

**THE NEXT CBCOG MEMBERSHIP MEETING WILL BE
HELD AT 2:00 PM ON MARCH 25, 2022**

PLEASE NOTE:

FOR THIS MEETING, THE FOLLOING AGENDA IS BEING
SENT VIA U.S. MAIL TO CBCOG REPRESENTATIVES AND
OTHER APPROPRIATE REPRESENTATIVES. THE MEETING
WILL BE HELD IN THE CONFERENCE ROOM AT 2910
LEOPARD STREET IN CORPUS CHRISTI.

YOU MAY ALSO ATTEND THIS MEETING VIA ZOOM.
PLEASE REGISTER IN ADVANCE FOR THIS MEETING AT
THE FOLLOWING LINK:

<https://us02web.zoom.us/meeting/register/tZcrd-ytgTwjHN2wcAkrNUTiL77VGPr2tyPw>

AFTER REGISTERING, YOU WILL RECEIVE A
CONFIRMATION EMAIL CONTAINING INFORMATION
ABOUT JOINING THE MEETING.

MEETING NOTICE AND AGENDA

COASTAL BEND COUNCIL OF GOVERNMENTS

March 25, 2022
2:00 PM
CBCOG OFFICE
Conference Room
Corpus Christi, Texas

-
1. Call to Order/Roll Call
 2. Approval of Minutes of the February 25, 2022 Meeting
 3. Treasurer's Report
 4. Items Requiring Action by Council of Governments
 - A. CHAIRMAN'S REPORT
 - B. COUNCIL ON AGING REPORT
 - C. ECONOMIC DEVELOPMENT COMMITTEE REPORT
 5. Announcements and Non-Action Items
 6. Adjourn
-

*****PLEASE HAVE THIS PACKET FOR THE MEETING*****

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments

FROM: Mayor Patrick Rios, Chairman

DATE: March 18, 2022

SUBJECT: Supporting Material for the March 25, 2022 CBCOG Meeting

A. CHAIRMAN'S REPORT

Confirmation of Committee Appointments (Attachment A)

B. COUNCIL ON AGING REPORT

RESOLUTION NO. 4007

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACTOR AGREEMENTS FOR FY2022 -2023 WITH THE RURAL ECONOMIC ASSISTANCE LEAGUE, INC (R.E.A.L.) AND REFUGIO SENIOR NUTRITION SERVICES THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF CONGREGATE, HOME DELIVERED MEALS, MINOR HOME MODIFICATIONS AND TRANSPORTATION SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021 FOR A TOTAL OF \$3,176,567.

(Attachment B)

C. ECONOMIC DEVELOPMENT COMMITTEE REPORT

RESOLUTION NO. 4008

A RESOLUTION AUTHORIZING COASTAL BEND COUNCIL OF GOVERNMENTS(CBCOG) TO ENTER INTO AN AGREEMENT WITH THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) TO CARRY OUT ACTIVITES PROPOSED IN THE WORKFORCE AND ECONOMIC DEVELOPMENT ACCELLERATOR FUNDED UNDER AMERICAN RESCUE PLAN ACT (ARPA). (Attachment C)

(ATTACHMENT A)

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments
FROM: Mayor Patrick Rios, Chairman
DATE: March 18, 2022
SUBJECT: Confirmation of Committee Appointments

No one was recommended for Advisory Committee appointment this month.

COASTAL BEND COUNCIL OF GOVERNMENTS

(ATTACHMENT B)

RESOLUTION NO. 4007

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACTOR AGREEMENTS FOR FY2022 -2023 WITH THE RURAL ECONOMIC ASSISTANCE LEAGUE, INC (R.E.A.L.) AND REFUGIO SENIOR NUTRITION SERVICES THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF CONGREGATE, HOME DELIVERED MEALS, MINOR HOME MODIFICATIONS AND TRANSPORTATION SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021 FOR A TOTAL OF \$3,176,567.

