

**Alamo Area Council of Governments
Request for Applications – 2023-2024
RFA-21-53-IDDS-PROVIDER Rev 1
Open Enrollment for Intellectual and Developmental Disabilities Services Array**



Alamo Area Council of Governments (AACOG)

Intellectual and Developmental Disability Services Array

OPEN ENROLLMENT APPLICATION

INTRODUCTION

In order to ensure an effective, efficient, and equitable intellectual and developmental disabilities service delivery system, Alamo Area Council of Governments (AACOG) as the Local Intellectual and Developmental Disability Authority (LIDDA) for Bexar County, subcontracts the Intellectual and Developmental Disabilities Service Array to a network of public and private Provider organizations. This creates an alliance, which implements the Intellectual and Developmental Disabilities Service System described throughout this application.

The alliance’s mission is to:

- Coordinate the delivery of authorized services to eligible individuals
- Integrate a network of public and private Providers
- Ensure that services are equitably distributed
- Provide barrier-free access to services

AACOG staff, in conjunction, with public and private stakeholders, the Intellectual and Developmental Services Advisory Committee (IDDSAC), and the AACOG’s Board of Directors adopted the service methodology known as “Open Enrollment” in order to implement the Network Service Delivery System.

AACOG’s role as the LIDDA is to develop and manage a coordinated service system for Bexar County’s Priority Population. The system is designed to provide the best value for the public dollar. Best value is defined as services delivered in a cost effective, equitable, and high-quality manner. As the LIDDA, we accept accountability and responsibility for our actions as the stewards of public funds.

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AACOG’S MISSION

AACOG's Mission is to enhance the lives of all residents of the Alamo Region by working in mutual respect and partnership with all levels of government, the business sector, and the community at large to meet regional challenges and to create regional strengths.

LIDDA’S MISSION

To ensure people with intellectual and developmental disabilities who live in Bexar County receive necessary quality services. Our core values include individual worth, quality, integrity, dedication, innovation, teamwork, education, and family.

AACOG is About Choices

The Alamo Area Council of Governments continually strives to offer access and choice to adults and children with intellectual and developmental disabilities and their families:

- Choice of services and supports
- Choice of providers

PRINCIPLES

Personal Choice

The development of a provider network will provide the person with choice and access to services. AACOG will ensure choice, access, and best value.

Personal Input

With input from the persons, families, and other stakeholders in the community, AACOG will continue with the development of a network of providers.

Personal Access

AACOG will provide the person with convenient access to services.

Person Driven

The person is to be an active partners with AACOG in treatment planning, policy-making, and local planning

AACOG Demographics

As the IDD Local Authority for the Bexar County service area, AACOG is responsible for providing community-based IDD services and to assist individuals and families with access to certain Medicaid funded services, as a part of the State Medicaid Plan.

Currently during state fiscal year 2023, the LIDDA is expecting to serve approximately 450 Safety Net individual's

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As a result of the passage of HB 2377, of the 74th legislature, the Texas Health and Human Services Commission (formerly DADS, formerly TDMHMR) has mandated that LIDDA's assemble a network of service providers to serve of persons with intellectual and developmental disabilities. The AACOG Board of Directors has requested that the Executive Director develop a network of qualified providers willing to provide the following safety net services to persons with intellectual and developmental disabilities and/or related conditions in the least restrictive environment and the most integrated setting within the community.

Safety Net Services

1. Applied Behavior Analysis
Specialized interventions that assist a participant to increase adaptive behaviors to replace or modify maladaptive or socially unacceptable behaviors that prevent or interfere with the participant's inclusion in home and family life or community life. The person must have a determination of Autism, PDD or Asperger.
2. Behavioral Support
Specialized interventions that assist a participant to increase adaptive behaviors to replace or modify maladaptive or socially unacceptable behaviors that prevent or interfere with the participant's inclusion in home and family life or community life.
3. Community Support
Provides habilitation or support activities that provide, foster improvement of, or facilitate an individual's ability and opportunity to participate in typical community activities.
4. Day Habilitation, Site-Based
Provide assistance with acquiring, retaining, or improving self-help, socialization, and adaptive skills necessary to live successfully in the community and participate in home and community life
5. Day Habilitation/ Head Start Course, Site based
The Head Start Course is a site-based training course spanning over six (6) weeks. The training involves twelve topics, all geared toward persons independence. A maximum of six (6) persons may participate in each course. The duration of each training session is one and one-half (1.5) hours twice per week for 6 weeks
6. Day Habilitation Summer Camp
Provide assistance with acquiring, retaining, or improving self-help, socialization, and adaptive skills necessary to live successfully in the community and participate in home and community life. Must include community outing.
7. Respite hourly out of home Services
Supports provided for the planned or emergency short-term relief of the unpaid caregiver of a participant when the caregiver is temporarily unavailable to provide

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supports due to non-routine circumstances. In any setting other than the person's home.

8. Respite daily out of home Services

Supports provided for the planned or emergency short-term relief of the unpaid caregiver of a participant when the caregiver is temporarily unavailable to provide supports due to non-routine circumstances. In any setting other than the person's home. Should occur 6 hours or more in the day.

9. Respite hourly in home Services

Supports provided for the planned or emergency short-term relief of the unpaid caregiver of a participant when the caregiver is temporarily unavailable to provide supports due to non-routine circumstances.

10. Respite daily in home Services

Supports provided for the planned or emergency short-term relief of the unpaid caregiver of a participant when the caregiver is temporarily unavailable to provide supports due to non-routine circumstances. Should occur 6 hours or more in the day.

11. Speech/Language Therapy Services provided to assist an individual to participate in age-appropriate community activities and educational services. This includes assessment and treatment by licensed or certified professionals for speech and language therapy.

12. Transportation Services

Supports provided to a person from his/her home to his/her community activity site or day habilitation site, a person's employment opportunities and participation in community activities.

