

**SERVICE CONTRACTORS  
REQUEST FOR PROPOSAL INSTRUCTIONS  
FOR FY 2027  
DALLAS AREA AGENCY ON AGING**

**PURPOSE**

The Community Council of Greater Dallas (CCGD) do hereby agree to provide services effective beginning October 1, 2026, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Health and Human Services (HHS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. The 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 HHS’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 Contractor.

DAAA is seeking proposals from qualified Service Contractors to provide:

- Chore Maintenance
- Health Maintenance
- Legal Assistance
- Personal Assistance
- Residential Repair
- Respite in Home
- Respite out of Home
- Respite out of Home, Overnight
- Respite - Voucher
- Transportation (ability to transport people who use wheelchairs required)

**EVENT SCHEDULE**

**DATE**

RFP Issued	Thursday, June 11, 2026
Pre-Proposal Conference Held-Zoom	Friday, June 12, 2026, 10:00-11:00 AM
<b>RFP Submissions Due</b>	<b>Wednesday, July 1, 2026, by 5:00 PM</b>
Proposals Evaluated	July 1 – July 31, 2026
Funding Decisions Made	Friday, July 31, 2026
Agreements Begin	October 1, 2026

## **RFP SUBMISSION INSTRUCTIONS**

Proposal responses must be received in the Community Council of Greater Dallas office by mail or hand-delivered no later than **Wednesday, July 1, 2026 at 5:00 p.m.** Responses must be received at the address below, marked as "Confidential," and identified as "DAAA FY2027 Proposal" in the bottom left-hand corner of each envelope.

Submit to:

Community Council of Greater Dallas  
Attn: Nancy Wilson- Contracts Department  
1341 W. Mockingbird Ln., Suite 1000W  
Dallas, TX 75247

For mailed proposals a return receipt is recommended. Hand-delivered proposals should be delivered directly to the CCGD office and a hand receipt requested. Faxed proposals will not be accepted. CCGD reserves the right to reject electronic mail, fax, and late responses.

Proposal information is restricted and not publicly available until after award of an agreement. All documents associated with the RFP, unless proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained during the course of this RFP will become the property of CCGD.

All proposals must be signed by a person who is authorized to sign agreements on behalf of the entity submitting the proposal.

## **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A proposal that is in the possession of CCGD may be modified by letter or fax transmission bearing the signature of the person authorized for bidding, provided it is received prior to the submission deadline.

A proposal that is in the possession of CCGD may be withdrawn by the person authorized for bidding, either in person or by written request, up to the time of the submission deadline.

## **PERIOD OF PERFORMANCE**

Agreements awarded for all services included in this RFP begin on October 1, 2026 and terminate September 30, 2027. CCGD may decide to issue one-year agreement extension for **FY 2028** to grantees who have satisfied the terms of their agreements. CCGD reserves the right to renegotiate remuneration for **FY 2027** services prior to the issuance of **FY 2028** agreement extension.

## **REMUNERATION**

Submit billings with appropriate documentation as required by the AAA by the close of business on the **sixth (6th)** day of each month following the last day of the month in which services were provided.

If the **sixth (6th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.

Billing and appropriate documentation received by the above-mentioned date will be processed for payment within 45 business days of receipt of the request by the AAA.

The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.

No reimbursement for services provided will be made if contractor payment invoices are not submitted to the AAA within 45 days of service delivery.

***Document required match (10%) on all invoices submitted for payment.***

***Caregiver Supplemental Services required match (25%)***

## **SELECTION CRITERIA**

Proposals will be evaluated on the following criteria:

- Potential service effectiveness (level of experience or demonstrated capability for administering proposed service, track record on quality customer service, consistency with governing laws and regulations and AAA requirements, provides service throughout Dallas County)
- Provides favorable rates and has ability to meet or exceed required 10% and/or 25% match
- Responsiveness to application – degree to which required documents are provided and technically correct for service category

## **APPEAL PROCESS**

Any applicant denied a service contractor agreement has the right to appeal that decision.

Appeal procedures are available through the Dallas Area Agency on Aging; dsoler@ccadvance.org

## **AGREEMENT AWARD**

The award of any agreement based on proposals received in response to this RFP is contingent on CCGD receiving adequate Title III funds from the Texas Health and Human Services (HHS). CCGD reserves the right to award an agreement without further negotiation of proposal content or budget. Therefore, the proposals must be complete and technically correct at time of submission.

Changes in state and/or federal legislation may result in a requirement to re-negotiate agreements at any time. Any costs incurred by the Proposer prior to the commencement date of an agreement may not be paid from agreement funds and will not be reimbursed by CCGD.

This RFP does not obligate CCGD to award an agreement or to procure or contract for services. CCGD reserves the right to reject any or all proposals received in response to this RFP.

## **RECORDS MAINTENANCE**

Service Contractor must maintain fiscal records and supporting documents for all expenditures of funds under this grant in a manner which conforms with reasonable requirements of DAAA and with generally accepted accounting procedures.