WHEREAS, the strategies relating to the provision of nutrition services, minor home repairs, transportation demand response services for congregate and home delivered meals and other supportive services (totaling approximately \$407,845 of Title III C1, Title III C2 \$913,189, NSIP \$321,075, State General Revenue \$62,570, Disaster Flex Title III-B \$352,222, Disaster Flex Title III C2 \$ \$192,327, Disaster Flex Title III-E \$77,097, SGR HDM Rate Increase \$34,879, American Rescue Plan Title III-C1 \$ 177,466, American Rescue Plan Title III-C2 \$333,281, PY Title III-C2 \$11,160, PY Consolidated Appropriations Title III-C2 \$214,247 total \$3,097,358), transportation demand response funding totaling Title III-B \$47,687, American Rescue Plan \$ 15,000, PY CDC Vaccination Title III-B \$15,000, Program Income \$1,288, match \$1,833 total \$79,209) through a contractor agreement FY 2022-2023 are part of the approved Area Agency on Aging's Area Plan for Fiscal Years 2022 - 2023; and

WHEREAS, the Area Agency on Aging solicited new contract agreements for membership in a vendor's purchase pool with contracts ending in FY 2023 for the purpose of purchasing congregate meals, home delivered meals, minor home modifications and transportation demand response service for targeted elderly persons in an eleven-county area; and

WHEREAS, these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including congregate meals, home delivered meals, minor home modifications and transportation demand response service; and

WHEREAS, on December 13, 2021 and February 14, 2022 the Advisory Council on Aging reviewed the vendor contracts and recommends approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director sign contract Agreements with the Refugio Senior Services nutrition, and R.E.A.L for minor home modifications, respite in-home, personal assistance, day activity and health services and health maintenance and that will become part of the Area Agency on Aging's vendor purchase pool for the provision of various services for targeted elderly persons in the eleven county Coastal Bend Area effective October 1, 2021.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 25 day of March 2022.

Mayor Patrick Rios, Chairman

ATTEST:

John P. Buckner, Executive Director



COASTAL BEND
COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING OF THE COASTAL BEND
CONTRACTOR AGREEMENT
FFY2022-FFY2023

Refugio County, hereinafter referred to as Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAA-CB), hereinafter referred to as AAA-CB, do hereby agree to provide services effective beginning October 1, 2021 and ending September 30, 2023, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services Program and the stated Scope of Services.

The AAA Direct Purchase of Services Program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. Through the AAA-CB'S Coastal Bend Aging and Resource Center, services are provided to persons of all ages with disabilities and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance Guidelines.

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

Now and therefore, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

I. SCOPE OF SERVICES

- A. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAA-CB staff, in accordance with the completed Contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service: Home Delivered Meal

Service Definition: hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfaction survey) delivered to an eligible person in their place of residence. (AAAPPM Chapter F, Section D-1040 and Section D-1070).
A CNE is required. (AAAPPM Section D-1040)

Unit of Service: One Meal

Service Area: Refugio County

Service: Transportation – Demand Response

Service Definition: Services that provide for or arrange for taking an older person from one location to another. Does not include any other activity. There are two types of transportation services, contract will only apply to Demand Response:

- Demand/Response: Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit of Service: One, one-way trip

Service Area: Refugio County

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Targeting: AAA-CB services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA or as identified through other grantees, such as the Aging and Disability Resource Center.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Home Delivered Meal	\$5.31		
Transportation	\$55.76		

I. TERMS OF AGREEMENT

A. Terms of the Agreement:

1. Contractor will perform services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit 'Client Roster/Driver Log' documentation as required by the AAA-CB by the 2nd day of the month. Submit 'Contractor Invoice' on the close of business on the 6th

day of each month following the last day of the month in which services were provided.

- a. If either the 2nd or 6th day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
- b. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the

AAACB within **30 calendar days** of the month following the month in which services were provided.