Eligibility Determination

1. Psychological Evaluation and Testing

A diagnostic interview and clinical assessment conducted by a Licensed Psychologist (PhD) or Physician (MD) to determine if an individual has an intellectual disability, developmental disability or related condition; and resulting in a written report that includes a standardized measure of the individual's intellectual functioning, a standardized measure of the individual's adaptive behavior level, and a review of evidence supporting origination during the individual's developmental period. This service must be conducted in accordance with Texas Health and Safety Code 593.005, and 40 TAC Chapter 5, Subchapter D.

Pre-Admission Screening and Resident Review ("PASRR") Specialized Services

1. PASRR Behavioral Support

The Behavioral Support service component provides specialized interventions by a qualified service provider that assist an individual to increase adaptive behaviors to replace or modify maladaptive or socially unacceptable behaviors that prevent or interfere with the individual's inclusion in home and family life or community life.

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2. PASRR Independent Living Skills Training
Individualized activities that include the provision of assistance, training and support necessary for the person to complete personal care, health maintenance, and independent living tasks; participation in community activities, and develop, retain and improve community living skills.
3. PASRR Supported Employment
The Supported Employment service component provides ongoing individualized supports needed by an individual to sustain paid work in an integrated work setting.
4. PASRR Employment Assistance
The Employment Assistance service component assists an individual to locate paid employment in the community.
5. PASRR Day Habilitation
The Day Habilitation service component assists an individual to acquire, retain, or improve self-help, socialization, and adaptive skills necessary to live successfully in the community and participate in home and community life and does not include services that are funded under §110 of the Rehabilitation Act of 1973 or §602(16) and (17) of the Individuals with Disabilities Education Act.

Crisis Services

1. In-Home Crisis Respite
In-home crisis respite provides therapeutic support to an individual, who is demonstrating a crisis, in the individual's residence when it is deemed clinically appropriate for the individual to remain in his or her natural environment, and it is anticipated the crisis can be stabilized within a 72-hour period. "Crisis" means a situation in which: the individual presents an immediate danger to self or others; or the individual's mental or physical health is at risk of serious deterioration; or an individual believes he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.

Service Activities include:

- The 72 Hour Response Team Shall Consist of at least one (1) Board Certified Behavior Analyst (BCBA) and multiple Registered Behavior Technicians (RBTs)
- The 72 Hour Response Team shall provide 72 hours of 1:1 crisis respite care including the writing and implementation of crisis intervention plan (Preliminary Behavior Support Plan) and coordinating client follow up care.
- If the 72 Hour Response Team has begun the process of 1:1 crisis intervention but is terminated for any reason including discharge, then Contractor can bill for hours provided up to the point of cancellation.

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GOALS:

The goals for this network are:

1. To increase personal choice, accessibility, quality of services, and best value.
2. To develop a community system that can provide the above-mentioned services to eligible persons with intellectual and developmental disabilities and/or related conditions.
3. To create meaningful cooperative relationships between AACOG and the private providers offering services to persons with intellectual and developmental disabilities and/or related conditions in the local community.
4. To provide multicultural and multilingual competent services to the persons and families of Bexar County.
5. To increase service delivery through administrative cost reduction.

Target Population

The target population recipients are adults, adolescents, and children who have been identified as persons with Intellectual and Developmental Disabilities.

Provider Responsibilities

All Services must be delivered in accordance with the provider handbook.

The Provider is required to comply with all state and federal laws regarding the confidentiality of the persons' records (HIPAA) and nondiscrimination.

The Provider will obtain prior authorization for all services.

The Provider will maintain acceptable levels of general liability insurance in a minimum amount of \$500,000.00 per occurrence and \$1,000,000.00 in aggregate and will name the AACOG as an additional insured. The comprehensive general liability and professional coverage includes premises liability, employee misconduct and/or errors and omissions liability insurance to cover privacy breaches.

The Provider will maintain automobile liability coverage in a minimum amount of \$100,000.00 per occurrence and \$300,000.00 aggregate. The Provider will provide evidence of coverage and will have the insurance carrier notify AACOG if changes occur with the coverage period, or if the coverage is cancelled or otherwise revoked.

The Provider agrees to maintain appropriate licenses and accreditation.

The Provider agrees to be credentialed by AACOG.

The Provider agrees to site visits by staff and members of the Advisory Committees.

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The Provider agrees to on-site and administrative audits by the AACOG staff.

The Provider agrees that its name may be used, along with a description of its facilities, care, and services in any information distributed by the LIDDA listing its providers.

The Provider must comply with the rules and standards adopted under Section 534.052 (Subchapter B) of the Texas Health and Safety Code, the HHSC Community Standards of Community Mental Health Centers and Community Service Programs, the Texas Administrative Code and all applicable local, state, and federal laws, rules and regulations.

Expected Outcomes

Providers are expected to consistently meet the following outcome measures

Safety Net Services:

1. To make contact to all referrals within 3 days of referral.
2. To meet 85% of training goals and objectives as determined by the person and his/her family within 1 year of referral.

Eligibility Determination:

1. To complete the DID within 10 calendar days of referral.
2. To receive back the completed DID within 20 calendar days of referral.

PASRR Services:

1. To make contact to all referrals within 3 days of referral.
2. To meet 85% of training goals and objectives as determined by the person and his/her family within 1 year of referral.

Crisis Services:

1. The 72 Hour Response Team shall respond within two (2) hours of notification and provide confirmation of intent to serve.
2. To meet 95% of training goals and objectives as determined by the person and his/her family within the authorization period.

