



# **SOLICITATION FOR CONTRACTORS DIRECT PURCHASE OF SERVICES**

*(Residential Repair, Chore Maintenance, Respite In-Home, Homemaker Services)*

**FISCAL YEAR 2025-2026**



**CONCHO VALLEY**  
COUNCIL OF GOVERNMENTS

5430 Link Road  
San Angelo, TX 76904  
Phone: (325) 223-5704  
Fax: (325) 223-8233  
Toll-Free: 1-877-944-9666

## 1. General Information

### 1.1. Purpose

The Area Agency on Aging of the Concho Valley (AAACV) seeks qualified providers to deliver short-term, client-specific services through its Direct Purchase of Service (DPS) program. Services include Residential Repair, Chore Maintenance, Respite In-Home, and Homemaker. Approved vendors will form a pre-qualified vendor list (Vendor Pool) eligible to receive Service Authorizations for individual clients.

### 1.2. Direct Purchase of Service Overview

The Direct Purchase of Service method is an authorized procurement mechanism established under 26 Texas Administrative Code (TAC) § 213.153 and § 83.19. These provisions permit an Area Agency on Aging (AAA) to purchase specific services directly for eligible clients on an individual, as-needed basis, rather than through a formal competitive bid or cost reimbursement contract.

Under this method, the AAACV maintains a pool of pre-qualified vendors approved to deliver defined services such as Residential Repair, Chore Maintenance, Homemaker, Respite In-Home assistance, and more. When an eligible client's assessment identifies a need, AAACV issues a Service Authorization to a qualified DPS vendor for the approved service type, scope, and rate.

Each service authorization constitutes a discrete, one-time procurement action governed by the terms of this DPS Vendor Application and Contractor Agreement. DPS is designed to ensure timely, flexible, and cost-effective delivery of client-specific services consistent with the goals of the Older Americans Act and Texas Health and Human Services Commission (HHSC) policies.

### 1.3. Service Types

Contractors applying to the AAACV Vendor Pool must provide at least one of the following service types. Below are the current definitions and parameters for each service type. All services must comply with applicable regulations and service definition guidance from Texas HHS / AAA. Applicants must commit to providing at least one of these service types (they may apply for more than one). In your DPS Application, indicate which service(s) you will provide and ensure that your insurance, staffing, licensing, and operational capacity cover those types as defined below.

#### 1.3.1. Residential Repair

"Residential Repair" consists of repairs or modifications to a dwelling occupied by an older person that are essential for the health or safety of the occupant(s). Such services may include structural fixes, minor plumbing or electrical work, installation of safety devices (grab bars, handrails, ramps), or modifications to enhance accessibility. ***All repairs and or modifications must meet ADA standards.***

- **Unit of Service:** One unduplicated dwelling unit per program year (i.e. the dwelling is counted as one unit).
- **Maximum per Dwelling / Cap:** The total repair/modification cost for one dwelling generally cannot exceed a state-set or AAA-set cap unless prior approval is obtained.
- **Method of Provision:** Services may only be authorized by a care coordinator or equivalent after client evaluation, and then purchased through a contractor under DPS.

#### 1.3.2. Chore Maintenance

"Chore Maintenance" is a service to perform heavy household tasks that an older person is unable to perform on their own. Examples include deep cleaning (scrubbing floors, washing walls,

inside/outside windows), moving heavy furniture, yard or sidewalk maintenance, or other tasks that maintain a safe, sanitary, and livable home environment.

- **Unit of Service:** One hour (reported to nearest fraction, e.g. 0.25 hour).
- **Method of Provision:** Authorized by care coordinator and provided via contractor under DPS.
- **Funding Sources:** Title III-B, Title III-E (in some instances), and State General Revenue funds may be allowable.

#### 1.3.3. Respite In-Home

“Respite In-Home” is a short-term, temporary service provided in the home of the care recipient to relieve the primary caregiver. Services may include supervision, light personal care, household tasks, and social interaction.

