



# MEMO



Date: 3/3/2025  
RE: FY26 Contractor/Vendor  
To: All current Contract/Vendors of potential OAA funding  
From: Brittany Calloway, Data Specialist  
CC: Kelly Cheek, WCTCOG Executive Director  
Christal Martin, Director of Area Agency on Aging

This memo serves as a notice that the West Central Texas Area Agency on Aging (WCTAAA) is remaining as a vendor solicitation for FY26 and FY27. The term for this period is October 1, 2025, through September 30, 2027. The application in its entirety may be found on our website at [www.wctcog.org](http://www.wctcog.org). Please print the application, complete it in its entirety, and submit it via mail or by hand delivery, along with a copy of all applicable State and Federal licenses, and/or certifications that regulate your business. As a friendly reminder, applications submitted via email, fax, or other electronic forms will not be considered. Please have these submitted by close of business on August 31, 2025.

For questions, please feel to contact me via email [bcalloway@westcentraltexas.org](mailto:bcalloway@westcentraltexas.org) or by calling 325-793-8417 with any questions you may have.

Sincerely,

Brittany Calloway  
Data Specialist



Information & Referral \* Benefits Counseling \* Care Coordination & Caregiver Support Coordination \* Nutrition Services \* Health and Wellness Programs \* Nursing Home Ombudsman 3702 Loop 322 \* Abilene, TX 79602 \* (325) 793-8417 \* Fax (325) 793-8486

The West Central Texas Area Agency on Aging (WCTAAA) would like to extend an opportunity to your company to apply to become a contractor for the WCTAAA (A Program of the West Central Texas Council of Governments). The WCTAAA provides an array of services to persons 60 years of age or older. These services may include in-home respite, personal care services, emergency response services, and health maintenance items (such as nutritional supplements and incontinence supplies). Of course, these are only a few examples of the services that we provide to area seniors, as there is always a possibility of the extension of our services, as grant funding allows. Although we are a non-profit agency, our compensation rates are competitive for the local market.

To be considered a contractor to the WCTAAA, applicants must meet the following criteria: be free from debarment of government funds, ensure staff, facility and personnel policies are in compliance with the Americans with Disabilities Act, and maintain insurance that protects the health and safety of clients and employees, and bond employees. Vendors may be a private non-profit, private for-profit or local city/county entity.

***Please print the application, complete in its entirety and submit it via mail or hand-deliver along with a copy of all applicable State and Federal licenses and/or certifications that regulate your business. Applications submitted via email, fax, or otherwise will not be accepted.***

***Once the application has been completed and processed, we will send out a copy of the Contract Agreement.***

**Mail to:**

**West Central Texas Council of Governments  
Area Agency on Aging  
Attn: Brittany Calloway, Nutrition Services Data Specialist  
3702 Loop 322  
Abilene, TX 79602**

Upon receipt and review of your application, we will contact you regarding a possible Contract Agreement. Should you have any questions concerning the completion of the application, please do not hesitate to contact Brittany Calloway at [bcalloway@westcentraltexas.org](mailto:bcalloway@westcentraltexas.org) or (325) 793-8417.

The West Central Texas Area Agency on Aging (WCTAAA) reserves the right in its sole discretion to reject any and all applications.



## **DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION FFY2026-FFY2027**

The West Central Texas Area Agency on Aging (WCTAAA) as designated by the Texas Health and Human Services Commission (HHSC) is the focal point for services to persons 60 or older, their caregivers, and persons under age 60 on Medicare. The AAA administers services funded by the Older Americans Act with emphasis placed on frail, rural, low income and minority individuals. The AAA purchases various services for eligible clients. Services are purchased from appropriate service providers that have completed a Direct Purchase of Service Application packet and executed a Contract agreement.

**Definition of Direct Purchase of Service (DPS):** DPS is a procurement 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 the Title III Programs.

