

**MEETING OF NOTICE AND AGENDA
COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG)**

Board of Directors' Meeting

September 22, 2023 at 2:00pm

CBCOG OFFICE 2910 LEOPARD ST.

JOHN BUCKNER CONFERENCE ROOM

CORPUS CHRISTI, TEXAS

In order to accommodate the Board Members who may want to access the meeting remotely a hybrid link is provided pursuant to Texas Government Code section 551.127 which states a governmental body that extends into three or more counties may meet by videoconference call only if the member of the governmental body presiding over the meeting is physically present at the location of the meeting. Commissioner Margie Gonzalez, Chairman will be present at the meeting. Board members interested in attending this meeting online may do so by logging on to the link below.

<https://us06web.zoom.us/j/88609240480?pwd=uAo0SD7CKpEh2gVlXKPDRqd9SMgUr.1>

-
1. Call to Order/Roll Call
 2. Approval of Minutes of the August 25, 2023 Meeting
 3. Treasurer's Report
 4. Items Requiring Action by the CBCOG's Board of Directors
 - A. CHAIRMAN'S REPORT
 - B. ECONOMIC DEVELOPMENT REPORT
 - C. ADVISORY COUNCIL ON AGING
 5. Announcements and Non-Action Items- Coastal Bend Public Safety Coalition Presentation
 6. Approval of Treasurer's Report
 7. Adjourn

.....

PLEASE HAVE THIS PACKET FOR THE MEETING

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments (CBCOG)
FROM: Commissioner Margie Gonzalez, Chairman
DATE: September 14, 2023
SUBJECT: Resolutions and Supporting Material for the September 22, 2023 CBCOG Meeting

A. CHAIRMAN'S REPORT

Confirmation of Committee Appointments (Attachment A-1)
Executive Board's Recommendations to the Executive Director's Hiring Process
(Attachment A-2)

B. ECONOMIC DEVELOPMENT REPORT

RESOLUTION NO. 4065

A RESOLUTION APPROVING TITLE VI PLAN FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT). (ATTACHMENT B-1)

RESOLUTION NO. 4066

A RESOLUTION DETERMINING SIGNATORY AUTHORITY FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT). (ATTACHMENT B-2)

C. ADVISORY COUNCIL ON AGING

RESOLUTION NO. 4067

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A NEW CONTRACTOR AGREEMENT FOR FY2023 – 2027 WITH RX PLUMBING LLC THAT WILL CONTINUE AS PART OF AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF PLUMBING/MINOR HOME MODIFICATIONS FOR TARGETED OLDER PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING AUGUST 1, 2023 - SEPTEMBER 30, 2027. (ATTACHMENT C-1)

RESOLUTION NO. 4068

A RESOLUTION FURTHER AMENDING THE AGING AND DISABILITY RESOURCE CENTER CONTRACT AND BUDGET AS IT APPLIES TO INCREASE THE BUDGET FOR ADRC SERVICES DELIVERED FROM SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024 AND REVISE THE BUDGET TO INCORPORATE THE FISCAL YEAR 2024 FUNDING ALLOCATIONS TO REFLECT ACTUAL FUNDING AWARDS FROM THE TEXAS HEALTH AND HUMAN SERVICES (HHS). THE BUDGET FOR FY2024 IS HEREBY AMENDED TO ADD \$33,155.00 FOR A REVISED TOTAL AMOUNT OF \$185,946.00. \$33,155.00 IS ADDED TO THE CONTRACT TO PAY FOR SERVICES IN FY2023-FY2024. THE ADDITIONAL FUNDING SHALL BE ALLOCATED AS

FOLLOWS; NO WRONG DOOR (NWD) COVID-19 VACCINE ACCESS PROJECT TO
EXPAND ACCESS TO VACCINE SERVICES FOR A TOTAL OF \$185,946.00.
(ATTACHMENT C-2)

ATTACHMENT

A

(ATTACHMENT A-1)

MEMORANDUM

TO: Coastal Bend Council of Governments' Board of Directors
From: Commissioner Margie Gonzalez, Chairman
Date: September 22, 2023
Subject: Confirmation of Committee Appointments

Committee appointment to the Homeland Security Advisory Committee:

1. Dee Hawkins, Nueces County Emergency Management Coordinator

Committee appointments to the Budget Committee:

1. Mayor JoAnn Ehmann, Chair, San Patricio County
2. Commissioner Dennis DeWitt, Bee County
3. Commissioner Margie Gonzalez, Jim Wells County
4. Mayor Cynthia Carrasco, Jim Wells County
5. Commissioner Chuck Schultz, Kleberg County
6. City Commissioner Ann Marie Torres, Kleberg County
7. Judge Connie Scott, Nueces County
8. Council Member Gil Hernandez, Nueces County
9. Peter Collins, Nueces County
10. Judge Gigi Poynter, Refugio County
11. Judge David Krebs, San Patricio County
12. Judge Charles Burns, Kenedy County

