



## AACOG/AREA AGENCIES ON AGING CHECKLIST FOR CONTRACTOR APPLICATION

\_\_\_\_\_ Read and complete the Direct Purchase of Service Information form

\_\_\_\_\_ Attachment A: AACOG/AAA Request to be added to Bidder/Contractor List

- Insert name, **sign and date**
- Complete company information
- Check off the service(s) for which you are applying (complete Attachment C for each service)
- Answer questions 1 through 10
- Attach completed W-9 Form
- Attach copy of License (if applicable)
- Attach copy of Bond Information (if applicable)
- Attach copy of Insurance (Liability and/or Workman's Comp)

\_\_\_\_\_ Attachment B: Signed Certification Regarding Debarment

1. Read document carefully before signing
- 2. Question 4, answer Yes or No**
3. On the certification, check #1 (certifying that you are not debarred), or #2 (you are unable to certify to one or more terms of this certification). If you check #2 you must provide the required statement.
- 4. Enter Contractor name, print name, sign, and date**

\_\_\_\_\_ Attachment C: Service and Bidding Information (see sample attached)

Complete a description for each service you wish to provide.

\_\_\_\_\_ Attachment D: Conflict of Interest Questionnaire

1. Read the introduction paragraph
2. Complete sections 1 through 4
  - 1) Enter name or corporation name
  - 2) Check box if you are updating a previous questionnaire
  - 3) Insert names of employees or contractors, if applicable  
A, B, and C must be checked Yes or No.  
Answer D if there is a business relationship with an AACOG Board Member or an employee of AACOG
  - 4) Sign and date the questionnaire

\_\_\_\_\_ Attachment E: Data Use Agreement (DUA)

1. Read the sample Subcontractor Agreement Form—this will require your signature during the contracting process.

**For information on the services the Area Agencies on Aging provide, please review the following link:**  
[http://www.dads.state.tx.us/providers/AAA/Procedures/DevelopingBudgets/Service\\_Definitions.pdf](http://www.dads.state.tx.us/providers/AAA/Procedures/DevelopingBudgets/Service_Definitions.pdf)



Funded through the Texas Health and Human Services Commission  
Alamo Area Council of Governments

## **DIRECT PURCHASE OF SERVICE INFORMATION FORM**

### **I. DIRECT PURCHASE APPLICATION REQUIREMENTS**

- a. Purpose: The purpose of this application is to solicit Contractors to provide services on a Direct Purchase of Service (DPS) basis to qualified participants eligible to receive services under Title III of the Older Americans Act of 1965, as amended, and state general revenue funds.
- b. Eligibility to apply: Organizations eligible to apply are 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.
  - A. For-Profit applicants: Private for-profit entities applying for funding do not require approval by the Texas Department of Health and Human Services Commission Access and Eligibility Services (HHSC AES/OAAA) prior to beginning service delivery.
  - B. Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.
- c. Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for purchase of services on a client-by-client basis in lieu of annualized or fixed-sum contracting. It is a procurement methodology that provides flexibility in purchasing services for participants in Title III Programs.
- d. Application Process: Interested parties may apply for consideration for participation in the Contractor pool by completing and submitting the attached forms. **All current Contractors must reapply annually.** Incomplete applications will be returned. The term of this application is for the period October 1, 2017 through September 30, 2018. In order to be considered for the start of the fiscal year, **applications must be submitted no later than, May 15, 2017.** Applications received after that date may still be considered, but could be subject to a delayed start date.
- e. Maintenance of Records: Contractors shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance for a period of five (5) years. All records shall be kept in the Contractor's possession and maintained indefinitely **if** audit findings, other disputes, or litigation that has not been resolved. The Contractor shall give AACOG/AAA, the comptroller of the United States, and the State of Texas, through any authorized representatives, access to and right to examine all records, books, papers, contracts, or other documents related to the purchase of services agreement. Such right of access shall continue as long as such records, or any of them, exist.