**Eligibility to Apply:** Service providers eligible to apply are private, non-profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

**Debarred/Suspended Parties:** Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

**Application Process:** Interested parties may apply for consideration for participation in the contractor pool by completing and submitting the attached forms. All current contractors must reapply every two years. Incomplete applications will be returned. **The term of this application is for the period October 1, 2025 through September 30, 2027.**

**Maintenance of Records:** Contractors shall retain all financial records, supporting documents statistical records, and all other records relating to its performance for a period of 7 years. All records shall be kept in the contractor's possession and maintained indefinitely IF audit findings, other disputes, or litigation have not been resolved. The contractor shall give WCTCOG/AAA, the comptroller of the United States, and the State of Texas, through any authorized representatives, access to and right to examine all records, books, papers, contracts or other documents related to the purchase of services agreement. Such right of access shall continue as long as such records exist.

Confidentiality: Contractors shall have procedures in place to ensure no information about or obtained from a program participant is disclosed in a form that identifies the person without the informed consent of the person or his/her legal guardian.

Code of Conduct: The contractor will establish safeguards to prohibit employees from soliciting and/or accepting gratuities, favors, or anything of monetary value from participants.

Evaluation: WCTCOG/AAA will periodically evaluate contractor performance in accordance with requirements from the Texas Administrative Codes.

Criteria for Ongoing Evaluation of Contractors:

The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billing with appropriate documentation as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
  - a. If the **5th** day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
  - b. If a holiday falls between the 1st and the 5th calendar day of the month the reports shall be delivered by the 6th calendar day of the month.
  - c. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within the **30th calendar days** of the month following the month in which services were provided.
  - d. Any concerns regarding discrepancies between the invoiced services and payment must be made within **90 calendar days** after payment is mailed.
3. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
4. Ensure that all required insurance(s), certification(s), training(s), or license(s) do not lapse.
5. Provide the AAA, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses.
6. Maintain communication and correspondence concerning program participants' status.
7. 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 or any federal or state authorized

representative's right of access to program participant case records or other information relating to program participants served under this agreement.

8. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year.
9. 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 staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
10. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Contractor acknowledges it is an independent provider, NOT an agent of the AAA. Thus, the Contractor indemnifies and holds harmless the AAA against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
13. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

**WEST CENTRAL TEXAS AREA AGENCY ON AGING  
DIRECT PURCHASE OF SERVICE  
FISCAL YEAR 2026-2027 CONTRACTOR APPLICATION/RENEWAL UPDATE**

**Please type or clearly print application information.**

Contractor Name/Legal Entity Name (as listed on W-9)

DBA (if applicable)

Physical Address:	
Mailing Address:	
Tax Identification Number (SSN or Federal ID):	Fax Number (including area code):
Type of Provider: <input type="checkbox"/> Government Agency <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For Profit <input type="checkbox"/> City Government <input type="checkbox"/> County Government    Other _____	
Authorizing Official:	Title:
Email Address:	Telephone:
Billing Contact Person & Title:	Billing Address:
Email Address:	Telephone:
Number of Years Organization has been in business:	Is Agency Bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>(Attach Certificate of Bonding Insurance)</b>
Has anyone in agency been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, explain:
Does Agency have liability insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Please provide a current copy of your liability insurance.</b>	<b>Attach a copy of all applicable State and Federal licenses and/or certifications that regulate your business.</b>

Does any person in your agency/business have a conflict of interest with a AAA staff, advisory council or board member(s)? YES _____ NO _____  If checked yes, must complete a Conflict of Interest Form.
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Service and Bidding Information:

1. Proposed Service: **Congregate Meals**

A. Service Area:	
B. Proposed AAA cost per unit	Standard cost per unit
<b>AS CALCULATED ON RATE SETTING DOCUMENTS</b>	

2. Proposed Service: **Home-Delivered Meals**

A. Service Area:	
B. Proposed AAA cost per unit	Standard cost per unit
<b>AS CALCULATED ON RATE SETTING DOCUMENTS</b>	

3. Proposed Service: **Transportation**

A. Service Area:	
B. Proposed AAA cost per unit	Standard cost per unit
<b>AS CALCULATED ON RATE SETTING DOCUMENTS</b>	

Service definitions can be found at:

<https://www.hhs.texas.gov/laws-regulations/handbooks/aaa/appendices/appendix-ii-service-definitions-area-agencies-aging>

Additional Attachments:

Signed Assurance of Enactment of an Affirmative Action Plan

Signed Certification Regarding Debarment

Signed Statement indicating compliance with the Civil Rights Act of 1964

I understand that this Direct Purchase of Service Application will be made a part of the final Contractor Agreement.