## **The Service Contractor shall comply with:**

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

All Older Americans Act and other required rules and regulations are located at

[Home Page | ACL Administration for Community Living](#)

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)  
[Title VI of the Civil Rights Act of 1964 | CRT | Department of Justice](#)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)  
[Microsoft Word - FS - Rights Under 504 - English - Revised 2006.doc \(hhs.gov\)](#)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)  
[42 USC CHAPTER 126, SUBCHAPTER II: PUBLIC SERVICES \(house.gov\)](#)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)  
[Federal Register :: Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance From the Department of the Treasury](#)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)  
[Federal Register :: Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County](#)

- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)  
<https://www.govinfo.gov/content/pkg/USCODE-2009-title7/html/USCODE-2009-title7-chap51.htm>
- G. Drug Free Workplace Act of 1988  
[Drug-Free Workplace Act of 1988 - Wikipedia](#)
- H. Texas Senate Bill 1 - 1991, as applicable  
[Texas Legislature Online - Legislation](#)
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement  
[Texas Administrative Code | Texas Health and Human Services](#)
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect  
[45 CFR 92.35 - Subawards to debarred and suspended parties. - Content Details - CFR-2004-title45-vol1-sec92-35 \(govinfo.gov\)](#)
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Program  
[Home - Centers for Medicare & Medicaid Services | CMS](#)
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs  
[Provider Letter 11-07 –Annual Checks of the Employee Misconduct Registry \(EMR\) and Nurse Aide Registry \(NAR\) \(Replaces Provider Letter 10-38\) \(texas.gov\)](#)

#### **GENERAL TERMS AND CONDITIONS**

- A. CCGD reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time.
- B. A response to this Request for Proposal (RFP) does not commit CCGD to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response. CCGD reserves the right to negotiate the final terms of any and all contracts with proposers selected. Such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet agency needs.
- C. CCGD reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. CCGD will provide notification of such changes to all proposers recorded in the official record as having received or requested an RFP.
- D. CCGD reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers.
- E. CCGD reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of the purchase agreement award.
- F. CCGD reserves the right to withdraw or reduce the amount of an award, or to cancel any agreement resulting from this procurement if adequate funding is not available.
- G. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of CCGD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- H. No employee, officer or agent of CCGD shall participate in the selection, award or administration of an agreement if a conflict of interest, real or apparent, exists.
- I. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.

- J. All proposals submitted must be an original work product of the proposers. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.
- K. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit CCGD to pay for costs incurred prior to the execution of a formal contract.
- L. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to CCGD as a result of the proposer's failure to contract may be recovered from the proposer.
- M. An agreement with the selected service contractor may be withheld at sole discretion if issues of agreement compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of agreement may be withdrawn by CCGD if resolution is not satisfactory to CCGD.
- N. CCGD is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.
- O. At all times during the term of an agreement with CCGD, the service contractor shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements as required by law and shall require all service contractors or contractors performing work for which the same liabilities may apply under this contract to do likewise. The service contractor may cause the insurance to be affected in whole or in part by the service contractor or contractors under the terms of their agreements. DAAA reserves the right to waive or modify insurance requirements at its sole discretion.
- P. Service Contractor covenants and agrees to indemnify, hold harmless, and defend CCGD, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the provider, its officers, agents, servants, employees, service contractors or contractors, and the service contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the service contractor, its officers, agents, servants, employees, service contractors or contractors to the extent permitted by law.
- Q. Confidential or proprietary information of the proposer will not be disclosed to the proposer's competitors. The proposer shall clearly identify in its response elements of the proposal that are considered proprietary. The proprietary information shall be separated from the rest of the proposal. Neither the proposal, in its entirety, nor the proposal price can be considered confidential or proprietary. All proposals are subject to terms of open records regulations. However, they are not available to the public until after award of the agreement.

## FY2027 DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION

The Area Agency on Aging of Dallas County (AAA) is designated by the Health and Human Services (HHS) to be the focal point for services to persons 60 or older within the AAA's region. The AAA administers services funded by the Older Americans Act (OAA) with emphasis placed on older individuals who are frail, rural, low income and minority individuals. The AAA purchases various short-term services for eligible clients. Services are purchased from appropriate Service Contractors that have completed a Direct Purchase of Service (DPS) Application form and, if selected, have executed a Service Contractor Agreement with the AAA.

**Eligibility to Apply:** Organizations eligible to apply include private non-profit, private for-profit, and local city-county governmental entities, that 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.

**Definition of Direct Purchase of Service (DPS):** DPS is a contracting methodology for the purchase of services by the AAA on a 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 OAA Programs.

**Application Process:** Interested parties may apply for consideration for participation in the Service Contractor pool by submitting a completed and signed direct purchase of service application, including all required attachments, and certification regarding debarment. If the application is selected, a Service Contractor agreement will be executed.

**Deadline Date/Time:** Wednesday July 1, 2026 5:00 PM

**Matching Funds:** Service Contractors are required to provide matching funds of at least ten percent (10%) of the total cost per unit, Caregiver Services (25%). Match may be provided as cash, in-kind, and/or discounted rate.

### Criteria for evaluating service contractors:

- Potential service effectiveness (level of experience or demonstrated capability for administering proposed service, track record on quality customer service, consistency with governing laws and regulations and AAA requirements, provides service throughout Dallas County)
- Provides favorable rates and has ability to meet or exceed required 10% and/or 25% match
- Responsiveness to application – degree to which required documents are provided and technically correct for service category

**Appeal Process:** Any applicant denied a contractor agreement has the right to appeal that decision. Appeal procedures are available through the Dallas Area Agency on Aging; [dsoler@ccadvance.org](mailto:dsoler@ccadvance.org)