- **Unit of Service:** One hour of in-home respite care.
- **Eligibility for Respite:** The care recipient must meet eligibility (e.g. unable to perform at least two Activities of Daily Living, or requiring substantial supervision due to cognitive impairments).
- **Provision Method:** Only authorized by a care coordinator and delivered via a contractor in the DPS context.
- **Purpose:** To give temporary relief to primary caregivers while ensuring continuity of care to the care recipient.

#### 1.3.4. Homemaker

“Homemaker” services are those provided by trained and supervised homemakers to assist older persons with light household tasks, home management, meal preparation, shopping assistance, errands, and related tasks. The goal is to support independent living in a safe, healthful home environment.

- **Unit of Service:** One hour of service.
- **Texas Rule:** Under Texas law, a AAA must ensure that a program participant receiving homemaker services is aged 60 or older and functionally impaired in ability to perform Instrumental Activities of Daily Living (IADLs) per the OAAA/HHSC definitions.
- **Provision Options:** Texas allows homemaker services to be delivered either as “agency-managed” (vendor provides staff) or “consumer directed” (participant chooses provider, sets schedule, subject to AAA oversight).
- **Service Tasks Include (per Texas rule):**
  - Cleaning: bathroom, kitchen, floors, dusting, tidying
  - Trash removal, bed linen changes
  - Stovetop/counter cleaning
  - Moving trash receptacles to curb or pick-up point
  - Shopping, errands, meal prep as needed

#### 1.3.5. Match Contribution Requirement

Certain services provided under this Agreement are funded in whole or in part through the Older Americans Act (OAA), Titles III-B and/or III-E, administered by the Texas Health and Human Services Commission through AAACV.

As a condition of participation in the Direct Purchase of Services (DPS) Vendor Pool, the Contractor must agree to contribute toward the non-federal share (match) of program costs as follows:

- 1. Title III-B Services (e.g., Homemaker, Chore Maintenance, Residential Repair):**  
Contractor shall provide a minimum ten percent (10%) match of the total cost of services rendered under this Agreement.
- 2. Title III-E Services (e.g., Respite In-Home):**  
Contractor shall provide a minimum twenty-five percent (25%) match of the total cost of services rendered under this Agreement.
- 3. Form of Match:**  
Match contributions may be in the form of cash or in-kind support, as defined by 45 CFR §75.306, and must be verifiable, necessary, and allowable.
- 4. Documentation:**  
The Contractor shall maintain records of all match contributions and submit documentation as requested by AAACV for verification. Failure to provide required documentation may result in disallowance of costs or termination of participation in the Vendor Pool.
- 5. Waiver:**  
AAACV may waive or adjust the match requirement for small or limited-capacity vendors upon written request, provided that AAACV determines that sufficient match will be met through other program sources.

#### **1.4. Eligibility Requirements**

##### **1.4.1. Eligibility to Apply**

Organizations eligible to be included in the Vendor Pool 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.

##### **1.4.2. Minimum Qualifications**

Vendors must meet the following minimum qualifications to participate as a DPS Contractor with AAACV:

1. Be a legally recognized business entity or individual authorized to conduct business in the State of Texas.
2. Demonstrated prior experience providing the specific service(s) applied for, with verifiable references.
3. Hold all applicable state and local licenses required for the service type (e.g., contractor registration, caregiver certifications, business registration).
4. Maintain current insurance meeting the minimum coverage levels listed in Section 4.2 of this application.
5. Ensure all employees, subcontractors, or volunteers entering client homes have passed a criminal background check within the last 12 months and are free of any disqualifying convictions related to abuse, neglect, or exploitation.
6. Maintain adequate financial capacity to perform services and meet payroll, insurance, and operational obligations without advance payment.
7. Must not be debarred, suspended, or otherwise excluded from participation in federal, state, or local programs.
8. Must disclose any pending litigation related to the delivery of the proposed service or services.