(ATTACHMENT A-2)

MEMORANDUM

TO: Coastal Bend Council of Governments' Board of Directors

From: Commissioner Margie Gonzalez, Chairman

Date: September 22, 2023

Subject: Executive Board's Recommendations to the Executive Director's Hiring Process

1. The Executive Board's recommendation to bring in the resources of the Texas Workforce Solutions of the Coastal Bend and the Texas Association of Regional Councils to restructure the job description and hiring process
2. The Executive Board's recommendation of committee appointments to the hiring committee:
 1. Commissioner Margie Gonzalez, Jim Wells County
 2. Judge George Morrill, Bee County
 3. Judge Gigi Poynter, Refugio County
 4. City Commissioner Ann Marie Torres, Kleberg County
 5. Peter Collins, Nueces County
 6. Judge Pete Trevino, Jim Wells County
 7. Commissioner Chuck Schultz, Kleberg County

ATTACHMENT

B

(ATTACHMENT B-1)

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4065

A RESOLUTION APPROVING TITLE VI PLAN FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)

WHEREAS, CBCOG and TxDOT entered into an agreement for CBCOG to serve as the lead agency for TxDOT as approved by the CBCOG Board of Directors on May 20, 2022; and

WHEREAS the partnership described herein aligns directly with the CEDS Goal 2: Strengthen Resilient Infrastructure Investments and Objective 2.3 Transportation connectivity and mobility are enhanced, adopted by the CBCOG Board of Directors during the October 2021 meeting; and

WHEREAS in accordance with 2 CFR 200.400 and FTA C 5010.1E, Ch II. Roles and Responsibilities of the Management Award, grantees are required to have the technical and managerial capacity to manage the grant; and

WHEREAS TxDOT requires CBCOG to adopt a current and compliant Title VI Plan (attached); once approved, the expiration date will be three-years from the CBCOG Board of Directors' approval date;

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments adopts the attached Title VI Plan to be compliant with the standards set forth by TxDOT, and orders said plan to be posted on the CBCOG Website and made available to the public.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of September 2023

Commissioner Margie Gonzalez, Chairman

ATTEST:

