregivers of older individuals through short-term, in-home care for the client.

All services must be delivered in accordance with the Agency's standards of service, applicable OAA requirements, and all local, state, and federal laws.

**6. SERVICE AUTHORIZATION.** The Contractor shall not perform or provide any services under this Agreement without receiving prior written service authorization from the Agency. Such authorization shall specify the client, type of service, unit rate, and duration of service approved. The Agency shall not be liable for payment of any services rendered, materials purchased, or obligations incurred by the Contractor that were not expressly authorized in writing in advance by the Agency. Verbal or retroactive authorizations shall not be considered valid or binding.

**7. NO GUARANTEE OF WORK OR COMPENSATION.** The Contractor acknowledges and agrees that inclusion in the DPS Vendor Pool or execution of this Agreement does not constitute a guarantee of any minimum amount of work, service authorization, or compensation. Services will be assigned solely at the discretion of the Agency based on client needs, funding availability, and program priorities. The Agency shall have no obligation to issue service authorizations or purchase any services from the Contractor under this Agreement.

**8. INVOICING, COMPENSATION, PAYMENT, AND MATCH.**

**8.1. INVOICING.** The Contractor shall submit invoices to the Agency for services rendered in accordance with this Agreement. All invoices must be complete, accurate, and submitted within thirty (30) calendar days following the

month in which the services were provided. Invoices not submitted within ninety (90) days of service delivery may be disallowed at the Agency's discretion.

**8.2. MATCH REQUIREMENT.** For Title III-funded services, the Contractor shall provide the required non-federal match, which may be in the form of cash or in-kind contributions. Match contributions must be verifiable, allowable under 2 CFR Part 200, and directly related to the cost of providing services under this Agreement.

**8.3. COMPENSATION.** The Contractor shall be compensated for services rendered in accordance with the approved unit rate(s) established through the DPS process and agreed to by the Agency. Payment is contingent upon:

- Submission of accurate and complete invoices and service documentation;
- Verification of client eligibility and service authorization by the Agency; and
- Compliance with all contract terms and reporting requirements.

**8.4. PAYMENT.** Payments under this Agreement shall be made in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). The Contractor shall submit invoices for payment in a timely manner, and CVCOG will process payments within the time frame specified by the Prompt Payment Act, which is generally within 30 days of receiving a properly completed and approved invoice. Invoices must reference the applicable Agreement or purchase order number and be submitted with sufficient detail to allow for proper review and approval. The Contractor agrees to accept such payments as full and complete satisfaction of the amounts owed under the Agreement. Payments shall be made via check unless otherwise agreed upon by the Parties.

## **9. TERM AND TERMINATION.**

**9.1. TERM OF AGREEMENT.** This Agreement shall become effective on the date of execution by both parties and shall remain in effect for a period of one (1) year, unless earlier terminated in accordance with Section 20 below. This Agreement may be renewed annually upon mutual written agreement and continued eligibility under the DPS Vendor Pool.

**9.2. TERMINATION PROVISIONS.** Termination for cause or convenience shall be governed by the provisions set forth in the *Procurement General Terms and Conditions* (Exhibit \_\_\_\_).

**10. INSURANCE REQUIREMENTS.** The Contractor shall maintain, at minimum, the following insurance coverage during the term of this Agreement:

- General Liability: \$500,000 per occurrence
- Automobile Liability: \$100,000 per person / \$300,000 per accident (if vehicles are used for client transport or service delivery)
- Workers' Compensation: As required by Texas law

If the Contractor does not maintain Workers' Compensation coverage, they shall provide a waiver of coverage and ensure compliance with applicable labor laws. Certificates of insurance shall list the Agency as a certificate holder.

**11. WARRANTY OF GOODS AND SERVICES.** The Contractor warrants that all goods, materials, and equipment furnished under this Agreement shall be new, of good quality, and free from defects in material and workmanship. Used, refurbished, or reconditioned items shall not be provided without the Agency's prior written approval.

The Contractor further warrants that all services performed under this Agreement shall be carried out in a professional, workmanlike manner, consistent with generally accepted industry standards and all applicable laws, codes, and regulations.