- c. Any concerns regarding discrepancies between the invoiced services and payment must be made within **45 calendar days** after payment is mailed.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Contractor's financial reports. AAA-CB does not require such contributions to be forwarded to the AAA-CB. Program participant contributions (program income) will be reported monthly, as required, to the AAA-CB. Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned
4. Refer Medicaid eligible older individuals to the Health and Human Services Commission, and/or the Medicaid participating suppliers/contractors for the purpose of securing appropriate services, as applicable.
5. Notify the AAA-CB within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s)
6. Ensure that all required insurance(s), certification(s), training(s), or license(s) do not lapse
7. Provide the AAA-CB, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses
8. Maintain communication and correspondence concerning program participants' status.
9. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
10. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA-CB. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year
11. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations

by AAA-CB staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Contractor acknowledges it is an independent provider, NOT an agent of the AAA-CB. Thus, the Contractor indemnifies, saves and holds harmless the AAA-CB against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA-CB if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA-CB.
4. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA-CB agrees to:

1. Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants status.
4. Provide timely technical assistance to Contractor as requested and as available.
5. Conduct quality-assurance procedures which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA-CB's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection Section II.A.2. of this document within approximately 45 days of receipt of invoice - providing such invoice includes all required attachments, is complete and is accurate.

III. ASSURANCES

The Contractor shall comply with:

- A. The Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 et seq.)

- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- J. HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement.
- K. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- L. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

IV. FOCAL POINT DESIGNATION

The following agencies have been designated by the AAA-CB as focal points for services for persons 60 or older in the Coastal Bend Region: Area Agency on Aging of the Coastal Bend, Coastal Bend Aging & Disability Resource Center, Coastal Bend Center for Independent Living, Community Action Agency of South Texas, Catholic Charities of Corpus Christi, Inc., City of Corpus Christi, Kleberg County Human Services, Live Oak Senior Center, Nueces County Community Center, Portland Senior Center, and San Diego Civic Center.

V. ATTACHMENTS

- A. Signed Data Use Agreement
- B. Signed Lobbying Certification
- C. Signed Prohibited Telecommunications and Video Services
- D. Signed HHSC Required Certifications
- E. Audit Certification
- F. W-9

VI. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2021 and ending September 30, 2023.

Refugio County

Robert Blaschke

Authorized Contractor Signature

Robert Blaschke

Print Name

Refugio County Judge

Title

October 18 2021

Date

[Signature]

Authorized Signature

John P. Buckner, Executive Director

Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/22/2021

Date

Attachment A

Attachment A

Subcontract Agreement Form

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

HHS has the right and the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontract Agreement Form.

CONTRACTOR shall ensure HHS that any Breach or event as defined by the DUA that is the US Government's responsibility will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.



COASTAL BEND
COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING OF THE COASTAL BEND CONTRACTOR AGREEMENT FFY2022-FFY2023

Rural Economic Assistance League, Inc., hereinafter referred to as Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAA-CB), hereinafter referred to as AAA-CB, do hereby agree to provide services effective beginning **October 1, 2021 and ending September 30, 2023**, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services Program and the stated Scope of Services.

The AAA Direct Purchase of Services Program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. Through the AAA-CB'S Coastal Bend Aging and Resource Center, services are provided to persons of all ages with disabilities and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance Guidelines.

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

Now and therefore, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

I. SCOPE OF SERVICES

- A. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAA-CB staff, in accordance with the completed Contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service Respite In Home

Service Definition. Temporary services provided to an eligible dependent care recipient for the relief of a caregiver. Services are provided in the eligible caregiver's home or the

home of the care recipient on a short term, temporary basis while the primary caregiver is unavailable or needs relief.

In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care and social and recreational activities.

An eligible Care Recipient must:

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

A CNE is required. (AAAPPM Section D-1040)

An eligible Care Recipient must:

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

Unit of Service: Hours. Partial hour may be reported to two decimal places, e.g. 0.25 hours

Service Area: See Application

Service: Personal Assistance

Service Definition: Services to assist an older person who has difficulty performing a minimum of two activities of daily living as identified in the assessment process, with tasks a person would typically perform if they were able. This includes assistance in all activities of daily living.