I certify that the information provided in this application is true and correct to the best of knowledge.

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Printed Name

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Authorized Signature

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Date



## Affirmative Action Plan

The \_\_\_\_\_ hereby agrees that it will enact

(Name of Applicant)

affirmative action plan. Affirmative action is a management responsibility to take 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 the 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 nations origin in all employment practices including hiring, firing, promotion, 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 50 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 on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which 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 of Paid Staff: complete the following based on your current staff:

	Number of Full Time	Number of Part Time
Total Staff:		
Older Persons (60+)		
Minority		
Women		

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**GRANTS AND COOPERATIVE AGREEMENTS WITH  
STATE AND LOCAL GOVERNMENTS**

Section (1)(d): Pre-Award Policies

Debarment and Suspension. Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. Agencies shall establish procedures for the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs to assure that they do not award assistance to listed parties in violation of the Executive Order. Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and subgrantees (including contractors) at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

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

Federal Executive Order 12549 requires the Texas Department of Health and Human Services Commission (HHSC) 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 Health and Human Services Commission (HHSC) 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 Health and Human Services Commission (HHSC) , 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 Health and Human Services Commission (HHSC) may pursue available remedies, including suspension and/or debarment.

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

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

\_\_\_ 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 \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

**THIS CERTIFICATION IS FOR FFY 2026-FFY 2027, PERIOD BEGINNING October 1, 2025 and ENDING September 30, 2027**

## DEFINITIONS

Covered Contract/Grant and Subcontracts/Subgrants.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrants) and are between the Texas Department of Health and Human Services Commission (HHSC) or its agents/grantees and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:

- a. Principal investigators.
- b. Providers of audit services required by the Texas Department of Health and Human Services Commission

(HHSC) or

federal funding source.

- c. Researchers.

## DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

## GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

## INELIGIBLE

Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

## PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

## PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

## PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Department of Health and Human Services Commission (HHSC)  
or federal funding source.
- (3) Researchers.

## PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

## SUSPENSION

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

## VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

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

\_\_\_\_\_ (hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, 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, this 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 the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a 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 the 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.

\_\_\_\_\_  
Applicant

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

\_\_\_\_\_  
Address; City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**WEST CENTRAL TEXAS REGIONAL PLANNING COMMISSION**  
**WEST CENTRAL TEXAS AREA AGENCY ON AGING**  
**Contract No. 10.01.2025**  
**CONTRACTOR AGREEMENT**  
**FFY2026-FFY2027**

\_\_\_\_\_, hereinafter referred to as **Contractor**, and West Central Texas Area Agency on Aging (**AAA**) do hereby agree to provide services effective beginning **October 1, 2025 and ending September 30, 2027**, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Service program and the stated Scope of Services.

The AAA Direct Purchase of Service program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (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 HHSC's AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with 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 provider.

Now and therefore, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

**1. SCOPE OF SERVICES**

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

<u>Service:</u>	<b>Congregate Meals</b>
<u>Service Definition:</u>	A hot or other appropriate meal served to an older person who is eligible in a congregate setting.
<u>Unit of Service:</u>	One Meal.
<u>Service Area:</u>	Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton County



Service: **Home Delivered Meals**

Service Definition: Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) delivered to a person who is eligible in their place of residence. A CNE is required.

Unit of Service: One Meal.

Service Area: Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton County

Service: **Transportation**

Service Definition: Services that provide for, or arrange for, taking an older person from one location to another. Does not include any other activity.

- **Demand or Response:** Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit of Service: One, one-way trip.