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Rate Schedule for Safety Net services

The following rate schedule will be followed in consideration of the obligations undertaken by Provider, AACOG agrees to pay Provider for **Safety Net** services rendered according to prices reflected below:

SERVICE	Unit Description	SFY 24 MINIMUM RATES	SFY 24 MAXIMUM RATES
Applied Behavioral Analysis	1 Hour	\$102.00	\$120.00
Behavior Support	1 Hour	\$76.52	\$90.00
Community Support	1 Hour	\$17.96	\$25.00
Day Habilitation, Site Based	1 Hour (up to 6 hours daily)	\$4.76	\$6.00
Day Hab Head Start Course, Site Based	1 Hour (up to 1.5 hours 2 times per week for 6 weeks)	\$29.20	\$40.00
Day Habilitation Summer Camp	1 Day (up to 6 hours daily)	\$5.96	\$7.00
Respite Hourly	1 Hour	\$15.00	\$15.00
Respite Daily	1 Day (for 10 hours or more in a 24-hour period)	\$150.00	\$150.00
Speech/Language Therapy	1 Hour	\$120.00	\$120.00
Transportation	1 Hour	\$17.96	\$25.00

Rate Schedule for Eligibility Determination (Psychological Evaluation and Testing services)

The following rate schedule will be followed in consideration of the obligations undertaken by Provider, AACOG agrees to pay Provider for **Psychological Evaluation and Testing** rendered according to prices reflected below.

SERVICE	Unit Description	Minimum RATE.	Maximum RATE
Psychological Evaluation and Testing	1 Hour (up to 7 hours)	\$120.00	\$120.00

Rate Schedule for PASRR services

The following rate schedule will be followed in consideration of the obligations undertaken by Provider, AACOG agrees to pay Provider for **PASRR specialized services** rendered according to prices reflected below.

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SERVICE	Unit Description	SFY 23 MINIMUM RATES	SFY 23 MAXIMUM RATES
Behavioral Support	1 Hour	\$69.20	\$79.53
Day Habilitation	1- 2.9 Hours	\$19.48	\$22.38
Day Habilitation	3 + Hours	\$38.95	\$44.76
Independent Living Skills Training	1 Hour	\$17.73	\$22.41
Employment Assistance	1 Hour	\$28.80	\$33.10
Supported Employment	1 Hour	\$28.80	\$33.10

Rate Schedule for In-Home Crisis Respite services

The following rate schedule will be followed in consideration of the obligations undertaken by Provider, AACOG agrees to pay Provider for **Crisis Respite** services rendered according to prices reflected below

SERVICE	Unit Description	MINIMUM RATE	MAXIMUM RATE
In-Home Crisis Respite	1 Hour (max of 72 Hours)	\$62.50	\$62.50 (max of \$4,500.00)

AACOG **does not** pay for Sheltered Workshop at this time

AACOG **does not** pay for “no-shows” or “cancellations”

AACOG **does not** guarantee referrals

Local Intellectual and Developmental Disabilities Authority Responsibilities

The LIDDA is responsible for making appropriate referrals to Providers based on the person’s choice and access.

The LIDDA is responsible for utilization management and quality assurance.

The LIDDA ensures that contracted services addressing the needs of the Priority Population are provided as required by the Texas Health and Human Services Commission (HHSC).

The LIDDA does not guarantee any referral volume to any Network Provider.

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Application Submission Instructions:

Applications must be sent via regular mail, special carrier or delivered to:

**Alamo Area Council of Governments
Attention: Procurement Dept.
2700 NE Interstate 410 Loop
Suite 101
San Antonio, TX 78217**

Applications will be processed on a quarterly biases. AACOG is not responsible for Applications lost, misdirected or otherwise not received by the LIDDA.

Applications may **not** be faxed. Include three applications 1 original and 2 copies of the application all in a bound format. Application can be mailed or dropped off at the location above.

As of 1/1/2021 we will require 1 digital copy of the original application (a total of 4 applications). Please turn in the digital copy on a data stick.

False statements by prospective providers may disqualify the applicant for enrollment. AACOG reserves the right to reject any and all applications, to waive technicalities, and to accept any advantages deemed beneficial to AACOG and the people we serve.

Each prospective provider is responsible for ensuring that documents for enrollment are submitted completely. The AACOG expressly reserves the right to reject any Applications that are incomplete.

Each prospective provider will need to submit a bid on our AACOG website. Once the submission period is open. Go to our website. www.AACOG.com at the bottom of the website you will see open bid. Click on open bid and fill out the form for IDD Service.

Please use Person First Language in your narratives. People first language is used to speak appropriately and respectfully about an individual with a disability. People first language emphasizes the person first not the disability (ex. refer to the person first by using phrases such as: “a person who ...”, “a person with ...” or, “person who has...”)

Link: <https://awsfoundation.org/wp-content/uploads/2015/10/People-First-Language-Chart.pdf>

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Timetable:

**AACOG IDD Services
Request for Application (RFA) Submission Schedule**

Activity	Cycle 1	Cycle 2	Cycle 3
RFA posts on AACOG website/ submission period opens	June 1	Sept 1	Dec 1
RFA submission period closes**	July 31	Oct 31	Jan 31
IDDS Advisory Sub-committee evaluates RFAs	Mid-Aug	Mid-Nov	Mid-Feb
IDDS Advisory Committee makes final decision on RFAs	Sept	Dec	March
AACOG BOD considers and acts upon recommendation from IDDS Advisory Committee (Consent Agenda)	Oct	Jan	April
If vendor RFA is approved, AACOG Contracts for IDDS Safety Net Services	Nov	Feb	May

** Please note if the last day of the month falls on a weekend the RFA due date is the last business day of the month.

AACOG IDDS Reserves the right to make changes to this schedule as need dictates

The attached Forms A-M must be completed by each Applicant.

Following contract award, the contents of all Applications may be made available upon written request. Therefore, any information contained in the Application that is deemed to be proprietary or confidential in nature must be clearly designated in the Application. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

Please be sure to answer every question. If the question does not apply, simply and clearly document "N/A". Interviews or site visits may be conducted to further evaluate applications.

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**ATTACHMENT A
BUSINESS DEMOGRAPHICS**

Please pick the type of business that you have from the following and provide the listed information (**SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, OR 501(c)3**).