FISCAL YEAR 2027

SERVICE CONTRACTOR PROPOSAL SUBMISSION CHECKLIST

**Deadline Date/Time: Wednesday, July 1, 2025 - 5:00 p.m.**

**Service Contractor:**

**For reference:**

**A - FY2027 Service Contractor Proposal Submission Instructions**

**B - FY2027 Direct Purchase of Service Information**

**C - FY2027 Service Contractor Proposal Submission Checklist**

**D - FY2027 Service Definitions**

**E – FY2027 DAAA Focal Points in Dallas County**

- 1- FY2027 Direct Purchase of Service Application
- 2- FY2027 Licenses/Bond as applicable
- 3- FY2027 Certificate of Liability Insurance – Current Date
- 4- FY2027 Workers' Compensation Form
- 5- FY2027 Service Contractor Agreement – Replace **highlighted** area with your service category
- 6- FY2027 W-9 Taxpayer Identification Number
- 7- FY2027 Debarment Certification
- 8- FY2027 Standard Assurances
- 9- FY2027 Data Use Agreement-Attachment 1. Subcontractor Agreement Form
- 10- FY2027 Lobbying Certification
- 11- FY2027 Non-Conflict of Interest
- 12- FY2027 Child Support Certification (Required of for-profit Services Contractors only)
- 13- FY2027 Attachment B-Proposed Pricing for Commonly Used Items  
(Health Maintenance Applicants Must Complete)
- 14- FY2027 New Applicants – Three References Form
- 15- FY2027 Assurances Confirmation of Receipt and Review

***Please submit original and one copy IN PERSON or VIA U.S. MAIL to:***

Nancy Wilson, Contracts Department  
Community Council of Greater Dallas  
Dallas Area Agency on Aging  
1341 W. Mockingbird Ln., Suite 1000W  
Dallas, TX 75247

**If sent by mail, must be sent with ample time to be received by due date.**



## Fiscal Year 2027 Service Contractor Application Service Definitions

### CHORE MAINTENANCE

A service to perform heavy household tasks which an older person is not able to perform on their own, such as heavy cleaning (e.g., scrubbing floors, washing walls, or washing windows inside and outside), moving heavy furniture, or maintenance such as yard or sidewalk maintenance.

Unit of service: One hour

### HEALTH MAINTENANCE

Services that include one or more of the following activities:

- Medical treatment by a health professional
- Health education and counseling services for persons or groups about lifestyles and daily activities. Activities may include, but are not limited to:
  - o Art and dance –movement therapy
  - o Programs in prevention or reduction of the effects of chronic disabling conditions
  - o Alcohol and substance abuse
  - o Smoking cessation
  - o Weight loss and control
  - o Stress management
- Home health services including, but not limited to, nursing, physical therapy, speech, or occupational therapy
- Provision of medications, nutritional supplements, glasses, dentures, hearing aids or other devices necessary to promote or maintain the health or safety of the older person.

Note: Also includes the provision of dosage alert systems and the purchase of software, technical support, and

materials that connect an eligible older person to free or reduced cost prescription medication services.

Reference PI 309 [Health Promotion Services](#) and TA 06-09 [Unit of Health Maintenance](#)

Unit of service: One contact each time an older individual receives a health service as described above [Does not include shipping or delivery fees, which cannot be charged to the AAA or client in any manner.]

*Note: Providers of specialized health services, such as dental and hearing, may indicate that services will be provided at a cost of the approved estimate. Standard pricing for common goods and services may be included as an enclosure with the application (e.g. Attachment B – Proposed pricing for commonly used items)*

### LEGAL ASSISTANCE – 60 years and older

Advice or representation by an attorney, including assistance by a paralegal or law student under the supervision of an attorney, or assistance provided by a certified benefits counselor to an older person,

or their caregiver with economic and social needs.

Legal assistance activities include the following:

- **Advice or Counseling:** A recommendation made to an older person regarding a course of conduct, or how to proceed in a matter, given either on a brief or one-time basis, or on an ongoing basis. May be given by phone or in person.
- **Document Preparation:** Personal assistance given to an older person which helps with the preparation of necessary documents relating to public entitlements, health care, long-term care, individual rights, planning and protection options, and housing and consumer needs.
- **Representation:** Advocacy on behalf of an older person in protesting or complaining about a procedure, or seeking special considerations by appealing an administrative decision, or representation by an attorney of an older person or class of older people in either the state or federal court systems.

Services identified as “Legal Assistance Services” are: Benefits Counseling, Representative Payee, and Guardianship.

Unit of service: One hour

## PERSONAL ASSISTANCE

Assisting an older individual having difficulty in performing a minimum of two activities of daily living identified in the assessment process, with tasks an individual would typically perform if they were able.

Unit of service: One hour [Does not include travel time, unless it is directly related to the individual’s care plan.]

## RESIDENTIAL REPAIR

Services consisting of repairs or modifications of a dwelling occupied by an older person that are essential for the health and safety of the older person.

Unit of service: One unduplicated dwelling unit occupied by older individuals [Does not include any expense related to providing a bid to perform the service, which cannot be charged to the AAA or client in any manner.]

*Please note: Applicants to provide residential repair services may indicate that services will be provided at a cost of the approved estimate. Standard pricing for common repairs and modifications may be included as an enclosure with the application.*

***Service Contractor will seek and receive approved report from qualified foundation professional, approving the dwelling will sustain required repairs.***

## RESPIRE IN HOME

Temporary services for an eligible dependent care recipient for the relief of a caregiver provided in the eligible caregiver’s home or the home of the care recipient on a short term, temporary basis while the primary caregiver is unavailable or needs relief. In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care, and social and recreational activities.

An eligible older Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through the CNE; or
- require substantial supervision due to a cognitive or other mental impairment which causes them to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

Unit of Service: One hour

## RESPITE OUT OF HOME

Temporary respite services provided in settings other than the caregiver or care recipient's home, including activity and health services facility, senior center or other non-residential setting (or, in the case of older relatives raising children, day camps), that allows the caregiver time away to do other activities and where an overnight stay does not occur.