- f. Evaluation: AACOG/AAA will periodically evaluate Contractor performance in accordance with requirements from the Texas Administrative Codes.
- g. Confidentiality: Contractors shall have procedures to ensure no information about or obtained from an older person is disclosed in a form that identifies the person without the informed consent of the person or his/her legal representative.
- h. Code of Conduct: The Contractor will establish safeguards to prohibit employees from soliciting and/or accepting gratuities, favors, or anything of monetary value from participants.
- i. Fiscal Year 2018: AACOG/AAA will designate a limited number of home health and care services Contractors. Preference will be given to those with favorable rates and can contribute all or part of a 25% match (see section III).

## II. CRITERIA FOR ONGOING EVALUATION OF CONTRACTORS

- a. Contractor will submit billings with appropriate documentation, as required by AACOG/AAA, by the close of business on the 5<sup>th</sup> day of each month following the last day of the month in which services were provided.
- b. Contractor will ensure that consumers receive quality customer service.
- c. Contractor will ensure that they will respond to AACOG/AAA staff phone calls or emails in a timely manner: preferably within a 24-hour period.
- d. Contractor will ensure that a designated contact person is accessible to resolve issues.
- e. For services that require three (3) bids, Contractor, if chosen for a bid, is required to submit their bid in a timely manner, but no later than 5 (five) business days.
- f. For Homemaker, Personal Assistance, and Caregiver Respite services, Contractor will ensure that the start date, name of provider and supervisor are confirmed with AACOG/AAA staff. Contractor will also ensure that they substitute a provider when the regular provider is unable to work.
- g. AACOG/AAA will give preference to Contractors who provide favorable rates and who can contribute all or part of a 25% match (see section III).
- h. Pursuant to Chapter 214 of the Texas Labor Code, a Contractor who provides a service as defined by Section 2155.001 of the Government Code agrees to properly classify, as an employee or independent contractor in accordance with Chapter 201, any individual the Contractor directly retains and compensates for services performed in connection with the contract. This rule applies to subcontractors in the same manner.

If Contractor or subcontractor fails to properly classify workers, Contractor shall pay to the commission a penalty equal to \$200 for each individual that the Contractor/subcontractor has not properly classified.

Upon request, contractor or subcontractor shall furnish AACOG/AAA with written documentation necessary to provide satisfactory proof of compliance with Chapter 214 of the Texas Labor Code.

### III. **EXPLANATION OF TITLE III E FUNDS MATCH**

The non-Federal share requirements specify the minimum percentage of the total cost of an activity that must be met with funds other than Federal grants. For example, the non-Federal share requirements for the National Family Caregiver Support Program (NFCSP) is 25%. That means Federal funds may not pay more than 75% of the total cost of the NFCSP. The remaining 25% must come from non-Federal sources.

AACOG/AAA may use in-kind contributions to meet the non-Federal share requirements. To be used as match, these contributions must meet the same requirements as cash match. The contributions must be verifiable and the records must show how AACOG/AAA determined the value of the in-kind contribution.

#### **Examples of in-kind contributions include:**

- Discounted Rate (Example: if the Contractor typically charges \$15.00 per hour for private-pay homemaker services and bills the Agency only \$12.00 per hour, the \$3.00 per hour difference may count as match.)
- Volunteer services
- Pro Bono Services – Attorney agrees to provide legal assistance at no cost
- Donated time of employees of other organizations
- Donated supplies and loaned equipment
- Donated space

Preference is given to Contractors who can contribute all or part of the 25% match.

**Appeals Procedures:** AACOG/AAA uses the rules of the Appeal Procedures for Area Agency on Aging Contractors published as 40 TAC 81.15, as the appeals process for all disputes and appeals of all unsuccessful Contractors. AACOG/AAA will furnish a copy upon request.

## REQUEST TO BE ADDED TO BIDDER/CONTACT LIST

Alamo Area Council of Governments (AACOG) requires all contractors interested in conducting business with the agency to complete a "Request to be Added to Bidder/Contractor List," packet.

AACOG/AAA has designed the Direct Purchase of Service (DPS) method to promote development of a comprehensive and coordinated delivery system to meet the needs of older individuals 60 years of age or older and their caregivers.

AACOG/AAA programs are on a cost reimbursement basis from the funding source. AACOG/AAA will bill the funding source subsequent to receipt of goods or service and invoices. Payment shall be made within 30 calendar days after receipt and staff approval of each invoice. Contractor agrees and understands that the method for receipt of payment will be in the form of an ACH deposit.