1. If a **SOLE PROPRIETORSHIP**, provide the following:
 - a. the Applicant's name;
 - b. tax identification number;
 - c. residence address;
 - d. address where services will be provided;
 - e. telephone number and facsimile number; and
 - f. the number of years the Applicant has provided the proposed service(s).

2. If a **PARTNERSHIP** (General or Limited), provide the following:
 - a. names and residence address of each of the partners;
 - b. address where services will be provided;
 - c. Telephone number and facsimile number;
 - d. a copy of the Partnership Agreement;
 - e. the tax identification number of the partnership or the tax identification numbers of the individual partners; and
 - f. the number of years each of the partners, and the partnership as a whole, has provided the proposed service(s).
 - g. Certificate of Formation (Secretary of State)
 - h. Any Certificates of Amendments (if applicable)
 - i. If a foreign entity, Certificate of Registration (Secretary of State)

3. If a **CORPORATION**, provide the following:
 - a. name(s), address(es) and telephone number(s) of the officers of the corporation;
 - b. a copy of the Articles of Incorporation;
 - c. a copy of the current Bylaws of the Corporation;
 - d. the tax identification number;
 - e. a current Certificate of Good Standing issued by the Texas State Comptroller;
 - f. the name(s), address(es) and telephone number(s) of the majority shareholders;
 - g. the name, address, telephone number and facsimile number of the corporate contact for this Application; and
 - h. the number of years each of the officers, the corporation as a whole, and the majority shareholders (if applicable) have provided the proposed service(s).
 - i. Certificate of Formation (Secretary of State)
 - j. If a foreign entity, Certificate of Registration (Secretary of State)

4. If a **LIMITED LIABILITY COMPANY (LLC)**, provide the following:
 - a. Certificate of Formation (Secretary of State)
 - b. Articles of Organization or
 - c. Regulations of organization
 - d. Any Certificates of Amendments (if applicable)
 - e. If a foreign entity, Certificate of Registration (Secretary of State)

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**ATTACHMENT A
BUSINESS DEMOGRAPHICS**

5. If a **501(c)3**, provide the following:
 - a. name(s), address(es) and telephone number(s) of the Board of Directors of the 501(c)3;
 - b. a copy of the Articles of Incorporation or Certificate of Formation;
 - c. a copy of the current Bylaws of the 501(c)3;
 - d. the tax identification number;
 - e. the name, address, telephone number and facsimile number of the corporate contact for this application.

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**ATTACHMENT B
ORGANIZATIONAL STRUCTURE**

1. Describe the organizational structure of the Applicant.
2. If applicable, attach an organizational chart of the Applicant.
3. Describe your business model.

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**ATTACHMENT C
SERVICES**

1. Describe capacity and any limitations on persons accepted. Identify where services are offered and the times of day and days of the week the services will be available. Describe in detail how your organization is multilingual, multicultural, and ADA-accessible.
2. Describe the Applicant’s experience in working and providing services for persons with intellectual and developmental disabilities over the last five years.
3. Describe how the Applicant plans to serve persons with disabilities and persons with co-occurring diagnoses of intellectual and developmental disabilities/Mental Health and or intellectual and developmental disabilities/substance use disorder?
4. Describe how the Applicant plans to work with persons who are hearing impaired, persons who have limited language skills and persons who speak a language other than English?
5. Describe the service site’s proximity to public transportation.
6. Describe the specific services your organization will be offering.
7. Please select the service the applicant would like to offer by placing an X in the box next to each service.

Safety Net Program

Services	Select
Applied Behavioral Analysis	
Behavior Support	
Community Support	
Day Habilitation, Site Based	
Day Habilitation Head Start Course, Site Based	
Day Habilitation Summer Camp	
Respite Hourly – Out of Home	
Respite Daily – Out of Home	
Respite Hourly – In Home	
Respite Daily – In Home	
Speech/Language Therapy	
Transportation	

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**ATTACHMENT C
SERVICES
Eligibility Determination**

Services	Select
Psychological Evaluation and Testing services	

PASRR Program

Services	Select
Behavior Support	
Day Habilitation 1-2.9 hours	
Day Habilitation 3-6 hours	
Independent Living Skills Training	
Employment Assistance	
Supported Employment	

Crisis Respite

Services	Select
Crisis Respite In Home Hourly	

8. Please describe in detail how the applicant intends to provide each selected service.

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**ATTACHMENT D
MANAGED CARE PROFILE**

1. List all managed care companies with which the Applicant currently contracts.

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**ATTACHMENT E
FINANCIAL**

1. Provide a copy of all certified external audits conducted in the past three (3) years.
2. Provide a copy of the Applicant's tax statements for the past three (3) years, (IRS Form 1040 and all Schedules, Forms 990 and all Schedules, Forms 1120 and all Schedules, Forms 1065 and all Schedules, as applicable)
3. Provide a current Financial Statement, including Cash Flow.
4. Identify whether the Applicant has ever filed bankruptcy. If the answer is "yes", please describe in detail.
5. Identify whether the Applicant has ever defaulted on any business lease arrangement. If the answer is "yes", describe in detail.
6. Identify whether the Applicant owns or leases current business properties and in what geographic areas Contractor intends to provide this service. Provide street address/s from which program services will operate.
7. Provide a statement that all the Applicant facilities are compliant with the accessibility requirements of the American With Disabilities Act (ADA).
8. Provide a financial plan to include emergency funds, to support business expenses.