An eligible older Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through CNE or
- require substantial supervision due to a cognitive or other mental impairment which causes them to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

Unit of Service: One hour

## RESPITE OUT OF HOME, OVERNIGHT

Temporary respite services provided in residential settings such as nursing homes, assisted living facilities, and adult foster homes (or, in the case of older relatives raising children, summer camps), in which the care receiver resides in the facility (on a temporary basis) for a full 24-hour period of time.

The service provides the caregiver with time away to do other activities.

An eligible older Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through CNE; or
- require substantial supervision due to a cognitive or other mental impairment which causes them to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

Unit of Service: One hour

## RESPITE - VOUCHER

A service provided through the consumer directed service option which allows the caregiver to choose an individual provider for the following types of respite care:

- Respite In Home
- Respite Out of Home – Overnight; and
- Respite Out of Home.

Services are provided on an intermittent or temporary basis while the primary caregiver is unavailable or needs temporary relief.

An eligible older Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through CNE; or
- requires substantial supervision due to a cognitive or other mental impairment which causes the care recipient to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

Unit of Service: One hour

## TRANSPORTATION – VOUCHER

A service providing consumer choice whereby an eligible consumer selects an individual or commercial private or non-profit transportation provider. Service activity includes taking an eligible consumer from one location to another but does not include any other activity.

Unit of service: One, one-way trip

## FY2026 DALLAS AREA AGENCY ON AGING - FOCAL POINTS (Revised 1-22-2026)

	CONGREGATE MEALS AND HOME	DELIVERED MEALS UNDER DAAA	
<p><b>Brady Senior Services/Marillac Center</b>                      Ana Maria Schaller, Director                      2843 Lapsley St., Dallas, TX 75212                      (214) 826-8335 / FAX: (214) 826-8579  <a href="mailto:aschaller@ccdallas.org">aschaller@ccdallas.org</a></p>	<p><b>Cedar Hill Senior Center</b>                      Angela Hodges, 55+ Recreation Programmer                      1740 Mansfield Rd. Cedar Hill, TX 75104                      (972) 291.5353 / FAX: (972) 291-5180  <a href="mailto:angela.hodges@cedarhilltx.com">angela.hodges@cedarhilltx.com</a></p>	<p><b>Duncanville Hopkins Senior Center</b>                      Jeanette Rodriguez, Manager                      206 James Collins Blvd., Duncanville, TX 75116                      (972) 780-5073  <a href="mailto:jrodriguez@duncanville.com">jrodriguez@duncanville.com</a></p>	<p><b>Grand Prairie, The Summit</b>                      Edwina Cruz, Senior Center Manager                      2975 Esplanade; Grand Prairie, TX 75052                      (972) 237-4141 / FAX: (972) 237-4122  <a href="mailto:ecruz@GPTX.org">ecruz@GPTX.org</a></p>
<p><b>Hutchins Senior Center</b>                      Wanda Randle, Director-Community Service                      (Mail P.O. Box 754)                      500 W. Hickman, Hutchins, TX 75141                      (972) 225-0439 / FAX: (972) 225-5559  <a href="mailto:wrandle@cityofhutchins.org">wrandle@cityofhutchins.org</a></p>	<p><b>Irving-Heritage Senior Activity Center</b>                      Jamie Draper, Senior Center Supervisor                      200 S. Jefferson, Irving, TX 75060                      (972) 721-2496 / FAX: (972) 721-3744  <a href="mailto:jdraper@cityofirving.org">jdraper@cityofirving.org</a></p>	<p><b>Lancaster Senior Life Center</b>                      Clifford L. Armstead                      240 Veterans Memorial Parkway                      Lancaster, TX 75134                      (972) 218-3780 / FAX: (972) 218-3694  <a href="mailto:carmstead@lancaster-tx.com">carmstead@lancaster-tx.com</a></p>	<p><b>Mesquite-Evans Senior Center</b>                      Kristen Herndon, Center Manager                      (Mail PO Box 850137, Mesquite, TX 75185)                      1116 Hillcrest, Mesquite, TX 75149                      (972) 329-8707  <a href="mailto:pfolsom@cityofmesquite.com">pfolsom@cityofmesquite.com</a></p>
<p><b>Mesquite-Goodbar Senior Center</b>                      Caroline Giles, Center Manager                      Pam Folsom, Center Supervisor                      3000 Concord, Mesquite, TX 75150                      (972) 329-8705  <a href="mailto:pfolsom@cityofmesquite.com">pfolsom@cityofmesquite.com</a></p>	<p><b>Seagoville Senior Center</b>                      Kimberly Dykes, Center Director                      Seagoville Community Center                      304 E. Farmers Rd., Seagoville, TX 75159                      (972) 287-4113 / FAX: (972) 287-9587  <a href="mailto:seniors@seagoville.us">seniors@seagoville.us</a></p>	<p><b>Jewish Community Center</b>                      Anna Angorina, Manager                      Sharon Cane, Center Administrator                      7900 Northaven Rd., Dallas, TX 75230                      (214) 239-7119 / FAX: (214) 368-4709  <a href="mailto:aangorina@jccdallas.org">aangorina@jccdallas.org</a></p>	<p><b>Jewish Family Services – Kosher Meals</b>  <i>Home Delivered Meals</i>                      Lyz Latson, Program Supervisor                      5402 Arapaho Rd.                      Dallas, TX 75248                      (972) 663-5522 / FAX: (972) 437-1988  <a href="mailto:llatson@jfsdallas.org">llatson@jfsdallas.org</a></p>
<p><b>Visiting Nurse Association of Texas</b>  <i>Home Delivered Meals</i>                      Inga Wilson Director MOW Operations                      1440 W. Mockingbird Lane                      Dallas, Texas 75247                      (214) 689-2674 / FAX: (214) 631-7554  <a href="mailto:wilsoni@vnatexas.org">wilsoni@vnatexas.org</a></p>	<p><b>Wilmer Senior Center</b>                      Haley Talyor, Assistant to City Secretary                      128 N. Dallas Avenue                      Wilmer, TX 75172                      (972) 441-6373 / FAX: (972) 441-3061  <a href="mailto:scollins@cityofwilmer.net">scollins@cityofwilmer.net</a></p>		