Service Area: Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton County

All Texas Administrative Code standards are located at the Texas Secretary of State website:  
[Texas Administrative Code \(state.tx.us\)](https://www.sos.state.tx.us/)

All Older Americans Act and other required rules and regulations are located at  
<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

<https://www.hhs.texas.gov/laws-regulations/handbooks/aaa/area-agency-aging-policies-procedures-manual>

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. Services & Reimbursement Methodology:**

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals			
Home-Delivered Meals			
Transportation			

**2. TERMS OF AGREEMENT**

A. The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billing with appropriate documentation as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
  - a. If the **5th** day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
  - b. If a holiday falls between the 1st and the 5th calendar day of the month the reports shall be delivered by the 6th calendar day of the month.
  - c. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within **30 calendar days** of the month following the month in which services were provided.
  - d. Any concerns regarding discrepancies between the invoiced services and payment must be made within **90 calendar days** after payment is mailed.
3. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
4. Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.
5. Provide the AAA, within 10 days of agency’s receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses.
6. Maintain communication and correspondence concerning program participants’ status.
7. 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 or any federal or state authorized representative’s right of access to program participant case records or other information relating to program participants served under this agreement.
8. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor’s fiscal year.
9. 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 staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

10. Provide standard documents concerning general release of information, medical/health related release (if necessary), client's rights and responsibilities, voluntary contributions, and complaint/grievances and appeals to all program participants. Service will not be authorized until these documents are reviewed and approved by AAA staff.
11. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on the Contractor's invoice.

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 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. Contractor acknowledges it is an independent provider, NOT an agent of the AAA. Thus, the Contractor indemnifies and holds harmless the AAA against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Contractor 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 agrees to:

1. Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor 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 Contractor as requested and as available.
5. Conduct quality-assurance procedures, which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 30 business days of the AAA's receipt of the Contractor's invoice – providing such invoice includes all required attachments, is complete and is accurate.

### 3. ASSURANCES

The Contractor 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. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- J. HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement.
- K. 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.
- L. 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
- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

**4. FOCAL POINT DESIGNATION**

The West Central Texas Area Agency on Aging (WCTAAA) is the focal point for services to persons 60 or older in the West Central Texas Area.

**5. ATTACHMENTS**

- A-Signed W-9
- B-Signed Data Use Agreement
- C- Signed Lobbying Certification
- D-Signed Prohibited Telecommunications and Video Services
- E-Signed HHSC Required Certifications

**6. SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective **October 1, 2025 and ending September 30, 2027.**

\_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Cheek, Executive Director  
West Central Texas Council of Governments

\_\_\_\_\_  
Date

**Attachment B**

Data Use Agreement Form

Subcontractor Agreement Form

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

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

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

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

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

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

**CONTRACTOR (WCTCOG)**

**SUBCONTRACTOR**

**SIGN:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**NAME:** **KELLY CHEEK**

**NAME:** \_\_\_\_\_

**TITLE:** **EXECUTIVE DIRECTOR**

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_

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

## **Attachment C**

### **RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, WCTAAA requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with WCTAAA a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

## Attachment C

### LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Title

---

Agency

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Date

**Attachment D**

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this RFP or any resulting Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

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

**-OR-**

The Respondent hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

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



## Attachment E

### TEXAS HEALTH AND HUMAN SERVICE COMMISSION REQUIRED CERTIFICATIONS

West Central Council of Governments (WCTCOG), in its capacity as the Area Agency on Aging, receives funding through Texas Health and Human Services Commission (THHSC) to carryout various programs under the federal Older Americans Act. WCTAAA's grant agreement with THHSC requires any subcontractors receiving funding under such agreement to certify to the following provisions below. "Subcontractor" herein means the contracting party with WCTAAA to provide goods or perform services, whether referred to as "consultant", "contractor", "subcontractor", "vendor" or other similar term in the Contract above.

1. Subcontractor is in good standing with all state and federal funding and regulatory agencies;
2. Subcontractor is not currently debarred, suspended or otherwise excluded from participating in federal grants;
3. Subcontractor is not delinquent on any repayment agreements related to THHSC funding programs or any federal grant programs;
4. Subcontractor has not had a required license or certification revoked that is necessary to provide the goods or perform services under the above Contract; and
5. Subcontractor is not ineligible to provide goods or services as described in the Contract above;
6. Subcontractor has not had a contract terminated by THHSC; and
7. Subcontractor has not voluntarily surrendered, within the past three years, any license issued by THHSC.

