

**CITY OF HOUSTON
HEALTH & HUMAN SERVICES DEPARTMENT**



REQUEST FOR PROPOSAL

FOR

**SUPPORTIVE SERVICES,
AND NUTRITION SERVICES**

DEMAND/RESPONSE TRANSPORTATION
RESIDENTIAL REPAIR SERVICE
NUTRITION SERVICES

**Funded under the Older Americans Act of 1965 and its
Subsequent Amendments, Title III, Grants to States for
Community Programs**

ISSUED: August 8, 2008

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Purpose

The purpose of this Request for Proposal (RFP) is to solicit operating plans for Aging Service Programs under Title III, Grants to State and Community Programs on Aging, of the Older Americans Act of 1965, as amended **and in accordance with specified chapters in the Texas Administrative Code, Title 40, Social Services and Assistance, Chapters 83 and 84. Services included in this RFP are:**

- Demand Transportation
 - Non-Emergency Medical
- Residential Repair Services
- Nutrition Services
 - Congregate Meals
 - Home Delivered Meals

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I. AGENCY OVERVIEW

A. **Administration - Organization** - The City of Houston (COH) is responsible for the authorization, administration, and funding of all program activities, and projects authorized by the Older Americans Act. ***This is issued August 8, 2008 by:***

**Harris County Area Agency on Aging (HCAAA)
8000 North Stadium Drive, Third Floor
Houston, Texas 77054
(713) 794-9006**

B. **Program Aims** - The program aims of Title III of the Older Americans Act are to:

- Secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services
- Remove individual and social barriers to economic and personal independence for older individuals
- Provide a continuum of care for vulnerable older individuals
- Secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

C. **Client Eligibility for Older Americans Act Services and Targeted Populations** - With the exception of specific Older Americans Act services that may be included in specific service delivery rules for congregate meals, home delivered meals, and services to the frail elderly and/or homebound, eligibility for services is limited to the following:

Any person age 60 years of age and older for all services authorized under the Older Americans Act with particular attention given to:

- Older individuals residing in rural areas
- Older individuals with greatest economic need (with particular attention to low-income minority individuals)
- Older individuals with greatest social need (with particular attention to low-income minority individuals)
- Older individuals with severe disabilities
- Older individuals with limited English speaking ability
- Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

D. Service Area - The HCAAA's service delivery area is all of Harris County, except as otherwise noted for a specific service and unincorporated areas. See attached map.

E. Performance Period - The performance period for this Older Americans Act program will begin on the date of countersignature by the COH Controller and shall continue until the 30th day of September 2009. The contract may be renewed for three (3) additional one-year renewal terms, upon mutual agreement between the proposer and the COH. Each proposal that scores between 140 points and 200 points will remain active for 18 months. In the event the COH receives proposals that do not meet the minimum requirements as established in the Review Process Section, page 44, **the COH reserves the right to contract with other organizations for service.**

F. Funding Available – Funding projection of **\$9,300,000.00** (based upon 2007 Closeout Budget) annually is available for all agency projects funded from all Request for Proposals for the 2009 Fiscal Year. Funding is available through the Older Americans Act (OAA) of 1965, State General Revenue and other resources as identified for the time period ending September 30, 2009.

G. Proposal Deadline – Proposals must be received in accordance with guidelines in Section II-BB of Page 14, no later than 12 o'clock noon on the 22nd day of August 2008.

II. AGENCY OPERATIONS AND REQUIREMENTS

A. Purpose - The requirements contained in this section are to be used by proposers in conjunction with the service delivery rules adopted for each service provided. These rules are provided by governing agencies through grants and/or contracts and have been included in this section to eliminate duplication.

These requirements apply to all services provided under the contract or grant funded in whole or in part with the funds provided by the HCAAA, under the Older Americans Act, State General Revenue and other funding sources granted or contracted to the HCAAA for providing services.

B. Confidentiality – Proposers shall have procedures to ensure that no information or records about a client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative unless information is requested by HCAAA or is required to link the client with other service agencies. (See 40 TAC, Chapter 84.1 (d).

C. Client Complaint and Appeals Procedures - The proposer shall ensure that written client complaint procedures are established and used by each proposer. These procedures shall provide all clients with the opportunity and means for communicating aspects of the service which have negative impact on them. Each client must be informed of his right to make such complaints and of the procedures for filing such complaints prior to initiation of the services. (See 40 TAC, Chapter 84.1 (e).

The proposer shall ensure that written appeal procedures are established and used by each proposer. These procedures shall provide all clients or their advocates with the opportunity to appeal staff decisions concerning the provision of services to the client, including, but not limited to, the initiation or termination of services, and increase or decrease in service. (See 40 TAC, Chapter 84.1 (f).

D. Contributions and Match Requirements

Opportunity to Contribute – The Older Americans Act provides an opportunity for the client to make a contribution to the program. It is the responsibility of the HCAAA staff or proposers to provide an opportunity for each client to contribute and report financial contributions monthly.

Match Requirements – A proposer is to use its allocation of Title III funds to pay 90 percent of the costs of providing services. At least ten percent of the costs must be provided by the proposer for each service. Proposers may provide more than a 10 percent match (over match) if they desire. The Texas Department of Aging and Disability Services (DADS) requires proposers to report all matching funds for all program areas. The program match must be a non-federal cash match. If sufficient cash is not available to meet the minimum 10

percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

The proposer's level of match proposed will be required for the duration of the contract depending on the type of service. Match may be in one or more of the following types:

- **Cash Match** – Cash match is funding the proposer typically receives from local funding sources, i.e., United Way, county and city governments, churches, foundations, etc.
- **In-Kind** – In-kind resources are typically non-cash resources donated by the proposer to the program, i.e., office space, vehicles, volunteer hours. Proposers must provide documentation demonstrating how the in-kind resources value was determined. See In-Kind Match form provided on the HCAAA web page on <http://www.houstontx.gov/health/Aging/index.html>.
- **Proposer Discounts** – A proposer may provide discounts for services. The invoice must provide the retail cost, discount amount and reimbursement cost.

Proposers must describe how match resources contribute to and/or directly benefit the service(s) proposed in the Budget and Budget Justification section. Proposals will be scored on the strength of this scoring criterion.

The category of Budget & Budget Justification is worth a total of 45 points. A maximum of ten (10) additional points may be earned by increasing the amount of cash match.

For organizations submitting a budget that includes a match in excess of ten percent, additional points will be awarded in the scoring process. See Review Process Section page 44.

E. Reporting and Record Requirements – The proposer will keep all records and reports in such form and containing information as may be required by administrative rule or executive policy, or as necessary to meet reporting requirements established by HCAAA, COH, DADS, Texas Legislative Budget Board, Administration on Aging or any other funding authority.

The proposer will maintain such accounts and documents and these documents will serve to permit expeditious determination to be made at any time of a change in fund status within the award. This will also include the disposition of all monies received from HCAAA, and the nature and amount of all charges claimed to be against such funds.

Additionally, proposers shall:

- Maintain all records of the current contract year for a minimum of one (1) year after termination of the contract or longer, if pending litigation, claims, or audit involving records are unresolved.
- All records must be maintained in a central location for monitoring purposes, except where the provision of services require that the records be maintained at the local service site for the convenience of the client and/or the proposer.
- Proposers shall allow the DADS, the COH, the HCAAA, and/or their authorized representative to have access to all records for the purpose of audit, monitoring, or to make examinations, excerpts, and transcripts for hearings or other administrative proceedings.

The Federal Freedom of Information Act (5 United States Code, 552) does not apply to such records. Unless required by Federal, State, or local law, grantees or proposers are not required to permit public access to such records.

F. Americans with Disabilities Act (ADA) – Certified proposers and their subcontractors shall adopt procedures to insure compliance with Titles I - V of the ADA in regard to issues of employment, discrimination in providing public services, public accommodations, telecommunications, and compliance with the Rehabilitation Act of 1973.

G. Reporting Abuse - Proposers shall report suspected cases of abuse, neglect, and exploitation to the Department of Family and Protective Services, 1-800-252-5400, Office of Consumer Affairs 1-800-720-777 or visit <http://www.dfps.state.tx.us/> within 24 hours of awareness. Proposers shall also report appropriate types of suspected abuse cases to local police officials.

H. Outreach and Training - Proposers shall provide activities to ensure participation of eligible elderly persons and shall provide training for staff and volunteers to insure effective service delivery to the elderly. Successful proposers will participate fully in HCAAA outreach and training activities.

I. Coordination with Other Agencies - Proposers shall coordinate their activities with other human service agencies to ensure access and participation of eligible elderly persons. Coordination of Services should be described in Service Narrative of the proposal.

J. Equal Employment Opportunity - The proposer shall incorporate in its written personnel policies and procedures a plan for equal employment opportunity, including provisions for veterans and disabled individuals.

- The proposer shall ensure that each program activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons as provided for in Section 504 of the Rehabilitation Act of 1973, as amended. When structural changes are required, these changes shall be in keeping with the 45 C.F.R. Part 74.
- The proposer shall ensure that benefits and services available under the contract are provided in a nondiscriminatory manner as required by Title IV of the Civil Rights Act of 1964, as amended.

K. Conflict of Interest - Any organization proposing to provide services as specified by this RFP must disclose any financial (direct or indirect) interest in the organization held by employees of the HCAAA, Advisory Council members or HDHHS employees. For purposes of this disclosure, HCAAA employees shall also include persons related within the second degree of consanguinity or affinity.

L. Services to Private Membership Prohibited - Proposers must ensure that facilities and services shall not limit participation to membership of a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. (See 40 TAC, Chapter 84.1 (g).) All proposers must operate in compliance with the Older Americans Act and its subsequent amendments.

M. Insurance - Proposers must maintain insurance that protects the health and safety of clients and employees. (See 40 TAC, Chapter 84.1 (k) and COH Forms Section, Attachment B.)

N. Facilities - The proposers shall ensure that they comply with all applicable local building codes, ordinances, and health department requirements, as well as all federal and state laws and regulations, in order to provide a safe environment in which to participate. (See 40 TAC, Chapter 84.1 (l)).

O. No Smoking Policy - The smoking and use of tobacco products within facilities or vehicles funded in whole or in part by the Older Americans Act or the HCAAA, or other funds pooled with such funds to meet the cost of services under the Older Americans Act, shall not be permitted. (See 40 TAC, Chapter 84.1 (n). The COH, Texas Ordinance No. 2006-1054 should also be referenced as a guide.

P. Certification Regarding Debarment - Federal Executive Order 12549 requires funding agencies to screen each covered potential proposer/subcontractor to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. (See COH Forms Section, Attachment A.)

Each covered proposer/subcontractor must also screen each of its covered subcontractors/proposers. Failure to comply with this request will result in the

rejection of an applicant's proposal. An eligible organization meets one of the following criteria:

- Any organization proposing to contract or subcontract to render goods or services receiving in excess of \$25,000 in federal funds
- Any organization proposing to contract or subcontract, regardless of the amount, that will have a critical influence on or substantive control over a covered transaction such as principal investigators, proposers of audit services, and researchers.

Q. Certification Regarding Lobbying - DADS requires that all potential proposers and their subcontractors certify that no federal funds have or will be used to support lobbying activities and submit a Form-LLL, "Disclosure Form to Report Lobbying" if non-federal funds are being used to support lobbying efforts. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation.

R. Compliance with Section 504 of the Rehabilitation Act of 1973 - DADS requires that all potential proposers and their subcontractors certify compliance with Section 504 of the Rehabilitation Act of 1973 in regard to discrimination of people with disabilities. (See 40 TAC, Chapter 279).

S. Monitoring - The HCAAA, or its representatives, shall periodically evaluate and monitor all proposers and their programs. HCAAA shall have access to all financial records and documentation, which supports the expenditure of awarded HCAAA funds.

T. Proposer Performance Standards – Successful proposers are responsible for upholding required standards of service and are subject to annual performance reviews.

U. Proposer Responsibilities for Compliance - All successful proposers with the COH, HCAAA are subject to the applicable state and local rules regarding Compliance with Proposer Responsibilities, Rewards and Penalties, (40 TAC, Chapter 81.13) and Compliance with Harris County Area Agency on Aging Sub-recipient Responsibilities, Rewards and Penalties.

V. Audit Reporting Requirements - The Proposer shall furnish such reports to HCAAA, as may be specified to maintain its reports and files in compliance with 45 C.F.R. Part 74, and to make its reports and files available to auditing entities as specified by 45 C. F. R.

W. Policies and Procedures - Proposers shall maintain a Policies and Procedures Manual. The Manual shall include organizational policies regarding purpose of agency, general operations, programs, equal employment

opportunity, sexual harassment, disabilities, receiving gifts and gratuities, conflict of interest, chain of command, organizational chart, job descriptions, employment practices, orientation and training, employee compensation, work schedule and time reporting, benefits, leave time, holidays, drug free work place, discipline, dismissal, employee grievances, job descriptions, performance evaluations, delivery of services, health and safety of staff and clients, client grievances, client eligibility, client contributions, client and record confidentiality, client satisfaction surveys, and program self-monitoring instrument. All proposers are subject to the Policies and Procedures of the Harris County Area Agency on Aging.

X. Emergency Management - All service proposers must assist the HCAAA, the Department of Aging and Disability Services, the Federal Emergency Management Agency (FEMA), and other governmental entities which have an interest or role in meeting the needs of the elderly in planning for, during, and after natural, civil defense, and/or manmade disasters.

Y. Reimbursement and Compensation – Proposers must sign a COH contract to be compensated for services provided.

On a monthly basis, vendors/contractors are required to submit invoices reflecting the previous month's expenditures. The HCAAA shall use the contracting methodology below for the procurement of goods and services for the provision of services to older adults.

- Cost reimbursement contracts:
- Fixed or variable unit rate performance-based contracts
- Combination of cost reimbursement contracts and fixed or variable unit rate performance-based contracts, and
- Other agreements, as deemed necessary

All invoices must be accompanied by applicable supporting documentation for each item in which reimbursement is being requested. Examples are a follows:

- Mileage Reimbursement – Employee/Volunteer name, address of place of origin and destination, total miles per trip and date of each trip, reason/purpose for travel
- Seminars and Trainings – Participant sign-in sheets, media used to promote seminar/training, agendas, programs and curriculum
- Conferences - Conference information and registration
- Timesheets – Employee name, date and time documenting each day of work and percentage of time spent on HCAAA funded program/services
- Service units rendered as a result of these expenditures

Each request may require additional information. All reimbursements will be reviewed and approved based on support documentation and the line items charged in the approved budget.

The service and total units of service to be reimbursed by HCAAA will be indicated in the award letter. Award letters for cost reimbursement services will contain the service and amount of the award. Proposers shall invoice only for services actually provided accompanied by support documentations (receipts, timesheets, travel logs, sign-in sheets etc.).

The following requirements must be adhered to for compensation (as applicable):

- A unit rate service is considered to be "at risk". "At risk" means the proposer is responsible for delivering service units at the unit rate negotiated with HCAAA. If the cost per unit rate increases during the terms of this agreement, proposer will be responsible for identifying resources other than those funded by HCAAA to cover the difference.
- The proposer is required to use the Texas Department of Aging and Disability Services/Harris County Area Agency on Aging's budget and budget amendment software.
- Computations shall be entered on HCAAA approved Budget Calculation Methodology Forms and submitted along with appropriate reports.
- In order to ensure the timely processing of financial reports, reports must be submitted in accordance with the schedule approved by HCAAA.
- Proposer recognizes that the HCAAA has budgeted federal and/or state funds, as per the budget for this contract, and that payment cannot exceed such sum unless the contract is amended in accordance with the provisions herein.
- **Adjustments to unit rate reimbursement will be considered only in instances where the proposer suffers operating losses due to events over which they have no control, or reasonably could not anticipate, and where there has been an adjustment in the state rate.**
- Unit rates will not be adjusted to offset poor management planning, which includes hiring additional employees, increases in salaries, supplies and other costs. Unit rates will not be adjusted because service unit counts have dropped.

Z. **Computer Equipment** – Each proposer is required to have a system that is capable of transferring electronic files, tracking and producing client service data, performance and financial reports, and a monthly invoice. It is suggested that equipment also has the capability of reading Microsoft Excel files, Internet

Explorer, and an internet connection speed at a minimum of digital subscriber line (DSL). Each provider is required to have a system that meets the minimum requirement listed below.

SPECIFICATIONS	NETWORK	CLIENT	STAND ALONE
Processor	3.2 ghz Pentium Processor	1.2 ghz Pentium Processor	1.2 ghz Pentium Processor
RAM	512 mb RAM	512 mb RAM	512 mb RAM
Free Disk Space	2 gb	1 gb	1 gb
Operating System	32-bit Windows	32-bit Windows	32-bit Windows
Screen Resolution	N/A	800x600 with 256 colors	800x600 with 256 colors
Floppy Drive	3.5"	N/A	N/A
CD Drive	4x CDRW	4x CDRW	4x CDRW
Network Interface	N/A	Yes	Yes

AA. Proposer Eligibility Requirements:

- **Proposer Eligibility Criteria** - To be considered, a proposer must meet the following requirements:
 - Be free from government fund debarment or suspension
 - Maintain facilities and personnel policies that comply with the Americans with Disabilities Act and Equal Employment Opportunity Commission
 - Maintain insurance that protects the health and safety of clients and employees
 - Provide an independent audit of the past fiscal year
 - Maintain **at least 90 days operating capital**
 - Enroll as a COH approved vendor
 - Meet and maintain the following COH requirements:
 - Certification Regarding Debarment, Suspension. See COH Forms Section, Attachment A
 - Insurance that protects the health and safety of clients and employees that comply with COH and all applicable state and federal statutes. See COH Forms Section, Attachment B and 40 TAC, Chapter 84.1 (k). The selected proposer(s)

must show evidence of the minimum level of insurance coverage as prescribed by the COH. Once proposers are selected, insurance coverages may be modified. For your use as a model, a certificate of insurance form is also included.

- Affirmative Action and Contract Compliance for MWBE. See COH Forms Section, Attachment C.
- Equal Employment. See COH Forms Section, Attachment D
- Drug Policy. See COH Forms Section, Attachment E
- Fair Campaign Ordinance. See COH Forms Section, Attachment F
- Indemnification. See COH Forms Section, Attachment G
- Affidavit of Ownership or Control. See COH Forms Section, Attachment H
- Pay or Play. See Attachment I

BB. Proposal Deadlines and Important Dates

- **Distribution of Proposal**
 - The RFP is available:
 - On the Harris County Area Agency on Aging's website at <http://www.houstontx.gov/health/Aging/index.html>.
 - On site at the Harris County Area Agency on Aging at 8000 North Stadium Drive, 3rd Floor, Houston, Texas 77054
 - Copies of the RFP will be available for pick-up from **8:00 a.m. to 5:00 p.m.**
- **Proposal Submission** - All copies must be delivered to and received at the office listed below no later than **12:00 o'clock noon, Friday, August 22, 2008:**

**Anna Russell, City Secretary
City Hall Annex
900 Bagby Street
Houston, Texas 77001**

Proposer cannot submit additional proposal documents or attachments after the submission deadline, unless requested by the HCAAA.

HCAAA will not accept proposals transmitted electronically or by facsimile machines (FAX). Late proposals will not be accepted under

any circumstance; nor will they be accepted at 8000 N. Stadium Drive, Houston, Texas 77054.

