

## Vendor Application Requirements

- A. Purpose- Vendor applications are for the provision of services on a Direct Purchase of Service (DPS) basis to qualified participants eligible to receive services under Title III of the Older Americans Act of 1965, as amended, and state general revenue of funds.
- B. Eligibility to apply- Organizations eligible to be included in the Vendor Pool are private non-profit, private for profit, and local city/county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.
1. For profit Applicants: Private for-profit entities applying to be included in the Vendor Pool will not require approval by the Texas Department of Aging and Disability Services prior to beginning of service delivery.
  2. Debarred/Suspended Parties: Debarred or suspended parties from participating in contracting with the federal government are ineligible to be included in the Vendor Pool and are excluded for participation in this program as it is assisted by federal funding.
  3. Conflict of Interest: Area Agencies on Aging (AAA) and their governing Boards shall seek to avoid conflict of interests, in fact and perception, and provide proper notification when potential conflict of interest does occur.
  4. Litigation: Applicant must disclose any pending litigation related to the delivery of the proposed service or services.
- C. Contact Person- The person to be contacted regarding the particulars detailed in this application is as follows:
- Lower Rio Grande Valley Development Council  
Area Agency on Aging  
301 W. Railroad St.  
Weslaco, Texas 78596  
Telephone: (956) 682-3481  
**ATTN: Victor Morales, Procurement Director**
- D. Definition of Direct Purchase of Service (DPS)- DPS is a contracting methodology for the purchase of services on a client by client basis in lieu of annualized contracting or a fixed sum basis. It is a procurement methodology that provides flexibility in the purchasing of services for participants in Title III Programs. Vendors are identified through the solicitation process and a formalization of their status in a vendor pool is accomplished by issuance of an agreement.
- E. Contract Periods- Vendors are identified through the solicitation process and a formalization of their status in a vendor pool is accomplished by issuance of a written agreement.
- F. Application Process- Interested parties may apply for consideration in the vendor pool by submitting a completed and signed direct purchase application and signed originals of standard assurances required by the federal and state law regarding compliance with Section 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, American with Disabilities Act of 1992 and other assurances deemed appropriate by the Area Agency on Aging. Copies of these documents are attached for your information.

G. Technical Assistance to Potential Vendors- Persons needing technical assistance may call the office at (956) 682-3481.

H. Submission- Applications received will be considered for inclusion in the direct service purchase vendor pool for FY 2015, starting October 1, 2014 through September 30, 2015.

1. Applications must be typed or printed, complete and technically accurate at the time of submission. Applications should be submitted (original and copy) on standard white paper and be clipped together rather than stapled, in a sealed envelope.
2. Applications may not be faxed. Applications may be mailed or hand-carried to the contract office. If hand-carried, ensure the envelope must contain the words:  
**SOLICITATION FOR VENDORS TO BE OPENED BY AUTHORIZED PERSONS ONLY**
3. Applications inadvertently opened by unauthorized persons will be resealed. The date and the name of the person shall be entered on the back of the envelope. This procedure is essential to preclude possible compromise of the response to the SFV.
4. The application will conform to the formats provided as attachments. Sufficient detail should be provided to adequately present the information requested.
5. All copies will be signed by the Executive Director, Chairman of the Board or other authorized official.
6. Submit sample price listing for items to be covered under this vendor application, if applicable.
7. A cover letter will accompany the response to the SFV and identify it as the official response to the Area Agency on Aging solicitation for vendors, citing the date of publication of the SFV.

I. Review Criteria- Proposal will be reviewed to determine if the following submission criteria was met. The following are examples of factors which may be used to evaluate the ability of the applicant to provide the services needed:

- Unit rate per unit of service;
- Service capacity;
- Responsive to participant needs;
- Background or history of acceptable performance;
- Cost effectiveness;
- Quality of service;
- Capacity to provide service in specified geographic areas.

J. Certification of Acceptance- Certification of acceptance by the Area Agency on Aging of the vendors, which have qualified to be members of the service provider pool, may be formalized by a written agreement. Each of the agreements should consist of at least the following information:

- Names of the parties to the agreement;
- Purpose of the agreement;
- Objectives of the agreement;
- Duties and responsibilities of the Area Agency on Aging;
- Duties and responsibilities of the vendor;
- Special conditions (special diets, etc.);
- Signature of the participants to the agreement.