	CONGREGATE MEALS	DALLAS COUNTY – CITY OF DALLAS	
<p><b>QUESTIONS REGARDING THE FOLLOWING CENTERS, PLEASE CONTACT JEANETTE MANZANO AT <a href="mailto:jeanette.manzano@dallascounty.org">jeanette.manzano@dallascounty.org</a></b></p>			
<p><b>Carver Heights Senior Center</b> Duffie Taylor, Center Manager Brenda Carter, Center Manager 2510 E Ledbetter Dr. Dallas, TX 75216 (214) 371-2024</p>	<p><b>Concord Senior Center</b> Princess Lacy, Center Manager 6808 Pastor Bailey Dr., Dallas, TX 75237 (214) 331-8522 ext. 6760</p>	<p><b>Deaf Action Center</b> Kim Bonds, Senior Center Program Coordinator 3110 Cedar Plaza Ln, Dallas, TX 75235 (214) 521-0407 \ FAX: (214) 521-3658</p>	<p><b>DeSoto Senior Activity Center</b> Dianca McGhee, Center Manager 204 Lion St., DeSoto, TX 75115 (972) 230-5825 / FAX: (972) 230-5827</p>
<p><b>Emeritus Center at Mountain View College</b> Lonita Munoz, Center Manager Room W-181 4849 W. Illinois Ave., Dallas, TX 75211 (214) 860-3666</p>	<p><b>Garland-Carver Senior Center</b> Jelisa Baker, Recreation Service Supervisor 222 Carver, Garland, TX 75040 (972) 205-3305 / FAX: (972) 205-3327</p>	<p><b>Garland Senior Activity Center</b> D'Aun Muhlinghaus, Senior Center Supervisor/Recreation Service Supervisor 600 W. Ave. A; Garland, TX 75040 Temporary Location: 1701 Dairy Road Garland, Tx75041 (972) 205-2769 / FAX: (972) 487-2417</p>	<p><b>Southern Charm Senior Center</b> Location (J.C. Phelps Recreation Center) Janet Burrell, Center Manager 3030 Tips Blvd. Dallas, TX 75216 (214) 819-1860</p>
<p><b>Jefferson Senior Center – Currently merged with Emeritus</b> Gloria Cano, Center Manager Dilaila Ruiz, Center Manager 1617 W. Jefferson Blvd., Dallas, TX 75208 (214) 943-3304</p>	<p><b>Marcus Annex Senior Center</b> Darlen Goode, Center Manager 2910 Modella, Dallas, TX 75229 (214) 670-6597</p>	<p><b>M.L.K. Senior Center</b> Aneita Busby, Center Manager Neal Johnson, Center Manager 2901 Pennsylvania Ave., Dallas, TX 75215 (214) 670-8169</p>	<p><b>CENTER CLOSED</b> <i>North Dallas Senior Center</i> 2255 N. Washington Ave., Dallas, TX 75204</p>
<p><b>Pleasant Sunshine Senior Center</b> Silvia Martinez, Center Manager Location (Larry Johnson Recreation Center) 3700 Dixon Ave., Dallas, TX 75210 (214) 398-5215</p>	<p><b>Singing Hills Senior Recreation Center</b> Sophia Cordova, Center Manager 6805 Patrol Way, Dallas, TX 75241 (214) 819-1860</p>	<p><b>Wellmed Senior Center-Redbird</b> Lilean Harris, Center Manager 3107 W. Camp Wisdom Road, Dallas, TX 75237 (972) 942-7720</p>	<p><b>West Dallas Senior Center</b> Trepasco Cox, Center Manager 2828 Fish Trap Road, Dallas, TX 75212 (214) 670-6350</p>
<p><b>Willie B Johnson Senior Center</b> Rhonda Mosley, Center Manager 12225 Willowdell Dr. Dallas, TX 75243 (214) 819-1860</p>	<p><b>Walnut Street Senior Center</b> Shirley Fu, Center Manager 3306 W. Walnut St. Suite 300. Garland, TX 75042 469-609-8880</p>	<p><b>Richard Hsu Senior Center</b> Matthew Yao, Center Manager 2129 E. Arapaho Rd. Richardson, TX 75081 (214) 819-1860</p>	

**Area Agency on Aging of Dallas County  
 Direct Purchase of Service  
 Service Contractor Application  
 Fiscal Year 2027**

**Please type or clearly print application information. PLEASE INDICATE: \_\_\_NEW APPLICATION \_\_\_RENEWAL**

**Vendor Name\Legal Entity** - On a separate sheet, state the purpose of the organization, experience in providing proposed service, staff qualifications, and number of existing staff available to provide the proposed service.