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**ATTACHMENT F
RISK PROFILE**

1. If applicable, provide a copy of the 501(c)(3) IRS Exemption form from the Internal Revenue Service.
2. Provide a copy of the following insurance coverage: professional liability, directors and officers, errors and omissions, general liability, medical malpractice, breach of privacy, worker's compensation, premises liability and umbrella. Label as Exhibit F2
3. Identify whether the Applicant, as an entity, or anyone employed by the Applicant is currently under investigation, or has had a license or accreditation revoked by any state, federal, or Center or licensing agency within the last five (5) years. If the answer is "yes", provide a detailed explanation.
4. Identify whether the Applicant, as an entity, or anyone employed by the Applicant providing direct care or employed in a management position has had any felony convictions. If "yes", provide a detailed explanation. Provide any company policies that outline your procedures in dealing with current or future employees who are convicted felons.
5. Has the Applicant had any confirmed abuse, neglect, or rights violations claims in the last three (3) years? If so, explain in detail.
6. Identify whether the Applicant has ever been placed on vendor hold by an agency or company. If "yes", provide a detailed explanation.
7. Identify any lawsuits or litigation involving clinical services to which the Applicant has been a party during the past five (5) years. Provide details on any judgments.
8. Provide a list of companies with whom the Applicant has a current contract to provide similar services as outlined in this RFA.
9. Identify whether the Applicant, as an entity, or any of the Applicant's employees Medicaid Provider number(s) has ever been suspended or revoked. If "yes", explain.
10. Identify whether the Applicant, as an entity, or any of the Applicant's employees Medicare Provider number(s) has ever been suspended or revoked. If "yes", explain.
11. Identify whether the Applicant, as an entity, or any of the Applicant's employees has ever been removed, denied or barred from any Managed Care Provider list or other

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insurance payer. If “yes” explain.

12. Identify whether the Applicant has an established corporate compliance program. If “yes” attach a copy of the compliance plan. If “no” provide an explanation or plans to establish a program. Label as Exhibit F12
13. Provide a copy of the organizations Health Insurance Portability and Accountability Act (HIPAA) policies and procedures, which shall include the; Security Management

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Process, Assigned Security Responsibility, Workforce Security, Information Awareness and Training, Security Awareness and Training, Security Incident Procedures, Contingency Plan, Evaluation, Business Associate Contracts and Other Arrangements, Facility Access Controls, Workstation Use and Security, Device, Media, Audit and Access Controls, Integrity, Person or Entity Authentication and Transmission Security. Label as Exhibit F13

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**ATTACHMENT G
PRIORITY POPULATION DEFINITIONS**

LIDDA Priority Population

In accordance with the definition of “LIDDA priority population” found in 40 Tex. Admin. Code, Chapter 5, Subchapter D, § 5.5153(17) (Diagnostic Assessment), LIDDA priority population is a group comprised of persons who meet one or more of the following descriptions:

- (a) A person with an intellectual disability, as defined by Tex. Health and Safety Code §591.003(15-a);
- (b) A person with autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders;
- (c) A person with a related condition, listed in <https://hhs.texas.gov/stites/hhs/files/documents/lawsregulations/handbooks/dbmd/res/icd10-codes-1.pdf>, who is eligible for, and enrolling in services in the ICF/IID Program, Home and Community-based Services (HCS) Program, or Texas Home Living (TxHmL) Program
- (d) A nursing facility resident who is eligible for specialized services for intellectual disability or a related condition pursuant to Section 1919(e)(7) of the Social Security Act;
- (e) A child who is eligible for Early Childhood Intervention services through the System Agency; and
- (f) A person diagnosed by an authorized provider as having a pervasive developmental disorder through a diagnostic assessment completed before November 15, 2015.

The determination of eligibility for the priority population must be made through the use of assessments and evaluations performed by qualified professionals. Individuals who are members of the priority population are eligible to receive IDD services, as appropriate for the individual’s level of need, eligibility for a particular service, and the availability of that service. Since resources are insufficient to meet the service needs of every individual in the priority population, services should be provided to meet the most intense needs first.

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**ATTACHMENT H
LETTERS OF SUPPORT**

A letter of support is an outside testimonial that backs up your business claims of success and promises to deliver. Letters of support can be given by business, person who you provided service to and/or an advocate.

1. Provide (3) three letters of support. Label as Exhibit H1.

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**ATTACHMENT I
ASSURANCES DOCUMENT
(Applicant assures the following)**

1. That all addenda and attachments to the Application as distributed by AACOG have been completed.
2. No attempt will be made by the Applicant to induce any person or firm to submit or not to submit an application, unless so described in the application document.
3. The Applicant does not discriminate in its services or employment practices on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), genetic information, national origin, disability, veteran status, or age.
4. That no employee of AACOG or HHSC, and no member of AACOG's Board of Directors will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the applicant is unable to make the affirmation, then the applicant must disclose any knowledge of such interests.
5. Applicant accepts the terms, conditions, criteria, and requirements set forth in the Application.
6. Applicant accepts AACOG's right to cancel the Application at any time prior to contract award.
7. Applicant accepts AACOG's right to alter the timetables for procurement as set forth in the Application.
8. The proposal submitted by the Applicant has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the application submitted by the Applicant has not been knowingly disclosed by the Applicant to any other Applicant prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the application or any other associated costs.
11. AACOG has the right to complete background checks and verify information.
12. The individual signing this document and the contract is authorized to legally bind the Applicant.
13. The address submitted by the Applicant to be used for all notices sent by the LIDDA is current and correct.

Authorized Signature for the Applicant/Date

Title of the Organization/Provider

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ATTACHMENT J
CONFLICT OF INTEREST QUESTIONNAIRE

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

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**ATTACHMENT K
DEBARMENT CERTIFICATION**

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION	Doing business as (DBA), if applicable:	
ADDRESS	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, bidders, and sub grantees to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AACOG, Director of Administrative Services, 2700 NE Loop 410, Suite 100, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “application”, 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. You may contact the person to which this application or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

Yes No

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ATTACHMENT K
DEBARMENT CERTIFICATION

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

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

Check the statement that applies to the potential vendor/grantee:

1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.