- K. Maintenance of records- The vendor shall retain all financial records, supporting documents, statistical records and all other records relating to its performance. All records shall be kept in the vendor's possession and maintained indefinitely if audit findings or other disputes or litigation have not been resolved. All financial records, supporting documents, statistical records and all other records relating to the vendor's performance will be maintained. If required, components of the Texas Department of Aging and Disability Services (TXDADS) Client Information System will be used to acquire and maintain programmatic and fiscal records. The vendor shall give the Area Agency on Aging, the comptroller general of the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts or other documents related to the purchase of service agreement. Such right of access shall continue as long as such records, or any of them, are in existence.
- L. Evaluation- Area Agency on Aging will conduct periodic program evaluations or reviews of vendors in accordance with the memo or letter of agreement.
- M. Non-Discrimination- Vendors shall comply with Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 (29 USC 621 et.seq.), and the Americans with Disabilities Act of January 24, 1992.
- N. Drug Free Workplace- Vendors shall assure compliance with federal and state drug-free workplace laws and requirements (Federal Drug-Free Workplace Act of 1988 and Texas Senate Bill 1-1991).
- O. Confidentiality- Vendors shall have procedures to ensure no information about an older person or obtained from an older person, is disclosed in a form that identifies the person without the informed consent of the person or his/her legal representative. Confidentiality must meet HIPPA requirements.
- P. Service Charges- A contractor may not charge a participant in order to receive services.
- Q. Appeals Procedures- The rules of the Texas Department of Aging and Disability Services, published as 40 TAC 257.71. Appeal Procedures for Service Providers and Applicants, et. seq., will be used as the appeals process for all disputes and appeals of all unsuccessful vendors. A copy will be made available upon request.

The following documents (included in Direct Purchase of Service packet) must be included with the proposal:

- Request for Taxpayer Identification Number and Certification (W-9);
- Non-Conflict of Interest Certification;
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Grants;
- Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973;
- Assurance of Compliance with the Texas Health and Human Services Commission Regulation under Title IV of the Civil Rights Act of 1964;
- Certificate of Signatory Authority;
- A statement from applicant disclosing any pending litigation related to the delivery of the proposed service or services (not included);
- Valid Proof of liability Insurance;
- Valid State license and/or accreditation: if licensee accreditations have expired, submit renewal by October 1<sup>st</sup> 2014 or fifteen (15) business days upon renewal.

## SERVICE DESCRIPTIONS

**TRANSPORTATION:** Transportation service is defined as taking a person age 60 or over from his/her residence to any health service facility and back to his/her residence. Provider must indicate whether the service is door to door, door to curb, or curb to curb. A unit of service is defined as a one-way trip.

**RESIDENTIAL REPAIR:** Repairs or modifications of client occupied dwellings, which are essential for the health and safety of the occupants. Residential Repair will address the following categories: Structural; Accessibility Modifications, Weatherization; Safety and Security Modifications; Yard Work and Home Maintenance. A unit of service is defined as one unduplicated dwelling unit repaired occupied by an elderly (60+) head of household.

**MEDICATIONS & SUPPLIES:** Medications is defined as any over the counter and prescription medications. A unit of service is defined as but not limited to: diapers, feeding devices, bandages, or dressings, liquid nutritional supplements, glasses, dentures, hearing aides, etc.

**DURABLE MEDICAL EQUIPMENT:** Durable Medical Equipment is defined as any leased or purchased equipment that will maintain a client in a home environment (such as but not limited to: wheelchair, walker, hospital bed, or bedroom commode).

**EMERGENCY RESPONSE:** Emergency Response is defined as the usage of a monitoring device to maintain a client in a safe home environment. Unit of Service defined as initial installation and monthly fee, limitations: 90 days per client. Does not include purchase of equipment.

**HOME HEALTH SERVICES:** Defined as any service provided by a licensed home health aide, primary home care, homemaker and personal assistance, etc. Units of service may be on a per visit or hourly basis, whichever will be more appropriate.