- **Proposal Documents** - Proposals must be typed on 8 1/2 by 11-inch white paper. The proposal must be submitted in accordance with the order of requirements shown in Section VI, Proposal Submission Requirements.
- **Number of Copies** - All proposals must be submitted in **quadruplicate** with the original bound in a three ring binder signed by authorized official(s) in blue ink and three copies **bound in top left corner with a binder clip.**
- All copies must be sealed and packaged together, labeled with the “**Area Agency on Aging**” on the package and all required forms.
- **Technical Assistance and Questions** - Only general questions concerning the preparation of the proposal and proposal content will be addressed at the pre-proposal conferences. Proposers are encouraged to carefully read the proposal specifications prior to the conference and be prepared to ask questions.
 - Only written inquiries will be accepted regarding the RFP and must be submitted to Elizabeth Flores. ***No telephone inquiries will be accepted.***
 - *Proposers may submit questions via email, fax, or mail. All questions must be received by 5 p.m., Wednesday, August 20, 2008. Questions can be submitted via e-mail to aging@cityofhouston.net, mailed to Harris County Area Agency on Aging, Attn: Elizabeth Flores, 8000 North Stadium Drive, 3rd Floor, Houston, Texas 77054, or faxed to 713-794-9238.*
 - **All inquiries must include:**
 - *Contact Person’s Name*
 - *Address*
 - *Area code and Phone Number*
 - *Area code and Fax number*
 - *Email Address, and*
 - ***Subject: FY09 Request for Proposal***
 - *Question(s) with reference to related section in the RFP*

Questions will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be posted to the Harris County Area Agency on Aging website.

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III. FUNDING STREAMS

A. Funding

1. Funding Available - Funding is available primarily through the Older Americans Act of 1965 and its subsequent amendments and other HCAAA resources.

The following services are provided under authority and funded under Title III of the Older Americans Act through the DADS and State General Revenue funds. The award of any contract, based on proposals received in response to this request for proposal, is contingent upon HCAAA receiving adequate Title III and State General Revenue funds.

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IV. SERVICE CATEGORY DESCRIPTIONS AND REQUIREMENTS

SUPPORT SERVICES

1. Demand Transportation

Note: Services for transportation will be administered by the HCAAA.

Non Emergency Medical Transportation

a. **Service** – Transportation proposer(s) should adhere to the requirements of 40 TAC, Chapter 84.3 in the delivery of services. i.e., doctors appointment or RX pick-up

b. **Service Delivery** - Transportation service proposer is to provide transportation for eligible seniors. Transportation services will be provided to passengers from curbside pick-up to curbside drop-off. Proposer should also have emergency preparedness procedures addressing situations such as: fire, floods, hurricanes, relative to client's access to service.

c. **Client Eligibility Requirements** - Participants must be 60 years of age or older, with priority given to meeting the needs of persons with greatest economic or social needs. The clients will be determined for eligibility by the HCAAA or service proposer. Services will be authorized by the HCAAA Access and Assistance Staff. Any transit proposer funded by the Older Americans Act shall not deny eligible participants transportation services. **An escort that is required to accompany a participant is considered an eligible passenger. There will be no charge for the escort to accompany the passenger.**

d. **Client Access** – The service proposer will provide transportation services in all of Harris County, including municipalities, unless otherwise approved by HCAAA. Proposer services shall be accessible to clients in terms of location, hours of operation and number of days per week. The proposer is to indicate service capacity and if applicable, policies and procedures which govern the organization's ability to provide the service.

e. **Service Area** - HCAAA serves all of Harris County, including municipalities.

f. **Unit of Service** - A unit of service is defined as one-way trip (ride) per client from place of residence to requested destination.

g. **Unit Rate** - Unit rate is defined as the cost to transport one participant one way to or from a specified location.

h. Scheduling –Client or client representative will arrange transportation services.

i. Program Performance - The proposer will perform the following:

- Establish a system, which provides for safe and timely pick-up and discharge of passengers and which affords adequate opportunity to each passenger to board and exit with passenger assistance, as necessary. The driver will notify passengers that the vehicle is waiting and shall be required to wait a minimum of ten minutes for a scheduled passenger.
- Report any occurrence of on-board problematic behavior of passengers to the HCAAA within two hours of the time of occurrence of on-board problem and a written report must be completed by the proposer within 24 hours.
- Stop at the safest and easiest locations for loading and unloading of passengers. Drivers will not stop across the street from the passenger's point of arrival or departure and will escort the passenger, if required, to the passenger's door. **Additional special instructions and procedures may be required for pick-up and drop-off of passengers to and from the specified location. These instructions may vary and could include, by the way of illustration and noted limitation, (i.e. knocking on the door to inform a hearing impaired participant of the arrival, assisting passengers by opening doors or where necessary, make certain that someone is at home to receive the passenger).**
- Obtain and keep on file the current driving record transcripts for the preceding three years on each driver, drug test results, criminal records and will submit these to the HCAAA with a copy of the proposer's personnel policies and procedures relating to driver qualifications, conduct, evaluation and conditions for termination from employment.
- Have effective heating and air conditioning for use during appropriate seasons, and must maintain a temperature range of 65 to 80 degrees Fahrenheit.
- Develop procedures for notifying appropriate persons (e.g., families of passengers) of delays, cancellations and emergencies. The procedures will be submitted to the HCAAA for review and approval.
- Have equipment, including back-up vehicles, that is clean and comfortable and will be free from appearance defects such as unsightly body damage or in a dirty condition. For qualified proposers, HCAAA retains the right to inspect vehicles to be used in this program.

- Are prohibited from asking passengers for gratuities or tips or from receiving money from the passengers in performance of this agreement.
- Smoking, eating and drinking are prohibited in the vehicles by drivers or passengers.
- Only driver and eligible participants may be in the vehicle during transportation of program participants.
- All drivers must have successfully completed an approved course in passenger assistance techniques within twelve months of employment.
- Drivers must have successfully completed and met the requirements of the 40 TAC 84.3 and all applicable city, county and state requirements.

j. Frequency of Service - Transportation shall be provided a minimum of five days a week, Monday through Friday, from 8:00 A.M. - 5:00 P.M., and a minimum of **251 days a year (October 1 through September 30)**. **However, the frequency of service may exceed five days per week and twelve hours per day where services are performed from 7am to 7pm.** The proposer will not be responsible for failure to provide service under this agreement if fire, strikes, floods, storms, or other factors, which are beyond the control of the proposer, cause such failure.

k. Delay in Service Delivery - If a vehicle is delayed, by more than thirty (30) minutes in picking up a senior, the participant should telephone the HCAAA at such number as the agency designates, and report delays. Whenever there is a delay, which has been caused by a mechanical breakdown of the vehicle scheduled to provide a passenger with a ride, the driver will notify the HCAAA immediately and take appropriate action to assure back-up service is provided. If a passenger is stranded in a vehicle due to a mechanical breakdown or other such emergency, the proposer will send another vehicle or vehicles as soon as possible in order to complete the scheduled rides.

l. Reporting Requirements - The transportation proposer will submit, within 24 hours of an occurrence, the following reports to HCAAA:

- Any incident reports. All incidents must be reported to HCAAA the day of the occurrence, complete and filed on a DADS occurrence report with the HCAAA and DADS.
- Justification for suspension of driver.
- All complaints must be reported to the HCAAA program staff.

m. Vehicle Equipment/Maintenance - The proposer will assure that all vehicles and associated equipment are maintained to minimize breakdowns and

decreased the chance of occurrences. Each vehicle must have available the following working safety equipment:

- Approved fire extinguisher that is annually certified
- Operating flashlight
- Vehicle must have front and rear seat restraints

The proposer will maintain a scheduled vehicle maintenance program that will assure that breakdowns are minimized. Proposers will have in place an established preventive maintenance program that will do much to assure that breakdowns are minimized. This program should encompass the following:

- An informal daily check for operational readiness, which is constructed in such a way to document any problems.
- Complete maintenance records for each vehicle.
- Regular maintenance service checklist based on time or mileage.

n. Communication Devices – Each vehicle/driver must be equipped with some form of electronic communication device for the purpose of informing the participant of delays or no-shows.

o. Payment Methodology – Variable unit rate.

p. Special Factors for Consideration

- Unit rate/cost.
- Ability to provide continuity in the delivery of service (back-up drivers as needed).
- Ability to perform administrative requirements; consistently provide supportive, clear and verifiable documentation of services provided on a timely basis.
- Ability to comply with the 40 TAC, Chapter 84.3 “Transportation Service Requirements for the Elderly” and any additional requirements of the HCAAA, HDHHS of the COH.
- Equipment, organization and experience.

- Ability to transport participants to specified locations **within Harris County.**

2. Residential Repair Services

a. Service – Residential Repair Service proposers must perform repairs and/or modifications that are essential for maintaining the health, safety and independence of older citizens and adhere to the requirements of 40 TAC, Chapter 84.19 in the delivery of services.

b. Service Delivery – Residential repair service proposers must be able to provide repair service in the areas of:

- Accessibility Modifications - Structural adaptations to meet the needs of older persons who have disabling conditions
- Weatherization – Repairs and/or modifications or purchase of supplies that protect the home or its resident(s) from the effects of the weather, conserve energy or provide alternative energy sources to heat or cool
- Safety and Security Modifications – Measures that prevent occurrences such as fires or intrusion into a dwelling and the repair, modification, treatment or removal of safety hazards in the home or yard
- Essential Appliance – Appliances necessary to sustain a healthy environment and independent living

No service shall commence prior to approval from the HCAAA. The HCAAA will not pay for any services without prior approval. All services must be completed by September 30th of the contract year. Proposer should also have emergency preparedness/evacuation procedures addressing situations such as: fire, floods, and hurricanes, relative to client continued access to service. Compliance with procedures established by DADS in 40 TAC, Chapter 84.1 is mandatory.

c. Client Eligibility Requirements - Participants must be 60 years of age or older, with priority given to meeting the needs of persons with greatest economic or social needs. The clients will be determined for eligibility by the HCAAA or service proposer. Services will be authorized by the HCAAA Access and Assistance Staff.

d. Client Access – Services will be accessed by the client through the HCAAA Access and Assistance staff. Proposer services shall be accessible to clients in terms of location, hours of operation and number of days per week. The proposer is to indicate service capacity and if applicable, policies and procedures which govern the organization’s ability to provide the service.

- e. **Service Area** - HCAAA serves all of Harris County, including municipalities.
- f. **Unit of Service** - A unit of service is defined as the repair of a home regardless of service(s) performed or the number of times repairs are provided. A unit of service may not exceed \$3,000.
- g. **Unit Rate** - Unit rate is defined as variable unit rate.
- h. **Scheduling** - The residential repair proposer will schedule with each client time of service delivery after service have been authorized and approved.
- i. **Program Performance** - The proposer will perform the services as identified in section 2b.
- j. **Frequency of Service** – Frequency of service will be determined by HCAAA Access and Assistance staff.
- k. **Documentation** - Units of service must be documented in the SAMS database or the tracking system required by the HCAAA. The service provider shall maintain official files containing information that identifies participants, documents eligibility, establishes procedures for emergency care and contact, and documents when a client was provided oral or written procedures for contributions and complaints. The service proposer shall maintain official files containing information which identifies participants' address, unit of service provided and type of repair service performed.

NUTRITION SERVICES

- a. **Proposals for Nutrition Services** – A proposer may bid on a congregate and/or home delivered meal service by designated service area(s) or municipality as defined in the Nutrition Planning Documents on page 134. One contract will be issued to a provider for the provision of services, regardless of the number of service areas and or the number of services awarded to the provider.
- b. **Services Areas** – Proposals for congregate and home delivered meals must be submitted according to the following designated geographical nutrition service areas. The successful proposer **must** serve all zip codes in the designated services areas(s).

The COH reserves the right to award multiple providers within the following service areas. See Nutrition planning documents on page 134.

- | | |
|-----------------------|-----------------------|
| Service Area 1 | Service Area 5 |
| Service Area 2 | Service Area 6 |
| Service Area 3 | Service Area 7 |
| Service Area 4 | Service Area 8 |

For congregate meal program, the Nutrition Planning Documents Section on page 134 reflects approved senior centers being managed by current providers.

Any proposed site must be accessible to clients and demonstrate the availability to serve an average of thirty-five (35) seniors daily. In addition, where applicable each site must include a plan for providing transportation to and from the center. To establish a new site, the need must be documented and must be located outside a five-mile radius of any existing site.

Should any of the senior locations listed in the current service areas not be included in an organization’s service plan, it will be necessary to submit detailed information describing the organizations’ plan to ensure all seniors in the service area have an opportunity to access nutrition services.

- b. Funding for Services** – The following table lists approximate funding available for nutrition services.

CONGREGATE MEALS	HOME DELIVERED MEALS	TOTAL ALLOCATION
\$1,633,451.00	\$3,598,499.00	\$5,231,950.00

****Estimated Funding By Service Area Based on Population and utilization.**

- C. Rates for Nutrition Services** – The Meal Quote table below includes conservative rates based on a quarterly averaging and are subject to change. **THE MEAL QUOTE BELOW SHEET INCLUDES CONSERVATIVE RATES BASED ON A QUARTERLY AVERAGING AND ARE SUBJECT TO CHANGE.**

- **Meal Rates:**

Estimated Scale Rate October 1, 2008

Congregate Bulk

	<u>4% CPI</u>	<u>DRI increase plus \$.25</u>
Under 1000	2.30	2.55
1000- 1500	2.13	2.38
1501-2000	2.03	2.28
2001-2500	2.01	2.26
2501-3000	1.97	2.22
3001-3500	1.93	2.18
Over 3500	1.88	2.13

<u>Home Delivered Preplated</u>	<u>4% CPI</u>	<u>DRI increase plus \$.25</u>
Under 2500	2.63	2.88
2500-3000	2.51	2.76
3001-3500	2.36	2.61
3501-4000	2.29	2.54
4001-4500	2.25	2.50
4501-5000	2.22	2.47
Over 5000	2.16	2.41

- **Transportation For Congregate Meal Sites:**
 - One way trip - **\$4.06 for 2.5 mile radius**
 - Incremental rate **beyond 2.5 radius is \$1.94 per mile**

f. Frequency of Service – A hot meal shall be served each weekday, between 11:00 am and 1:00 pm, five (5) or more days a week. Any deviation from this schedule must have prior approval from the Director of the HCAA or its designee. The exception is with the delivery of frozen home delivered meal in outlying areas where such frequency is not feasible. The submitted budget and proposal narrative should reflect when the frequency of the services is less than 251 days. A list of approved holidays observed by the provider should accompany the Request for Proposal. The proposal narrative should describe an alternative meal arrangement plan when the meal provider reduces the number of required operational days. See a list approved FY09 COH Holiday on page 133.

g. Meal Preparation Service Requirement – All meals (hot, cold, frozen, shelf staple, and /or liquid supplement) served under the Older American Act Title III (Grants for State and Community programs on Aging) Nutrition Program must comply with the most recent dietary guidelines published by the Secretary of Agriculture , and

- Provide to each participating older individual-
 - A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of National Academy of Sciences, if the project provides one meal per day.

h. Types of Meals – For the purpose of this RFP, the approved meal types include congregate, home delivered, shelf staple, and frozen meals. The service outcome of these meals is defined as follows:

- Congregate Meals – The service outcome for congregate meal is to promote better mental and physical health for older people through nutritious meals and socialization. Proposers should review the 40 TAC, Chapter 84.5 carefully and adhere to the requirement for the provision of service.

- Home Delivered Meals (HDM) – The service outcome for HDM is to promote better health for homebound older persons who are eligible for nutritious home-delivered meals. Proposers should review the 40 TAC, Chapter 84.5 carefully and adhere to the requirement for the delivery of services.
- Shelf Staple Meals – Shelf staple meals are designed for distribution during periods of emergencies. Shelf staple meals are not intended to replace the regular hot noon meal on a routine basis. The use of these meals should be incorporated in the proposal service delivery plan. Reimbursement for these meals will be at the rate negotiated with the approved Contractor.
- Frozen Meals – The distribution of frozen meals is designed for distribution in remote areas whereby the daily delivery of a meal is not logistically or economically feasible and an eligible senior has been defined as a high-risk frail elderly during the assessment.
NOTE: If these meals are to be used as an integral part of the home delivered meals program, then the basis and mechanism for doing so must be incorporated in the proposed service delivery plan. The distribution of frozen meals for any other purpose must have prior approval of the HCAAA in order to receive reimbursement. The reimbursement for these meals will be at the rate negotiated with the designated HCAAA meal preparation provider.

i. Documentation – A confidential participant case record shall be developed, organized and maintained on each congregate and/or home delivered meal participant served. Files must be protected from damage, unauthorized inspection, and made available for monitoring and audit purposes. For the purpose of monitoring, all files should be maintained at the central administrative location for access in facilitating the monitoring process.

Record must contain all 40 TAC 84.5 and 84.6 requirements which include:

- Intake Information
- Documentation of eligibility, assessment and reassessment
- Procedures for emergency care.

The Provider responsibilities include:

- Provider must assess the participant
- Provider must submit assessment to HCAAA for approval and authorization prior to beginning services
- The contact agency should initiate assessment services within ten (10) calendar days of receiving the referral
- Provider must maintain client confidentiality

- There must be written procedures for obtaining written consent of the participant for release of confidential formation to other service providers.
- Reassessment of the participant but is not limited to completion of the forms required to assess the participant's functional abilities and dietary needs, eligibility, and inquiry of any changes in the persons life that could impact their functional level.

j. Needs Assessment - All proposers for congregate and/or home delivered meals are required to include the results of a needs assessment study for each area they propose to serve.

k. Emergency Procedures – A plan indicating emergency preparedness must be developed detailing the organization's plans for emergency preparedness for alternate meal service in the event of unexpected event for each congregate and/or home delivered meal location. The plan should address different types of emergency situations and must contain provisions for each site location. See Nutrition Service Delivery Form N-1 page no. 126

3. Congregate Meals

(Service Area 1, Service Area 2, Service Area 5, Service Area 6)

a. Service Definition - The provision for a hot or other appropriate meal which meets the one third (1/3) Daily Recommended Intake (DRI) as established by the Food and Nutrition Board of National Academy of Sciences – National Research Council and which is served in a congregate setting to an eligible participant. The nutrition proposer will serve the meals to eligible participants in a congregate setting. The provider must provide service in accordance with 40 TAC 84.5.

b. Service Delivery – All congregate meals served under the Older Americans Act Title III (Grants for State and Community Programs on Aging) Nutrition Program may contract with the approved provider of choice for FY09.

Should a successful proposer choose to pilot a meal preparation service:

- The meal service must be in accordance with the recommended 1/3 DRI.
- The organization must submit the menus for approval by HCAAA.

d. Access - The nutrition provider must provide a congregate site that is convenient and accessible to the proposed targeted population. A map identifying senior centers currently providing congregate meal services is in the Service Area map Section. Note: Proposers seeking to provide services in Multi-Service Centers on this list must show equivalent in-kind support in lieu of rent. (See Budget Section page 60)

e. Client Eligibility – Participants must meet the eligibility provisions as stated in the Older Americans Act. Service eligibility requirements are as follows: congregate meals must be provided to persons 60 years of age or older, spouse of senior adults, and disabled person, regardless of age, who live with and accompany an eligible older participant to the nutrition site. References Older American Act and 40 Texas Administrative Code 84.5.

f. Documentation – Units of service must be documented in the SAMS database or the tracking system required by the HCAAA. The service provider shall maintain official files containing information that identifies participants, documents eligibility, establishes procedure for emergency care and contact, and provides information when participant was provided oral or written procedures for contributions and complaints. Additional documentation requires two-day advance meal reservation forms, sign in sheets, meal delivery receipts, transportation receipts, and any other requirements of HCAAA.

g. Budget – **A single budget must be submitted regardless of the proposed number of service area(s).** The budget for congregate programming must be based on a four-hour program. All proposals must address participant's need for round-trip transportation from the participant's residence to the nutrition site. The HCAAA will provide funding availability for transportation upon approval of proposal.

h. Meal Costs – The reimbursable unit rate will be negotiated based on total budgeted expenses and overall projected units. The level of support will be determined by the availability of funds. The meal preparation rate will be added to the negotiated rate. Reimbursement for each type of meal will be at the negotiated rate, utilizing THHSC unit rate methodology.

i. Site Locations – All proposed sites should incorporate priority zip code areas (see attached) in the proposal submission. If these zip codes are not included in the service delivery plan, please indicate plans to serve participants in this area. Proposals for any new site(s) to be operated in the area must be accompanied by a documented needs assessment. Unless otherwise exempted, all sites must be accessible to participants. These are based on Older Americans Act targeted populations and medically underserved areas.

j. Site Occupancy - Sites should be handicapped accessible and in compliance with the American with Disabilities Act or have a timetable for compliance. All sites must demonstrate the ability to serve and maintain a minimum of thirty-five (35) seniors daily. The submission must include a list identifying the site, site address, number of participants and a plan for providing transportation to and from the site. See Nutrition Service Delivery Form N-1 page 126.

k. Waiting List Procedures – Standardized waiting list procedures shall be provided to successful proposers by HCAAA.