**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"/> Governmental Agency <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For-Profit <input type="checkbox"/> City Government <input type="checkbox"/> County Government <input type="checkbox"/> Other: _____	
Authorizing Official:	Title:
Email Address:	Telephone:
Billing Contact Person and billing address:	Title:
Email Address:	Telephone:
Number of Years Organization has been in business: _____ Years	Is Organization Bonded ( <u>Attach</u> documentation of bonding) <input type="checkbox"/> Yes <input type="checkbox"/> No
Has any direct service or administrative staff ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.	Do you conduct criminal background checks on all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No On employees providing in-home services? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Organization have liability insurance? ( <u>Attach</u> certificate of all insurances) <input type="checkbox"/> Yes <input type="checkbox"/> No	<b><u>Attach a copy of all applicable State and Federal licenses and/or certifications for your business.</u></b>

Does a Conflict of Interest or a possible Conflict of Interest exist between the applicant/applicant organization and the Community Council of Greater Dallas/ Area Agency on Aging of Dallas County? If yes, attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with CCGD/DAAA staff or Board of Directors or Advisory Council members. (See Conflict of Interest form)

Yes  No

Service and Bidding Information:

**Vendors are required to provide matching funds of at least ten percent (10%) of the total cost per unit (25%) for Caregiver Services**

**Match will be provided as:** \_\_\_\_\_ **Discounted Rate** \_\_\_\_\_ **Cash** \_\_\_\_\_ **In-Kind**

**Documentation of Standard Fees or Costs per Unit such as a fee schedule or certification of cost is required to be attached for organizations proposing to provide services at reduced rates. The Area Agency on Aging of Dallas County is required to provide a non-federal match for all Older American Act funds. The AAA reports the difference in rates as program match.**

1. Proposed Service:

A. Service Category:
B. Proposed AAA cost per unit: \$ _____ Standard cost per Unit: \$ _____

2. Proposed Service:

A. Service Category:
B. Proposed AAA cost per unit: \$ _____ Standard cost per Unit: \$ _____

3. Proposed Service:

A. Service Category:
B. Proposed AAA cost per unit: \$ _____ Standard cost per Unit: \$ _____

**NOTES:**

- See "Attachment "C" for service and unit definition(s) for the service categories available for application and bids.
- All applicants seeking to provide Health Maintenance services must complete "13- Attachment B" providing proposed pricing for commonly used products and include a price list of other items to be offered for purchase under the agreement.
- Approved vendors may not charge a fee for providing a bid or cost estimation for a project or service.
- Approved vendors may not add a shipping or delivery fee or fuel surcharge to any product, service or invoice.
- **Proposed AAA cost per unit must be no more than 90% of the Standard cost per unit, unless alternate means of meeting match requirements are being proposed.**
- For Home Repair/Modification, you may indicate: Work performed "as bid"
- References may be requested.

Signature:

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

**NOTE:**

***As stated above, please provide the following information or your application will not be accepted as completed.***

- On a separate sheet, state the purpose of the organization, experience in providing proposed service, staff qualifications, and number of existing staff available to provide the proposed service.
- Attach a copy of all applicable State and Federal licenses and/or certifications for your business.
- Documentation of Standard Fees or Costs per Unit such as a fee schedule or certification of cost is required to be attached for organizations proposing to provide services at reduced rates. The Area Agency on Aging of Dallas County is required to provide a non-federal match for all Older American Act funds. The AAA reports the difference in rates as program match.

**Attach copies of your  
Licenses and/or Bond as applicable**

*For Service Contractors that have a Surety Bond:  
Please complete the statement below for Bond  
Certification.*

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

By Signing this document, I attest that the (Bond Company)

\_\_\_\_\_

Bond No. \_\_\_\_\_

Insured: \_\_\_\_\_

Dated: \_\_\_\_\_

Has not been cancelled by the Surety nor the Insured as of today, \_\_\_\_\_  
(Date).

And it is the Service Contractor \_\_\_\_\_ to inform  
Dallas Area Agency on Aging when or if the above-mentioned Bond is cancelled.

\_\_\_\_\_

Insured Signature

\_\_\_\_\_

Date

# **Attach copies of your current Certificate of Liability Insurance**

coverage of at least:

\$2,000,000 General Aggregate

\$1,000,000 Products Completed Operations Aggregate

\$500,000 per occurrence bodily injury;

With employers' liability limits of at least:

\$1,000,000 Occurrence

\$500,000 each employee occupational disease;

\$1,000,000 Personal Injury/Advertising Injury

## **Please list:**

**Community Council of Greater Dallas, 1341 W. Mockingbird Ln., Suite 1000W, Dallas, TX 75247**, as Additional Insured in the additional insured box or comment section.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY. Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor  will withhold  will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

**Hiring Contractor's Affirmation**

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Hiring Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Hiring Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**Independent Contractor's Affirmation**

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Independent Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**The Hiring Contractor should retain the original.** Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here





Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Transportation- voucher	Based on mileage; see pricelist		

**2. TERMS OF AGREEMENT**

A . The Contractor agrees to:

- 1 Provide services in accordance with current or revised HHS policies and standards and the OAA.
- 2 This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the agreement will begin on October 1, 2026, and end on September 30, 2027.
- 3 The parties to this agreement may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this agreement, and shall be subject to all of the terms and conditions of this agreement and made a part thereof for all purposes.
- 4 Submit billings with appropriate documentation as required by the DAAA by the close of business on the **sixth (6th)** day of each month following the last day of the month in which services were provided.
  - a. If the **sixth (6th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - b. Billing and appropriate documentation received by the above-mentioned date will be processed for payment within **45 business days** of receipt of the request by the DAAA.
  - c. The DAAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - d. No reimbursement for services provided will be made if contractor payment invoices are not submitted to the DAAA within 45 days of service delivery.
- 5 Document required match **(10%)** on all invoices submitted for payment.  
Caregiver Supplemental Services required match **(25%)**
- 6 Notify the DAAA Director within **24 hours** if, for any reason, the Contractor becomes unable to provide the service(s).
- 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 DAAA 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 DAAA. The records and documents will be kept for a minimum of **seven years** after close of service contractor’s fiscal year.
- 9 If applicable, comply with the HHS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
10. Forward within 10 days of receipt a copy of the Contractor’s updated/most current proof of General Liability Insurance and proof of Workers’ Compensation coverage.