**DENTAL SERVICES:** Oral examinations and denture work.

**OPTOMETRY SERVICES:** Examinations and implements.

**HEARING SERVICES:** Examinations and implements.

**RESPIRE CARE:** Services to enable Caregivers to be temporarily relieved from their Caregiver responsibilities.

1. **In-home Respite Care**- An array of services provided to dependent older persons who need supervision. Services are provided in the client's home environment on a short-term, temporary basis while the primary caregiver is unavailable or needs relief. In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care and/or social and recreational activities.

2. **Institutional/Facility Based Respite Care**- An array of services provided in a congregate or residential setting (hospital, nursing home, adult day care center) to dependent older persons who need supervision. Services are offered on a short-term, temporary basis while the primary caregiver is unavailable or needs relief. In addition to supervision, services may include, when appropriate, meals, social/recreational activities, personal care, monitoring of health status, medical procedures, and/or transportation.

## NON-CONFLICT OF INTEREST CERTIFICATION

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part):

1. A person who is currently an employee of the LRGVDC Area Agency on Aging, board member or Area Agency on Aging council member? ( ) Yes ( ) No
  
2. A person who is currently an employee of the LRGVDC Area Agency on Aging, board member or Area Agency on Aging advisory council member whose last day of duty with the LRGVDC was within the past two years? ( ) Yes ( ) No
  
3. A person who is related (see relationship key below) to a current employee of the LRGVDC Area Agency on Aging board member or Area Agency on Aging advisory council member? ( ) Yes ( ) No
  
4. A person who is related to a current employee of the LRGVDC Area Agency on Aging, board member or Area Agency on Aging advisory council whose last Day of duty with the LRGVDC was within the past two years? ( ) Yes ( ) No

	Wife	Brother	Stepdaughter	Spouse's sister
Relationship	Husband	Sister	Stepson	Spouse's brother
Key	Father	Son	Mother-in-law	
	Mother	Daughter	Father-in-law	

I certify that the information above is complete, true and correct to the best of my knowledge. I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of services and may cause contract termination.

Signature of Authorizing Official	Title	Date
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CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

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

In this certification “contractor/grantee” refers to both contractor/grantee and subcontractor/sub grantee: “contract/grant” refers to both contract/grant and subcontract/sub grant.

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered to. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services (TDADS) may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to whom 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 of agency, and/or the Texas Department of Aging and Disability Services (TDADS) as applicable.

Do you have or do you anticipate having subcontractors/sub grantees under this proposed contract? \_\_\_\_\_ YES \_\_\_\_\_ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Grants” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.
  
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of record in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services (TDADS) 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 of 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 for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

THIS CERTIFICATION IS FOR FY 2015

PERIOD BEGINNING **Oct. 1, 2014** AND ENDING **Sept. 30, 2015**



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

(Name of Applicant Agency) \_\_\_\_\_ (Hereinafter called the "Subcontractor") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end, that in accordance with Title VI of the Act and the Regulation, no person in the United States shall on grounds of physical condition, age, race, color, creed, 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 Subcontractor receives Federal financial assistance from the Lower Rio Grande Valley Development Council, recipient of Federal financial assistance from the Texas Department of Aging and Disability Services (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measure 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 Subcontractor by the Grantor, this assurance shall obligate the Subcontractor or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services and benefits. If any personal property so provided, this assurance shall obligate the Subcontractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subcontractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given 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 Subcontractor by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subcontractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Subcontractor, its successors, transferee and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subcontractor.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ASSURANCE OF COMPLIANCE  
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

(Name of Applicant Agency) \_\_\_\_\_ (Hereinafter called the "Subcontractor") HEREBY AGREES THAT as a condition for receiving Federal assistance under the Older Americans Act of 1965, as amended, it will comply with Section 504 of the Rehabilitation Act of 1973. The Subcontractor assures that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance administered by the Texas Department of Aging and Disability Services and the Lower Rio Grande Valley Development Council and further assures that it will conduct and program or operate any facility so assisted in compliance with all of the requirements imposed by the Regulation, or any directive issued pursuant to that Regulation.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_