I. Subcontracted Services – All subcontracted agreements involving the provision of the meal service and the use of awarded dollars must meet the approval of the HCAAA. Any proposed subcontractor agreements must be included in the proposal. All proposed nutrition agreements under a subcontract agreement are subject to the same requirement as the proposer. See Organizational Information Forms A – 2, 70.

m. Service Activities – Activities must adhere to the provisions of 40 TAC 84.5, which includes a lunch meal to be served each weekday, except approved holidays. Nutrition outreach and monthly nutrition education sessions are required activities. Services funded by sources other than the Older Americans Act may include information and referral, access and assistance, health and educational programs, and/or recreational activities.

n. Nutrition Outreach – Nutrition Outreach is a program requirement and shall be conducted with emphasis addressing the target population of at-risk seniors, as defined in the Older American Act.

Please note: Expenses for Nutrition Outreach Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.

o. Nutrition Risk Survey – All congregate meal providers are required to use the DADS Determine Your Nutritional Health Risk Survey Form to Measure a Congregate Client’s Nutritional status. All congregate meal participants must be surveyed and the information must be updated annually.

p. Training – Each site coordinator must maintain a current Food Service Manager’s Certification. To ensure continuity in food handling procedures, and alternate certified food service manager must be available in the absence of the site coordinator. Include in the proposal submission plans for training staff in the areas of direct provision of meal service 40 TAC 84.5 (r) requirements. See Nutritional Service Delivery Form N-1. See page no. 126

q. Nutrition Education – An annual written plan for monthly nutrition education must be developed and nutrition education shall be provided at each congregate nutrition site once per month. The program shall be approved by a qualified dietician prior to implementation and must address the nutritional needs of seniors. Support documentation must meet the requirements of 40 TAC 84.5(t). See Nutrition Service Delivery Form N-1. See page no. 126

Please note: Expenses for Nutrition Education services are not reimbursable and projected expenses must not be included in administrative costs for congregate meals.

r. **Focal Points** – Congregate senior programs shall be a part of a system of services to promote independent living for the elderly by serving as a focal point for services. The proposal should identify senior centers acting as Focal Points, and information that describe activities at the center(s). The proposal should indicate if the center(s) is involved in community activities and service information will be provided to the DADS for centers designated as Focal Points. See Nutrition Service Delivery Form N-1 on page 126 and Focal Point Checklist on page 126.

s. **Unit of Service** – A unit of service equals one meal served in accordance with DADS, 40 TAC nutrition Service Requirements.

t. **Payment Methodology** – Fixed rate. Reimbursement will be at the negotiated unit rate for all eligible Title III meals.

Cong		Trans	1st Filipino, 8603 S. Kirkwood, 77099 KeyMap: 539P
Cong			75 Lyerly Nutrition Site, 75 Lyerly, 77022 KeyMap: 453F
Cong		Trans	Alief Sharpstown, 8201 Roos St., 77036 KeyMap: 530J
Cong			Bellerive Apts., 7225 Bellerive, 77036 KeyMap: 534E
Cong		Trans	Bordersville Sr. Ctr., 19301 Hightower Lane, Humble, 77338 KeyMap: 335X
Cong			Chinese Sr. Assoc., 10303 West Office Dr., 77042 KeyMap: 529D
Cong		Trans	Fondren Site 6601-A So. Braeswood, 77096 50
Cong		Trans	Harbach Ripley, 6225 Northdate St., 77087 KeyMap: 534U
Cong		Trans	Kingspoint/Vietnamese Catholic Martyr Church, 10610 Kingspoint, 77075 KeyMap:576P
Cong		Trans	North Central Sr. Ctr., 9718 Clark Park, 77076 KeyMap: 453B
Cong		Trans	Oakwood Unit Meth Ch, 7029 Appleton Street, 77022 KeyMap 453L
Cong		Trans	Settegast Nutr Ctr, 8100 Kenton, 77028 KeyMap: 455N
Cong	HDM	Trans	Sunnyside MSC, 4605 Wilmington St., 77051 KeyMap: 573D
Cong			Telephone Rd Apts, 6000 Telephone Rd., 77087 KeyMap: 535S
Cong		Trans	Vietnamese Comm., 8282 Bellaire, Ste. 124, 77036 KeyMap: 530F

4. Home Delivered Meals (Service Area 4)

a. Service Definition - The provision of a meal (hot, cold, frozen, shelf staple, and /or liquid supplement) served under the Older Americans Act Title III (Grants for State and Community programs on Aging) Nutrition Program must comply with the most recent dietary guidelines published by the Secretary of Agriculture , and

- Provide to each participating older individual-
 - A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of National Academy of Sciences, if the project provides one meal per day.

b. Service Delivery – All home delivered meals must be delivered directly to the participant, or to an authorized caregiver, or placed in the home with the participant’s permission at the convenience of the participant. The participant must give the delivery person permission to enter their home. All meals must be delivered within the four-hour time window (which is indicated on the meal delivery receipt) of leaving the meal preparation facility. The proposer is responsible for the delivery of a hot meal five (5) days per week or otherwise approved five (5) meals to the participant every week.

c. Client Eligibility – Participants must be 60 years of age or older, homebound, or the spouse of an eligible participant and meet at least the requirements of 40 TAC 84.5 and 84.6 and other current eligibility, requirements as described in the Older Americans Act.

d. Participant Assessment – Participants must, at the time of service initiation, meet the minimum score requirement on the DADS 2060 and must have demonstrated a need for home delivered meal services based on 40 TAC 84.5 (a) (2) and 84.6. The assessment must be updated at least every twelve (12) months. Proof of participant assessment is required of all homebound clients. Provider must submit assessment to HCAAA for approval and authorization prior to beginning services.

e. Budget – A single budget must be submitted regardless of the proposed number of service area(s).

f. Meal Costs – The reimbursable unit rate will be negotiated based on total available funds and projected units to be supported for the meal program in all awarded service area(s). Reimbursement for each type of meal will be at the established rate according to HHSC unit rate methodology.

g. Days of Services – Budgets should be based on 251 service days. Budgets based on less than 251 days of service, due to additional non-service and/or holidays, should be reflected in a budget. See list of projected FY09 COH holidays in the attachment section page 133.

h. Distribution Site Locations – A list of all distribution sites in the proposed service area that identify service population must be submitted with the proposal. See Nutrition Service Delivery Form N-1 page 126

i. Waiting List Procedures – Standardized waiting list procedures shall be provided to successful proposers by HCAAA.

j. Subcontracted Services – All subcontracted agreements involving the provision of the meal program service must meet the approval of the HCAAA and any proposed subcontractor agreements must be included in the proposal. All proposed nutrition agreements under the subcontractor arrangement are subject to the same requirements as the contractor. See Organizational and Program Design Forms A – 2 and A - 3, page 48-49.

k. Service Activities – Program service activities include ongoing nutrition outreach and all provision of 40 TAC 84.5 for home delivered meals. Services include a lunch meal to be delivered each weekday (except approved holidays) between the hours 10:30 a.m. and 2:00 p.m., monthly/annually nutrition education in the home and appropriate referrals to other services. Activities may include other in-home service providers by resources other than those supported through the Older Americans Act.

l. Nutrition Outreach – Nutrition Outreach is a program requirement and shall be conducted with emphasis on increasing the number of participants in the program's preferred target group as defined in 40 TAC, as defined in the Older Americans Act.

Please note: Expenses for Nutrition Outreach Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.

m. Nutrition Risk Survey –All home delivered meal participants must be surveyed and the information must be updated annually.

n. Nutrition Education – An annual written plan for nutrition education must be developed and nutrition education shall be provided to each homebound participant in accordance with state requirements. The program shall be approved by a qualified dietitian prior to implementation and must address the nutritional needs of seniors. See Nutrition Service Delivery Form N-1 page 126.

Please note: Expenses for Nutrition Education Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.

o. Training – Each site coordinator for home delivered meal program is required to maintain a current Food Service Manager’s Certification and to have an alternate certified food service manager who must be available in the absence of the site coordinator. The proposal must include plans for training staff in the areas of direct provision of meal service and 40 TAC 84.5 (r) requirements. See Nutritional Service Delivery Form N-1. See page no. 126

p. Meal Transport Packaging – Approved transportation supplies and carriers/coolers must be used to ensure the protection of food during delivery to the participant. Approved containers must maintain appropriate temperatures, avoid crushing or spillage during transport, and must meet program requirements stipulated by the HDHHS, HCAAA or other governing agencies.

q. Route Schedules – The proposed route schedule of homebound service areas must be submitted with the proposal to include all zip codes within the service area. Service plans and delivery times to participants must encompass a time frame that allows delivery of the meal to each participant between 10:30 a.m. and 2:00 p.m. This time shall not exceed the four-hour window from the time the meal leaves the meal preparation facility and the time the participant receives the meal. The start time will be indicated on the meal delivery ticket. Should there be extenuating circumstance that precludes the delivery of service by the designated time, the HCAAA must be notified.

r. Unit of Service – A unit of service equals one complete meal served in accordance with DADS, 40 TAC Nutrition Service Requirements.

s. Payment Methodology – Fixed rate. Reimbursement will be at the negotiated unit rate for all eligible Title III meals.

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V. AWARD PROCEDURES AND GENERAL LIMITATIONS

A. This Request for Proposal does not commit the COH to award a contract in each service category. The COH will not pay any costs incurred in the preparation of a proposal responding to this request.

B. Proposals will become a part of the COH's official files without any obligation on the COH's part to return them to the individual proposer.

C. The COH and the selected proposer will agree upon a contract for submission to City Council for consideration and approval. In the event a contractual agreement cannot be reached with the proposer, the COH reserves the right to negotiate with other respondents to the Request for Proposal. The COH reserves the right to establish with the successful proposer the exact terms and conditions of the contract including, but not limited to: scope, role, price and subcontracting fee.

D. Proposals will be evaluated pursuant to the criteria contained in the Proposal Content Section.

E. The proposer shall not offer any gratuities, favors or anything of monetary value to any official or employee of the COH for the purpose of influencing consideration of a proposal.

F. Proposer(s) shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This prohibition is not intended to preclude subcontractors and joint ventures. The COH encourages subcontracts and joint ventures for the purposes of: (a) responding to and (b) establishing a consultant team with the required experience and skill to perform the services required.

G. All proposals submitted must be the original work product of the proposer. Copying, paraphrasing or other use of substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will be cause for the proposal to be rejected.

H. Unless an alternative procedure accepted by the Federal/State government is used, the selected proposer will adhere to billing procedures of the COH and to all standard contractual requirements of the COH.

I. This Request for Proposal and the project(s) operated hereunder by the proposer shall be governed by units of service as defined in Part IV, Service Category Description & Requirements.

J. The COH has sole discretion and reserves the right to reject any and all proposals received in response to this and to cancel at any time prior to entering into a formal agreement. The COH reserves the right to modify and combine parts of proposals and to request post-proposal modifications.

K. It is the COH's intent to negotiate a contract with the selected proposer deemed most capable of serving the interests of the COH in accordance with the evaluation criteria specified. The COH reserves the right, however, to conduct post-proposal discussions with any proposers who have a realistic possibility of a contract award. These discussions could include requests for additional information, proposal modification and revision, and contract negotiations.

L. The COH reserves the right to:

- Negotiate an increase in the contract amount of up to 25% if funds become available and/or if in the best interest of the COH. In such cases, no additional solicitations or proposals are necessary.
- Reduce contract funding, if the HCAAA does not receive adequate funding from the Texas Department on Aging and Disability Services or the Housing and Community Development Department or if the proposer fails to perform as agreed.
- Letter of recommended funding will be issued by the HCAAA once recommendations have been considered by the Director of the Houston Department of Health and Human Services (HDHHS). This letter will offer the successful proposer agency a funding level for the proposed project, which the Director of HDHHS will recommend to City Council. Agencies will also be required to submit revised line item budget(s) based on the recommended funding levels prior to the execution of the contract.
- **On the basis of this letter, the HCAAA makes budgetary allocations. However, only a fully executed contract is binding. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without a guarantee of compensation.**
- Once the contract documents are properly executed and the support documents assembled by the proposer, they are submitted to the HCAAA. HCAAA will review the documents for adequacy and completeness. **ANY INCOMPLETE SUBMISSION MAY DISQUALIFY THE SUBMISSION OR MAY BE RETURNED TO THE APPLICANT FOR COMPLETION.**
- Once the contract is approved by City Council, it is circulated for any remaining necessary signatures. After all necessary signatures are obtained, a copy is returned to the proposers from HCAAA. **ONLY AFTER THE CONTRACT IS FULLY EXECUTED (PROPERLY SIGNED**

BY ALL PARTIES AND GIVEN A NUMBER BY THE CONTROLLER'S OFFICE) MAY REIMBURSEMENT REQUESTS BE PROCESSED AGAINST THE CONTRACT.

- In accordance with 40 TAC, Chapter 81, a service provider whose proposal is denied or whose contract is terminated or not renewed (except as provided in 45 C.F.R. Part 74, Subpart M) has the right to appeal such an action. Applicable sections of 40 TAC, Chapter 81 are available upon request.

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VI. PROPOSAL SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information as a part of the proposal document. In order to ensure some degree of uniformity in the submission of general information, selected forms have been formatted and are included for use. Organizations bidding for more than one service must submit a complete proposal package, per service. Narrative Format - Applicants must complete all sections of the proposal as outlined below. Be complete and specific in your responses. **IT IS IMPORTANT TO ADHERE STRICTLY TO ONLY THE PROVISION OF INFORMATION REQUESTED.**

PROPOSAL CONTENT - All proposals must be submitted in the following order:

Table of Contents

Cover Page – Form A – 1, Page

Section 1: Organizational Information (Form on page 48) **(2 pgs + organizational chart = 3 pgs) 45 points**

1. Describe the history of your organization including your mission and/or purpose statement, including prior history or work with the COH or other public agencies. What services do you currently provide? How do proposed services promote your organization's mission? How do the proposed services relate to the services currently provided by your organization?
2. Describe your capacity to deliver proposed services consistent with the Older American Act priorities.

Section 2: Collaborative Initiatives/Relationships (Form on page 49) **(4 pages) 35 points**

1. Describe past and current projects where collaborative initiatives have enhanced and/ or expanded service capabilities and filled service gaps.
2. Describe relationships with potential partners for the services identified in this request for proposal, and the roles and responsibilities.

Section 3: Program Design and Delivery (Form on page 50) **(4 pages) 45 points**

1. Describe the proposed program activities and describe the specific outcomes, unduplicated individuals and proposed number of service units. (Please note the scope of work

- should reflect all the significant activities described in your narrative and only the activities in this RFP will be considered)
2. Describe the type of evidence your organization used to support your proposed program, where applicable.
 3. Describe the staffing patterns of the proposed program. Indicate how many full time equivalent (FTE) employees will participate and the staff/volunteer qualifications for these positions. Describe employee recruitment and retention strategy.
 4. How will you ensure that the proposed services are available to those persons who most need the services? Describe how your organization will promote the availability of the proposed services.

Section 4: Evaluation/Quality Management Section

(Form on page 51)

(2 pages)

45 points

1. Write a brief narrative on the evaluation of a similar or identical service previously implemented. Include both quantitative and qualitative data to support success and challenges of process and outcomes monitoring.
2. How will you use evaluation information and client feedback, to modify and/or improve you services?
3. Describe you organization’s capacity to use HCAA data management systems and your staffing plan to meet data management requirements.
4. How will you ensure that the data submitted HCAA are accurate, complete and submitted in a timely manner?

Section 5: Budget (no page limit)

(Form on page 60)

30 points

Complete the attached Budget Forms, as applicable, and include a narrative justification. Prepare a 12-month budget. Budget must not exceed funding availability as described in this RFP. The budget and budget justification submitted with this proposal should reflect all the significant activities described in the narrative and scope of work for a twelve-month period.

Section 6: City of Houston Required Forms

Attached all required forms as described on page 90

Read, sign and return the COH Certification forms

COH Forms

- Equal Employment Opportunity
- Drug Policy
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form
- Insurance Requirements
- MWBE – Attachment C page (101)
(Please see COH website for most current version of form)
- Fair Campaign
- Indemnification
- Affidavit of Ownership or Control
- Financial Forms
 - Most Recent Audited Report
 - Current Financial Statements
 - The proposed budget is to be submitted on the diskette that has been provided. Include signed original in proposal. **(See attached Budget Section, Page 60)**
 - Budget
 - Budget Justification - Discuss assumptions to develop budget. - **Form F – 1, Page 61**
 - IRS Certificate

Section 6: HCAAA Required Forms

1. List of Affiliate Companies and Organizations - **Form A – 6**
2. List of Board Members - **Form A – 7, Page 53**
3. Attach most recent board meeting minutes
4. List of Business References - **Form A – 8, Page 54**
5. Conflict of Interest - **Form A – 9, Page 55**

VII. REVIEW PROCESS

Every proposal submission must meet the first level of evaluation prior to being considered for additional evaluation levels. Once a proposal has met the requirements of the First Level of evaluation, it will be reviewed during each of the remaining five levels of evaluation. All proposals must contain original signatures; copies will not proceed to level 2.

For organizations submitting a proposal for more than one service, each service will be evaluated on its own merit and scored separately.

Evaluation process of the proposals will consists of the following:

A. Level One – Completeness of Submission. This phase will include the review of all proposals and submission forms section, as noted on page 46. Required documents not included or not signed (original signatures) by the authorized officer or an authorized representative will deem the proposal ineligible for further review.

B. Level Two – Review Committee. The proposal review committee members will review each proposal content in the following areas:

1. Organizational Information
2. Collaborations/Relationships with Other Organizations
3. Program Design and Delivery
3. Evaluation/Quality Management
5. Budget
6. City of Houston Required Forms
7. HCAA Required Forms

Panel members will score proposals independently. Review committee members may submit written questions to the proposer based on the review of their proposal. Responses to the written questions are to be addressed at the presentation to the review panel.

C. Level Three – Presentation to the Review Committee. Each proposer will be given an opportunity to present its proposal, in person, to the proposal review committee and respond to questions the committee members may have. This review process will be held in Harris County, Texas. Only those proposers who score between 160 - 200 will be requested to present to the review committee.

- **Scoring of Proposals - The review committee will score proposals using a point system.** The minimum acceptable (passing) score is 140 (one hundred and forty).The maximum possible score without additional quality points is 200.

**Quality points are additional points added yo the base score for each proposal. (See Level Five)

D. Level Four Review – Recommendations by the review committee to the Area Planning Advisory Council.

E. Level Five Review - Recommendation(s) will be presented to the Director of HDHHS and upon consideration, the recommended awards will be forwarded to City Council for review and approval. The Mayor and City Council maintain final authority in awarding or denying contracts for aging services. ALL PROPOSALS MUST RECEIVE A COMPETITIVE SCORE OF 160 TO BE ELIGIBLE FOR QUALITY POINTS.