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ATTACHMENT K
DEBARMENT CERTIFICATION

2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
-----------------------------------	--

Signature of Authorized Representative	Printed/Typed Name & Title of Authorized Representative
---	--

Date: _____

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**ATTACHMENT L
REQUEST TO BE ADDED TO VENDOR/BIDDER LIST**

AACOG requires all vendors interested in conducting business with the agency to complete a “Request to be added to Bidder/Vendor List” packet prior to being eligible to receive opportunities to bid for agency projects. In addition, AACOG has a centralized purchasing function and requires that a purchase order number be issued and authorized before any order is processed. The contact for Purchase Order numbers is the Procurement Department, 210.362.5200, procurement@aacog.com.

NOTE: AACOG programs are on a cost reimbursement from the funding sources. AACOG will bill the funding source for purchases subsequent to receipt of goods or services and invoices. Invoices are required for all purchases. Payment will be forwarded to the vendor upon reimbursement from the funding source. Vendors should note that this process may take sixty (60) to ninety (90) days for payment to be processed. Contact for status of payments is Accounts Payable at 210.362.5280.

RETURN THIS FORM TO: Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, TX 78217
ATTN: Procurement Department
Phone: 210.362.5200
Email: procurement@aacog.com

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

Signature/Date

COMPANY NAME:	
Send Payment(s) to - ADDRESS:	
CITY/STATE/ZIP CODE:	
Send POs to- ADDRESS:	
CITY/STATE/ZIP CODE:	
TELEPHONE NUMBER:	
FAX NUMBER:	Preferred method for receipt of purchase orders Yes <input type="checkbox"/> No <input type="checkbox"/>
WEB SITE ADDRESS:	
EMAIL ADDRESS:	Preferred method for receipt of purchase orders Yes <input type="checkbox"/> No <input type="checkbox"/>
REPRESENTATIVE:	

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ATTACHMENT L
REQUEST TO BE ADDED TO VENDOR/BIDDER LIST

PLEASE LIST THE TYPE OF PRODUCTS/SERVICES YOU PROVIDE.

Attach any catalogs/brochures/samples – description of products/services required below

Please assist us by completing the following:

1. **Type of Request:**
 New Vendor Change of Address Updated Information

2. **Ownership:**
 Sole Proprietorship Partnership Corporation
 Governmental Agency *Non-Profit Other

3. **Tax Identification Number:** _____
Attach completed W-9 form unless tax exempt. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

4. **Have you done business with AACOG in the past?**
 Yes No

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5. Is your business currently certified with the State of Texas' Centralized Master Bidder's List? <http://www.window.state.tx.us/procurement/prog/cmb>
Yes No

****Please return confirmation of your CMBL certification with this vendor application**

6. Is your business currently certified as a HUB with the State of Texas?
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification>
Yes No N/A

7. Is your business currently certified as a HUB outside the State of Texas?
Yes No Name of State

Request to Be Added to Vendor/Bidder List

8. If YES to either question 6 or 7, enter Historically Underutilized Business (HUB), Ethnicity, and Gender status, if applicable:

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

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

****A copy of your HUB certification is required in order to be included as a HUB.**

9. If applicable, please note if you're Texas-based Small, Minority, and/or Women-Owned Business Enterprise (SMWBE) is certified with any of the organizations listed below:

- City of Austin
- City of Houston
- Dallas/Fort Worth Minority Supplier Development Council
- El Paso Hispanic Chamber of Commerce
- South Central Texas Regional Certification Agency (SCTRCA)
- Southwest Minority Supplier Development Council
- Texas Department of Transportation (TXDOT)
- Women's Business Council – Southwest
- Women's Business Enterprise Alliance

****Please return confirmation of this certification with this vendor application.**

****If you hold certification with any of the entities noted above, you may qualify to automatically receive HUB Certification with the State of Texas. Please contact TPASS's Statewide HUB Program at 888-863-5881 for further information.***

10. Is your principal place of business in the State of Texas?
Yes No

11. Is your organization delinquent on State of Texas Franchise taxes?
Yes No

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ATTACHMENT L
REQUEST TO BE ADDED TO VENDOR/BIDDER LIST

12. Are you or anyone in your organization related to an AACOG employee or a member of AACOG’s governing board?
Yes No

If YES, list AACOG employee or Board member’s name and relationship:

Name		Relationship	
------	--	--------------	--

13. Are you or anyone in your organization a former Workforce Solutions-Alamo employee and/or board member?
Yes No

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**ATTACHMENT M
BUSINESS ASSOCIATE AGREEMENT BETWEEN THE
BETWEEN THE
ALAMO AREA COUNCIL OF GOVERNMENTS AND
XXXXXXXXXX**

This agreement ("AGREEMENT") is made by and between The **Alamo Area Council of Governments** ("AACOG") and **XXXXXXXXXX** ("BUSINESS ASSOCIATE") acting by and through its duly authorized officials.

Article 1: Contract Period

1.1 This Agreement is effective upon final execution by AACOG (the "Effective Date") and shall terminate when all Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) provided by AACOG to BUSINESS ASSOCIATE is destroyed (with required certification of destruction) or returned to AACOG, or, if it is not feasible for the return or destruction of all PHI and/or EPHI, safeguards are extended to such information in accordance with the termination provisions in this AGREEMENT.

Article 2: Definitions

- 2.1 All terms used in this Agreement not otherwise defined in this Agreement have the same meaning as those terms in the Implementing Regulations. A reference to a section of an Implementing Regulation means the section as of the execution date of this AGREEMENT or as subsequently amended.
- 2.2 Electronic Protected Health Information (EPHI), for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information received by BUSINESS ASSOCIATE from AACOG.
- 2.3 Implementing Regulations are Title 45, Code of Federal Regulations, Parts 160, 162, and 164 (45 CFR 160, 45 CFR 162, and 45 CFR 164), as amended.
- 2.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.
- 2.5 Protected Health Information (PHI), for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information received by BUSINESS ASSOCIATE from AACOG.
- 2.6 Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subpart C.