9. Must not discriminate in employment or service delivery on the basis of race, color, national origin, sex, religion, age, or disability.
10. Must agree to comply with all applicable provisions of the Older Americans Act, Title 45 CFR Part 1321, 2 CFR Part 200, and Texas Health and Human Services Commission policies governing Area Agencies on Aging.
11. Must agree to allow AAACV to monitor services, inspect records, and verify compliance with program standards.

#### **1.4.3. Small, Minority, Women, and Veteran-Owned Business Enterprises (SMWVBE) Applicants**

AAACV encourages participation from SMWVBE vendors in its DPS program.

While certification is not required, businesses that are independently owned and operated and identify as SMWVBE are invited to indicate this status in their Vendor Application. AAACV welcomes and supports the inclusion of these firms in contracting opportunities for Residential Repair, Chore Maintenance, Homemaker, and Respite In-Home services.

All vendors, regardless of ownership type or size, must meet the same qualification, insurance, and performance standards outlined in this document. SMWVBE identification will not affect evaluation or selection but helps AAACV track participation and promote equitable access to contracting opportunities across the Concho Valley region.

## **2. Solicitation Information and Timeline**

### **2.1. Contact Information**

<b>Application Contact:</b>	Debra Calhoun
<b>Contact Title:</b>	Procurement Coordinator
<b>Contact Phone:</b>	325-944-9666 ext. 253
<b>Contact Email:</b>	<a href="mailto:procurement@cvcog.org">procurement@cvcog.org</a>

## **3. Instructions for Applicants**

### **3.1. Application Process**

Interested parties may apply for consideration for participation in the Vendor Pool by submitting a completed and signed DPS application, including all required attachments, and certifications. If the application is selected, a contractor agreement will be executed.

### **3.2. Submission Instructions**

#### **3.2.1. Method of Submission**

Completed DPS Vendor Applications must be submitted in one of the following formats:

##### Email Submission (Preferred):

Applications may be submitted electronically in PDF format to:

[procurement@cvcog.org](mailto:procurement@cvcog.org)

##### Mailed or Hand-Delivered Submissions:

Applications may also be mailed or hand-delivered to:

Concho Valley Council of Governments

ATTN: Procurement Department

5430 Link Road

San Angelo, TX 76904

### **3.3. Evaluation of Applications**

All DPS Vendor Applications received by AAACV will be reviewed and evaluated for completeness, eligibility, and compliance with applicable requirements. The evaluation process is designed to ensure that all vendors admitted to the Vendor Pool meet minimum qualifications, maintain appropriate licensing and insurance, and are capable of delivering high-quality services in accordance with state and federal standards.

Applications will be assessed based on the following general factors:

AAACV will consider the applicant's demonstrated experience and capacity to provide the proposed service(s) within the Concho Valley region, including the adequacy of staff qualifications, prior service history, and references when applicable. The applicant's compliance with applicable state and local licensing or certification requirements, as well as proof of required insurance coverage, will also be verified.

Additional consideration will be given to the applicant's responsiveness and completeness of the application, including submission of all required forms, documentation, and signatures. The applicant's financial stability and ability to deliver services in a timely and consistent manner will be reviewed. History of performance on any prior contracts or service authorizations with AAACV or other public entities may also be reviewed.

AAACV may also evaluate the applicant's willingness to accept the established unit rates, adhere to service definitions, comply with monitoring and reporting requirements, and maintain ethical business practices consistent with the principles of the Older Americans Act.

Applications that meet all minimum requirements and demonstrate the ability to provide quality services will be approved for inclusion in the Vendor Pool. Inclusion in the pool does not guarantee assignment of work or issuance of service authorizations; individual authorizations are made based on client needs, service availability, and program funding.