- B. The Contractor further agrees:
1. The agreement may be terminated for cause or without cause upon the giving of **fifteen (15)** 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 is an independent provider, NOT an agent of the DAAA. Thus, the Contractor indemnifies, saves and holds harmless DAAA of Dallas County against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the DAAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the DAAA.
  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.
  5. The Contractor may not charge a fee for providing a bid or cost estimate for a project or service.
  6. The Contractor may not add a shipping or delivery fee or fuel surcharge to any product, service or invoice.
- C. Through the Direct Purchase of Services program, the **DAAA of Dallas County** agrees to:
1. Review program participant intake and assessment forms completed by the DAAA staff, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
  2. Provide timely written notification to 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 may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
  6. Contingent upon the DAAA's receipt of funds authorized for this purpose from HHS, 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 45 days of the DAAA's receipt of Contractor's invoice providing such invoice includes all required attachments, is complete and 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. §2011 *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 Title 26, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect

- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

**4. ATTACHMENT**

List of Focal Points in the DAAA planning and service area – The Area Agency on Aging of Dallas County is designated by HHS to be the focal point for services to persons 60 or older in Dallas County. The DAAA has designated the attached as focal points and entities responsible for the coordination of aging services in Dallas County thus designated.

Dallas Area Agency on Aging (Dallas County) 214-871-5065

**5. SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2026.

Organization	Community Council of Greater Dallas Dallas Area Agency on Aging
City, State, Zip	1341 W. Mockingbird Blvd., 1000W Dallas, Texas 75247
Authorized Contractor Signature	Authorized Signature
Print Name	Sharla Myers Print Name
Title	Chief Executive Officer Title
Date	Date

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code		
<b>7</b>	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.

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

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

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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
------------------	--------------------------	------

## 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).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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, 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 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 State Department of Agriculture or other federal department or agency, 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 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 items, 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 States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

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 c**ontractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

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

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

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

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

## **STANDARD ASSURANCES**

The \_\_\_\_\_ submits this application as required under  
(Applicant)

Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:
  - (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;
  - (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and
  - (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons, but which are not otherwise available.
3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.
4. The applicant must specify how he intends to satisfy the needs of low-income minority individuals in the area served at least in the proportion that they represent the total population in the area served.
5. Authority and Capacity of Applicant

The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Inter-governmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.



### 13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

### 14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

### 15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

(b) Residency

No requirements as to duration of residence or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By \_\_\_\_\_  
(President, Chairman of the Board, or comparable  
authorized official)

(Typed Name) \_\_\_\_\_ Date \_\_\_\_\_

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

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

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.59a], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

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

The recipient: - [Check (a) or (b)]  
a.  employs fewer than fifteen persons;  
    A73  
b.  employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 CF.>R>  
    84.7(a)],  
    A74 has designated the following person(s) to coordinate its efforts to comply with the HHS  
    regulation:

Name of Designee(s) - Type or Print  
C12 C42

\_\_\_\_\_  
Name of Recipient - Type or Print Street Address or PO Box

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

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

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

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

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

**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")  
**Name of Applicant (type or print)**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues 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 it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

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

Date \_\_\_\_\_  
\_\_\_\_\_ Applicant (type or print)

\_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_  
Applicant's mailing address Signature and Title of Authorized Official

## AFFIRMATIVE ACTION PLAN

\_\_\_\_\_ HEREBY AGREES THAT IT WILL ENACT

(Authorized official for the applicant agency)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of 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 national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

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

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

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

**Administration 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 a 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.

**The Americans with Disability Act** which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

**The Drug-Free Workplace Act of 1988** which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

\_\_\_\_\_ 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.

CCGD – Dallas Area Agency on Aging  
FY2027



**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES SYSTEM AND  
COMMUNITY COUNCIL OF GREATER DALLAS**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach

unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Destroy”, “Destruction”,** for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

**“Discover, Discovery”** means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

**“Legally Authorized Representative”** of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

**“Required by Law”** means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

**“Subcontractor”** means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

**“Workforce”** means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

### ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

#### **Section 3.01 Obligations of Contractor** Contractor

agrees that:

**(A) With respect to PHI, Contractor shall:**

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

**(B) With respect to ALL Confidential Information, Contractor shall:**

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall

produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
  1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
  2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
  3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

**(C) With respect to ALL Confidential Information, Contractor shall NOT:**

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

## **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

### **Section 4.01. Cooperation and Financial Responsibility.**

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

### **Section 4.02. Initial Breach Notice.**

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

**Section 4.03 Third Business Day Notice:** No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

**Section 4.04. Investigation, Response and Mitigation.**

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.05. Breach Notification to Individuals and Reporting to Authorities.**

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

## **ARTICLE 5. GENERAL PROVISIONS**

### **Section 5.01 Ownership of Confidential Information**

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

### **Section 5.02 HHS Commitment and Obligations**

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 5.03 HHS Right to Inspection**

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

### **Section 5.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 5.05 Injunctive Relief**

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 5.06 Indemnification**

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 5.07 Insurance**

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **Section 5.08 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising

under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 5.09 Automatic Amendment and Interpretation**

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

**Section 5.10 Notices; Requests for Approval**

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at [privacy@hhsc.state.tx.us](mailto:privacy@hhsc.state.tx.us).