Article 3: Background

3.1 Under the terms of this Agreement, AACOG will provide to BUSINESS ASSOCIATE certain PHI and/or EPHI for storage and possible destruction. BUSINESS ASSOCIATE

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must afford that PHI and/or EPHI special treatment and safeguards, as detailed in the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and its Implementing Regulations, in conjunction with storage and destruction services provided to AACOG by BUSINESS ASSOCIATE.

Article 4: Permitted Uses and Disclosures by BUSINESS ASSOCIATE

- 4.1 BUSINESS ASSOCIATE shall have possession of PHI and/or EPHI furnished by AACOG solely for purposes of secure storage and, as directed by AACOG, destruction. BUSINESS ASSOCIATE shall make no other use of PHI and/or EPHI provided by AACOG.
- 4.2 BUSINESS ASSOCIATE shall make no disclosure of any PHI and/or EPHI provided by AACOG.
- 4.3 BUSINESS ASSOCIATE shall destroy PHI and/or EPHI only upon direction by AACOG and shall ensure documentation of each destruction in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines at the Implementing Regulations.

Article 5: Obligations and Activities of BUSINESS ASSOCIATE

- 5.1 BUSINESS ASSOCIATE agrees not to use or disclose PHI and/or EPHI provided by, made available by, or created or received on behalf of AACOG other than as permitted by this AGREEMENT or required by law.
- 5.2 BUSINESS ASSOCIATE agrees to establish and maintain appropriate administrative, physical, and technical safeguards (consistent with the Implementing Regulations) to protect the confidentiality, integrity, and availability of PHI and/or EPHI stored at BUSINESS ASSOCIATE's facility. In providing these safeguards, BUSINESS ASSOCIATE shall pay particular attention to the requirements addressed in the Privacy Rule and the Security Rule.
- 5.3 BUSINESS ASSOCIATE agrees to establish and maintain policies and procedures for mitigation, to the extent practicable, of any harmful effect of a use or disclosure of PHI and/or EPHI by BUSINESS ASSOCIATE, its subcontractors, and its agents in violation of the requirements of this AGREEMENT or the HIPAA Implementing Regulations.
- 5.4 BUSINESS ASSOCIATE agrees to promptly, but in no case more than one (1) business day, report to AACOG:
 - a. Any use, disclosure, or breach of PHI and/or EPHI of which it becomes aware that is not provided for by this AGREEMENT.
 - b. Any security incident of which it becomes aware.
- 5.5 BUSINESS ASSOCIATE also agrees to provide the detailed notification required by 45 CFR 164.410 as quickly as practicable and in no case later than sixty (60) days after discovery of a breach, as described in 45 CFR 164.

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- 5.6 BUSINESS ASSOCIATE agrees that it shall not allow storage of AACOG's PHI and/or EPHI with a subcontractor or agent without the advance, express, written permission of AACOG. BUSINESS ASSOCIATE further agrees that, prior to storing AACOG PHI and/or EPHI with a subcontractor or other agent, BUSINESS ASSOCIATE will, through a subcontract or other appropriate agreement, ensure that any subcontractor or other agent agrees to the same restrictions and conditions that apply through this AGREEMENT to BUSINESS ASSOCIATE with respect to AACOG's PHI and/or EPHI. That subcontract or other agreement shall:
- a. Be executed prior to allowing use or disclosure to or by the agent.
 - b. Contain the same terms, conditions, and restrictions on use, disclosure, and safeguard of PHI and/or EPHI as are contained in this AGREEMENT.
 - c. Be approved as to form, conditions, and restrictions by AACOG prior to execution.
- 5.7 BUSINESS ASSOCIATE agrees, at the request of AACOG and with reasonable notice during BUSINESS ASSOCIATE's established business hours, to provide access to PHI and/or EPHI.
- 5.8 BUSINESS ASSOCIATE agrees to make internal practices, books, and records, (including policies and procedures) relating to safeguard of PHI and/or EPHI received from AACOG available to AACOG or the Department of Health and Human Services (DHHS) for the purposes of determining BUSINESS ASSOCIATE'S compliance with the Privacy Rule and/or Security Rule. AACOG will make these requests during BUSINESS ASSOCIATE'S regular business hours or as directed by DHHS.
- 5.9 BUSINESS ASSOCIATE agrees to return, or properly destroy, all PHI and/or EPHI received from AACOG once BUSINESS ASSOCIATE finishes providing services under this agreement or a succeeding agreement.
- a. If BUSINESS ASSOCIATE destroys information, it must certify that destruction to AACOG in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines provided in the Implementing Regulations.
 - b. BUSINESS ASSOCIATE may not unilaterally elect to destroy information that it must retain under Federal or State law or regulation.
 - c. BUSINESS ASSOCIATE must maintain required safeguards for all PHI and EPHI received from AACOG for as long as BUSINESS ASSOCIATE has such information.
- 5.10 BUSINESS ASSOCIATE will develop and implement a procedure for sanctions to address violations, by employees, subcontractors, or agents, of the Privacy Rule, the Security Rule, or any other portion of the Implementing Regulations that deal with safeguard of PHI and EPHI.

Article 6: ownership of PHI and/or EPHI

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- 6.1 All PHI and/or EPHI are and shall remain the property of AACOG.
- 6.2 BUSINESS ASSOCIATE agrees it acquires no title or rights to the information.

Article 7: Amendment

- 7.1 The Parties agree to take such action as is necessary to amend this Agreement as required to ensure compliance with applicable requirements of the HIPAA and its Implementing Regulations.
- 7.2 BUSINESS ASSOCIATE and AACOG shall enact any modifications to the time frame, character, provisions, or other obligations of the parties hereto by execution of a written amendment to the AGREEMENT.