### **3.4. Award of Contract**

Vendors approved for inclusion in the Vendor Pool will be issued a Contractor Agreement by AAACV. The agreement will outline the general terms, service definitions, and conditions governing participation in the DPS program. The vendor must review, sign, and return the Contractor Agreement within ten (10) business days of receipt. Failure to return the executed agreement within the required timeframe may result in withdrawal of the award or delay in activation within the Vendor Pool. Once fully executed, the agreement will remain in effect for the period specified therein, subject to renewal, modification, or termination as permitted by AAACV policy and applicable regulations.

## **4. General Provisions**

### **4.1. General Terms and Conditions**

The applicant acknowledges and agrees that participation in the DPS program is subject to the Concho Valley Council of Governments (CVCOG) Procurement General Terms and Conditions. These Terms and Conditions incorporate required state and federal procurement clauses.

By submitting a DPS Vendor Application or entering into a DPS Service Authorization, the applicant affirms that they have reviewed, understand, and agree to comply with the CVCOG Procurement General Terms and Conditions as a binding component of this agreement.

The current CVCOG Procurement General Terms and Conditions can be accessed online at:  
<https://www.cvcog.org/wp-content/uploads/2025/06/Procurement-General-Terms-and-Conditions.pdf>

#### **4.2. Insurance Requirements**

Contractors approved for inclusion in the DPS Vendor Pool must maintain insurance coverage sufficient to protect both the Contractor and CVCOG from claims that may arise from activities performed under this agreement.

The following minimum insurance coverage is required unless otherwise approved or waived by CVCOG:

##### **1. General Liability Insurance**

The Contractor shall maintain Commercial General Liability insurance with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate, covering bodily injury, personal injury, and property damage. Coverage shall include contractual liability to cover the indemnification obligations of the Contractor.

##### **2. Automobile Liability Insurance**

If the Contractor operates a vehicle in connection with the delivery of services or transports clients or program materials, the Contractor shall maintain Automobile Liability insurance with a minimum limit of \$100,000 per person / \$300,000 per accident for bodily injury, and \$100,000 for property damage, or a combined single limit of \$300,000. Contractors who do not operate vehicles as part of their service delivery may provide a written certification to that effect in lieu of automobile coverage.

##### **3. Workers' Compensation Insurance**

The Contractor shall comply with all applicable Workers' Compensation laws as required by the State of Texas. If the Contractor is not required by law to carry Workers' Compensation coverage (e.g., sole proprietors or businesses with no employees), the Contractor shall certify that status in writing to CVCOG.

##### **4. Proof of Coverage**

Certificates of Insurance evidencing the required coverage shall be provided to CVCOG prior to the commencement of services. The certificates shall list Concho Valley Council of Governments as a Certificate Holder and, where applicable, as an Additional Insured. Contractors are responsible for ensuring that coverage remains current throughout the term of their participation in the Vendor Pool and shall notify CVCOG immediately of any lapse or material change in coverage.

##### **5. Waiver or Modification of Insurance Requirements**

CVCOG reserves the right, at its sole discretion, to waive or modify insurance requirements on a case-by-case basis where the risk of loss is determined to be minimal or where strict adherence would create an undue burden for qualified small, minority, women-owned, veteran-owned, or micro-businesses. Any waiver or modification must be documented in writing by CVCOG prior to commencement of services.

##### **6. Subcontractors**

If the Contractor engages any subcontractors to perform work under this agreement, the Contractor shall ensure that each subcontractor maintains insurance coverage that meets or exceeds these requirements, unless expressly waived in writing by CVCOG.

#### **4.3. Reservation of Rights**

AAACV reserves the right to exercise full discretion in all aspects of the DPS. Inclusion in the Vendor Pool does not constitute a contract, guarantee of work, or assurance of future service authorizations.