<u>Items Scored</u>	<u>Maximum Score</u>
Organizational Information	30
Collaborations/Relationships with Other Organizations	35
Program Design and Delivery	45
Evaluation/Quality Management	45
Budget	45
TOTAL	200
<u>Quality Points</u>	
Providing Services in Rural Areas (Please refer to the Attached List of Harris County Zip Codes)	15
Match	10
TOTAL	25

SCORING SCALE FOR
CASH MATCHING RESOURCES
(Services with 10% Minimum Match)

PERCENT MATCHING RESOURCES	ADDITIONAL POINTS
10.00-10.99	0
11.00-14.99	4
15.00-29.99	6
30.0-49.99	8
50.0 and greater	10



SUBMISSION FORMS

Harris County Area Agency on Aging
FY09 RFP
Supportive Service Proposal Cover Page
Form A – 1



1. Organizational/Company/Firm/Information

Corporation/Company Name: _____

Corporation/Company Submitting Bid: _____

Headquarters Address:

Number & Street: _____

City, State, Zip Code: _____

(Area Code) Phone Number Voice: _____

(Area Code) Phone Number Fax: _____

E-Mail Address: _____

Subsidiary/Division of: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Tax Identification Number: _____

2. Services for which this Proposal is Being Submitted:

**FY 2009 SERVICES RFP
SECTION 1
ORGANIZATIONAL INFORMATION
FORM A - 2**

THIS SECTIONS IS LIMITED TO 3 PAGES.

Organization: _____

Service: _____

HISTORY

CAPACITY TO DELIVER PROPOSED SERVICES

**FY 2009 SERVICES RFP
SECTION 2
COLLABORATIVE
INITIATIVES/RELATIONSHIPS
FORM A - 3**

THIS SECTION IS LIMITED TO 4 PAGES.

Organization: _____

Service: _____

COLLABORATIVE INITIATIVES/RELATIONSHIPS

**DESCRIBE PAST PROJECTS AND CURRENT PROJECTS
SERVICE ENHANCEMENT
SERVICE GAP SOLUTIONS
ROLES AND RESPONSIBILITIES**

**DESCRIBE CAPACITY BUILDING FOR POTENTIAL PROVIDERS
(SUBCONTRACTORS/PARTNERSHIPS)**

**ROLES AND RESPONSIBILITIES
GOVERNING BOARD
ADMINISTRATIVE FUNCTIONS
FINANCIAL RESPONSIBILITIES**

**FY 2009 SERVICES RFP
SECTION 2
PROGRAM DESIGN AND DELIVERY
FORM A - 4**

THIS SECTION IS LIMITED TO 4 PAGES.

Organization: _____

Service: _____

**PROPOSED PROGRAM ACTIVITIES
OUTCOMES
UNDUPLICATED INDIVIDUALS
PROPOSED NUMBER OF SERVICES UNITS**

TYPE OF EVIDENCE

STAFFING PATTERNS

AVAILABILITY OF SERVICES TO POPULATIONS

**FY 2009 SERVICES RFP
SECTION 3
EVALUATION/QUALITY MANAGEMENT
FORM A - 5**

THIS SECTION IS LIMITED TO 2 PAGES.

Organization: _____

Service: _____

EVALUATION NARRATIVE

EVALUATION AND CLIENT FEEDBACK

ORGANIZATION'S CAPACITY FOR DATA MANAGEMENT SYSTEMS

ACURRACY OF SUBMISSION DATA

**FY 2009 SERVICES RFP
AFFILIATE COMPANIES
FORM A-6**

Organization: _____

Service: _____

Check None and initial if applicable and sign.

None: _____

Company/Organization's Name	Address

Signature

**FY 2009 SERVICES RFP
CONFLICT OF INTEREST
FORM A - 9**

Organization: _____

Service: _____

Check None if applicable and sign.

Organization: _____

None: _____

Employee Name	Relationship	Percent Ownership

Signature

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**Budget Forms as Required by the
Texas Department of Aging and Disability Services**

**PLEASE ALSO SEE PDF FILE LABELED BUDGET
INSTRUCTIONS**

Forms Included in this Budget Forms Section:

**Budget Justification
Column Definitions & General Directions
Cost Reimbursement Line Item Budget
Personnel Cost**

Please see the HCAAA web page for soft copies of the following budget documents

<http://www.houstontx.gov/health/Aging/index.html>

**In-Kind Match Certification (Please see)
Budget Worksheet Certification
Fixed Rate Reimbursement Line Item Budget
Budget Worksheet Calculation of Fixed Rate
Fixed Rate Reimbursement Line Item Budget
(Transportation)
Budget Worksheet Calculation of Unit Rate
(Transportation)**

The following forms must be submitted with each budget submission:

**Required: Budget justification
Personnel Cost
Budget Worksheet Certification**

When applicable:

**In-Kind Match Certification
Fixed Rate Reimbursement Line Item Budget
Budget Worksheet Calculation of Fixed Rate
Fixed Rate Reimbursement Line Item Budget
(Transportation)
Budget Worksheet Calculation of Unit Rate
(Transportation)**

**FY 2009 SERVICES RFP
BUDGET JUSTIFICATION FORM
FORM F - 1**

Service: _____

Name

Date

Title

Organization

INSTRUCTIONS FOR COMPLETING THE BUDGET WORKSHEET

The Budget Worksheet is to be completed by Home Delivered/Congregate Meal contract/vendor providers. The Budget Worksheet is to be used by the contract/vendor provider, Texas Department of Aging and Disability Services (DADS) and Area Agency on Aging (AAA) staff or their representative to determine a per meal unit rate.

AAA/Region Name:

Enter the name of the AAA or the Region representing DADS in rate negotiation with vendors/sub-contractors.

Provider Information:

Enter Provider/Vendor Name in cell C3, Contract Number in cell G2 if applicable, Service in cell G3, Period Covered in Year-to-Date in cell C4 and the number of months of expense used as the basis for year-to-date actual in cell D11.

Budget Information:

Column C - Year-to-Date Actual Expenses

Report year-to-date actual expenses in the appropriate line items. Expenses should be reported on an accrual basis and in accordance with the guidelines outlined in these instructions.

Column D - Annualized Expenses

The expenses reported in column C, "YTD Actual Expenses" will most likely not represent 12 months of expenses. Formulas have been included to calculate this information based on the number of months of expenses used as the basis for year-to-date actual listed in cell D11.

Formula: The year-to-date actual expenses, column C, divided by the annualized expense number of month's year-to-date based on the number from cell D11 multiplied by 12.

Column E - Budgeted Expenses for New Contract Year

Report in column E the budgeted expenses for the new contract year. Reasonable adjustments can be made to expenses annualized in column D based on anticipated increases or decreases in costs that will occur during the prospective contract year.

If the expenditure is paid annually the amount budgeted in column E will be less than annualized expenditures in column D. Enter "annual payment" in column G for "Reason for difference".

This amount will not include the State Generated Revenue (SGR) funding received from the Texas Department of Agriculture.

Column F - Percent Difference (Budgeted to Annualized)

Formulas have been included to calculate this information.

Formula: The budgeted expense for the new contract year, column E amount, divided by the annualized expense, column D amount, minus 1.

Column G - Reason for Difference (If Over Routine Inflation Percentage)

The current routine inflation percentage is 1.02%. If any percentage in column F is greater than 1.02%, identify the reason in column G. Maintain supporting documentation for the increase. For any Cost Area when "Other" is used for expenditures, you must explain these expenditures.

Total Number of Meals Provided

Report the total year-to-date number of all meals in cell C90.

Total Number of Anticipated Meals

The provider must enter the proposed number of meals or the number of proposed meals for each funding sources in cell D101 through D109. This does not include units that will be provided with the SGR from Texas Department of Agriculture.

Budgeted Cost per Meal

Based on the budgeted expenses (E89) and the anticipated or projected number of meals (cell E91), the cost per meal is calculated in cell H92.

Revenue Based on Projected Meals

When entering the proposed number of meals by funding source the worksheet will calculate the amount of revenue required from each funding source on the Budget Worksheet.

Please note, revenue is based on calculated rates which have been rounded to the nearest cent, and the total of the calculated revenue (cell F110) may differ from the total budget expense (cell E89).

Page 4 - Budget Worksheet Calculation of the Per Meal Unit Rate

The total budgeted expenses for the contract year, item 1, is linked to cell E81 of the budget worksheet. For item 2, the number of meals is linked to the information entered in cells D90 through D95 of the budget worksheet.

All information and calculations on this worksheet are automated. Any adjustments to the information must be made on the source documents (Budget Worksheet and In-Kind Match Certification).

Once the per meal unit rate has been determined, this page must be dated and signed by the contract/vendor provider representative and DADS, AAA staff or their representative.

The contract/vendor provider representative must be an individual legally responsible for the conduct of the contract/vendor provider, such as a sole proprietor/owner, a partner, a corporate officer, an association officer, a Board member or a governmental official.

Page 5 - Budget Worksheet Certification

This page must be signed by an individual legally responsible for the conduct of the contract/vendor provider, such as a sole proprietor/owner, a partner, a corporate officer, an association officer, a board member or a governmental official.

In-Kind Match Certification

If no in-kind is requested by the provider, this page does not have to be completed.

The total of the value column (cell G22) is used to calculate the match reduction from in-kind in cell D24 of the Budget Worksheet Calculation of the Per Meal Unit Rate.

This page must be signed by an individual legally responsible for the conduct of the contract/vendor provider, such as a sole proprietor/owner, a partner, a corporate officer, an association officer, a Board member or a governmental official. The certification must be submitted with the rate setting forms.

Accounting Method

All financial information must be based upon the **accrual method** of accounting. This method of accounting requires expenses (as reported in Column C, Year-to-Date Actual Expenses) be reported in the period they are incurred, regardless of when they are paid. Governmental units may use the cash method or the modified accrual method where required by statute, ordinance, charter or constitution. Cost reporting by contract/vendor providers should be consistent with generally accepted accounting principles (GAAP), which are those principles approved by the American Institute of Certified Public Accountants (AICPA).

Allowable and Unallowable Costs

Allowable and unallowable costs, both direct and indirect, are defined in Federal Circulars OMB A-87 and A-122. When a particular type of expense is classified as unallowable, the classification means the expense will not be included in the per meal unit rate determination. The classification does not mean individual contract/vendor providers may not fund the expenditure with other

sources.

Reasonable and Necessary

The description of reasonable and necessary costs is designed to be a general guide. The reasonable and necessary criteria are to be applied to allowable costs.

- (1) "Reasonable" refers to the amount expended. The test of reasonableness includes the expectation that the provider seeks to minimize costs and that the amount expended does not exceed what a prudent and cost-conscious buyer pays for a given item or service. In determining the reasonableness of a given cost, the following are considered:
 - (A) the restraints or requirements imposed by arm's-length bargaining (i.e., transactions with non-owners or other unrelated parties, federal and state laws and regulations, and contract terms and specifications); and
 - (B) the action that a prudent person would take in similar circumstances, considering his responsibilities to the public, the government, his employees, clients, shareholders, and members, and the fulfillment of the purpose for which the business was organized.
- (2) "Necessary" refers to the relationship of the cost, direct or indirect, incurred by a provider to the provision of contract/vendor services. Necessary costs are direct and indirect costs which are appropriate in developing and maintaining the required standard of operation for providing services in accordance with the contract and state and federal regulations. In addition, to qualify as a necessary expense, a direct or indirect cost must meet all of the following requirements:
 - (A) the expenditure was not for personal or other activities not directly or indirectly related to the provision of contract/vendor services;
 - (B) the cost does not appear as a specific unallowable cost in these instructions;
 - (C) if a direct cost, it bears a significant relationship to the contract/vendor service. To qualify as significant, the elimination of the expenditure would have an adverse impact on service quality;
 - (D) the direct or indirect expense was incurred in the purchase of materials, supplies, or services provided to clients or staff in the normal conduct of operations to provide the contract/vendor service;
 - (E) the direct or indirect costs are not allocable to, or included as a cost of any other program in either the current, a prior, or a future cost-reporting period;
 - (F) costs are net of all applicable credits;
 - (G) allocated costs of each program are adequately substantiated; and

(H) the costs are not prohibited under other pertinent federal, state, or local laws or regulations.

Reporting Expenses

Report only those reasonable and necessary expenses that reflect the activity of the contract/vendor provider and are directly related to the provision of home delivered/congregate meals. Do not report expenses of other activities.

- (1) Direct costs are those costs that are incurred by a provider, which are definitely attributable to the operation of providing contract/vendor services. Direct costs include, but are not limited to, salaries and non-labor costs necessary for the provision of contract/vendor services. In the Meal Program, the salaries of cooks and other food service personnel are direct costs, as are food, non-food supplies and other such dietary costs.
- (2) Indirect costs are those shared costs which benefit, or contribute to, the operation of providing contract/vendor services, other business components, or the overall entity with which DADS or the AAA have contract/vendor. These costs could include, but are not limited to, administration salaries and non-labor costs, building costs, insurance expense and interest expense. Central office and/or home office administrative expenses are considered indirect costs. Indirect costs must be allocated directly, or as a pool of costs across those business components sharing in the benefits of those costs.

Nutrition Education

In accordance with Sections 331 (42 USC 3030.e) and 336 (42 USC 3030.f) of the Older Americans Act Amendments of 2006, congregate and home delivered meal nutrition service projects must provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants or recipients. Texas Administrative Code Title 40, Part 1, Chapter 84, §84.5 requires nutrition education be provided monthly to each participant for both home delivered and congregate meals.

For all common home delivered meal providers, the rate setting process must include the nutrition education expenditures. The expenditures for nutrition education can not be included as administrative costs of the nutrition service.

For the non-common providers and congregate meal providers, it is optional whether to include nutrition education in the rate setting process. Due to NAPIS requirements, if you choose to exclude the expenditures from the rate setting process, you must budget and report nutrition education activities as a separate service. **Please note:** The budget will include DADS funds, local cash and/or in-kind.

Depreciation

In determining whether to expense or depreciate a purchased item or repair, depreciate any single item costing \$5,000 or more and having a useful life of more than one year. Expense a purchased item or repair when the single item costs less than \$5,000 or has a useful life of one year or less with the exception of Controlled Assets.

Include only assets that are used directly or indirectly in the provision of contract/vendor services.

Depreciation may not be reported for items funded with federal or state funds. If items have partial federal or state funding, the reported depreciation must be proportional to the non-federally or state funded portion.

Allowable depreciation expense includes only straight-line depreciation. No additional first-year depreciation or accelerated depreciation is allowable.

The following estimated lives for depreciable assets are the minimum requirements: buildings, 30 years with a 10% salvage value; passenger automobiles (including minivans), 3 years; light trucks and vans, 5 years; and buses, 7 years. Additional depreciation information is included in "Attachment A."

Cost Allocation

Direct costing must be used whenever reasonably possible. Direct costing means allowable costs, direct or indirect, incurred for the benefit of, or directly attributable to, a specific business component must be directly charged to that particular business component. In the case of direct costs as defined in these instructions, direct costing is required. In the case of indirect costs as defined in these instructions, it is necessary to allocate these costs either directly or as a pool of costs across those business components sharing in the benefits.

If cost allocation is necessary for budget worksheet purposes, contract/vendor providers must use reasonable methods of allocation and must be consistent in their use of allocation methods across all program areas and business entities.

Allocation methods should be based on criteria that directly relate to the contract/program/business entity to which the costs are being allocated.

Allocations may NOT be based upon revenue or budgets.

Allocation Methods

The following is a summary of the acceptable allocation methods for indirect (shared) costs:

Square Footage - Used to allocate building costs.

Total Direct Cost Less Building Costs - Where the services are not equivalent and building space is used to serve clients directly (services are home delivered meals and congregate

meals), the total direct costs of each service/program less the direct building costs can be used as a basis of allocation.

Cost-to-Cost - Where services are not equivalent and building space is not used to serve clients directly, as in a congregate meal setting, total direct costs of each service/program can be used as a basis of allocation.

Labor Cost* - Where services are not equivalent and building space is not used to serve clients directly, as in a congregate meal setting, labor costs including the direct staff wages, contract staff fees (excluding consultants), payroll taxes and benefits of each service/program can be used as a basis of allocation.

Salaries* - Where services are not equivalent, labor costs, including the direct staff wages and contract staff fees (excluding consultants), of each service/program can be used as a basis of allocation.

Functional Basis - Used to allocate costs related to a function (central kitchen costs by meals served, transportation costs by a transportation log).

Time study - Used to allocate indirect (administrative) salary costs to each service/program.

**These methods may not be suitable when a large number of volunteers are utilized.*

In each of these methods, a ratio of each individual component to the total of the individual components is determined and the resulting percentages are used to allocate costs.

For adequate documentation purposes, a written description of each cost allocation method must be maintained which includes, at a minimum, a clear and understandable explanation of the numerator and denominator of the allocation ratio described in words and in numbers, as well as a written explanation of how and to which specific business components the remaining percentage of costs were allocated.

Example: A business entity has a contract with DADS to provide home delivered/congregate meals and has a contract with the Texas Department of Transportation to provide medical transportation services. The entity has staff in a central office that provides support services such as payroll and billing to both the home delivered/congregate meals contract and the medical transportation contract.

The central office staff, building and related costs must be allocated between the two contracts. The cost-to-cost allocation method could be used as follows:

Total direct costs for the home delivered/congregate meals contract:	\$32,136
Total direct costs for the medical transportation contract:	<u>\$50,522</u>
Total direct costs:	\$82,658

(Direct costs are those costs which are incurred by a provider which are definitely attributable to the operation of providing contract/vendor services)

Total Central Office costs:	\$15,439
-----------------------------	----------

$\$32,136 / \$82,658 = 38.88\%$

$\$50,522 / \$82,658 = 61.12\%$

$\$15,439 * .3888 = \$6,003$ to be allocated to the home delivered/congregate meals contract

$\$15,439 * .6112 = \$9,436$ to be allocated to the medical transportation contract

Related Party Transactions

A related party is a person or organization related to the contract/vendor provider entity by blood/marriage, common ownership, or any association which permits either entity to exert power or influence, either directly or indirectly, over the other. Two or more individuals or organizations constitute related parties whenever they are affiliated or associated in a manner that entails some degree of legal control or practical influence of one over the other. This affiliation or association may be based on common ownership, past or present mutual interests in long-term care or other types of enterprises, or family ties. In determining whether a related party relationship exists with the contract/vendor provider, the tests of common ownership and control are applied separately. Control exists where an individual or organization has the power, directly or indirectly, significantly to influence or direct the actions or policies of an organization or institution. If the elements of common ownership or control are not present in both organizations, the organizations are deemed not-to-be related to each other. The existence of an immediate family relationship will create an irrefutable presumption of relatedness through control or attribution of ownership or equity interests.

Costs applicable to services, equipment, facilities, leases or supplies furnished to the contract/vendor provider by organizations related to the provider by common ownership or control are permitted in the allowable cost of the provider at the cost to the related organization. However, the cost must not exceed the price of comparable services, equipment, facilities, leases or supplies that could be purchased or leased elsewhere. The purpose of this principle is two fold: to avoid the payment of a profit factor to the contract/vendor provider through the related organization (whether related by common ownership or control), and to avoid payment of artificially inflated costs which may be generated from less than arm's-length bargaining. The related organization's costs include all actual reasonable costs, direct and indirect, incurred in the furnishing of services, equipment, facilities, leases, or supplies to the provider. The intent is to treat the costs incurred by the supplier as if they were incurred by the contract/vendor provider. Therefore, if a cost would be unallowable if incurred by the contract/vendor provider, it would be similarly unallowable to the related organization. The principles of reimbursement of contract/vendor provider costs described throughout these instructions will generally be followed in determining the reasonableness and allowability of the related organization's costs.