For any questions or concerns regarding the application, contact the Aging Contract Manager at 210.362.5306.

**RETURN THIS FORM TO:**

**Aging Contract Manager**  
Area Agencies on Aging  
Alamo Area Council of Governments  
8700 Tesoro Drive, Suite 160  
San Antonio, TX 78217-6228

I, \_\_\_\_\_, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

\_\_\_\_\_  
Signature/Date

<b>Company Name:</b>		dba	
<b>Company Address:</b>			
<b>City, State, Zip Code:</b>			
<b>Telephone Number:</b>			
<b>Fax Number:</b>			
<b>Representative Name:</b>			
<b>Representative Phone Number &amp; Email Address:</b>			
<b>Website Address:</b>			

**Please check the service(s) for which you are applying:***(Attach any catalogs/brochures/samples – description of products/services required below)*

- |   |   |
|---|---|
| <input type="checkbox"/> Caregiver Education & Training FCSP    | <input type="checkbox"/> Instruction & Training         |
| <input type="checkbox"/> Caregiver Information Services         | <input type="checkbox"/> Legal Assistance               |
| <input type="checkbox"/> Caregiver Respite Care In-Home         | <input type="checkbox"/> Legal Awareness                |
| <input type="checkbox"/> Caregiver Respite Care Institutional   | <input type="checkbox"/> Mental Health Services         |
| <input type="checkbox"/> Caregiver Respite Care Non-Residential | <input type="checkbox"/> Physical Fitness               |
| <input type="checkbox"/> Congregate Meals                       | <input type="checkbox"/> Personal Assistance            |
| <input type="checkbox"/> Emergency Response                     | <input type="checkbox"/> Residential Repair             |
| <input type="checkbox"/> Evidence-Based Intervention            | <input type="checkbox"/> Transportation Demand Response |
| <input type="checkbox"/> Homemaker Services                     | <input type="checkbox"/> Other _____                    |
| <input type="checkbox"/> Home Delivered Meals                   |   |
| <input type="checkbox"/> Health Maintenance                     |   |

**Please assist us by completing the following:****1. Choose which County(ies) you are applying for:**

- |                                    |                                       |                                      |                                |                                   |                                    |
|------------------------------------|---------------------------------------|--------------------------------------|--------------------------------|-----------------------------------|------------------------------------|
| <input type="checkbox"/> Atascosa  | <input type="checkbox"/> Bandera      | <input type="checkbox"/> Bexar       | <input type="checkbox"/> Comal | <input type="checkbox"/> Frio     | <input type="checkbox"/> Gillespie |
| <input type="checkbox"/> Guadalupe | <input type="checkbox"/> Karnes       | <input type="checkbox"/> Kendall     | <input type="checkbox"/> Kerr  | <input type="checkbox"/> McMullen | <input type="checkbox"/> Medina    |
| <input type="checkbox"/> Wilson    | <input type="checkbox"/> All Counties | <input type="checkbox"/> Other _____ |                                |                                   |                                    |

**2. Type of Request:**

- New Contractor                       Update Information / Renewal

**3. Ownership:**

- Sole Proprietorship                       Partnership                       Corporation  
 Governmental Agency                       Non-Profit \*                       Other \_\_\_\_\_

\*Non-profit organizations are not eligible for HUB certification

**4. Have you done business with AACOG in the past?**

- Yes       No

**5. Is your business currently certified with the State of Texas' Centralized Master Bidder's list?**

<http://www.window.state.tx.us/procurement/prog/cmb/> \*\*Please return confirmation of your CMBL certification with this contractor application.

- Yes       No

**6. If YES to question 5, check Historically Underutilized Business (HUB), Ethnicity, and Gender status, if applicable:**

- Asian Pacific American (AS)                       Hispanic Americans (HI)                       American Woman (WO)  
 Black American (BL)                       Native American (AI)                       Male (M) /  Female (F)

\*\* Provide a copy of your HUB certification to include you as a HUB, if applicable.