AAACV specifically reserves the right to:

1. Accept or reject any application in whole or in part, and to withdraw or cancel the DPS solicitation or Vendor Pool at any time without notice or liability;
2. Request additional information, clarification, or documentation from any applicant as deemed necessary to evaluate qualifications or ensure compliance;
3. Approve or disapprove individual service authorizations based on client needs, available funding, or program priorities;
4. Limit, suspend, or terminate participation of any vendor in the DPS pool for failure to meet performance, insurance, or documentation requirements, or for any reason deemed to be in the best interest of AAACV or its clients;
5. Modify or update service definitions, unit rates, or eligibility criteria to align with changes in federal or state program requirements or available funding;
6. Conduct background checks, monitoring visits, and audits to verify compliance with applicable laws, rules, and program policies; and
7. Make awards or authorizations in a manner that best serves the needs of eligible clients within the Concho Valley region, in accordance with the Older Americans Act, 26 TAC §213.153, and 26 TAC §83.19.

By submitting an application, the applicant acknowledges and accepts these conditions, and understands that no property interest or entitlement to work is created through participation in the DPS process.

#### **4.4. No Guarantee**

Any contract awarded under this process does not guarantee the provision of work or assignments to the Contractor by AAACV. AAACV reserves the right to assign tasks, projects, or work orders to the Contractor based on business needs, project requirements, and other relevant factors. The absence of guaranteed work under this agreement does not relieve the Contractor of their obligations, including but not limited to availability, responsiveness, and adherence to agreed-upon terms and conditions. The Contractor acknowledges that the volume and frequency of work may vary and agrees to make themselves available as needed to fulfill assignments provided by AAACV.

#### **4.5. Maintenance of Records**

The Contractor shall retain all financial records, supporting documents, statistical records and all other records relating to its performance. All records shall be kept in the contractor's possession and maintained indefinitely if audit findings or other disputes or litigation have not been resolved. All financial records, supporting documents, statistical records and all other records relating to the contractor's performance will be maintained. If required, components of the Health and Human Service Commission (HHSC) Client Information System will be used to acquire and maintain programmatic and fiscal records. The contractor shall give the Area Agency on Aging, the comptroller general of 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 service agreement. Such right of access shall continue as long as such records, or any of them, are in existence.

#### **4.6. Background Checks**



AAACV reserves the right to conduct background checks on the applicant, applicant's employees, and subcontractors engaged in areas of work that may be deemed sensitive by AAACV prior to or after award of contract. Such background checks may include, but are not limited to, criminal history, employment verification, education verification, and any other checks deemed necessary by AAACV to ensure the integrity and suitability of individuals engaged in sensitive work for AAACV. By submitting an application or engaging in work with AAACV, the applicant agrees to comply with any background check requests and provide all necessary information and consent for such checks to be conducted. Failure to cooperate with background check requests may result in disqualification or termination of the engagement with AAACV.

#### **4.7. Contract and Performance Monitoring**

AAACV maintains responsibility for ensuring that all contracted services are delivered in accordance with applicable federal and state regulations, and the terms and conditions of any resulting contract or award. To fulfill these responsibilities, AAACV will implement a comprehensive Contract and Performance Monitoring process designed to evaluate contractor compliance, service quality, fiscal stewardship, and overall performance.

AAACV's monitoring methods may include, but are not limited to:

- Programmatic Monitoring: Regular reviews of service delivery, program documentation, client records, adherence to service standards, and verification of reported performance measures.
- Fiscal Monitoring: Examination of invoices, financial documentation, cost allocation practices, and verification that expenditures are allowable, reasonable, and properly supported.
- On-Site or Virtual Monitoring Visits: Scheduled or unannounced visits to assess operations, observe service delivery, interview staff or clients (as appropriate), and validate compliance with contract requirements.
- Desk Reviews: Ongoing review of vendor submissions, reports, corrective action plans, and other required documentation.
- Performance Data Analysis: Evaluation of service outcomes, timeliness, utilization, and any performance benchmarks or contractual metrics.
- Corrective Action Requirements: Issuance of findings, recommendations, or corrective action plans when deficiencies or non-compliance are identified, along with follow-up to verify resolution.