Article 8: Termination

- 8.1 This Agreement may be terminated as follows:
 - a. By 30 day written notice of either party, which will also void any associated agreements;
 - b. For cause, upon AACOG's knowledge of a material breach or violation by BUSINESS ASSOCIATE, its agents, or its subcontractors, in which case AACOG shall either:
 - 1. Provide BUSINESS ASSOCIATE a reasonable opportunity to cure the breach or violation, and then terminate this AGREEMENT if BUSINESS ASSOCIATE does not cure the breach or violation within a time specified by AACOG; or
 - 2. Immediately terminate this AGREEMENT and if the BUSINESS ASSOCIATE breaches a material term of this AGREEMENT and a cure is not feasible in AACOG's opinion.
 - 3. If neither termination nor cure is feasible, AACOG shall report the breach or violation to the Secretary of the Department of Health and Human Services.
 - c. Immediately, without opportunity for cure, if BUSINESS ASSOCIATE knew of a material breach or violation of its obligations under this AGREEMENT on its part, that of its agents, or that of its subcontractors and failed to immediately take reasonable steps to notify AACOG and cure the breach or violation.

8.2 Effect of Termination.

- a. Except as provided in paragraph 8.2b of this section, upon termination of this AGREEMENT, for any reason, BUSINESS ASSOCIATE shall return or destroy (and so certify to destruction) all PHI and EPHI received from AACOG. This

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provision shall apply to all PHI and EPHI that BUSINESS ASSOCIATE, its subcontractors, and agents possess.

- b. In the event BUSINESS ASSOCIATE determines that return or destruction of PHI and EPHI is infeasible, BUSINESS ASSOCIATE shall provide AACOG, in writing, within seven business days of termination, notification of the condition(s) that make return or destruction not feasible. Upon such notification, BUSINESS ASSOCIATE shall continue to extend the safeguards of this AGREEMENT to such PHI and EPHI and continue to ensure no uses and disclosures of such PHI and EPHI for so long as BUSINESS ASSOCIATE maintains such PHI and EPHI.

Article 9: Survival of Terms

- 9.1 The respective rights and obligations of BUSINESS ASSOCIATE under Articles 4, 5, 6, 8, 9, 10, 11, 12, and 15 of this AGREEMENT shall survive termination of this AGREEMENT.
- 9.2 The duties and obligations imposed on BUSINESS ASSOCIATE for proper safeguards for PHI and EPHI under this Agreement will survive expiration of the AGREEMENT until all PHI and EPHI provided by AACOG to BUSINESS ASSOCIATE is destroyed (with required certification of destruction) or returned to AACOG.

Article 10: Compliance with Laws, Representations, and Warranties

- 10.1 BUSINESS ASSOCIATE shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the AGREEMENT. When required, BUSINESS ASSOCIATE shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance. This AGREEMENT shall be construed under the laws of the State of Texas. BUSINESS ASSOCIATE represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of this AGREEMENT, and BUSINESS ASSOCIATE shall bear the cost for all necessary permits and licenses.
- 10.2 AACOG represents and warrants that:
 - a. It will comply with all applicable federal, state, and local laws and regulations, including but not limited to applicable privacy laws
 - b. It has obtained any and all permits, licenses and third-party consents or approvals necessary in connection with the use of materials furnished by AACOG to BUSINESS ASSOCIATE and that it has the legal right to disclose such materials to BUSINESS ASSOCIATE in connection with the services to be performed under this Agreement
 - c. Any materials disclosed by AACOG to BUSINESS ASSOCIATE shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third-party

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- d. It will not publish the work product or other deliverables in the public domain without the prior written consent of BUSINESS ASSOCIATE.

Article 11: Injunctive Relief

- 11.1 Notwithstanding any rights or remedies provided for in this AGREEMENT, AACOG retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of PHI and EPHI, or other violation of the HIPAA and its Implementing Regulations, by BUSINESS ASSOCIATE, its agent(s), subcontractor(s), or other third party that received information from BUSINESS ASSOCIATE.

Article 12: Indemnification; Limitation of Liability

- 12.1 BUSINESS ASSOCIATE shall indemnify, defend, and save harmless AACOG, its officers, employees, members, agents, and contractors from and against all claims, liabilities, costs, and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to BUSINESS ASSOCIATE's breach of any provision of this AGREEMENT or from any negligent act or omission of BUSINESS ASSOCIATE, its officers, employees, agents or contractors.
- 12.2 To the extent permitted by law. AACOG shall indemnify, defend, and hold harmless BUSINESS ASSOCIATE, its affiliated companies, and each of their respective officers, directors, employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses of any kind, including reasonable attorneys' fees (whether incurred in defense of a claim against BUSINESS ASSOCIATE or in connection with a third-party claim, suit, or subpoena) arising out of:
 - a. AACOG's breach of any provision of this AGREEMENT;
 - b. Any negligent act or omission of AACOG, its officers, employees, agents, or contractors; or
 - c. The use of the Work Product by AACOG, or the conclusions drawn therefrom, except for claims arising from BUSINESS ASSOCIATE's negligence.
- 12.3 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of, or in connection with, this AGREEMENT whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations. Liability under any claim made by AACOG shall not exceed the amount of fees paid by AACOG under this AGREEMENT.

Article 13: Legal Construction

- 13.1 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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13.2 Any ambiguity in this AGREEMENT shall be resolved to permit AACOG to comply with the Privacy Rule and the Security Rule.

Article 14: Sole Agreement

14.1 This Agreement constitutes the only agreement between the parties hereto regarding HIPAA compliance and supersedes any prior understandings or written or oral agreements respecting such subject matter.

Article 15: Resolution of Disputes

15.1 The Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be subject to mediation before instituting any proceedings in any court having jurisdiction of the matters made the subject of this Agreement.

15.2 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through legal process in the courts of Bexar County, Texas.

IN TESTIMONY HEREOF, the parties hereto have executed this AGREEMENT in duplicate counterparts by their duly authorized representatives.

Diane Rath
Executive Director
AACOG

XXXXXXXXXXXX
XXXXXXXXXXXX

Date:

Date: