



FY 2017/18

**CHECK LIST FOR VENDOR AGREEMENT**

- \_\_\_\_\_ Completed Direct Purchase of Service Application
- \_\_\_\_\_ Signed Vendor Agreement
- \_\_\_\_\_ Copy of current license/bond as applicable
- \_\_\_\_\_ Completed Request for Taxpayer Identification Number and Certification (form W-9)
- \_\_\_\_\_ Copy of current liability insurance policy identifying S&B as co-insured

NOTE: If approved, Vendor will be contacted and must attend a mandatory orientation with S&B Vendor Coordinator prior to commencement of the Agreement and coordination of new referrals. **This Agreement is contingent upon the approval of the CEO of Sixty and Better Inc.**

Please return your completed Vendor Agreement to:

Marcus Rockwell  
Chief Operations Officer  
Sixty and Better Inc.  
1400 Circle Drive Ste. 300  
Fort Worth, Texas 76119



**Sixty and Better Inc.  
Direct Purchase of Services Application FY 2017/18**

**Vendor Information**

Legal Name of Agency:	
Mailing Address:	
Telephone Number (Area Code):	Fax Number (Area Code):
Authorizing Official:	Title: Director    Email:
Billing Contact Person:	Title: Owner    Email:
Type of Agency:    Public                      Private Non-Profit                      Private for Profit	
Preferred method of receiving referrals:    Fax _____ or E-mail	

**Certification / License:**

State or federal agencies that license and/or regulate your services:
<b>Please attach a copy of any applicable certifications and license.</b>

**Insurance:**

Does your agency have liability insurance? <b>Yes</b> No
<b>Please attach a copy of the insurance policy.</b>
<b><u>Conflicts of Interest:</u></b> Please indicate all family relationships the officers of your company may have to any Sixty and Better Inc. or Area Agency on Aging staff or Advisory Council member: N/A



## **DIRECT PURCHASE OF SERVICE INFORMATION**

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

- a. Purpose: The purpose is to request applications for the provision of services on a Direct Purchase of Service (DPS) basis to qualified participants eligible to receive services under Title III of the Older Americans Act of 1965, as amended, and state general revenue funds.
- b. Eligibility to apply: Organizations eligible to apply are private non-profit, private for profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.
  - A. For Profit applicants: private for-profit entities applying for funding will not require approval by the Texas Department of Aging and Disability Services prior to beginning of service delivery.
  - B. Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded for participation in this program.
  - C. Vendor must provide proof of liability insurance in the amount of \$1,000,000 or more. The insurance must list Sixty and Better Inc. as an additional insured, and the insurance must be primary as to its coverage of Sixty and Better Inc.
  - D. Vendors must have a working fax machine available, with send and receive capabilities.
- c. Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for the purchase of services on client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in Title III Programs.
- d. Application Process: Interested parties may apply for consideration for participation in the vendor pool by submitting a completed and signed direct purchase application, vendor agreement.
- e. Maintenance of Records: The Vendor shall document all riders and attach documentation with their billing to verify rider count.
- f. Evaluation: Sixty and Better will conduct periodic program evaluations of vendors in accordance with the letter of agreement.
- g. Confidentiality: Vendors shall have procedures to ensure that no information about an older person, or obtained from an older person, is disclosed in a form that identifies the person without the informed consent of the person or his/her legal representative.

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

II.

## CRITERIA FOR EVALUATING VENDORS

- a. Billing must be submitted in a timely and accurate manner, by the 7<sup>th</sup> **business day of the month** for monthly billing or no later than Monday by 4:00 p.m. of the following week if billing weekly **using billing forms approved by Sixty and Better Inc.**
- b. In the event the billing is not accurate there **may** be a delay in **payment** of five business days from the time the billing is reconciled.
- c. Quality customer service must always be provided to clients and care specialist, and phone calls must be returned in a timely manner. (24 hours)
- d. A contact person is designated and accessible to resolve issues.
- e. Vendors must also have the ability to provide an approved substitute provider when the regular provider is unable to work.

The name, geographic area of responsibility, and phone number of Sixty and Better Inc. the focal point appears below.

Sixty and Better Inc.  
1400 Circle Drive STE. 300  
Fort Worth, Texas 76119  
817.413.4949 ext. 216



This agreement shall be for a period of one year, commencing on \_\_\_**day of** \_\_\_\_\_, and shall continue through the \_\_\_**day of** \_\_\_\_\_ or until it has been terminated by either party by giving thirty days written notice to the other party. Further, in the event the contract is not executed by both parties on or prior to the expiration date the agreement shall remain in effect on a month to month basis until resigned by both parties.

\_\_\_\_\_, hereinafter referred to as **Vendor**, do hereby agree to provide services effective beginning \_\_\_\_\_ in accordance with the Older Americans Act of 1965 (OAA), as amended, Texas Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This Agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, and the Texas Department of Aging and Disability Services' AAA Access and Assistance guidelines.

The purpose of this system of Access and Assistance is to develop cooperative working relationships with other service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

## I. SCOPE OF SERVICES

A. The Vendor agrees to provide the following service to clients authorized by Sixty and Better Inc. as identified below in accordance with the vendor application, the Direct Purchase Application Requirements listed above, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

**1. DEMAND RESPONSIVE TRANSPORTATION**

Taking an older individual from one location to another but does not include any other activity. Sixty and Better Inc. will reimburse the vendor at a rate of **\$5.10** per passenger per one-way **eligible trip**. S&B will guarantee reimbursement of a minimum of four passengers per one way within a two mile radius for daily rides to designated centers. **In addition, S&B will guarantee reimbursement of \$5.10 per passenger per trip with a minimum of six passengers per one-way trip for recreational/shopping; it is estimated at one shopping/recreational trip per month. In the event there are less than six passengers at a given center S&B will coordinate with two or more centers to combine passengers to reach the minimum passenger requirement. Since this is a grant funded program service dates may be reduced or altered due to budgetary restraints.**

Centers under this Agreement include: Roosevelt Center; 2117 Roosevelt STE. F Pantego Drive, Arlington Central; 401 Sanford, Suite 100, Arlington, Texas 76011, Northside Senior Center; 1100 N.W. 18<sup>th</sup> street Fort Worth, Texas 76164, Como Senior Center; 4900 Horne Street Fort Worth, Texas 76107, Fellowship Corner; 1601 New York Ave Fort Worth, Texas 76104, Worth Heights; 3551 New York Ave Fort Worth, Texas 76110, North Tri Ethnic; 2950 Roosevelt Fort Worth, Texas 76106, Eugene McCray; 4932 Wilbarger St. Fort Worth, Texas 76119, Handley Meadowbrook; 6201 Beaty Street Fort Worth, Texas 76112, Diamond Hill 1701 NE 36<sup>th</sup> St. Fort Worth, Texas 76106. Additional centers may be added as agreed upon by both parties.

**In performing this Agreement, Vendor will comply with all Texas Administrative Code standards which may be accessed at the Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us)**

**Vendor will also comply with all applicable Older American Act and other required rules and regulations which may be accessed at the following website: [www.aoa.gov/index.asp](http://www.aoa.gov/index.asp)**

**Targeting:** Services are designed to identify eligible clients, with an emphasis on high-risk clients and serving older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as identified in the Older American Act.

**ADDITIONAL TERMS OF AGREEMENT**

I. The **VENDOR** agrees to:

II. **ASSURANCES**

a. ***Americans with Disabilities Act of 1990-***

The **VENDOR** shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadlines established under the Act as they pertain to operations for employment, public accommodations, transportation, state and local government operations and telecommunications.

b. ***Drug Free Workplace-***

The **VENDOR** shall comply with the Drug-Free Workplace Act of 1988, and Texas Senate Bill 1- 1991, as applicable.

- c. Vendor shall conduct random drug screens at least annually.
- d. Certification Regarding Debarment 45CFR 92.35 Subawards to debarred and suspended parties; this document is required annually as long as this Agreement is in affect.
- e. Vendor shall conduct criminal background checks at least annually
- f. Equal Employment Opportunity

**Vendor agrees to provide equal opportunity to all employees and applicants for employment. No person is to be discriminated against in employment opportunities or practices on any basis protected by applicable federal, state, or local law including race, religion, color, sex, national origin, age, genetic information, veteran, or disability status. This policy applies to all terms, conditions and privileges of employment including, but not limited to, hiring, transfer, promotion, termination, layoff, retirement, training, compensation, and benefits.**

#### IV. ATTACHMENTS

(Includes all documents completed prior to the commencement of this Agreement)

Vendor Application and all other required documents (e.g. licenses, insurance policies, etc)

- a. Signed and completed Certification Regarding Debarment

**NOTE: Possible grounds for termination of vendor Agreement include, but are not limited to:**

- Not starting newly authorized services in a timely manner.
- Ongoing failure to return phone calls or e-mails from S&B staff within 24 hours.
- “No call/ no show” on scheduled appointments with consumers.
- All trip logs must be signed and dated by the client/family caregiver and agency employee and dated appropriately, if applicable.
- Consistently denying referrals
- Consistently denying referrals based on no staff availability.
- Consistent billing errors or billing consistently turned in late.
- Convictions other than a Class c misdemeanor
- This Agreement may also be terminated by Sixty and Better Inc. at any time and for any reason or no reason by delivery of a notice of termination at least 30 days prior to the intended termination date.

It is further agreed between the parties that the designated representative of **Sixty and Better Inc.** will meet with the designated representative of **Vendor** to review current operations and any necessary amendments when called upon. Any amendment to this Agreement must be agreed upon in writing between the parties.

**It is further agreed between the parties that in case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

It is further agreed that the **Vendor** shall indemnify, and hold harmless **SIXTY AND BETTER INC.**, its officers, agents and employees harmless from any and all liability, demands, claims, actions losses, interests, costs of defense and expenses, including reasonable attorney fees arising from and in connection with the performance of this Agreement if such liability, demands, claims, actions, losses, interests, cost of defense and expenses, including reasonable attorney fees are founded in whole or in part upon the negligence or intentional act of the **Vendor, its employees, servants, or agents.**

This Agreement shall be constructed in accordance with the laws of the State of Texas. Exclusive venue for any lawsuits or actions of law or in equity arising here under shall be in Tarrant County, Texas.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**VI. SIGNATURES**

For the faithful performance of the terms of this Agreement, the parties affix their signatures and bind themselves effective \_\_\_\_\_.

**Authorized Signatures**

\_\_\_\_\_  
**Company Name**

**SIXTY AND Better Inc.**  
Company Name

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

\_\_\_\_\_  
**Marcus Rockwell, Interim CEO**  
**Sixty and Better Inc.**  
**1400 Circle Drive Ste. 300**  
**Fort Worth, Texas 76119**