By submitting this application, the Contractor acknowledges, understands, and accepts that:

1. The AAA will conduct contract and performance monitoring throughout the contract period.
2. Monitoring activities may occur at any time deemed necessary by the AAA to ensure proper contract administration and compliance.
3. The Contractor agrees to fully cooperate with all monitoring activities, provide requested documentation in a timely manner, and allow access to relevant records, systems, facilities, and personnel as required.

4. Failure to comply with monitoring requirements or to correct identified deficiencies may result in sanctions, reduction or termination of funding, or other actions as permitted by applicable law, rule, or contract terms.

The Contractor's submission of this application serves as confirmation of its willingness to participate in these monitoring activities and its commitment to meeting all contractual and programmatic requirements established by AAACV, if awarded a contract.

**5. Direct Purchase of Service Application Packet**

*[CONTINUE TO NEXT PAGE]*

**DIRECT PURCHASE OF SERVICE APPLICATION FORM**

<b>Contractor Name/Legal Entity:</b>		
<b>Doing Business As (DBA) Name</b> <i>(if applicable):</i>		
<b>Tax Identification Number:</b> <i>(SSN or TIN)</i>		
<b>Type of Provider:</b>	<input type="checkbox"/> City Government <input type="checkbox"/> Government Agency <input type="checkbox"/> Private For-Profit	<input type="checkbox"/> County Government <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Individual
<b>Physical Address:</b>		
<b>Mailing Address:</b> <i>(if different than above)</i>		
<b>Phone Number:</b>		
<b>Alternate Phone Number:</b>		
<b>Fax Number:</b> <i>(including area code)</i>		
<b>Email Address:</b>		

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

<b>Authorizing Official:</b>	
<b>Title:</b>	
<b>Email Address:</b>	
<b>Phone Number:</b>	

## APPLICANT QUESTIONNAIRE

1. Please describe your experience providing similar services, especially to older adults:

2. Please indicate your service area below:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Coke County     | <input type="checkbox"/> Kimble County    | <input type="checkbox"/> Reagan County     | <input type="checkbox"/> Tom Green County      |
| <input type="checkbox"/> Concho County   | <input type="checkbox"/> Mason County     | <input type="checkbox"/> Schleicher County | <input type="checkbox"/> City of San Angelo    |
| <input type="checkbox"/> Crockett County | <input type="checkbox"/> McCulloch County | <input type="checkbox"/> Sterling County   | <input type="checkbox"/> Other (specify below) |
| <input type="checkbox"/> Irion County    | <input type="checkbox"/> Menard County    | <input type="checkbox"/> Sutton County     |  |

3. Please describe your interest in working within a collaborative, client-based model:

4. Please indicate which services you will be able to provide:

- ☐ Residential Repair (Services consisting of repairs or modifications of a dwelling occupied by an older person that are essential for the health and safety of the older person.)
- ☐ Chore Maintenance (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.)
- ☐ 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.)
- ☐ Homemaker (Services provided by trained and supervised homemakers involving the performance of light housekeeping tasks and home management. Activities may include the performance of light housekeeping, home management, meal preparation, escort tasks, and shopping assistance. The objective is to help the older person sustain independent living in a safe and healthful home environment.)

5. Please indicate the total number of years you or your organization have been providing similar services:

6. Has anyone that will be involved in the direct provision of services been convicted of a felony or received misdemeanor charges related to fraud, theft, violence, assault, or elder abuse?

☐ YES ☐ NO

a. If yes, provide a brief explanation:

7. Do you or your organization have general liability insurance?

☐ YES ☐ NO

a. If yes, attach proof of insurance to application.

8. Do you speak more than one language?

☐ YES ☐ NO

a. If yes, what language(s)?

b. Speaking level: ☐ Beginner ☐ Intermediate ☐ Advanced ☐ Superior

c. Writing level: ☐ Beginner ☐ Intermediate ☐ Advanced ☐ Superior

9. Indicate any special certifications or licensures below:

10. Other relevant information or notes for reviewer:

I, the undersigned, certify that all information provided in this Direct Purchase of Service Application is true, complete, and accurate. I acknowledge that submission of this application does not guarantee inclusion in the AAACV Vendor Pool or assignment of any service authorizations.