**7. Is your principal place of business in the State of Texas?**

- Yes       No

**8. Is your organization delinquent on State of Texas Franchise taxes?**

- Yes       No

9. Are you or anyone in your organization related to an ACOG employee or a member of ACOG's governing board?

Yes  No

If YES, list ACOG employee or board Member's name and relationship

<b>NAME</b>		<b>RELATIONSHIP</b>	
<b>NAME</b>		<b>RELATIONSHIP</b>	
<b>NAME</b>		<b>RELATIONSHIP</b>	

10. **Additional Contactor Information**

<b>Billing Contact Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Referral Contract Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	

**Certification / License**

State or federal agencies that license and/or regulate your services: \_\_\_\_\_

\*\*Please attach a copy of any application certifications and license.

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

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

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

**Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?**  YES  NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

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

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

1. 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.
2. The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

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

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

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

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

\_\_\_\_\_  
Date

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

THIS CERTIFICATION IS FOR FY 2018, PERIOD BEGINNING October 1, 2017 and ENDING September 30, 2018.



**INSTRUCTIONS FOR CERTIFICATION**

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1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out above.
2. The inability of a contractor/grantee to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which AACOG will rely if we enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or us, AACOG may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to AACOG if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AACOG for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AACOG.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions," provided by AACOG, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows eligibility or that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to AACOG, AACOG may terminate this transaction for cause or default.

**Service and Bidder Information:**

Note: AACOG/AAA understands that the cost for some of the services will vary depending on the need of the client and/or on a case-by-case basis.

**Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide ANY service(s). ANY deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.**

**Legal Name of Agency: ABC Provider Services dba ABC Services**

<b>Proposed Service:</b>	Caregiver Respite Care In Home
<b>Minimum required number of units per day, if any:</b>	3 hours
<b>Service area you are able to cover (Please be specific in describing your service area):</b>	Atascosa and Bexar
<b>Do you have a state contract for a similar service, if so what is the rate:</b>	\$11.25 per hour
<b>Unit Proposed Rate/Cost:</b>	\$11.25 per hour
<b>Justification of the difference between the proposed rate and the state rate:</b>	n/a
<b>List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )</b>	\$15.00 per hour. AACOG discounted rate is \$11.25 per hour. (III E in-kind match of \$3.75 per hour)
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	Yes

<b>Proposed Service:</b>	Homemaker
<b>Minimum required number of units per day, if any:</b>	n/a
<b>Service area you are able to cover (Please be specific in describing your service area):</b>	Bexar
<b>Do you have a state contract for a similar service, if so what is the rate:</b>	no
<b>Unit Proposed Rate/Cost:</b>	\$16.00 per hour
<b>Justification of the difference between the proposed rate and the state rate:</b>	n/a
<b>List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )</b>	\$20.00 per hour. AACOG discounted rate is 20% off, at \$16.00 per hour. (III E in-kind match of \$4.00 per hour)
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	Yes

**Service and Bidder Information**

Note: AACOG/AAA understands that the cost for some of the services will vary depending on the need of the client and/or on a case-by-case basis.

**Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide ANY service(s). ANY deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.**

**Legal Name of Agency:** \_\_\_\_\_

<b>Proposed Service :</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

**Service and Bidder Information (cont'd)**

Legal Name of Agency: \_\_\_\_\_

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

<b>Proposed Service:</b>	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match )	
<b>Will you offer your discounted rate to clients after their services end at the AAA?</b>	

**If providing more than 4 services, please attach additional pages.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**

<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1. Name of person doing business with local governmental entity.</b></p>	Date Received
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire because incomplete or inaccurate.)</p>	
<p><b>3. Name of local government office with whom filer has employment or business relationship.</b></p> <p>This section (item 3 including subparts A, B, C &amp; D) must completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than Investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p>	
<p><b>4.</b></p> <p>_____</p> <p>Signature of person doing business with governmental entity <span style="float: right;">_____</span></p> <p style="text-align: right;">Date</p>	

SAMPLE

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
DADS CONTRACT NUMBER 539-11-0004-000004

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

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

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

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

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

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

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

CONTRACTOR

SUBCONTRACTOR

BY: \_\_\_\_\_ BY: \_\_\_\_\_
NAME: Diane Ra. \_\_\_\_\_ NAME: \_\_\_\_\_
TITLE: AACOG Executive Director \_\_\_\_\_ TITLE: \_\_\_\_\_
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_