I certify that I certify the entity identified below meets the above requirements.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Agency

\_\_\_\_\_

Date



**HHS Enterprise Data Use Agreement - Attachment 2  
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 calendar days from the date the form is signed for all non HIPAA contracts.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<p><b>1.</b> Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? <b>IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</b></p>	<p align="right"> <input type="radio"/> Yes  <input type="radio"/> No         </p>
<p><b>2. Entity or Applicant/Bidder Legal Name</b></p>	<p>Legal Name:          Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only):          Procurement/Contract#:          Address:          City: State: Alabama ZIP:          Email Address:</p>
<p><b>3. Number of Employees, at all locations, in Applicant Bidder's Workforce</b>          "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.</p>	<p>Total Employees:</p>
<p><b>4. Number of Subcontractors</b>          (if Applicant/Bidder will not use subcontractors, enter "0")</p>	<p>Total Subcontractors:</p>
<p><b>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b>          (Privacy and Security Official may be the same person.)</p>	<p><b>A. Security Official:</b>          Legal Name:          Address:          City: State: Alabama ZIP:          Email Address:</p> <hr/> <p><b>B. Privacy Official:</b>          Legal Name:          Address:          City: State: Alabama ZIP:          Email Address:</p>

<p><b>6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</b></p> <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) data</li> <li>• Criminal Justice Information Services (CJIS) data</li> <li>• Internal Revenue Service Federal Tax Information (IRS FTI) data</li> <li>• Centers for Medicare &amp; Medicaid Services (CMS)</li> <li>• Social Security Administration (SSA)</li> <li>• Personally Identifiable Information (PII)</li> </ul>	<p>HIPAA <input type="checkbox"/></p>	<p>CJIS <input type="checkbox"/></p>	<p>IRS FTI <input type="checkbox"/></p>	<p>CMS <input type="checkbox"/></p>	<p>SSA <input type="checkbox"/></p>	<p>PII <input type="checkbox"/></p>
<p>Other (Please List)</p>						
<p><b>7. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b></p> <p>Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.</p> <p>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.</p>						<p>Total # (Sum a-d)</p>
<p><b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.</p>						
<p><b>b. Servers.</b> Number of servers that are not in a data center or using Cloud Services.</p>						
<p><b>c. Cloud Services.</b> Number of Cloud Services in use.</p>						
<p><b>d. Data Centers.</b> Number of Data Centers in use.</p>						
<p><b>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b></p>						<p>Select Option</p>
<p><b>a.</b> 499 individuals or less</p>						<p><input type="radio"/> a.</p>
<p><b>b.</b> 500 to 999 individuals</p>						<p><input type="radio"/> b.</p>
<p><b>c.</b> 1,000 to 99,999 individuals</p>						<p><input type="radio"/> c.</p>
<p><b>d.</b> 100,000 individuals or more</p>						<p><input type="radio"/> d.</p>
<p><b>9. HIPAA Business Associate Agreement</b></p>						<p>Yes or No</p>
<p><b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA covered HHS agency for a HIPAA covered function?</p>						<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)</p>						<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><b>10. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."</p>						<p>Yes or No</p>
<p><b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?</p>						<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?</p>						<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><b>11.</b> Does Applicant/Bidder have any <b>Optional Insurance</b> currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage</p>						<p><input type="radio"/> Yes <input type="radio"/> No</p>

## SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

1. <b>Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<b>a.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>b.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>c.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>d.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): <ul style="list-style-type: none"> <li>i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;</li> <li>ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &amp;</li> <li>iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?</li> </ul>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>e.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<b>f.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>g.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up to date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>h.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>i.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>j.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>k.</b> If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit HHS Confidential Information outside of the United States of America, will Applicant/Bidder obtain the express prior written permission from the HHS agency and comply with the HHS agency conditions for safeguarding offshore HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<b>i.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>m.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>n.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>2.</b> Does Applicant/Bidder have a current Workforce training program?  Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>3.</b> Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?  "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>4.</b> Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

## SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

<p><b>1.</b> Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information are maintained <b>IN</b> the United States (no offshoring) unless <b>ALL</b> of the following requirements are met?</p> <ul style="list-style-type: none"> <li>a. The data is encrypted with FIPS 140 2 compliant encryption</li> <li>b. The offshore provider does not have access to the encryption keys</li> <li>c. The Applicant/Bidder maintains the encryption key within the United States</li> <li>d. The Application/Bidder has obtained the express prior written permission of the HHS agency</li> </ul> <p><i>For more information regarding FIPS 140 2 encryption products, please refer to:  <a href="https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2">https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2</a></i></p>	<p><input type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2.</b> Does Applicant/Bidder utilize an IT security knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>3.</b> Does Applicant/Bidder monitor and manage access to HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>4.</b> Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store HHS Confidential Information.</p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p>	<p><input type="radio"/> Yes  <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, <b>FIPS 140-2</b> compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140 2 encryption products, please refer to: <a href="https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2">https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2</a></i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access HHS Confidential Information, and remote access is limited to Authorized Users).</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p><b>10.</b> Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is <i>transmitted</i> over a public network (e.g., the Internet, WiFi, etc.).</p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, <b>FIPS 140-2</b> compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140 2 encryption products, please refer to: <a href="https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2">https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2</a></i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11.</b> Does Applicant/Bidder use encryption products to protect HHS Confidential Information stored on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, <b>FIPS 140-2</b> compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140 2 encryption products, please refer to: <a href="https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2">https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2</a></i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>12.</b> Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>13.</b> Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>14.</b> Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information with a subcontractor (e.g. cloud services, social media, etc.) unless HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<b>15.</b> Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>16.</b> Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up to date anti malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>17.</b> Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up to date anti malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>18.</b> Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up to date anti malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

**SECTION D: SIGNATURE AND SUBMISSION**

*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

**1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify HHS of this immediately.**

<b>2.</b> Signature	<b>3.</b> Title	<b>4.</b> Date
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To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate HHS Contract Manager.

**SECTION E: TO BE COMPLETED BY HHS AGENCY STAFF:**

Agency(s): HHSC: <input type="checkbox"/> DADS: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/>		Requesting Department(s):											
Legal Entity Tax Identification Number (TIN) (Last Four Only): <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												PO/Contract(s) #:	
Contract Manager:		Contract Manager Email Address:	Contract Manager Telephone #:										

West Central Texas Council of Governments/  
Area Agency on Aging

Direct Purchase of Services Program

The West Central Texas Council of Governments/Area Agency on Aging (AAA) is one of twenty-eight in the state of Texas. The AAA functions in accordance with the rules and regulations of the Older Americans Act of 1965, as amended, and State Standards of the Texas Department on Aging.

The AAA Mission is to:

- Develop a comprehensive and coordinated system to serve older individuals,
- Plan for the provision of supportive services in order to secure and maintain maximum independence and dignity in the home environment,
- Remove individual social barriers to economic and personal independence,
- Provide a continuum of care for vulnerable older individuals, and to
- Secure the opportunity for older individuals to receive managed in-home and community based long-term services.

To accomplish this mission, the AAA operates a comprehensive and coordinated Direct Purchase of Services (DPS) program. Each older individual enrolled into this program is thoroughly assessed for unmet needs and possible eligibility for other state or federal programs. Individuals whose needs cannot be fully met through existing community programs, but are available within the AAA, are served by a network of DPS vendors and inter-agency agreements.

Community networking to enhance inter-agency communication and coordination to prevent duplication is a AAA priority. Through these efforts the AAA is identified as a safety net of service provision, filling the gaps of the social services system in this Planning Service Area (PSA).

The DPS program strives to provide supportive services to maximize elder independence and dignity. Services include: Health Maintenance, Congregate & Home Delivered Meals, Transportation, Home Health Services, Residential Repair, Income Support, Emergency Response, and Chore Maintenance. Attachment #1 lists current vendors providing these services.

Through the DPS program the AAA has greater controls to ensure:

- Inter-agency communication & coordination
- Client continuum of care
- Increased competition
- The highest quality of services
- Federal & State funds track community need
- Prevent service duplication

- Accuracy of client data
- Serve target populations

The following processes detail the AAA procedures for the DPS program:

### **Service Budget Targets**

Each fiscal year the AAA Advisory Council considers staff recommendations for DPS service categories and budget target amounts. AAA Staff develop recommendations for the Council from a variety of sources, such as, recent needs assessments, historical data, community resources and general information gathered by attending inter-agency meetings. Based on information received budget amounts are developed by service category and are presented to the Council for review and approval.

Resulting target amounts from Council meetings are then presented to the West Central Texas Council of Governments Board of Directors. Approved budget targets are then entered into the Abila by service category.