I further certify that I have read and understand the CVCOC Procurement General Terms and Conditions, the DPS Service Definitions, and all program requirements, and I agree to comply with all applicable federal, state, and local laws and regulations.

BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**6. Attachments and Certifications**

[CONTINUE TO NEXT PAGE]

**DEBARMENT AND SUSPENSION CERTIFICATION**

*Reference: 2 CFR Part 180 / 2 CFR 200.213*

By submitting this application, the undersigned certifies, to the best of their knowledge, that neither the organization nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs; and
2. Have within the past three years been convicted of, or had a civil judgment rendered against them for, fraud, embezzlement, theft, forgery, bribery, falsification, or misconduct related to a federal, state, or local program.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BYRD ANTI-LOBBYING CERTIFICATION**

*Reference: 31 U.S.C. § 1352*

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence any officer or employee of any federal agency in connection with this application;
2. If any non-federal funds have been used to influence or attempt to influence, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**INSURANCE CERTIFICATION AND ACKNOWLEDGEMENT**

The undersigned certifies that the business maintains the following minimum insurance coverage, and will provide a Certificate of Insurance naming CVCOG / AAACV as certificate holder prior to receiving service authorizations:

- General Liability: \$500,000 per occurrence
- Auto Liability (if transporting clients or materials): \$1,000,000 per occurrence
- Workers' Compensation: As required by law

I further acknowledge that failure to maintain required coverage may result in suspension or removal from the DPS Vendor Pool.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NON-COLLUSION AND ANTI-FRAUD CERTIFICATION**

The undersigned certifies that, to the best of their knowledge and belief:

1. The information submitted in this Direct Purchase of Service Vendor Application is accurate, complete, and truthful;
2. The application has been prepared independently, without collusion, consultation, or agreement with any other applicant or competitor for the purpose of restricting competition or influencing selection;
3. No attempt has been made, or will be made, to induce any other person or entity to submit or not submit an application for the purpose of gaining an unfair advantage; and
4. The vendor understands that any falsification, misrepresentation, or act of collusion may result in disqualification from the DPS Vendor Pool, termination of any future agreements, and potential civil or criminal liability under federal or state law.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLIENT CONFIDENTIALITY / HIPAA ATTESTATION**

The undersigned understands and agrees that, during the performance of services under the Direct Purchase of Service (DPS) program for the AAACV, the vendor and its employees, agents, or subcontractors may have access to confidential client information, including personally identifiable information (PII) and protected health information (PHI).

The undersigned acknowledges and agrees to the following:

- All client information obtained or accessed in the course of providing services shall be treated as strictly confidential and used solely for the purpose of performing authorized services.
- The vendor shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any corresponding Texas Health and Safety Code provisions governing confidentiality.
- The vendor shall ensure that all personnel who have access to client information are trained in and adhere to confidentiality practices consistent with these requirements.
- Client information shall not be disclosed, released, or discussed with any unauthorized person or entity, except as required by law or with the written authorization of AAACV.
- Upon termination or completion of services, all confidential information in the vendor's possession shall be securely returned or destroyed, as directed by AAACV.
- Any suspected or actual breach of confidentiality must be immediately reported to AAACV.

Failure to comply with confidentiality and privacy requirements may result in immediate termination of the vendor's agreement, removal from the DPS Vendor Pool, and potential legal consequences.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ACKNOWLEDGMENT OF CVCOG PROCUREMENT TERMS AND CONDITIONS**

The undersigned acknowledges that the Concho Valley Council of Governments maintains and enforces Procurement General Terms and Conditions applicable to all contractors and vendors providing goods or services under CVCOG-administered programs, including the Area Agency on Aging of the Concho Valley.