If any goods or services provided are found to be defective, incomplete, or fail to conform to the requirements of this Agreement, the Contractor shall, at its sole expense and without delay, correct or replace the nonconforming goods or re-perform the services within ten (10) business days of receiving written notice from the Agency, unless an alternative timeline is mutually agreed upon in writing.

If the Contractor fails to correct or replace as required, the Agency may, at its option:

- A. Arrange for the necessary corrections or replacements by another source and charge the cost to the Contractor; or
- B. Terminate this Agreement for cause in accordance with its terms.

All warranties shall survive acceptance and payment by the Agency and remain in effect for a minimum of one (1) year from the date of completion of services or delivery of goods, whichever is later.

**12. CONFIDENTIALITY AND HIPAA COMPLIANCE.** The Contractor agrees to maintain the confidentiality of all client information and comply with all provisions of the Health Insurance Portability and Accountability Act (HIPAA) and applicable state confidentiality laws. No identifying information shall be disclosed without prior written consent from the Agency.

**13. NON-DISCRIMINATION AND CIVIL RIGHTS.** The Contractor shall comply with all applicable federal and state civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. The Contractor shall not discriminate in employment or service delivery based on race, color, national origin, sex, age, disability, or religion.

**14. AFFIRMATIVE ACTION.** The Contractor agrees to take affirmative steps to ensure equal employment opportunity in all aspects of service delivery and employment. Contractors with 50 or more employees and contracts of \$50,000 or more shall maintain an Affirmative Action Plan consistent with federal requirements (41 CFR Part 60-2).

**15. REPORTING REQUIREMENTS.** The Contractor shall submit all required documentation, service reports, and invoices in the format and frequency prescribed by the Agency. Failure to provide timely or accurate reports may delay payment or result in suspension of services.

**16. MONITORING.** The Contractor acknowledges and agrees that the Agency will conduct contract and performance monitoring throughout the term of this Agreement to ensure compliance with all contractual, programmatic, fiscal, federal, and state requirements. Monitoring activities may include, but are not limited to, desk reviews, on-site or virtual visits, evaluation of service delivery and performance data, review of financial and programmatic documentation, and verification of compliance with applicable standards. The Contractor agrees to fully cooperate with all monitoring activities, provide timely access to all requested records, facilities, staff, and systems, and implement corrective actions when identified. Failure to comply with monitoring requirements or to remedy deficiencies constitutes a material breach of this Agreement and may result in sanctions, withholding of payments, or termination as permitted under federal and state regulations.

**17. NOTICES.** All notices required or permitted under this Agreement shall be in writing and delivered personally, sent by certified mail, or by email with confirmation of receipt, addressed as follows:

**To the Agency:**

Concho Valley Council of Governments  
5430 Link Road  
San Angelo, TX 76904

**To the Contractor:**

Contractor  
Address Line 1  
Address Line 2

Attn: Jaylon Seales  
Email: jaylon.seales@cvcog.org

Attn:  
Email:

**18. CONSTRUCTION.** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this Agreement

**19. ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement, including all exhibits (\_\_\_\_ - \_\_\_\_), represents the entire understanding between the Parties and supersedes any prior negotiations. No amendment or modification shall be valid unless in writing and signed by both Parties.

**20. ELECTRONIC SIGNATURES.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

**21. SIGNATURE AUTHORITY.** Each individual executing this Agreement on behalf of a Party represents and warrants that they have full legal authority and power to bind the respective Party to the terms and conditions of this Agreement. The Parties acknowledge that the person(s) executing this Agreement are duly authorized representatives, empowered to act on behalf of their respective organizations, and have obtained all necessary approvals, consents, and authorizations required by applicable law, corporate policy, or governing documents to execute and deliver this Agreement.

**22. SIGNATURES.** The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements, exhibits, or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of the Agreement. This Agreement may be executed on counterparts and shall be binding on all Parties as if all signatures were affixed to a single Agreement.

#### CONCHO VALLEY COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Name: Erin Hernandez  
Title: Executive Director  
Date: \_\_\_\_\_

#### CONTRACTOR

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

## **LIST OF EXHIBITS**

EXHIBIT A:

EXHIBIT B:

EXHIBIT C:

EXHIBIT D:

EXHIBIT E:

EXHIBIT F:

SAMPLE