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**

**HHS CONTRACT NUMBER : HHS001603100009**

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 same 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 as defined by the DUA that Subcontractor Discovers shall 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 shall:

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.

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** Sharla Myers

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

**TITLE:** Chief Executive Officer

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

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

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

HHS Contract No. HHS001603100009

HHS Contract No. HHS001603100009

**Attachment 2- Security and Privacy Initial Inquiry [Attach  
Completed SPI Here]**


HHS Contract No. HHS001603100009

**AREA AGENCY ON AGING  
CERTIFICATION REGARDING LOBBYING**

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

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, 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; and
2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

 \_\_\_\_\_  
Agency Date

  
Name of Authorized Representative

  
Title of Authorized Representative

**CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

I have read the Title 26, HHS Part 1, HHSC Chapter 213 AAA Subchapter B AAA Administration and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

*If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.*

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

1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

No  
 Yes (If yes, please explain) \_\_\_\_\_

2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

No  
 Yes (If yes, please explain: \_\_\_\_\_

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

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 service and may cause contract termination.

\_\_\_\_\_

Signature of Authorizing Individual Printed Name and Title

\_\_\_\_\_

Date

**COMMUNITY COUNCIL OF GREATER DALLAS  
AREA AGENCY ON AGING**

**CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT  
(Only to be completed by FOR-PROFIT agencies)**

**SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:**

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
  - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
  - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:
- “Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”*
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost effective.
- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Title of authorized representative

\_\_\_\_\_  
Date

Attachment B

HEALTH MAINTENANCE

Proposed Pricing for Commonly Used Items

Vendor Name: \_\_\_\_\_

Product	Unit Specifications	Proposed AAA Cost Per Unit	Standard Cost Per Unit
Ensure	One Case: 24, 8-ounce cans		
Ensure Plus	One Case: 24, 8-ounce cans		
Glucerna	One Case: 24, 8-ounce cans		
Cleansing Wipes	One Case: Approx. 576 wipes		
Depends Pull-Ups	One Case: 64, size Large		
Bed Pads	One Package: 150, 23" x 36" pads		
Shower Safety Mat	One Mat: Bubble-style mat, Approx. 41" x 15.75"		
Shower Chair	One Each: Non-cushioned		
Transfer Bench	One Each: "Three-in-One" bench		

**Note:** The AAA is unable to pay any shipping, handling, or delivery fees.

**Proposed AAA cost per unit must be no more than 90% of the Standard cost per unit, unless alternate means of meeting match requirements are being proposed.**

**SERVICE CONTRACTOR REFERENCES**

*The following references will be part of the vetting process for the Contracts Department (Dallas Area Agency on Aging). The purpose of these references is to reveal the true nature of the quality work performed by the Applicant Service Contractor.*

Applicant Service Contractor: \_\_\_\_\_

**SERVICE CONTRACTOR PROFESSIONAL REFERENCE (1)**

Contact Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

**SERVICE CONTRACTOR CLIENT REFERENCES (2)**

Contact Name: \_\_\_\_\_

Work Performed: \_\_\_\_\_

Year of Service: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Work Performed: \_\_\_\_\_

Year of Service: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

**FY2027 CONFIRMATION OF RECEIPT AND REVIEW - REFERENCES AND LINKS**

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

All Older Americans Act and other required rules and regulations are located at

[Home Page](#) | [ACL Administration for Community Living](#)

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)  
[Title VI of the Civil Rights Act of 1964 | CRT | Department of Justice](#)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)  
[Microsoft Word - FS - Rights Under 504 - English - Revised 2006.doc \(hhs.gov\)](#)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)  
[42 USC CHAPTER 126, SUBCHAPTER II: PUBLIC SERVICES \(house.gov\)](#)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)  
[Federal Register :: Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance From the Department of the Treasury](#)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)  
[Federal Register :: Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County](#)
- F. Food Stamp Act of 1977 (7 U.S.C. §2011 *et seq.*)  
<https://www.govinfo.gov/content/pkg/USCODE-2009-title7/html/USCODE-2009-title7-chap51.htm>
- G. Drug Free Workplace Act of 1988  
[Drug-Free Workplace Act of 1988 - Wikipedia](#)
- H. Texas Senate Bill 1 - 1991, as applicable  
[Texas Legislature Online - Legislation](#)
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement  
[Texas Administrative Code | Texas Health and Human Services](#)
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect  
[45 CFR 92.35 - Subawards to debarred and suspended parties. - Content Details - CFR-2004-title45-vol1-sec92-35 \(govinfo.gov\)](#)
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Program  
[Home - Centers for Medicare & Medicaid Services | CMS](#)
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs  
[Provider Letter 11-07 –Annual Checks of the Employee Misconduct Registry \(EMR\) and Nurse Aide Registry \(NAR\) \(Replaces Provider Letter 10-38\) \(texas.gov\)](#)

**DAAA:**

Doris Soler  
Director, Dallas Area Agency on Aging  
Community Council of Greater Dallas/  
Dallas Area Agency on Aging  
1341 W. Mockingbird Lane, Suite 1000W  
Dallas, TX 75247

**SERVICE CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

Name & Title

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Signature

Date \_\_\_\_\_

*Your signature acknowledges the receipt and review of the above-mentioned references and links.*