Record Keeping

Contract/vendor providers must maintain records that are accurate and sufficiently detailed to substantiate the information reported on the budget worksheet. These records might include accounting ledgers, journals, invoices, purchase orders, vouchers, cancelled checks, time cards, payroll, mileage logs, loan documents, insurance policies, asset records, inventory records, organization charts, time studies, functional job descriptions and work papers used in the preparation of the budget worksheet. These documents must be available for review by DADS and AAA staff or their representative at the time of rate negotiation.

Access to Records

Each contract/vendor provider or its designated agent(s) must allow access to all records necessary to verify information submitted on budget worksheets. This requirement includes records pertaining to related party transactions and other business activities in which the contract/vendor provider is engaged.

ATTACHMENT A

Excerpts from the depreciation guidelines as published in "Estimated Useful Lives of Depreciable Hospital Assets, 1993 Edition, by American Hospital Publishing, Inc. are as follows:

Land Improvements

Fencing, Brick or Stone	25 years
Fencing, Chain Link	15 years
Fencing, Wire	5 years
Fencing, Wood	8 years
Parking Lot, Open-Wall	20 years
Parking Lot, Gate	3 years
Parking Lot, Striping	2 years

Building Components

Automatic Doors	10 years
Handrails	15 years
Wall Paint	5 years
Wallpaper	5 years

Major food Service, Housekeeping, and Laundry Equipment

Compactor, Waste	10 years
Coffee Maker	5 years
Commercial Garbage Disposal	5 years
Dishwasher	10 years
Electric Can Opener	10 years
Oven (Baking, Roasting)	10 years
Microwave	5 years
Refrigerator - Commercial	10 years
- Undercounter	10 years
- Domestic	10 years
Washing Machine - Commercial	10 years
- Domestic	8 years
Dryer	10 years

Major Miscellaneous Equipment

Air-Conditioner, Window	5 years
Beepers, Paging	3 years
Bulletin Board	10 years
Clock	10 years
Lawn Mower, Power	3 years

Excerpts from the depreciation guidelines as published in "Estimated Useful Lives of Depreciable Hospital Assets, 1993 Edition, by American Hospital Publishing, Inc. are as follows:

Major Miscellaneous Equipment (Continued)

Projection Machine	10 years
Recorder, Tape	10 years
Safe	20 years
Stereo Equipment	5 years
Television Monitor	5 years
Vacuum Cleaner	8 years
Video Cassette Recorder	5 years

Major Furnishings

Bookcase, Metal	20 years
Chair, Executive	15 years
Chair, Folding	10 years
Credenza	15 years
Desk, Metal or Wood	20 years
Library Furniture	20 years
Office Furniture	12 years
Shelving, Portable, Steel	20 years
Work Station	10 years

Major Office Equipment

Accounting/Bookkeeping Machine	5 years
Adding machine	5 years
Calculator	5 years
Computer	5 years
Computer Disk Drive	5 years
Computer Software	5 years
Computer Terminal	5 years
Dictating Equipment	5 years
Duplicator	5 years
Facsimile Transmitter	3 years
Mailing Machine	10 years
Paper Cutter	10 years
Paper Shredder	5 years

Excerpts from the depreciation guidelines as published in "Estimated Useful Lives of Depreciable Hospital Assets, 1993 Edition, by American Hospital Publishing, Inc. are as follows:

Major Office Equipment (Continued)

Partitions, Movable Office	10 years
Photocopier	5 years
Postal Scale	10 years
Stamp Machine	10 years
Stapler, Electric or Air	10 years
Transcribing Equipment	5 years
Typewriter	5 years
Word Processor	5 years

AAA/Region:	Circle: HDM / Congregate
Provider:	

- 1) Were state issued forms utilized? Yes No
- 2) Are there any costs that may be paid annually but would not be annualized? (e.g., insurance, audit costs, licenses, conference costs) Yes No
- 3) Compare previous year's expenses with proposed new year's expenses. (Appropriate increase is current inflation rate of 1.02%) Yes No
 - If variance is greater than the current inflation rate, has justification(s) been provided? N/A Yes No
 - Is explanation of variance acceptable? N/A Yes No
- 4) Was in-kind used to meet all or part of match requirement? Yes No
 - Is the in-kind reported appropriate? (If volunteer time is reported as in-kind, is the rate used for calculation appropriate? If greater than minimum wage, use <http://www.tracer2.com/cgi/dataanalysis/AreaSelection.asp?> N/A Yes No
- 5) Are all costs appropriate? Yes No
 - a) If no, list questioned costs/issues:
 - i) _____
 - ii) _____
 - iii) _____
 - iv) _____
 - v) _____
 - b) Have all questioned costs been resolved? N/A Yes No
- 6) Does the number of anticipated meals include local meals? Yes No
 - a) If no, notify AAA/Contract Manager.
 - b) If local meals are proposed, does the revenue include local cash? N/A Yes No
 - c) If no local meals proposed, why? If no, notify AAA/Contract Manager and request additional information or clarification. If yes, has issued been resolved to satisfaction? N/A Yes No
- 7) Compare previous year's rate with proposed new year's rate. Is variance appropriate and reasonable? Yes No
(Appropriate increase is current inflation rate of 1.02%)
 - a) If yes, review complete
 - b) If no, notify AAA/Contract Manager and request additional information or clarification.

8) Has additional information or clarification been received and approved?

N/A Yes No

a) If yes, review complete.

b) If no, additional action required is:

i) _____

ii) _____

iii) _____

c) Is information or clarification acceptable?

N/A Yes No

Approved by: _____

Date Approved: _____

Identifying & Valuing In-Kind

In-kind match may be obtained from a variety of sources and used to meet the non-federal share match requirements provided they are garnered from the administration and implementation of the Title III program. Collaborating with local organizations can often provide in-kind match. For example, collaborative steering committees and hosting meetings at other agency's offices may count as match, providing the organization is not funding all of its efforts with federal funds. Potential sources of in-kind match include, but are not limited to:

1. Volunteer services used to assist with carrying out the program
2. Donated time of employees of other organizations
3. Donated supplies and loaned equipment or space
4. Donated equipment, buildings and land.

Additionally, an AAA may identify in-kind match when utilizing a contractor. Sources may include but are not limited to:

1. Hiring a contractor to provide services at fee lower than they would usually charge or below market value. In this case, the difference between the fee being paid by the AAA, and the contractor's usual fee, may count as match. For example, if the contractor typically charges \$75 per hour, and the AAA pays only \$50 per hour, the \$25 per hour difference may count as match.
2. Document the office support costs of a contractor. Independent contractors are used to documenting their office costs for tax purposes. Most contractors should be able to document the percentage of office costs associated with your project.

45 CFR 92.24 Matching or Cost Sharing provides guidelines for determining the value of third party in-kind contributions and how an AAA must document the value of third party in-kind contributions.

We have included the complete text from 45 CFR 92.24 Matching or Cost Sharing. The sections that relate to valuing and recording third party in-kind contributions are bolded.

45 CFR 92.24 Matching or Cost Sharing

- (a) Basic rule: Costs and contributions acceptable.

With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

- (1) Allowable costs incurred by the grantee, sub grantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.
- (2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

- (b) Qualifications and exceptions—

- (1) Costs borne by other Federal grant agreements.

Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or sub grantee from a contract awarded under another Federal grant.

- (2) General revenue sharing.

For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.

- (3) Cost or contributions counted towards other Federal costs-sharing requirements.

Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

- (4) Costs financed by program income.

Costs financed by program income, as defined in Sec. 92.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in Sec. 92.25(g).)

- (5) Services or property financed by income earned by contractors.

Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.

(6) Records.

Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allowability of regular personnel costs.

(7) Special standards for third party in-kind contributions.

(i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

(ii) Some third party in-kind contributions are goods and services that, if the grantee, sub grantee, or contractor receiving the contribution had to pay for them, the payments would have been indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, sub grantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.

(iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:

(A) An increase in the services or property provided under the contract (without additional cost to the grantee or sub grantee) or

(B) A cost savings to the grantee or sub grantee.

(iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

(c) Valuation of donated services—

(1) Volunteer services.

Unpaid services provided to a grantee or sub grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or sub grantee's organization. If the grantee or sub grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

(2) Employees of other organizations.

When an employer other than a grantee, sub grantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

(d) Valuation of third party donated supplies and loaned equipment or space.

(1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

(2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) Valuation of third party donated equipment, buildings, and land.

If a third party donates equipment, buildings, or land, and title passes to a grantee or sub grantee, the treatment of the donated property will depend upon the purpose of the grant or sub grant, as follows:

(1) Awards for capital expenditures.

If the purpose of the grant or sub grant is to assist the grantee or sub grantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching.

(2) Other awards.

If assisting in the acquisition of property is not the purpose of the grant or sub grant, paragraphs (e)(2) (i) and (ii) of this section apply.

- (i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a sub grant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost-sharing or matching.
 - (ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or sub grantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in Sec. 92.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.
- (f) Valuation of grantee or sub grantee donated real property for construction/acquisition.
- If a grantee or sub grantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.
- (g) Appraisal of real property.

In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on sub grantees.

Identified below are examples of potential third party in-kind contributions and methodologies for determining their value. These are provided only as examples and do not include all potential sources of in-kind.

Example #1 Congregate Meal Site Volunteers

A contracted provider has three volunteers that assist with serving lunches and clearing tables. Another volunteer, a retired CPA, oversees the collection of program income and the client sign-in roster, assists new clients complete nutritional risk assessments and prepares the bank deposit for all program income collected.

The AAA used the required rate-setting package in negotiating the unit rate paid to this contracted meal provider. If volunteers were not available the provider would have to hire employees to perform these duties and the unit rate would have increased. The value of the volunteer time is allowable as an in-kind contribution.

The cost of staff to perform the duties of the three volunteers that assist with serving lunches and clearing tables would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits. In most areas this would be minimum wage plus FICA.

In valuing the volunteer time you must also consider the amount of time. The three volunteers are at the center an average of three hours per day, five days per week. If the provider were paying for these services how many hours would be required to perform the assigned duties? If the duties could be performed in two hours using two paid staff, the value of the volunteer time would be calculated based on two staff at two hours per day.

The fourth volunteer works two hours per day, five days per week. CPAs in the AAA's region are paid an average of \$25 per hour. The cost of hiring staff to perform the duties assigned to this volunteer would not be based on the skill level of the volunteer but on the skill level required for the assigned duties. If the provider has other staff performing similar duties, the rate would be consistent with those staff members. If there were no staff members performing similar job duties, the rate would be valued consistent with those ordinarily paid by other employers for similar work in the same market area.

Example #2 Volunteer Meal Delivery Personnel

A home delivered meal provider has 10 meal routes serving 80 clients five days per week and a total of 30 volunteers who rotate delivery of meals on these routes.

The AAA used the required rate-setting package in negotiating the unit rate paid to this contracted meal provider. If volunteers were not available the provider would have to hire employees to perform these duties and the unit rate would have increased. The value of the volunteer time is allowable as an in-kind contribution.

The cost of staff to perform the duties of the volunteers would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits.

In addition to the value of the volunteers, the provider can value the transportation cost donated by these providers. The value is based on the distance from where the meals are picked up to the last drop off point and return to the meal pick-up location (round trip) for each route. The

standard mileage rate for 2003 is 36 cents per mile based on the federal IRS publication 463. This rate is adjusted periodically.

Example #3 Ombudsman Volunteers

An AAA has 25 Ombudsman volunteers. While all volunteers are certified, are assigned to a nursing facility and are required to attend training sessions and regular meetings, they have varying skill levels.

The cost of staff to perform the duties of the volunteers would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits. The cost of hiring staff to perform the duties assigned to this volunteer would not be based on the skill level of the volunteer but on the skill level required for the assigned duties (i.e., an entry level program specialist at the AAA).

The value of volunteer services would include time spent in the nursing facility, the associated travel time, training time, and required meeting time. In addition the standard mileage rate (36 cents per mile based on the federal IRS publication 463) can be used for travel associated with the performance of Ombudsman services. As Ombudsman volunteers do not have a regular place of work but have one or more temporary workplaces (nursing homes and the AAA office) the mileage between the Ombudsman volunteer's residence and a temporary workplace may be valued using the standard mileage rate.

Example #4 Advisory Committee Members

An AAA has an advisory committee consisting of (1) Governing Body Official (local elected official) (3) local elected officials, (2) Board members of non-profit service delivery agencies (1 Medical Doctor and 1 University Professor), (2) employees of service delivery agencies, (4) minority members (2 local elected officials and 2 retired workers) (1) 60+ representative from each county in the region totaling 13.

The value of the advisory committee member's time must first be determined. As an AAA would not have staff performing similar duties the rate would be valued consistent with those ordinarily paid by other employers for similar work in the same market area. The value of the services performed by the advisory committee members would not be based on the skill level of the advisory committee member but on the skill level required for the assigned duties.

After determining the value of the advisory committee member's time the AAA must determine which advisory committee member's time can be valued as in-kind. It is the AAA's responsibility to collect the information from the committee members. If the time the advisory committee member is attending the meeting is being paid for by an employer or local entity the AAA must identify the source of the income. If the committee member is not being paid the time can be classified as donated time and valued as in-kind.

administration. If the resource directory is targeted to a specific service such as legal services, or a group of services such as caregiver services, the in-kind would be allocated to the appropriate services.

Example #7 Partnership with Local Community Organization

An AAA establishes an agreement with a local organization to sponsor and support caregiver education and training. The local organization will provide the meeting space, materials and a qualified trainer (who works for the organization). In addition, the local organization will provide door prizes for attendees.

If the local organization's operating costs are not supported by federal funds, the AAA may use the value of the donated space as in-kind. When determining the value of the meeting space, the AAA must determine the market value for securing space for the meeting (similar meeting space). In addition, the value of the trainer may be considered in-kind if the cost for the trainer is not supported with federal funds. For example, if the trainer would normally charge \$75 per hour, the in-kind value would be calculated at \$75 per hour plus fringe benefits. The materials distributed at the training are comprehensive care manuals that after printing are valued at \$20 per manual. The cost of materials provided can be valued as in-kind as long as the cost of materials was not supported by federal funds and the materials are relevant to the training. The door prizes furnished by the local organization cannot be valued as in-kind. If not donated, the door prizes would not be allowable costs.

Example #8 Donated Supplies and Loaned Equipment or Space

A church donates the use of space for preparing and serving congregate meals. The church's kitchen equipment is used to prepare the meals and store supplies. The dining area will seat 200 people. The average number of seniors eating meals at the senior center is 50 per day.

Loaned Space: The contribution of space is valued at the fair rental rate for the space used. Use local rental or lease rates for a comparable building space. Then verify with the local health and fire department the code requirement to determine the square footage requirements per person used for local restaurants.

The kitchen, dining area and restroom area of the church totals 3,000 square feet. Of this amount, the dining area is 2,400 square feet, the kitchen is 500 square feet, the restrooms, entry area and hallway are an additional 100 square feet. Based on local rental/lease rates it is determined a building of this size suitable for meal service would cost \$1,500 per month. The local fire code requires 12 square feet per person in a restaurant. The entire kitchen is utilized in meal preparation and the entry area and halls are necessary to access the kitchen, dining area and restrooms.

$3,000 \text{ sq feet} / \$1,500 = .50 \text{ per sq foot building rental}$

$50 \text{ persons served per day} \times 12 \text{ sq foot per person} = 600 \text{ sq feet} \times .50 \text{ per sq foot} = \300

$\text{Kitchen, entry area, halls, and restrooms} = 600 \text{ sq feet} \times .50 \text{ per sq foot} = \300

$\text{Loaned space value} = \600 per month

Utilities and Janitorial Services: The church provides utilities and janitorial services. The church is used for church related activities an average of 80 hours per week or 320 hours per month, and the utilities and janitorial services cost \$1,500 per month. The time used to prepare and serve the congregate meals is 20 hours per week or 80 hours per month. The total church square footage (sanctuary, offices, meeting rooms, Kitchen, Dining area, common areas) totals 10,000 square feet.

10,000 sq feet / \$1500 = .15 per sq foot cost of building utilities and janitorial
Square footage used for congregate meals = 1,200 square feet (see above)
320 hrs church functions + 80 hrs congregate meals = 400 hrs per month total usage
80 hrs congregate usage / 400 hrs total usage = 20% of total time usage
.15 per sq foot cost of utilities X 1,200 square feet = \$180 X 20% of time usage = \$36 per month
for utilities and janitorial services

Loaned Equipment: The church kitchen equipment, and dining area tables and chairs are used to prepare and serve the congregate meals. The fair rental value of the equipment must be established for all equipment used. Ensure that only items used are valued, not all available items.

Stove, Refrigerator, Freezer, and Dishwasher = \$2,000 per month
Dishes, silverware, glassware, pots, pans, etc. = \$1,000 per month
Tables and chairs = \$200 per month
Total Equipment rental cost = \$3,200 per month

Equipment rental cost \$3,200 X 20% of time usage (see above) = \$640 per month

Donated Supplies: The church agrees to supply paper napkins and non-refillable salt and pepper shakers. These supplies will be kept separate from the church supplies and will only be used for congregate meals. The actual cost or market value of these supplies would be used as in-kind.

**Tier 4 - Congregate Meal Providers
Structured Occupancy Agreement In-Kind Resources Requirement**

Responders to this RFP that are proposing congregate meal sites to be located in an HDHHS facility must supply additional services, not funded through this request, at the indicated value. The budget justification must describe how the additional in-kind services complement the congregate meal program. This form addresses the leasing of space in HDHS facilities only. Values can not be recounted as program activities or resources covered by dollars allocated through this RFP or another agreement with HDHHS. The in-kind service value must meet or exceed the monthly lease cost.

CITY OF HOUSTON MULTI-SERVICE CENTERS

Multi-Service Center	Square Footage Requested	Tier 4 Discounted Monthly Cost Per Square Foot	Value/Month
Acres Homes 6719 West Montgomery Houston, Tx 77091	2,592	\$1.00	\$2,592.00
Fifth Ward/Peavy 4014 Market St. Houston, Tx. 77020	3,788	\$1.00	\$3,788.00
Kashmere 4802 Lockwood St. Houston, Tx 77026	921 Will re-open January 12, 2009	\$1.00	\$921.00
Northeast 9720 Spaulding Houston, Tx 77016	1,180	\$1.00	TBD by Proposer
Magnolia 7037 Capitol St Houston, Tx. 77011	3,320	\$1.00	\$3,320.00
Southwest 6400 High Star St. Houston, Tx. 77081	1,830	\$1.00	TBD by Proposer
Sunnyside 4605 Wilmington St. Houston, Tx. 77051	2,458	\$1.00	\$2,458.00
Third Ward 3611 Ennis St. Houston, Tx 77004 713-527-4005	1,786	\$1.00	TBD by Proposer
Tri- Community 9525 Clinton Dr Houston, Tx 77029	3,187	\$1.00	TBD by Proposer
West End 170 Heights Blvd Houston, Tx 77007	2,924	\$1.00	\$2,924.00

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**

Note: The person legally responsible for the conduct of the contracted provider must sign this *Budget Worksheet Certification*. If a sole proprietor, the owner must sign the *Budget Worksheet Certification*. If a partnership, a partner must sign the *Budget Worksheet Certification*. If a corporation, the person authorized by the Board of Directors Resolution must sign the *Budget Worksheet Certification*. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Name of Contracted Provider	Printed/Typed Name of Signer												
Date	Signature												
Signer Authority: (check one)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;"><input type="checkbox"/></td> <td style="width: 50%;">Sole Proprietor</td> <td style="text-align: center; width: 10%;"><input type="checkbox"/></td> <td style="width: 30%;">Association Officer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Partner</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Board Member</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Corporate Officer</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Governmental Official</td> </tr> </table>	<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Association Officer	<input type="checkbox"/>	Partner	<input type="checkbox"/>	Board Member	<input type="checkbox"/>	Corporate Officer	<input type="checkbox"/>	Governmental Official
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Association Officer										
<input type="checkbox"/>	Partner	<input type="checkbox"/>	Board Member										
<input type="checkbox"/>	Corporate Officer	<input type="checkbox"/>	Governmental Official										

SERVICE _____
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE
PROVIDER _____

1. Total Budgeted Expenses for Contract Year (Amount in Item 8, Column D) \$0.00
-
2. Total Number of Anticipated Units to be Provided (Item 10, Column D)
- Title III _____
- Other Eligible _____
- Non-Eligible _____
- _____
- _____
- _____
- Total Units _____
3. Cost per unit (Line 1 divided by Line 2) 0
-
- #DIV/0!