A CNE is required. (AAAPPM Section D-1040)

Unit of Service: Hours. Partial hour may be reported to two decimal places, e.g. 0.25 hours. Does not include travel time, unless it is directly related to the older person's care plan.

Service Area: See Application

Service: Day Activity and Health Services (Adult Day Care)

Service Definition: Services provided in a congregate, non-residential setting to a dependent older person who needs supervision but does not require institutionalization.

Services may include any combination of social and recreational activities, health maintenance, transportation, meals, and other supportive services. A CNE is required. (AAAPPM Section D-1040)

Unit of Service: One Day. One (1) is equal to eight (8) hours. Partial day may be reported to two decimal places. e.g., 0.25 hours, includes time spent for transportation to and from the facility, if provided by the facility.

Service Area: See Application

Service: Residential Repair

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

Unit of Service: One unduplicated dwelling unit occupied by an older person. May include all the services committed to repairing/modifying one unit in one program year, not to exceed a total of \$5,000. Note: Caregivers may serve more than one care recipient, resulting in more units of service than the number of unduplicated persons.

Service Area: See Application

Service: Health Maintenance

Service Definition: Services that include one or more of the following activities:

- Medical treatment by a health professional
 - Health education and counseling services for persons or groups about lifestyles and daily activities. Activities may include, but are not limited to:
 - o Art and dance –movement therapy
 - o Programs in prevention or reduction of the effects of chronic disabling conditions
 - o Alcohol and substance abuse
 - o Smoking cessation
 - o Weight loss and control
 - o Stress management
 - Home health services including, but not limited to, nursing, physical therapy, speech therapy, or occupational therapy
 - Provision of medications, nutritional supplements, glasses, dentures, hearing aids or other devices necessary to promote or maintain the health or safety of the older person.
- Note: this also includes the provision of dosage alert systems and the purchase of software, technical support, and materials that connects an eligible older person to free or reduced cost prescription medication services.

Unit of Service: One Contact. Record one contact each time an older person receives a health service as described.

Service Area: See Application

Service: Transportation – Demand Response

Service Definition: Services that provide for or arrange for taking an older person from one location to another. Does not include any other activity. This Contractor will provide the following type of transportation services:

Demand/Response: Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit of Service: One, one-way trip.

Service Area: All Coastal Bend Counties

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Targeting: AAA-CB services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas as required by the OAA or as identified through other grantees, such as the Aging and Disability Resource Center's Respite Care Program.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Respite In-Home	\$11.84		
Personal Assistance	\$12.50		
Day Activity and Health Services	\$28.00/Whole Day		
Residential Repair	\$	Variable Rate	
Health Maintenance	\$	Variable Rate	
Transportation Demand Response	\$50.00 Per One Way Trip Crossing Multiple Counties		
Transportation Demand Response	\$25.00 Per One Way Trip Within One County		

II. TERMS OF AGREEMENT

A. The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billing with appropriate documentation including timesheets as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
 - a. If the 5th day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within **30 calendar days** of the month following the month in which services were provided.
 - c. Any concerns regarding discrepancies between the invoiced services and payment must be made within **45 calendar days** after payment is mailed.
3. The AAA-CB will encourage program participant contributions (program income) on a voluntary and confidential basis. Program participant contributions will be mailed directly by the program participant and/or his family to the AAA-CB office. AAA-CB will properly safeguard and accurately account for program participant contributions (program income) as receipts and expenditures on its financial reports. AAA-CB agrees to expend all program participant contributions (program income) to expand or enhance the program/service under which it is earned. If the Contractor or their paid provider inadvertently receives a program participant contribution, Contractor must immediately contact AAA-CB send contribution to the AAA-CB and advise program participant and/or their family of the proper program participant contribution submission procedure. AAA-CB will also advise program participant and/or family of the proper program participant contribution procedure.
4. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
5. Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.
6. Provide the AAA within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses.
7. Maintain communication and correspondence concerning program participants' status.

8. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal

or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.

9. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year.
10. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Contractor acknowledges it is an independent provider, NOT an agent of the AAA-CB. Thus, the Contractor indemnifies, saves and holds harmless the AAA-CB against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA-CB if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA-CB.
4. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA-CB agrees to:

1. Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants status.
4. Provide timely technical assistance to Contractor as requested and as available.

5. Conduct quality-assurance procedures, which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA-CB's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection Section II.A.2. of this document within approximately 45 days of receipt of invoice - providing such invoice includes all required attachments, is complete and is accurate.

III. ASSURANCES

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- J. HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement
- K. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties, this document is required annually as long as this agreement is in effect.
- L. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

IV. FOCAL POINT DESIGNATION

The following agencies have been designated by the AAACB as focal points for services for persons 60 or older in the Coastal Bend Region: Area Agency on Aging of the Coastal Bend, Coastal Bend Aging & Disability Resource Center, Coastal Bend Center for Independent Living, Community Action Agency of South Texas, Catholic Charities of Corpus Christi, Inc., City of Corpus Christi, Kleberg County Human Services, Live Oak Senior Center, Nueces County Community Center, Portland Senior Center, and San Diego Civic Center.

- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

IV. FOCAL POINT DESIGNATION

The following agencies have been designated by the AAACB as focal points for services for persons 60 or older in the Coastal Bend Region: Area Agency on Aging of the Coastal Bend, Coastal Bend Aging & Disability Resource Center, Coastal Bend Center for Independent Living, Community Action Agency of South Texas, Catholic Charities of Corpus Christi, Inc., City of Corpus Christi, Kleberg County Human Services, Live Oak Senior Center, Nueces County Community Center, Portland Senior Center, and San Diego Civic Center.


V. ATTACHMENTS

- A. Signed Data Use Agreement
- B. Signed Lobbying Certification
- C. Signed Provider Telecommunications and Video Services
- D. Signed HHSC Required Certifications
- E. Child Support Certification
- F. W-9
- G. Audit Certification

VI. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2021 and ending September 30, 2023

Kuraf Economic Assistance League, Inc.



Authorized Contract Signature

GLORIA RAMON

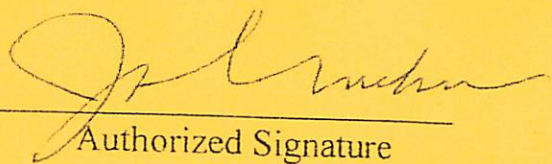
Print Name

EXECUTIVE DIRECTOR/RN

Title

01-26-2022

Date


Authorized Signature

John P. Buckner, Executive Director
Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

01/28/2022

Date

Attachment A

Data Use Agreement Form

Subcontractor Agreement Form

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR. CONTRACTOR has subcontracted with **Rural Economic Assistance League, Inc.** (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

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

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

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

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

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

CONTRACTOR (CBCOG)

SUBCONTRACTOR

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4008

A RESOLUTION AUTHORIZING COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) TO ENTER INTO AN AGREEMENT WITH THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) TO CARRY OUT ACTIVITIES PROPOSED IN THE WORKFORCE AND ECONOMIC DEVELOPMENT ACCELERATOR FUNDED UNDER AMERICAN RESCUE PLAN ACT (ARPA)

WHEREAS, the Coastal Bend Council of Governments (CBCOG) has received funding from the Economic Development Administration (EDA) to produce the Comprehensive Economic Development Strategy (CEDS), as well as Hurricane Harvey Recovery funds, and CARES Act Funds in order to further the CBCOG mission to serve the communities in the Coastal Bend; and

WHEREAS, the CBCOG is an eligible entity to compete for ARPA funds and thus proposed a Workforce and Economic Development Accelerator as a Centralized Economic Development Team, in partnership with Texas A&M Corpus Christi (TAMUCC) and University of Texas at San Antonio (UTSA), who will implement economic development activity to advance the CEDS goals to Catalyze Resilient Economic Development and Support Community Well Being, with CBCOG as the lead partner, and