The DPS program allows the greatest funding flexibility. As community needs shift within a fiscal year, or if initial targets miscalculated needs in any given service category, funds can be shifted to track community need. The AAA has the authority (established by the West Central Texas Council of Governments Board of Directors and the AAA Advisory Council) to shift up to 40% between service categories of Title III-C1 and Title III-C2. Shifts of greater amounts must follow initial approval procedures identified in the preceding paragraphs.

### **Vendor Application**

The AAA utilizes a modified Open Vendor Enrollment for all services to provide clients with maximum choice and increase local competition. When a Vendor Application is requested from a new vendor a AAA Briefing is scheduled. During this meeting the following items are discussed in great detail:

- Premise of the Older Americans Act
- TDoA Standards
- License requirements
- Unit Rates
- AAA Mission
- DPS Program goals and procedures
- Vendor outreach rewards
- AAA Network

Prospective vendors are encouraged to take all information back to their staff and ensure that their mission and goals are appropriate for the AAA DPS network. If the answer is Yes – the prospective vendor is encouraged to submit the application.

Vendor applications are reviewed by the AAA Access and Assistance staff for proper licensure, bonding, capabilities, unit rates, conflicts of interest, etc. Favorable applications are sent to the

AAA Advisory Council Quality Assurance Committee for recommendation to the full Council. Favorable applications are presented to the full Council based on Committee recommendation. Vendors approved by the full Council are enrolled into the program.

Attachment #2 is a blank DPS Application and the following required documents:

- Executive Director Vitae
- Agency Quality Assurance and Grievance Policy
- Signed Statement indicating compliance with the American Disabilities Act
- Signed Statement indicating compliance with the Civil Rights Act of 1964
- Signed Statement indicating compliance with the Rehabilitation Act of 1973
- Signed Certification Regarding Debarment

### **Vendor Agreement**

Vendor Agreements initially state the term of the agreement (usually based on the fiscal year) and by which licensure standards the service will operate. Services to be purchased are listed as defined by the TDoA. Information and Assistance and Outreach service definitions are included in each agreement with the exception of Restaurant programs and general contractors for Residential Repair services. Unit rate reimbursement is based either on the Texas Department of Human Services unit rates, the Medicaid rate for same/similar services or a fair current market rate.

Vendor Agreements are amended as needed within a fiscal year. Refer to Attachment #3 for a copy of a basic agreement and amendment.

### **Vendor Orientation**

The Client Services Coordinator schedules private orientations with vendor staff (front line staff, billing staff and management). The training consists of a thorough orientation to the purpose and objectives of the Older Americans Act, TDoA Standards and AAA policies and procedures.

The following details information provided regarding AAA policies and procedures:

- AAA Target Populations
- Budget Targets and Outreach
- AAA Intake
- Request for Services
- AAA Impairment Assessment
- Nutritional Assessment (if applicable)
- Service Authorization/Suspension or Termination
- Assessment Annual Due Dates
- AAA Network of vendors and services
- Client Contribution Policy
- AAA Grievance Policy
- Reporting Client Changes (Form 2067)

- Billing Process and Forms
- Source Data
- Expenditure Report

To promote efficiency throughout the system, the AAA is committed to keeping DPS processes as streamlined as possible. In determining what source data (documentation that verifies service provision) will be necessary for any vendor or service category, the AAA will review all documents currently utilized by the vendor. In situations where existing vendors forms can be utilized – the AAA will accept and utilize the form. In cases where this is not the case, the AAA shall develop or require a vendor to use another agency’s form.

### **Vendor Outreach and Information & Assistance**

Vendors are encouraged to conduct outreach activities within their respective service provision and information and referral to all AAA clients. Through outreach vendors identify possible AAA clients within target populations. Vendor front line staff contact their assigned AAA Access & Assistance contact person to discuss a particular client’s situation. Based on the client’s situation and the availability of funds in that service area, the AAA staff will authorize the vendor to conduct and complete a AAA Client Assessment and Request for Services for AAA eligibility determination.

Should funds not be available to even allow a client assessment to be conducted, the AAA staff are required to provide standard Information and Assistance.