Reimbursement Calculation

4. Less Minimum Mandatory Local Match of _____ ** (Line 3 multiplied by _____)
5. TDoA/TDHS Negotiated Unit Rate (Line 3 minus Line 4) #DIV/0!
-

*** If any portion of the required match is in-kind, you must complete an In-Kind Certification form. In-Kind match will not be included in the unit rate calculation. You will only deduct the portion of match that is an actual cash match.*

Name of Area Agency on Aging

Printed/Typed Name of Authorized Representative

Printed/Typed Name of Authorized Representative

Signature

Signature

Date

Date

TRANSPORTATION
BUDGET WORKSHEET CALCULATION OF THE ONE WAY TRIP UNIT RATE
PROVIDER NAME

1. Total Budgeted Expenses for Contract Year (Amount in Item 8, Column D)		\$0.00
2. Total Number of Anticipated One Way Trips to be Provided (Item 10, Column D)		
	Title III	
	Title XX	n/a
	Title XIX	n/a
	USDA	n/a
	Other Eligible	
	Non-Eligible	n/a
	Total Units	0
3. Cost per one way trip (Line 1 divided by Line 2)		#DIV/0!

Reimbursement Calculation

4. Projected USDA per Meal Value		n/a
5. Rate Less USDA per Meal Value (Line 3 minus Line 4)		n/a
6. Less Minimum Mandatory Local Match of 10% ** (Line 3 multiplied by .10)		#DIV/0!
7. TDoA/TDHS Negotiated Unit Rate (Line 3 minus Line 6)		#DIV/0!

*** If any portion of the required match is in-kind, you must complete an In-Kind Certification form. In-Kind match will not be included in the unit rate calculation. You will only deduct the portion of match that is an actual cash match.*

 Legal Name of Contracted Provider

 Name of Area Agency on Aging

 Printed/Typed Name of Signer

 Printed/Typed Name of Signer

 Signature

 Signature

 Date

 Date

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CITY OF HOUSTON FORMS

Attachment A	Definition - Certification Regarding Debarment
Attachment B	Insurance Requirements
Attachment C	MWBE – Attachment C page (9) of (13) Attachment D
Attachment D	Equal Employment Opportunity
Attachment E	Drug Policy
Attachment F	Fair Campaign
Attachment G	HDHHS Indemnification and Release
Attachment H	Affidavit of Ownership or Control
Attachment I	Pay or Play
Attachment J	Authorized Signatures
Attachment K	Indemnification and Release Statement

ATTACHMENT A

DEFINITIONS

COVERED CONTRACT/GRANT AND SUBCONTRACTS/SUBGRANTS.

- (1) Any nonprocurement transaction which involves federal and or state funds (regardless of amount and including such arrangements as subgrants) and its agents/grantees.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators
 - b. Providers of audit services required by a federal or state funding source.
 - c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with federal or state regulation to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred".

GRANT

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

INELIGIBLE

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

PARTICIPANT

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

PERSON

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

PRINCIPAL

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

- a. Principal investigators
- b. Providers of audit services required by a federal or state funding source.
- c. Researchers.

PROPOSAL

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

SUSPENSION

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

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

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

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

Federal Executive Order 12549 requires all states to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal or state regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractor/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 to 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 or state government, may pursue available remedies, including suspension and/or the 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 works “covered contract,” “debarred,” “suspended,” “ineligible,” “participant,” “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 federal or state government.

Do you have or do you anticipate having subcontractors/subgrantee 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/grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantee 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 contract/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 or state government, may pursue available remedies, including suspension and/or debarment.

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

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

_____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential contractor/grantee is unable to certify to on 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/she is unable to make certification. Attach the explanations to this certification.

_____ The potential contractor/grantee certifies, by submission of this certification, that if the contractor/grantee, person, principal is debarred, suspended proposed for debarment, declared ineligible or voluntarily excluded from participation during the contract term of this contact/grant, will immediately inform the Houston Department of Health and Human Services of such action.

NAME OF POTENTIAL CONTRACTOR/GRANTEE

PROPOSER ID NO./FEDERAL TAX ID NO. _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

THIS CERTIFICATION IS FOR FY _____, PERIOD BEGINNING _____ and ending _____.

ATTACHMENT B

INSURANCE REQUIREMENTS

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers's Compensation and Employer's Liability	Statutory limits for Worker's Compensation. Bodily Injury by accident \$500,000 each accident Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 each employee
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence
Professional Liability, if applicable	\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

- (3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- (4) Insured Parties. Each policy, except those for Workers Compensation, Employer's Liability and Professional Liability, must name the City (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents or employees.
- (8) Endorsement of Primary Insurance. Each policy hereunder except Worker's Compensation and Professional Liability (if any) must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount shall be commensurate with amount of the subcontract, but in no case shall it be less than \$500,000 per occurrence. Contractor shall provide copies of such insurance certificates to the Director.
- (11) Proof of Insurance

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish to the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, the Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, Director, at his or her sole discretion, may

(1) immediately suspend Contractor from any further performance under this Agreement and being procedures to terminate for default, or

(2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Signed (Executive Director or Authorized Representative)

Date

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 30 days old
2. Name and Address of Producer writing coverage
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of Vi or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies.
4. Names and address of Insured (as shown on policy).
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least 60 days from date of delivery of certificate
9. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

CERTIFICATE OF INSURANCE

PRODUCER [Insurance Agent]	COMPANIES AFFORDING COVERAGE	
	Company Letter A	
INSURED [Name of Engineer]	Company Letter B	
	Company Letter C	
	Company Letter D	
	Company Letter E	

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (Date)	POLICY EXPIRATION (Date)	LIMITS
GENERAL LIABILITY				General Aggregate \$1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				Products-Comp/OP Agg. \$1,000,000
Claims Made				Personal & Adv. Injury \$ no limit required
Occur				Each Occurrence \$ 500,000
				Fire Damage (Any one fire) \$ not required
				Med. Expense (Any one person) \$ not required
AUTOMOBILE LIABILITY				Combined Single Limit \$ 1,000,000
<input checked="" type="checkbox"/> ALL OWNED AUTOS				Bodily Injury (Per Person) \$ no limit required
<input type="checkbox"/> SCHEDULED AUTOS				Bodily Injury (Per Accident) \$ no limit required
<input checked="" type="checkbox"/> HIRED AUTOS				Property Damage \$ no limit required
<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input type="checkbox"/> GARAGE LIABILITY				
EXCESS LIABILITY				Each Occurrence \$ not required
UMBRELLA FORM				Aggregate \$ not required
OTHER THAN UMBRELLA FORM				
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
				Each Accident \$ 500,000
				Disease-Policy Limit \$ 500,000
				Disease-Each Employee \$ 500,000
OTHER Professional Liability				Claim/aggregate \$1,000,000

SPECIAL ITEMS	
The City of Houston (incl. officers, agents and employees) is named as an additional insured on all policies except Worker's Compensation and professional liability insurance. All policies are primary to the additional insured. A waiver of subrogation against the City of Houston, its officers and employees is included in the policy.	
CERTIFICATE HOLDER	CANCELLATION
City of Houston, Texas	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL WRITTEN 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

ATTACHMENT C
(Please see COH website for most current information)



CITY OF HOUSTON
Affirmative Action and Contract Compliance

Minority, Women, Disadvantaged Business Enterprise Program Requirements

I. Documents that must be signed and returned to administering department with the proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status.

A. **MWBE Participation Plan** (Form MWBE-2) - List of proposed Subcontractors and Suppliers

B. Executed Subcontract(s), or Letter(s) of intent for each MWBE Subcontractor or Supplier, including:

Name of MWBE Subcontractor/Supplier
Description of the Scope of Work to be Performed
Dollar value of each proposed MWBE subcontract
or
Documentation of Good Faith Efforts to meet the MWBE Goal.

These documents should be submitted to the Project Administrator identified in the proposal. Good Faith Efforts will be forwarded to the Affirmative Action Division for review.

II. Report that must be submitted during the course of the Contract:

A. **MWBE Quarterly Utilization Report** (Form MWBE-3) - Mail original of completed report to:

City of Houston
Affirmative Action and Contract Compliance
ATTN: Velma Laws
500 Jefferson, suite 1400
Houston, Texas 77002

III. MWBE Requirements:

A. **Purpose**

To facilitate implementation of Chapter 15 Article V of the City of Houston Code of Ordinances relating to Minority and Women Business Enterprises Contract Participation.

B. **Policy**

It is the policy of the City to encourage the full participation of Minority and Women Business Enterprises in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

III. **MWBE Requirements: (Continued)**

C. **Policy Elements**

1. The Contractor agrees to ensure that Minority and Women Business Enterprises, as defined in **Chapter 15 Article V of the City of Houston Code of Ordinances**, have a full and fair opportunity to participate in the performance of City contracts. In this regard, the Contractor shall take all reasonable Good Faith Efforts as defined herein, to meet the MWBE goal for this contract.
2. The Contractor and any Subcontractor/Supplier shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of City contracts.
3. The **MWBE Participation Plan (Form MWBE-2)** must be submitted with the Proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status. This decision is the responsibility of the Project Administrator.
4. Contractor's performance in meeting the MWBE Participation Goal will be monitored by the Affirmative Action and Contract Compliance Division (Affirmative Action Division).

D. **Percentage Goal**

The percentage goal for Minority and Women Business Enterprise participation in the work to be performed under this Contract is _____%.

E. **Proposer Responsibilities**

1. **Prior to Award:** Proposer must submit a plan ("Plan") setting out how the goal is to be met with the Proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status, which must minimally include:
 - a. **MWBE Participation Plan** (Form MWBE-2) - List of proposed Subcontractors and Suppliers. *All MWBEs listed on this form must be certified by the Affirmative Action Division prior to the Request for Proposal due date with the following exception: The Affirmative Action Division will consider priority certification of non-certified firms in those cases where the successful proposer proposes the utilization of a firm for a specific capability not found among at least three (3) certified firms.*
 - b. Executed Subcontract(s), or Letter(s) of Intent for each MWBE Subcontractor or Supplier, including:

Name of MWBE Subcontractor/Supplier
Description of the Scope of Work to be Performed
Dollar value of each proposed MWBE subcontract

or
 - c. Documentation of Good Faith Efforts to meet the MWBE Goal, if the goal is not met. See **Attachment A** for minimum standards for Good Faith Efforts. Such documentation shall be presented to the Project Administrator for review by the Affirmative Action Division.

III. **MWBE Requirements: (Continued)**

E. **Proposer Responsibilities (Continued)**

1. (Continued)

Note 1: Failure to respond within the designated period could result in a finalist being considered non-responsive and the next proposer being considered for award.

Note 2: The Proposer shall be bound by the Plan submitted unless a waiver is received from the Director of the Affirmative Action Division.

Note 3: The Director of Affirmative Action is authorized to suspend any Contractor who has failed to make Good Faith Efforts to meet an established MWBE Goal; and to suspend any MWBE who has failed to make Good Faith Efforts to meet all requirements necessary for participation as an MWBE.

2. Prior to award, the successful proposer shall execute written contracts with all of its MWBE Subcontractors/Suppliers and shall assure that all such contracts contain the terms set out in **Exhibit "_____"**.
3. Prior to award, Contractor shall designate an MWBE liaison officer who will administer the Contractor's MWBE programs and who **shall** be responsible for maintenance of records of Good Faith Efforts to subcontract with MWBE Subcontractors/Suppliers.
4. After award, Contractor shall:
 1. Submit MWBE Quarterly Utilization Reports, attached herein, to the Affirmative Action Division.
 2. Comply with Form MWBE-2 - MWBE Participation Plan, unless it has received approval from the Director of Affirmative Action to deviate therefrom. Approval will not be reasonably withheld.
 3. Upon approval of the Director of Affirmative Action, make Good Faith Efforts to replace a certified MWBE Subcontractor/Supplier that is displaced, for any reason, with another certified MWBE.
 4. Submit all disputes with MWBE Subcontractors/Suppliers that are unable to be resolved by the Affirmative Action Division to binding arbitration as set out in the city's Affirmative Action and Contract Compliance Division, Minority/Women Business Enterprise (MWBE) Procedures.
 5. Make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of the contract; and agree to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract).

III. MWBE Requirements: (Continued)

F. Eligibility of MWBEs

1. To ensure that the MWBE program benefits only those firms that are owned and controlled by a minority person(s) or a woman (women), the Affirmative Action Division will certify the eligibility of MWBE Subcontractors/Suppliers. Contact the Affirmative Action Division at (713) 658-3800 for information regarding certification.
2. The Affirmative Action Division publishes and maintains a Minority and Women Business enterprise Directory. This Directory is available from the Affirmative Action Division for Contractor use.

Note: All MWBE firms, even if certified by another agency, must be certified by the Affirmative Action Division in order to qualify for attainment of the MWBE Goal.

G. Determination of MWBE Participation

MWBE participation shall be counted toward meeting the MWBE Goal in accordance with the following:

1. Once a firm is certified as an MWBE, the total dollar value of the subcontract awarded to the MWBE is counted toward the MWBE participation goal.
2. When a Contractor or Subcontractor organizes a joint venture with one or more MWBEs to satisfy its MWBE Goal, the Director of Affirmative Action shall determine the percent of participation resulting from such joint venture to be counted toward the MWBE goal.
3. Contractor may count toward its MWBE goal those MWBE Subcontractors/Suppliers performing a Commercially Acceptable Function.
 - a. **COMMERCIALLY ACCEPTABLE FUNCTION** means a discrete task or group of tasks, the responsibility for performance of which shall be discharge by the MWBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MWBE is responsible. Without limiting the generality of the foregoing, an MWBE will not be considered to be performing a commercially acceptable function if it subcontracts, to non-MWBE firms or to other MWBE firms, more than 50% of a contract being counted toward the applicable participation goal, unless such subcontracting in excess of 50% has been expressly permitted by the Director of Affirmative Action in a written waiver of this requirement. A waiver shall be granted upon demonstration that the industry standard for the type of work involved is to subcontract over 50% of the work.

H. Compliance of the Contractor

To ensure compliance with MWBE requirements, the Affirmative Action Division will monitor Contractor's efforts regarding MWBE Subcontractors/Suppliers during the performance of this Contract. This may be accomplished through the following: job site visits, reviewing of records and reports, interviews of randomly selected personnel.

III. **MWBE Requirements: (Continued)**

I. **Records and Reports**

1. Contractor shall submit an initial report 40 days after the contract begins, and each quarter thereafter, outlining MWBE participation until all MWBE subcontracting or material supply activity is completed. The reports will be due on the 15th day following each quarter. The MWBE Utilization Report, herein attached, is to be used for this reporting. This form may be reproduced by the Contractor from the copy herein enclosed.
2. Contractor shall maintain the following records for review upon request by the Affirmative Action Division:
 - a. Copies of Subcontractor agreements and purchase orders as executed,
 - b. Documentation of payments and other transactions with MWBE Subcontractors/Suppliers.
 - c. Appropriate explanations of any changes or replacements of MWBE Subcontractors/Suppliers.

Note: All replacement MWBEs must be certified by the Affirmative Action Division.
3. If the MWBE goal is not being met, the monthly report shall include a narrative description of the progress being made in MWBE participation. Reports are required when no activity has occurred in a reporting period.
4. All such records must be retained for a period of four (4) years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the City.

IV. **Sanctions**

A. **General**

Pursuant to Section 15-86 of the Code of Ordinances, the Director is authorized suspend for a period of up to, but not to exceed, five (5) years, any Contractor who has failed to make Good Faith Efforts or who has failed to comply with its submitted Plan pursuant to Section 15-85, unless a waiver has been granted, from engaging in any Contract with the City. The Director is also authorized to suspend any MWBE who has failed to make Good Faith Efforts from engaging in any Contract affected by Article V of Chapter 15 of the Code of Ordinances for a period of up to, but not to exceed, five (5) years.

B. **Guidelines for Imposition of Sanctions**

1. **General**

- a. No suspension shall be imposed by the Director except upon evidence of specific conduct on the part of an MWBE or a Contractor that is inconsistent with or in direct contravention of specific applicable requirements for Good Faith Efforts.
- b. Imposition and enforcement of suspensions shall be consistent with applicable state law.

IV. Sanctions (Continued)

B. Guidelines for Imposition of Sanctions (Continued)

2. Severity of Sanctions

- a. In determining the length of any suspension, the Director shall consider the following factors:
- 1) whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor or MWBE of the duties imposed on them by Article V of Chapter 15 of the Code of Ordinances and these Procedures;
 - 2) the number of specific incidences of failure by the Contractor or MWBE to comply;
 - 3) whether the Contractor or MWBE has been previously suspended;
 - 4) whether the Contractor or MWBE has failed or refused to provide the Director with any information requested by the Director or required to be submitted to the Director pursuant to law or the Procedures;
 - 5) whether the Contractor or MWBE has materially misrepresented any applicable facts in any filing or communication to the Director; and
 - 6) whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.
- b. Suspensions may be for any length of time not to exceed five (5) years. Suspensions in excess of one (1) year shall be reviewed for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the Contractor or MWBE has been previously suspended, or other similarly egregious conduct.

C. Delegation

A decision to implement a suspension may be taken after notice and an opportunity for a hearing by the Director or by another impartial person designated by the Director for that purpose. The Director or other person conducting the hearing shall not have participated in the actions or investigations giving rise to the suspension hearing.

D. Notice

1. Prior to the imposition of any suspension, the Director shall deliver written notice to the Contractor or MWBE setting forth the grounds for the proposed suspension and setting a date, time and place to appear before the Hearing Officer for a hearing on the matter.
2. Any notice required or permitted to be given hereunder to any Contractor or MWBE may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the Affirmative Action and Contract Compliance Division or in the Contract if no address is on file with the Affirmative Action and Contract Compliance Division.

IV. Sanctions (Continued)

E. Hearing Procedures

Proceedings before the Director or other hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witnesses. The burden shall be upon the City by a preponderance of evidence. The decision shall be reduced to writing and notice provided to the Contractor or MWBE.

F. Appeals

Appeals authorized pursuant to Section 15-86(b) of the Code of Ordinances shall be conducted by an arbitrator who shall act as the hearing officer. Alternatively, an appeal may be taken to City Council, subject to the appellant's compliance with Rule 12 of the City Council Rules of Procedure. Appeals shall be initiated by filing a written notice to appear with the Director no later than fifteen (15) days following the mailing of notice of the decision of the Director, and the appeal notice shall state whether the appeal is requested to City Council or to an arbitrator. If an arbitration appeal is requested, then the arbitrator shall be selected as provided in Section 9 of these Procedures. The Arbitrator's or City Council's decision, as applicable, shall be final. The Director shall determine whether to suspend his or her order pending an appeal, taking into account the criteria set forth in Section 6(B)(2) of these Procedures.