WHEREAS, the EDA approved \$800,000.00 if CBCOG, TAMUCC and UTSA will provide a combined cash and in-kind match totaling \$200,000.00, and where will CBCOG provide \$65,785 match in-kind salary, benefits, and travel over two years (see attached), and

WHEREAS the project described herein aligns directly with the CEDS Goal 1: Catalyze Resilient Economic Development and Strategic Action 4.2.1: Implement and Expand The Regional Resilience Partnership and additional networks to provide capacity building services and innovation for data-driven resilience strategies, adopted by this Board during the October 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments authorizes the Executive Director to enter into an agreement with Economic Development Administration to receive these funds.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 25th day of March, 2022

ATTEST:

Mayor Patrick Rios, Chairman

John P. Buckner, Executive Director



COASTAL BEND
COUNCIL OF GOVERNMENTS

February 4, 2022

Mr. Jorge Ayala
Regional Director
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

RE: EDA Control No: 118011

Dear Mr. Ayala:

Coastal Bend Council of Governments appreciates the opportunity to clarify items relating to the application for funding under FY 2021 American Rescue Plan Act:

- 1. The awarded amount of 800,000 reduced the match requirement to a minimum of \$200,000. Please an updated commitment letter listing the match amount and the source of the match funds from the funding sources. If in-kind will be used as match, please provide a detail in-kind valuation. We will provide this documentation as requested. The documents are being processed and will be submitted shortly*
- 2. Please confirm if the project includes an "accelerator" component. The ED-900 application describes an accelerator/incubator. Thank you for the opportunity to clarify. In this project, the term "accelerator" is a marketing term describing economic development activities for rural communities where the goal is accelerated growth. The project does not have a business incubator component.*
- 3. The EDA no longer accepts NICRAs from a State agency. Please provide a Federal from the Department of Interior. Please see attached.*



COASTAL BEND
COUNCIL OF GOVERNMENTS

4. The ED-900 states that "TAMUCC will spend \$100,000 to get data and services from Texas Global Health Security Innovation Consortium (TEXGHS) and the Center for Infrastructure Renewal." The ED-900 explains that TAMUCC will be a subawardee. Please note, per 2 C.F.R. § 200317, all subrecipients of a State must follow the Federal procurement standards. The Federal procurement standards require a competitive process for selecting contractors.

Unfortunately, this line item must be eliminated in order to align with the adjusted budget, making this a moot point. We will ensure that any purchases follow Federal procurement standards.

5. TAMUCC's match letter includes a line-item of "graduate student tuition" as in-kind match. Additional information is required to evaluate whether this is an allowable match. Only the student work/time related to providing technical assistance under the EDA grant may be counted as in-kind match. Thank you for the opportunity to clarify. The match letters will include an in-kind worksheet to ensure all activities are allowable.

6. The ARPA EAA NOFO (pp. 14-15) specifies certain information regarding strong labor standards. Please provide a letter explaining the information below: In section B.2, explain whether and if so how the project will incorporate strong labor standards, including project labor agreements and community benefit agreements, that offer wages at or above the prevailing rate and include local hire provisions, and a description of the applicant's workforce plans and practices. As clarified in item 2, the project does not include a business incubator, so formal wage agreements do not come into play. It is important to note, however, that CBCOG has a standing MOU with Workforce Solutions of the Coastal Bend to promote strong labor practices throughout the region. The MOU was submitted with the proposal.

We look forward to using FY 2021 American Rescue Plan Act funds to increase the prosperity of the Coastal Bend!

Sincerely

Emily Martinez

Regional Director of Economic Development

CC: John Buckner
Angela Bonner
Mary Afuso



February 4, 2022

Mr. Jorge Ayala
Regional Director
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

RE: EDA Control number 118011

Dear Mr. Ayala:

The Coastal Bend Council of Governments is pleased to submit the amended Match documentation for the above referenced application.