The AAA requires all vendor to provide Information and Assistance back to the AAA for all services within the network. Referral is made back to their AAA contact or the AAA Information & Referral Specialist for assistance. If the service needed is not a network service, but the vendor is aware of a community resource they are expected to make and follow up on the referral. This ensures the communications and quality of services of the AAA network.

### **Client Assessment / Request for Services**

The AAA staff contact promptly reviews the Client Assessment/Request for Services forms upon receipt to determine eligibility and availability of funds. When necessary, the AAA will contact the vendor for additional information to determine eligibility. Should further clarification of the situation or additional information be needed, AAA staff schedule a joint home visit with the vendor to evaluate the client.

The AAA must receive an original Client Assessment prior to service authorization, as internal policy requires a client signature to validate information and client authorization to share information with other vendors to meet identified needs. In urgent situations, a fax of the form is allowed to initiate the process of authorizing services. However, the original form must be received within 5 working days of service initiation.

### **Individual Service Authorization**

Services are authorized based on information received in the Client Assessment, the Request for Services and the availability of funds. The authorizing AAA staff enters the client data and



authorization into WellSky documenting an effective date, end date and total units authorized. Service Authorization for on-going in-home services extends through the remainder of the fiscal year based on client continued need and the availability of funds. The Client Authorization with AAA signatures is sent to the vendor for their records.

### **Reporting Changes**

Vendors are required to promptly notify their AAA contact when a client's status changes. Situations that warrant an adjustment in units of service are to be documented in writing. The AAA will allow notification through the DHS Form 2067, in RIO (the online Regional Information Organization) or vendor letterhead. Client status changes are filled in the clients file and the documentation field in WellSky.

Homemaker and Personal Assistance vendors are required to meet licensure standards which require a quarterly supervisory assessment. Copies of these assessments are to be sent to the AAA contact. If an adjustment in units is warranted and authorized, a new Monthly Authorization is sent to the vendor highlighting the adjusted units.

### **Vendor Billing**

Vendor billings are due in the AAA offices by the 5<sup>th</sup> day of the month following service provision. Vendor billings are to include all source data or information that "backs up" the total units billed. Incomplete billings are held and vendors are contacted to promptly provide the additional or correct information for verification and processing.

### **AAA Billing Processing**

The vendor billing – actual units of service provision are reconciled against authorized units in WellSky. The AAA staff contact shall prepare vendor billings based on actual units submitted by the vendor. Actual units are reconciled against units authorized through the Monthly Expenditure Report in WellSky. Once units are reconciled, a Monthly Expenditure Report is printed and attached to the vendors Check Request for reimbursement. All verification (back up) is also attached.

The Check Request is signed by the AAA staff who prepared the billing as the Requestor. Staff signature indicates that the AAA is requesting the WCTCOG Finance Department to issue a check for the stated number of units at the stated unit rate for the stated amount. The signed Check Request and Monthly Expenditure report are submitted to Finance for payment. Billings without proper signatures are to be promptly returned to the AAA.

### **Finance Department Billing Process**

AAA staff compile the vendor billing – the Check Request, Monthly Expenditure Report and back up (Attachment #5) which is filed in the vendor binder. Finance completes their processes, to include the completion of the 269 and the draw down of funds. Upon receipt of funds, vendor checks are released and sent to vendors.

### **Sanctions Policy**

The DPS billing process allows for very precise monthly financial desk reviews of vendor practices. Billings that contain excess units are reconciled down to authorized units with written notice stating that an excess billing was submitted. If a specific vendor consistently bills in excess a written notice is sent explaining proper procedures and offers technical assistance. If excess billing continues beyond technical assistance, the vendor is dropped from the roster and services are no longer purchased.

The same process is utilized in situations where service provision is not in compliance with standards or AAA expectations.

### **Quality Assurance Survey**

Once each fiscal year a Quality Assurance Survey is conducted for all services and vendors. Information gathered from these surveys is used to justify Vendor Agreement renewal. Information that is inconsistent or negative is followed up with the vendor for correction. Situations that are not corrected, endanger client safety, or violate State or Federal Standards fall into sanction.

### **Tracking System**

- WellSky - data
- Abila – fiscal

**Request for Taxpayer  
Identification Number and Certification**

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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