LETTER OF INTENT

TO: CITY OF HOUSTON
ADMINISTERING DEPT.

DATE: _____

Project Name & Number _____

Bid Amount: _____ MWDBE GOAL _____

MWDBE Participation Amount _____

_____ agrees to provide the following
MWDBE SUBCONTRACTOR

goods/services to _____ in connection with the
PRIME CONTRACTOR

above referenced contract:

_____ will be functioning as:
MWDBE SUBCONTRACTOR

- a) ___ An Individual
- b) ___ A Partnership
- c) ___ A Corporation
- d) ___ A Joint Venture

_____ is currently certified by the City of
MWDBE SUBCONTRACTOR

Houston's Affirmative Action & Contract Compliance Office to function in the
aforementioned capacity.

_____ and _____
MWDBE SUBCONTRACTOR PRIME CONTRACTOR

intend to work on the above-named contract in accordance with the MWDBE
Participation Section of the City of Houston Contract Bid Provisions, contingent
upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (MWDBE Subcontractor)

Title

Title

Date

Date

ATTACHMENT D

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times are directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules,

regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

Signed (Executive Director or Authorized
Representative):

Date

ATTACHMENT E
DRUG DETECTION AND DETERRENCE

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Contractor shall comply with all requirements and procedures set forth in the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No., 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.**

- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer Drug Testing ("CCODT"):**
 - (a) a copy of its drug-free workplace policy;**
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Attachment "A" together with a written designation of all safety impact positions, and**
⊙ if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Attachment "C".

If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6 month period begins to run on the date City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

- (3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.**

- (4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.**

Signed (Executive Director or Authorized Representative)

Date

ATTACHMENT F

CONTRACTOR SUBMISSION LIST CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____
Proprietor Address _____

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____
Partner Address _____

Name _____
Partner Address _____

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

[CORPORATION CONTINUED]

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____	_____ Address
Name _____	_____ Address
Name _____	_____ Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

ATTACHMENT G

CITY OF HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES INDEMNIFICATION AND RELEASE STATEMENT

Contractor Agrees to and shall defend, indemnify, and hold the city, its agents, employees officers, and legal representatives (collectively, the “City”) harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney’s fees, court costs, and all other defense costs and interest) for injury, death, damage, or lost to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

(1) Contractor’s and/or its agents’, employees’, officers’, directors’, contractors’, or subcontractors’ (collectively in numbered paragraphs 1-3, “Contractor”) actual or alleged negligence or intentional actions or omissions;

(2) The City’s on Contractor’s actual or alleged concurrent negligence, whether Contractor is immune from liability or not; and

(3) The City’s and Contractor’s actual or alleged strict products liability or strict statutory liability, whether Contractor is immune from liability of not.

Contractor shall defend, indemnify, and hold the City harmless during the term if this Agreement and for four years after the agreement terminates. Contractor’s indemnification is limited to \$600,000 per occurrence. Contractor shall not indemnify the City for the City’s sole negligence.

RELEASE

Contractor agrees to and shall release the City, its agents, employees, officers, and legal representatives (collectively the “City”) from any liability arising out of the sole and/or concurrent negligence of the City of Houston for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this agreement, even if the injury, death, damage, or loss is caused by the City’s sold or concurrent negligence and/or the City’s strict products liability or strict statutory liability.

Signed, Executive Director or
Authorized Representative

Date

A CORPORATION

List all persons and entities having an equity interest of 5% or more. (If none, state "NONE")

Name _____ Shareholder _____ Address _____ Phone No. _____

Name _____ Shareholder _____ Address _____ Phone No. _____

Name _____ Shareholder _____ Address _____ Phone No. _____

A JOINT VENTURE.

List all ventures having an equity interest of 5% or more and list all persons and entities owning 5% or more of any venturer. (If none, state "NONE")

Name _____ Venturer _____ Address _____ Phone No. _____

Name _____ Venturer _____ Address _____ Phone No. _____

Name _____ 5% Owner of a Venturer _____ Address _____ Phone No. _____

LIMITED LIABILITY COMPANY

List all person(s) and entities having an equity interest of five percent (5%) or more. (If none, state "NONE")

Name _____ Owner _____ Address _____ Phone No. _____

Name _____ Owner _____ Address _____ Phone No. _____

Name _____ Owner _____ Address _____ Phone No. _____

NON-PROFIT ENTITY:

List all directors of the corporation, (If none, state "NONE")

Name _____	Director _____	Address _____	Phone No. _____
Name _____	Director _____	Address _____	Phone No. _____
Name _____	Director _____	Address _____	Phone No. _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Bidder, that he or she is associated with the Bidder in the capacity noted above and that he or she is has personal knowledge of the accuracy of the information provided herein and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public, State of Texas

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.



Attachment I

City of Houston Affirmative Action and Contract Compliance

Pay or Play Program Requirements

Pay or Play Program Elements

Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

Program Elements

1. Covered contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.
3. Compliance with the program means that the contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The prime contractor is responsible for compliance on behalf of covered employees, including contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes

submission of applicable reports and/or payments to the prime, as well as maintenance of records.

5. Exemptions/Waivers: The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note - Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3)
3. If applicable, Contractor/Subcontractor Waiver Request (Form POP-4)

C. The contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of contract.
2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

http://purchasing.houstontx.gov/solicitation_forms.htm



City of Houston

**Pay or Play Program
Acknowledgement Form**

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Proposer ID

Company Name

Phone Number

Email Address

AUTHORIZED SIGNATURE

The following officers or employer(s) are duly authorized by the Board of Directors (Name of proposing agency)_____ to carry out the performance contemplated by a contract with the City of Houston and is authorized to execute on behalf of (Name of proposing agency)_____. This authorization shall legally bind the organization to the terms of the contract.

NAME	TITLE

Board of Directors Chairperson
(Type) _____ Date

Board of Directors Chairperson
(Signed) _____ Date

INDEMINIFICATION AND RELEASE STATEMENT

Contractor agrees and warrants that it will protect, defend, and hold harmless to the City, its employees, officers, and legal representatives (collectively the City) from all third party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines arising by reason of or in connection with contractor's actual or alleged negligence or other actionable performance or omission of the Contractor in connection with or during the performance of the duties under this agreement. Contractor further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the city from all claims, allegations, fines, demands, and damages relating in any to the actual or alleged joint and/or concurrent negligence of the City and contractor, whether Contractor is immune from liability or not.

It is the express intention of the parties hereto that the indemnity provided herein is an agreement by the Contractor to indemnify protect the City from the City's own negligence where said negligence is alleged or actual concurring proximate cause of any alleged third party harm.

The indemnity provision herein shall have not application to any claim or demand where bodily injury, death, or damage results only from the sole negligence the City unmixed with any fault of the Contractor.

Notwithstanding, anything herein to the contrary, the liability of the Contractor under this indemnity provision shall not exceed \$600,000 per occurrence.

RELEASE

The contractor, its predecessors, successors, and assigns hereby release, relinquish, discharge the City of Houston, its former, present and future agents, employees, and officers from any liability arising out of the sole and/or concurrent negligence of the City of Houston for any injury, including death or damage to persons or property where such damage to persons or property where such damage is sustained or alleged to arise in connection with services performed in connection with this contract.

**Signed (Executive Director or
Authorized Representative)**

Date



Houston Department of Health and Human Services

Funded by the Texas Department on Aging

Nutrition Service Delivery Forms

**FY 2009 SUPPORTIVE SERVICES RFP
NUTRITION SERVICES
FORM N - 1**

The proposal may use as much space as needed for each category.

Proposed Routes and Delivery Schedule

Frozen meal justification (if applicable)

FY 2009 SUPPORTIVE SERVICES RFP NUTRITON SERVICES FORM N - 1

Additional pages maybe used if necessary.

List of Congregate Sites

Nutrition Education plan: (Frequency, source(s) how disseminated, etc.,) congregate/home delivered meal)

Detailed description of waiting list procedures; (congregate/home delivered meal)

Emergency Preparedness Plan; (congregate/home delivered meal)

List of HDM Distribution Sites

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Request for Proposal

Attachments

Table of Terminology

Acronyms

TABLE OF TERMINOLOGY

The following list represents the appropriate definitions for terms used in the:

Allowable Cost - All costs must be necessary and reasonable for proper and efficient performance and administration of Federal awards; must be authorized or not prohibited under State or local laws or regulations; be consistent with policies, regulations and procedures that apply uniformly to both Federal awards and other activities of the government unit and be determined in accordance with generally accepted accounting principles.

At-Risk - To assume responsibility and is liable for all financial costs associated with in the performance of provision of services.

Audited Financial Statements - Two documents representing the financial status of your organization. The documents must include a statement of income and expenses (Income Statement) and a statement of assets and liabilities (Balance Sheet). The statements must have been prepared by a licensed certified public accountant and prepared in accordance with general accepted accounting principles. These statements should not represent business operations preceeding January 1, 1999.

Current Financial Statements - Two documents representing the financial status of your organization. The documents must include a statement of income and expenses (Income Statement) and a statement of assets and liabilities (Balance Sheet). The statements should reflect the financial status of the business within the last twelve months.

Client/Participant – These terms have been used interchangeably depending on the customary terminology of the individual service.

Older Americans Act Title III – Grants for State and Community Programs on Aging under the Older Americans Act of 1965 and subsequent amendments authorizing funding to state and local agencies on aging for the provision of services to older adults.

Proposer – For purposes of this these terms proposer, service provider and vendor provider may be use interchangeably.

Provider - For the purposes of this the terms proposer, service provider and vendor provider may be used interchangeability.

Subcontractor - A business or organization serving as a contractor to the Provider in the performance of the agreement with HCAAA

**TABLE OF TERMINOLOGY
(Continued)**

TAC - Texas Administrative Code (TAC) state rules.

Unit - A measure of service prepared for one person that meets the USDA 1/3 RDA requirements or as specified by HCAAA.

Proposer - The performing organization/business that is in a legal binding and enforceable agreement with the City of Houston (HCAAA) by which goods, services, or property are to be provided in return for compensation.

ACRONYMS

The following is a list of the most commonly used acronyms used throughout the Harris County Area Agency on Aging's Request for Proposal (RFP) for Services for Older Adults.

Area Planning Advisory Council (APAC)

Administration on Aging (AOA)

City of Houston (COH)

Federal Emergency Management Act (FEMA)

Houston Department of Health and Human Services (HDHHS)

Harris County Area Agency on Aging (HCAAA)

Older Americans Act (OAA)

Request for Proposal (RFP)

Texas Administrative Code (TAC)

Texas Department of Aging and Disability Services (DADS)

Texas Health and Human Services Commission (THHSC)

CITY OF HOUSTON

FY09 TENTATIVELY SCHEDULED HOLIDAYS (October 1, 2008 - September 30, 2009)

**Subject to COH Approval

November 11 (Tuesday)
November 27 and 28 (Thursday and Friday)
December 24 and 25 (Wednesday and Thursday)
January 1 (Thursday)
January 19 (Monday)
May 25 (Monday)
July 3 (Friday)
September 7 (Monday)



NUTRITION PLANNING DOCUMENTS

**FY08 List of Service Area Cities and
Municipalities of Harris County**

List of Harris County Zip Codes

Map of Congregate Meal Sites and City Council Districts

Harris County Area Agency on Aging Service Area

Cities & Municipalities of Harris County

- | | | |
|---|--|---|
| <input type="checkbox"/> Alief | <input type="checkbox"/> Atascocita | <input type="checkbox"/> Barker |
| <input type="checkbox"/> Barrett | <input type="checkbox"/> Baytown (part) | <input type="checkbox"/> Bellaire |
| <input type="checkbox"/> Bunker Hill Village | <input type="checkbox"/> Channelview | <input type="checkbox"/> Crosby |
| <input type="checkbox"/> Cypress | <input type="checkbox"/> Deer Park | <input type="checkbox"/> El Lago |
| <input type="checkbox"/> Friendswood (part) | <input type="checkbox"/> Galena Park | <input type="checkbox"/> Hedwig Village |
| <input type="checkbox"/> Highlands | <input type="checkbox"/> Hilshire Village | <input type="checkbox"/> Hockley |
| <input type="checkbox"/> Houston (part) | <input type="checkbox"/> Huffman | <input type="checkbox"/> Hufsmith |
| <input type="checkbox"/> Humble | <input type="checkbox"/> Hunters Creek Village | <input type="checkbox"/> Jacinto City |
| <input type="checkbox"/> Jersey Village | <input type="checkbox"/> Katy (part) | <input type="checkbox"/> Kingwood |
| <input type="checkbox"/> Klein | <input type="checkbox"/> La Porte | <input type="checkbox"/> League City (part) |
| <input type="checkbox"/> Missouri City (part) | <input type="checkbox"/> Morgan's Point | <input type="checkbox"/> Nassau Bay |
| <input type="checkbox"/> North Houston | <input type="checkbox"/> Park Row | <input type="checkbox"/> Pasadena |
| <input type="checkbox"/> Pearland (part) | <input type="checkbox"/> Piney Point Village | <input type="checkbox"/> Seabrook (part) |
| <input type="checkbox"/> Shoreacres (part) | <input type="checkbox"/> South Houston | <input type="checkbox"/> Southside Place |
| <input type="checkbox"/> Spring | <input type="checkbox"/> Spring Valley | <input type="checkbox"/> Stafford (part) |
| <input type="checkbox"/> Taylor Lake Village | <input type="checkbox"/> Tomball (part) | <input type="checkbox"/> Waller (part) |
| <input type="checkbox"/> Webster | <input type="checkbox"/> West University Place | |

**Harris County Area Agency on Aging
FY08 Zip Codes for Congregate and Home Delivered Meals**

Identified Zip Code	Total population: Total	Total Number of 60+ Seniors in identified zip code	Percentage of 60+ Seniors in identified zip code
77002	13289	524	3.94%
77003	9195	1065	11.58%
77004	30379	5024	16.54%
77005	23338	2735	11.72%
77006	18875	1476	7.82%
77007	22497	2457	10.92%
77008	28661	4673	16.30%
77009	42380	5209	12.29%
77010	76	17	22.37%
77011	23052	2441	10.59%
77012	25174	1989	7.90%
77013	18378	1560	8.49%
77014	20706	770	3.72%
77015	50569	4306	8.52%
77016	29753	5096	17.13%
77017	32823	3490	10.63%
77018	26397	5003	18.95%
77019	15640	2083	13.32%
77020	28679	3559	12.41%
77021	24159	4861	20.12%
77022	31781	4159	13.09%
77023	33050	2886	8.73%
77024	32746	7775	23.74%
77025	23581	3954	16.77%
77026	27593	4769	17.28%
77027	14217	2210	15.54%
77028	16490	2985	18.10%
77029	18272	3231	17.68%
77030	10984	1252	11.40%
77031	17004	1344	7.90%
77032	10796	835	7.73%
77033	27676	4899	17.70%

Geography Identifier	Total population: Total	Total Number of 60+ Seniors in identified zip code	Percentage of 60+ Seniors in identified zip code
77034	26342	2684	10.19%
77035	39571	4007	10.13%
77036	76146	6353	8.34%
77037	18562	1965	10.59%
77038	20654	1262	6.11%
77039	27718	2385	8.60%
77040	39520	3143	7.95%
77041	25275	1747	6.91%
77042	36282	3532	9.73%
77043	24470	3399	13.89%
77044	13340	988	7.41%
77045	25531	2689	10.53%
77046	471	176	37.37%
77047	11112	2032	18.29%
77048	14267	1726	12.10%
77049	16598	1127	6.79%
77050	4357	447	10.26%
77051	13235	2984	22.55%
77053	25428	1566	6.16%
77054	16656	832	5.00%
77055	43477	4731	10.88%
77056	14031	3192	22.75%
77057	35491	4265	12.02%
77058	15206	2104	13.84%
77059	16690	1312	7.86%
77060	36306	1961	5.40%
77061	25500	2657	10.42%
77062	26978	3025	11.21%
77063	27200	3489	12.83%
77064	35966	2042	5.68%
77065	27070	1824	6.74%
77066	27638	2280	8.25%
77067	24418	886	3.63%
77068	9505	1148	12.08%
77069	14756	2729	18.49%
77070	32385	3224	9.96%
77071	25021	2706	10.81%
77072	51716	4169	8.06%
77073	12787	944	7.38%

Geography Identifier	Total population: Total	Total Number of 60+ Seniors in identified zip code	Percentage of 60+ Seniors in identified zip code
77074	39159	4667	11.92%
77075	22423	1774	7.91%
77076	30030	3028	10.08%
77077	42416	4729	11.15%
77078	14479	1144	7.90%
77079	30887	5706	18.47%
77080	46261	5619	12.15%
77081	49691	1704	3.43%
77082	36201	2425	6.70%
77083	52061	3205	6.16%
77084	63557	3420	5.38%
77085	7496	742	9.90%
77086	19815	1154	5.82%
77087	36194	3904	10.79%
77088	47739	5100	10.68%
77089	36450	3890	10.67%
77090	25742	2613	10.15%
77091	24460	2814	11.50%
77092	37899	3951	10.43%
77093	45908	4801	10.46%
77094	7779	397	5.10%
77095	39275	1802	4.59%
77096	33987	6708	19.74%
77098	12179	1337	10.98%
77099	43116	2832	6.57%

**The following zip codes will be defined as high priority guidelines founding the most rural areas of Harris County:

77336, 77338, 77339, 77345, 77346, 77373, 77375, 77379, 77388, 77429, 77433, 77449, 77450, 77484, 77505, 77507, 77520, 77521, 77530, 77532, 77536, 77546, 77562, 77571, 77586, and 77598

Focal Point Checklist

Your Organization's Name Here
Senior Services Program
Focal Point Checklist

Reporting Period: FY2007
Contractor: Houston Harris Area Agency on Aging
Area (s): -
Date: Today's Date

Place an **X** where applicable.