Together with our partners in this project, Texas A&M University and University of Texas at San Antonio, we have committed a combined \$200,000 match in cash and in-kind to this project over the next 2 years (see attached). CBCOG will provide \$65,785 match in-kind salary, benefits, and travel. The match is calculated as follows.

Year 1: 15% of Mary Afuso's salary + Benefits + \$134.00 of travel expense (\$62,375x.2828 benefit cost); plus 20% of Emily Martinez's salary + Benefits (89,505x.2828 benefit cost). Year 1 match \$35,100.00.

Year 2: 15% of Mary Afuso's salary + Benefits (\$65,493x.2828 benefit cost); plus 15% of Emily Martinez's salary + Benefits (93,980x.2828 benefit cost). Year 2 match \$30,685.00.

Please direct any questions regarding this grant to Mary Afuso, Regional Disaster Recovery Manager. She may be reached at mary@coastalbendcog.org or at 361-883-5743.

Sincerely,

John Buckner
Executive Director
Coastal Bend Council of Governments

CERTIFICATION OF CASH MATCH

Funding Cycle: 10/01/21 – 09/30/2024

<u>Name of Host Organization:</u> The University of Texas at San Antonio <u>I.D. No.</u> 74-1717115	<u>Street Address:</u> One UTSA Circle
<u>Telephone Number:</u> 210.458.2450	<u>City, State and Zip</u> San Antonio, Texas 78249

CASH MATCH

As the duly authorized Officer/Representative of the Applicant described above, I hereby certify that the Mapping & Identification of Regional Supply Chain Opportunities (funding opportunity EDA-2021-ARPAEAA) budget for the funding cycle indicated above, will contain actual cash dollars available, unencumbered, and committed in the amount of \$65,617.00 from sources other than the Federal Government.

SIGNED: _____
Authorized Representative/Officer: Silvia Cano

TITLE: Sr. Director Finance & Admn. (AOR)

DATE: 03/02/2022



RESEARCH & INNOVATION

Office of Sponsored Research Administration

6300 OCEAN DRIVE, UNIT 3844
CORPUS CHRISTI, TEXAS 78412
O: 361.825.3882

February 17, 2022

Economic Development Administration
Department of Commerce
Washington, D.C.

Reference: 2200045 Rev. 1 – RRP Workforce and Economic Accelerator

Dear Reviewers:

Texas A&M University-Corpus Christi is pleased to submit the above referenced proposal prepared by Dr. Kateryna Wowk Porter.

This proposal is for two-year support from Economic Development Administration to Texas A&M University-Corpus Christi in the total amount of \$273,848. The applicant will provide cost share funds in the amount of \$69,248. Match provided is unencumbered, committed to the project and available as needed. The in-kind valuation of the match breakdown is as follows:

1. Project director, Dr. Kateryna Wowk, for 1 calendar month in year 1 and 0.95 calendar months in year 2. Her compensation is calculated on the base monthly salary of \$8,967 for year 1, with a 3% salary increase in year 2.
2. Senior Executive Director, Dr. David Yoskowitz, for 0.30 calendar months in year 1 and year 2. His compensation is calculated on the base monthly salary of \$17,779 for year 1, with a 3% increase in year 2.
3. Graduate student tuition at \$9,576 in year 1 and \$10,055 in year 2.
4. Total Cost Share IDC: Based on 38% of MTDC in year 1 (\$6,846) and 38% MTDC in year 2 (\$6,816).

Administrative questions should be directed to Gina Concannon, (361) 825-3882 or research.office@tamucc.edu, Interim Director, Office of Sponsored Research Administration. Questions of a programmatic or technical nature may be addressed to Dr. Wowk Porter at (361) 825-2030 or katya.wowk@tamucc.edu.

Sincerely,

DocuSigned by:

Gina Concannon

B1B91108197B48A

Gina Concannon

Interim Director

Office of Sponsored Research Administration