By signing below, the vendor certifies that they have received, read, and understand the CVCOG Procurement General Terms and Conditions, and agree to be bound by all requirements, clauses, and provisions contained therein. This includes, but is not limited to:

- Federal compliance clauses required under 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards),
- State of Texas procurement requirements,
- Contractor integrity, conflict of interest, and debarment restrictions,
- Equal Employment Opportunity, Civil Rights, and non-discrimination provisions,
- Access to records and monitoring rights, and
- Termination, remedies, and dispute resolution provisions.

The vendor understands that adherence to these Terms and Conditions is a requirement for participation in the Direct Purchase of Service Vendor Pool, and that noncompliance may result in suspension, removal, or termination of any active contract.

The CVCOG Procurement General Terms and Conditions can be accessed at:

<https://www.cvcog.org/wp-content/uploads/2025/06/Procurement-General-Terms-and-Conditions.pdf>

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



### **CYBERSECURITY TRAINING ACKNOWLEDGEMENT**

In accordance with Texas Government Code 2054.5192, Texas Health and Human Services requires any contractor, which includes the contractor's employees, officers and subcontractors, to complete a cybersecurity training program certified by the Department of Information Resources. Additional information is available at <https://dir.texas.gov/View-About-DIR/Information-Security/Pages/Content.aspx?id=154>.

As such, AAACV may require that all contractors and sub-contractors with access to Texas Health and Human Services system; or a computer system or database where sensitive information is shared, complete a cybersecurity training program certified by the Department of Information Resources.

If your agency/organization has completed cybersecurity training independently, we do not wish to duplicate your efforts. If cybersecurity training has been completed by your agency/organization within the last calendar year, please provide evidence of such training in the form of an attachment to your application.

By signing below, I certify all employees, officers, and other staff with access to the above resources have or will complete a cybersecurity training program should it be required by AAACV. This training must be completed during the course of the contract period.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### **ALZHEIMER'S DISEASE AND DEMENTIA TRAINING ACKNOWLEDGEMENT**

The Health and Human Services Commission (HHSC) requires that the Area Agency on Aging of the Concho Valley (AAACV) and all of its employees and volunteers complete an Alzheimer's Disease and Dementia training as required by the Texas Human Resource Code 40.036 and the HHSC Access and Eligibility Services policies and procedures.

As such, AAACV may require that all contractors and sub-contractors complete Alzheimer's Disease and Dementia training within the course of their contract period.

If your agency/organization has completed Alzheimer's Disease and Dementia training independently, we do not wish to duplicate your efforts. If training has been completed by your agency/organization within the last calendar year, please provide evidence of such training in the form of an attachment to your application.

By signing below, I certify all employees, officers, and other staff with access to the above resources have or will complete an Alzheimer's Disease and Dementia training program, should it be required by AAACV. This training must be completed during the course of the contract period.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTRACTOR MATCH ACKNOWLEDGEMENT**

I, the undersigned, understand that participation in the DPS Vendor Pool and award of any contract funded under the Older Americans Act (OAA) requires a minimum 10% non-federal match for Title III-B and minimum 25% non-federal match for Title III-E funded services, as required by the Texas Health and Human Services Commission (HHSC) Area Agency on Aging Policies and Procedures Manual.

The match may be in cash or in-kind form (e.g., volunteer time, donated materials, or use of facilities) and must be:

- Directly related to the contracted services;
- Allowable under 2 CFR Part 200;
- Properly documented and verifiable; and
- Not used as match for any other federally funded program.

I acknowledge and agree to maintain records of all match contributions and understand that failure to meet the required match percentage may result in loss of reimbursement or contract termination.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **List of Attachments**

Attachment A – CVCOG Procurement General Terms and Conditions

Attachment B – Data Use Agreement (DUA)

Attachment C – Sample Contractor Agreement

Attachment D – Service Definitions for Area Agencies on Aging Federal Fiscal Year 2025

Attachment E – W-9 Form (IRS)