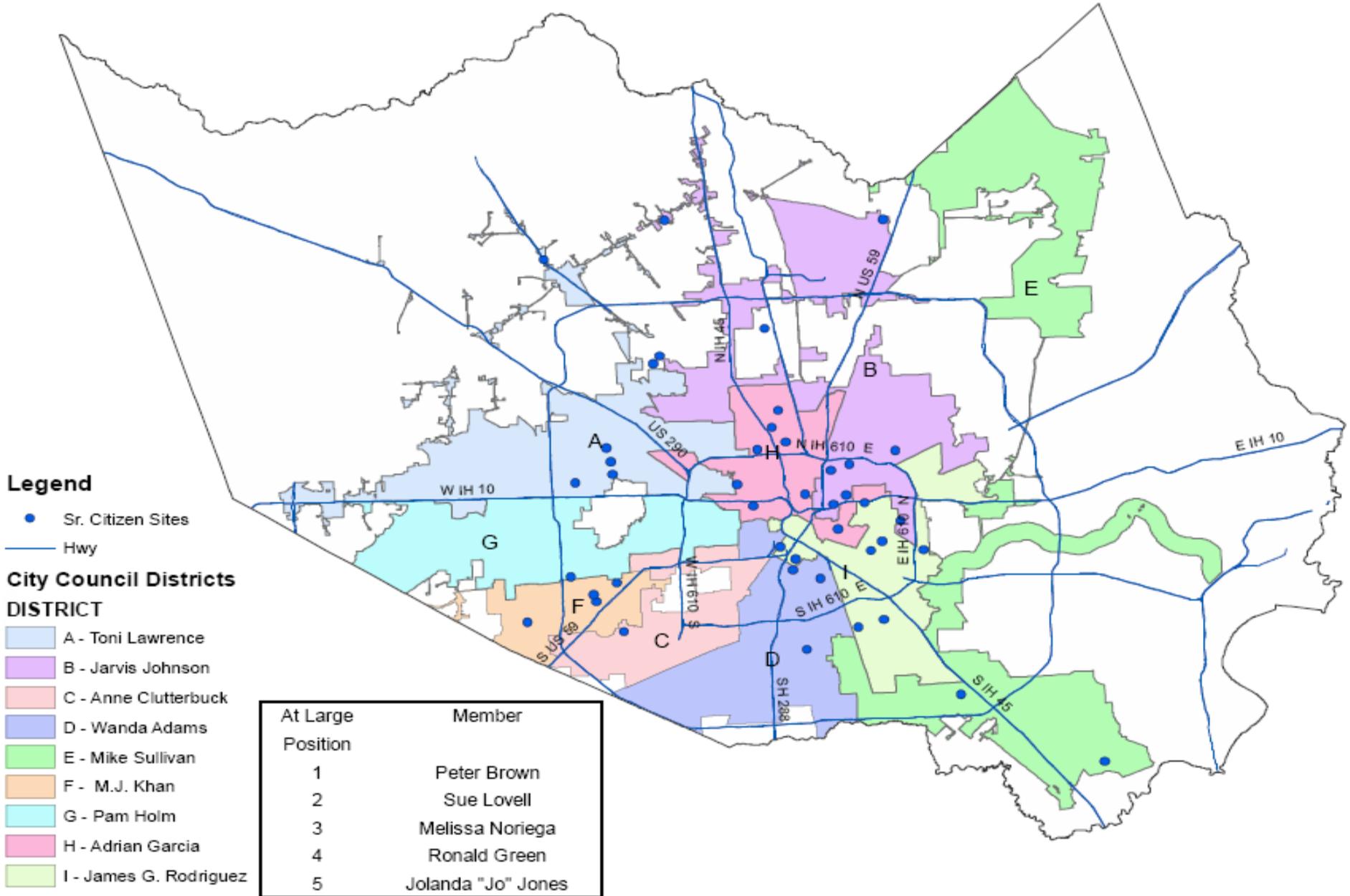
ACTIVITY	Site #1	Site #2	Site #3
Outreach			
Volunteer Recruitment and training			
Inter-agency service coordination			
Field trips			
Retraining/ Re-employment workshops classes and support groups			
Health Education			
Availability of support groups			
Special transportation activities			
Recruitment and training			
Health Screening			
Information & Referral			
Recreational & Social Activities			
Exercise/ Physical Fitness			
Volunteer Opportunities			
Intergenerational Programs			
Nutrition Education			

Support documents are available upon request.

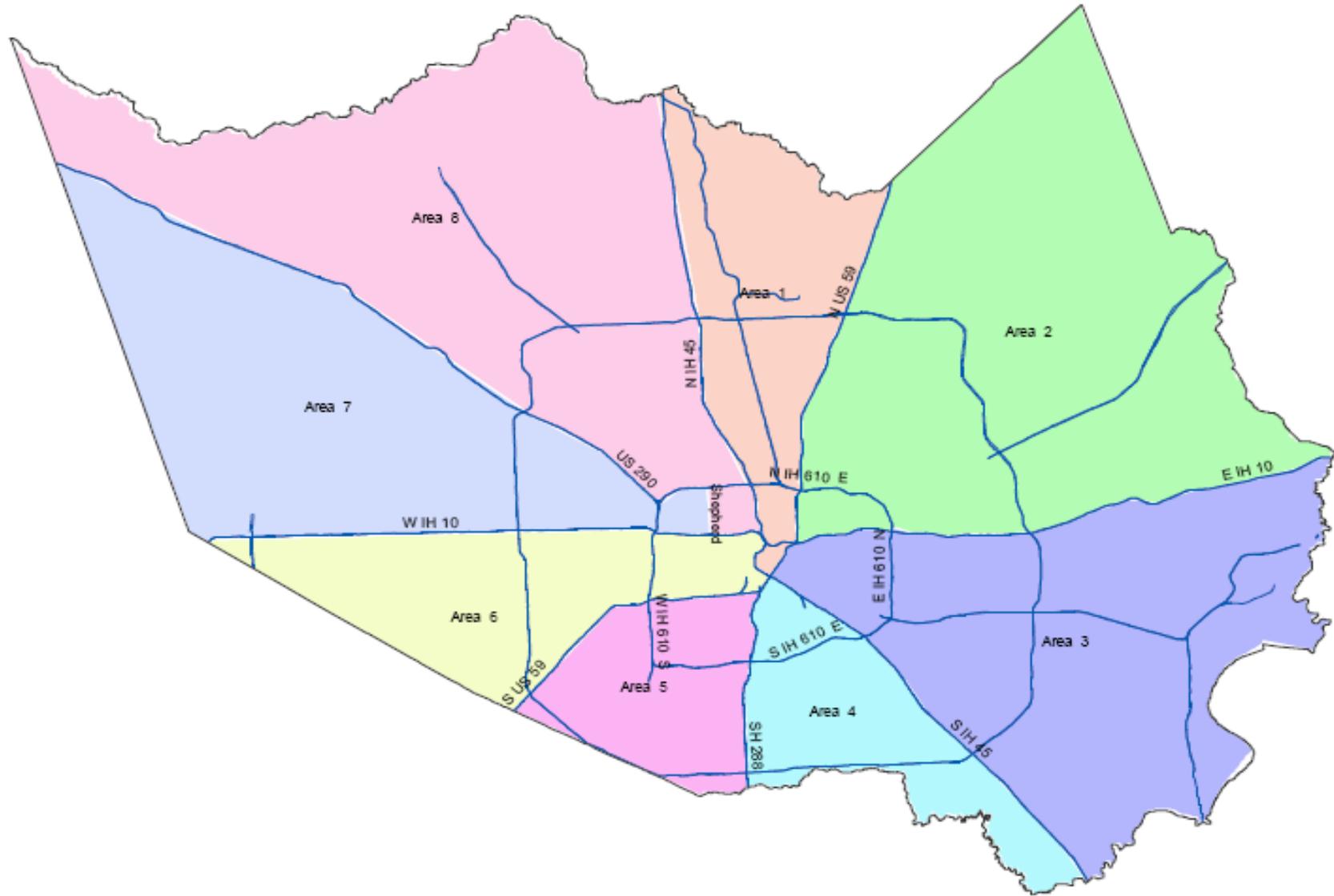
Name of person supplying information: _____

Signature: _____

CITY COUNCIL DISTRICTS



BOUNDARIES OF SERVICE AREAS FOR FY09 REQUEST FOR PROPOSALS



Harris County Area Agency on Aging Boundaries of Service Areas for FY09 Request for Proposals

Area 1

- **North—Harris County line**
- **East—U.S. 59 (Eastex Freeway) to**
- **West/South—I-45 (North Freeway)**

Area 2

- **North—Harris County line**
- **East—Harris County line**
- **South—I-10 (East Freeway)**
- **West—U.S. 59 (Eastex Freeway)**

Area 3

- **North-- I-10 (East Freeway)**
- **East—Harris County line**
- **South—I-45 (Gulf Freeway)**
- **West—U.S. 59**

Area 4

- **North/East-- I-45 (Gulf Freeway)**
- **South—Harris County line**
- **West—State route 288 (South Freeway)**

Area 5

- **North/West—U.S. 59 (Southwest Freeway)**
- **East-- State route 288 (South Freeway)**
- **South—Harris County line**

Area 6

- **North—I-10 (Katy Freeway)**
- **East—I-45**
- **South—U.S. 59 (Southwest Freeway)**
- **West—Harris County line**

Area 7

- **North—U.S. 290 (Northwest Freeway); I-610 (North Loop)**
- **East--Shepherd**
- **South—I-10 (Katy Freeway)**
- **West—Harris County Line**

Area 8

- **North—Harris County line**
- **East—I-45 (North Freeway)**
- **South--I-10 (Katy Freeway); Shepherd; I-610 (North Loop)**
- **West-- U.S. 290 (Northwest Freeway)**



Texas Administrative Codes (TAC)

- 40 TAC Chapter 81.3 Governing Document**
- 40 TAC Chapter 81.13 Compliance with Contractor Responsibilities, Rewards and Sanctions**
- 40 TAC Chapter 81.15 Appeal Procedures for Area Agency on Aging Contractors**
- 40 TAC Chapter 81.17 Appeal Procedures for Subcontractors, Contractors and Service Provider Applicants**
- 40 TAC Chapter 81.1 General Service Requirements**
- 40 TAC Chapter 84.19 Residential Repair Service**
- 40 TAC Chapter 84.2 Service Definitions**
- 40 TAC Chapter 84.3 Transportation Service Requirements for the Elderly**

Please logon to:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=40&pt=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=40&pt=1)



Monthly Invoice Sample Forms

Nutrition Vendors

Cost Reimbursement Vendors

Unit Rate Vendors

Harris County Area Agency on Aging
FY'09 Invoice and Monthly Reporting Requirements for

NUTRITION CONTRACTOR

In order to be reimbursed for services provided, all contractors/vendors are required to submit monthly invoices to the Harris County Area Agency on Aging (HCAAA). These invoices are due in the Houston Department of Health and Human Services Business Management Office, 8000 N. Stadium Dr., Houston, Texas 77054 no later than 4:00p.m. on the 8th calendar day of each month. If the 8th falls on a weekend or holiday, the invoices must be submitted on the first business day *after* the 8th unless otherwise instructed by the HCAAA.

Please submit the following pages of the invoice document (printed from your invoice file):

- Invoice Summary (page 1)
- Congregate Meal Breakdown (page 2)
- Home Delivered Meal Breakdown (page 3)
- Match Report (page 4)
- Program Income Report (page 5)
- Daily Service Recap Sheets (pages 6 and 7)
- Program Income Worksheet (page 8)

In addition to these pages, the following support items must be submitted:

- Meal tickets and, if applicable, trip tickets
- SAMS Agency Summary Report
- On a quarterly basis (attached to invoices for December, March, June and September) submit the SAMS Consumer Quarterly Report.
- Documentation for any program income collected (bank deposits, receipts, etc.)
Note: Documentation should **not** include the clients' names

Changes in the FY08 invoice format include:

- The format of the Match Report has been simplified. We have removed the 10% calculation cell. The only calculations on the spreadsheet are for totals.
- A Daily Service Recap Sheet has been added to detail the day(s) on which “undeliverable home delivered meals” were provided.

Questions regarding SAMS and SAMS reports should be directed to Larry Dawson at 713.794.9442. Questions regarding all other requirements should be directed to your program manager at 713.794.9006.

Department of Health and Human Services
Harris County Area Agency on Aging
Daily Service Recap Form 3
Support/Nutrition Services

Contractor:

REPORTED PERIOD:

DATE REPORT PREPARED:

SERVICE: Undeliverable Meals

Page 7a of 8

DATE	Home Delivered Meals
10/01/08	0
10/02/08	0
10/03/08	0
10/04/08	0
10/05/08	0
10/06/08	0
10/07/08	0
10/08/08	0
10/09/08	0
10/10/08	0
10/11/08	0
10/12/08	0
10/13/08	0
10/14/08	0
10/15/08	0
10/16/08	0
10/17/08	0
10/18/08	0

10/19/08	0
10/20/08	0
10/21/08	0
10/22/08	0
10/23/08	0
10/24/08	0
10/25/08	0
10/26/08	0
10/27/08	0
10/28/08	0
10/29/08	0
10/30/08	0
10/31/08	0

Total 0

Program Income Worksheet

Contractor:

Invoice Period: _____

Service Categories	A Past Month's Balance	B Current Month Collected	C Total Collected	D P.I. Expended on NON- Budgeted Items	E Allocated to Purchase Units	F Whole Unit Rate	G Units Purchased	H P.I. Expended to Purchase Units	I Program Income Balance
Congregate Meals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.63	0	\$0.00	\$0.00
Home Delivered Meals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.12	0	\$0.00	\$0.00
Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.22	0	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00

The following instructions/explanations will utilize the column letters entered above each column title (not the spreadsheet column letters)

Step 1 Enter the balance of the unexpended program income from last month into **column A**.

Step 2 Enter the amount of program income collected this month in **column B** for each service category.

NOTE 1: The "Current Month Collected" amounts are entered through formulae onto the Program Income Report, column A "Program Income Collected".

NOTE 2: The Total Collected (column C) is the sum of column A and column B.

Step 3 Enter the amount to be allocated to non-budgeted items for each service/service area in **column D**.

NOTE 3: Any expenditure on "non-budgeted items" requires prior approval from the Area Agency on Aging.

NOTE 4: As a default, the amount in column C is copied to column E, Allocated to Purchase Units.

NOTE 5: The "Whole Unit Rate" (column F) is the unit rate from your Rate Setting Form calculated by dividing the total cost of the program by the total number of units.

NOTE 6: The "Units Purchased" (column G) is calculated by dividing the amount "allocated to purchase units" (column E) by the "Whole Unit Rate" (column F). The resulting number is rounded DOWN to the nearest whole number. This number of units is also entered into the "Program Income Units" column on the contractor invoice.

NOTE 7: Since Program Income may only purchase "whole" units, column H calculates the program income utilized to purchase units. This calculation is simply the total number of units purchased (column G) times the whole unit rate (column F). This amount is entered into column C, "Expended on Budgeted Items" on the Program Income Report.

Step 4: The "Program Income Balance" (column I) is the difference between the program income "Allocated to Purchase Units" and the program income "Expended to Purchase Units". The formula is column E-column H. The amount in column H should be carried over to the "Past Month's Balance" (column A) in the next month's worksheet.

CONTRACTOR NAME

Balance Calculation Worksheet based on Units				
Service Category	Budgeted	AAA Purchased YTD	Balance	Percent Utilized
Congregate Meals				
Home Delivered Meals				
Transportation				
Balance Calculation Worksheet based on Expenditures				
Congregate Meals				
Home Delivered Meals				
Transportation				
Total Expenditures				

NOTE: This document is for internal use only and does not need to be submitted to the Area Agency on Aging.

FY'2009 Budget Balance Worksheet

CONTRACTOR NAME

Cost Data															
Service Category	Budgeted Amount	October	November	December	January	February	March	April	May	June	July	August	September	Total Y-T-D	Balance
	Congregate Meals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home Delivered Meals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transportation		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unit Data															
Service Category	Budgeted Amount	October	November	December	January	February	March	April	May	June	July	August	September	Total Y-T-D	Balance
	Congregate Meals		0	0	0	0	0	0	0	0	0	0	0	0	0
Home Delivered Meals		0	0	0	0	0	0	0	0	0	0	0	0	0	
Transportation		0	0	0	0	0	0	0	0	0	0	0	0	0	

NOTE: This document is for internal use only and does not need to be submitted to the Area Agency on Aging.

**Harris County Area Agency on Aging
FY'08 Invoice and Monthly Reporting Requirements for
Cost Reimbursement Contractors**

In order to be reimbursed for services provided, all contractors/vendors are required to submit monthly invoices to the Harris County Area Agency on Aging (HCAAA). These invoices are due in the Houston Department of Health and Human Services Business Management Office, 8000 N. Stadium Dr., Houston, Texas 77054 no later than 4:00p.m. on the 8th calendar day of each month with the exception of the invoices for the month of September, which are due on October 10th. If the 8th falls on a weekend or holiday, the invoices must be submitted on the last business day *after* the 8th unless otherwise instructed by the HCAAA.

Please submit the following pages of the invoice document (printed from your invoice file):

- Invoice summary (page 1)
- Invoice breakdown by cost category (page 2—see Note 1 below)
- Payroll summaries (pages 3 and 4)
- Match Report (page 5)
- Program Income Report (page 6)

NOTE 1: Support documentation for each non-personnel category must be attached to the Invoice packet.

Questions regarding all other requirements should be directed to your program manager at 713.794.9006.

Department of Health and Human Services
 Contractor Invoice For
 Support/Nutrition Services (Cost Reimbursement)
Fiscal Year 2009

Contractor: _____

Page 1 of 6

Invoice Period: _____

Contractor No: _____

Date Invoice Prepared: _____

Name of Service(s)	Invoice Amount
	\$0.00
	\$0.00
Total	\$0.00

I hereby certify that the services represented in this invoice were provided solely under the above referenced contract.

 Signature of Authorized Official

 Title

 Date

DO NOT WRITE BELOW THIS LINE

Approved:

 Area Agency on Aging Approval

 Title

 Date

Department of Health and Human Services
 Contractor Invoice For
 Support/Nutrition Services (Cost Reimbursement)
Fiscal Year 2009

Payroll Summary

Page 3 of 6

Contractor:

Contractor No:

Service:

Date Invoice Prepared: _____

Invoice Period: _____

Position	Total Salary and Benefits	Total Hours worked	AAA allocated Hours	AAA allocated Salary and Benefits
Project Director	\$0.00	0	0	\$0.00
Project Assistant	\$0.00	0	0	\$0.00
Total	\$0.00	0	0	\$0.00

Signature of Authorized Official

Department of Health and Human Services
 Contractor Invoice For
 Support/Nutrition Services (Cost Reimbursement)
Fiscal Year 2009

Payroll Summary

Page 4 of 6

Contractor:

Contractor No:

Service:

Date Invoice Prepared: _____

Invoice Period: _____

Position	Total Salary and Benefits	Total Hours worked	AAA allocated Hours	AAA allocated Salary and Benefits
Project Director	\$0.00	0	0	\$0.00
Project Assistant	\$0.00	0	0	\$0.00
Total	\$0.00	0	0	\$0.00

Signature of Authorized Official

**Harris County Area Agency on Aging
FY'08 Invoice and Monthly Reporting Requirements for
Support Services—Unit Rate Contractors**

In order to be reimbursed for services provided, all contractors/vendors are required to submit monthly invoices to the Harris County Area Agency on Aging (HCAAA). These invoices are due in the Houston Department of Health and Human Services Business Management Office, 8000 N. Stadium Dr., Houston, Texas 77054 no later than 4:00 p.m. on the 8th calendar day of each month. If the 8th falls on a weekend or holiday, the invoices must be submitted on the next business day *after* the 8th unless otherwise instructed by the HCAAA.

Please submit the following pages of the invoice document (printed from your invoice file):

- Invoice Summary (page 1)
- Match Report (page 2)
- Program Income Report (page 3)
- Program Income Worksheet (page 4)

In addition to these pages, the following support items must be submitted:

- SAMS Agency Summary Report
- On a quarterly basis (attached to invoices for December, March, June and September) submit the SAMS Consumer Quarterly Report.
- Documentation for any program income collected (bank deposits, receipts, etc.)

Change in the FY09 invoice format include:

- The format of the Match Report has been simplified. We have removed the 10%-25% calculation cells. The only calculations on the spreadsheet are for totals. It will be the responsibility of the contractor to assure that the 10% (for Title III-B) and 25% (for Title III-E) requirements are being met.

Questions regarding SAMS and SAMS reports should be directed to Larry Dawson at 713.794.9442. Questions regarding all other requirements should be directed to your program manager at 713.794.9006.

Department of Health and Human Services
 Harris County Area Agency on Aging
 Contractor Invoice For
 Support/Nutrition Services
Fiscal Year 2009

Contractor:

Page 1 of 4

Contractor No:

Invoice Period: _____

Date Invoice Prepared: _____

Services	Total Units Provided	Program Income Units	Program Units	Unit Cost	Invoice Amount
	0.00	N/A	0.00		\$0.00
	0.00	0.00	0.00		\$0.00
	0.00	N/A	0.00		\$0.00
	0.00	0.00	0.00		\$0.00
Total Invoice Amount					\$0.00

I hereby certify that the services represented in this invoice were provided solely under the above referenced.

Signature of Authorized Official

Title

DO NOT WRITE BELOW THIS LINE

Approved:

Program Manager

Date