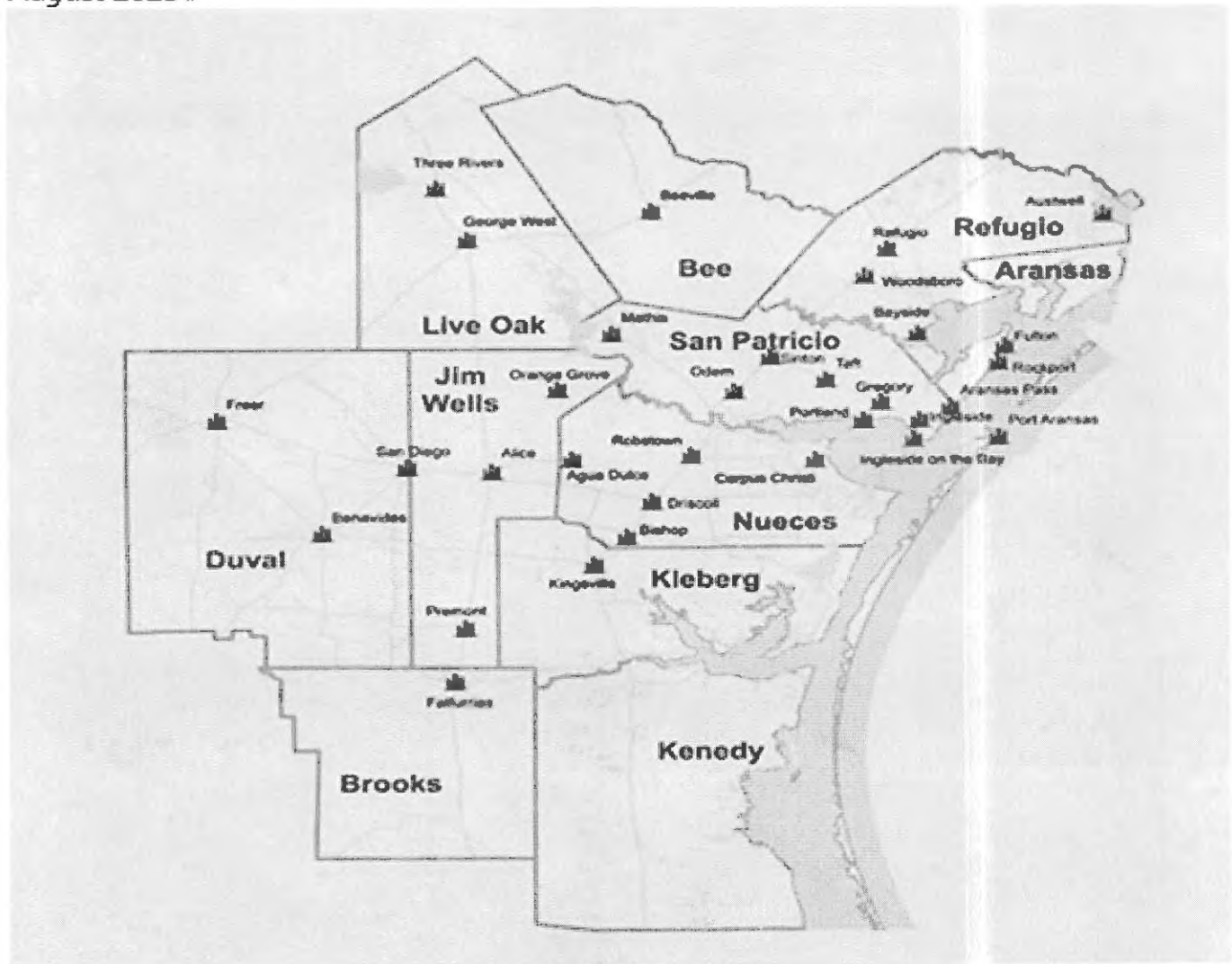
Commissioner Chuck Schultz, Secretary

Prepared for:

Coastal Bend Council of Governments (CBCOG)

CBCOG Title VI Plan

August 2023



Submitted by:



KFH Group, Inc.
Bethesda, MD | Austin, TX



COASTAL BEND
COUNCIL OF GOVERNMENTS

Table of Contents

Section 1: Plan Approval and Revision Log

<u>1.1 Title VI Plan Approval and Revision Log</u>	<u>1</u>
<u>1.2 Title VI Plan Revision Log.....</u>	<u>1</u>
Table 1-1: Title VI Plan Revision Log.....	1

Section 2: Description of Organization and Service Provided

<u>2.1 Introduction/Summary of Organization.....</u>	<u>2</u>
<u>2.2 Type of Service.....</u>	<u>3</u>
<u>2.3 Employees.....</u>	<u>3</u>
<u>2.4 Service/Planning Area</u>	<u>4</u>
Table 2-1: CBCOG Service/Planning Area Quick Facts.....	4
Figure 2-1: CBCOG 11-County Service Area	5

Section 3: Title VI Policy Statement and Notice to the Public

<u>3.1 Title VI Policy Statement</u>	<u>6</u>
<u>3.2 Title VI Notice to the Public (English and Spanish).....</u>	<u>6</u>
<u>3.3 Title VI Notice to the Public Locations.....</u>	<u>9</u>

Section 4: Title VI Complaint Procedure

<u>4.1 Title VI Complaint Procedure Locations</u>	<u>10</u>
<u>4.2 Title VI Complaint Procedure (English and Spanish)</u>	<u>10</u>

Section 5: Title VI Complaint Form

<u>5.1 Title VI Complaint Form Locations</u>	<u>13</u>
<u>5.2 Title VI Complaint Form (English and Spanish)</u>	<u>13</u>

Section 6: List of Transit Related Title VI Investigations, Complaints and Lawsuits

<u>6.1 Title VI Investigations, Complaints, and Lawsuits</u>	<u>18</u>
Table 6-1: CBCOG Public Outreach and Involvement Activities.....	18

Section 7: Public Participation Plan

<u>7.1 Strategies and Desired Outcomes</u>	19
<u>7.2 Public Outreach Activities</u>	19
Table 7-1: CBCOG Public Outreach and Involvement Activities.....	19

Section 8: Language Assistance Plan

<u>8.1 Plan Components</u>	21
<u>8.2 Four Factor Analysis Methodology</u>	22
Table 8-1: Decrease in LEP Population for the CB Planning Region.....	24
Table 8-2: LEP Population for the Coastal Bend Planning Region.....	26
Table 8-3: "I Speak" Language Identification Card.....	33
Table 8-4: Log of LEP Encounters	34
Figure 8-1: Coastal Bend Region - LEP Service Area	27
Figure 8-2: Nueces County LEP Service Area.....	28

Section 9: Public Participation Plan

<u>9.1 Strategies and Desired Outcomes</u>	35
<u>9.2 Minority Representation Information</u>	35
Table 9-1: Membership of Board, Committees, Councils,	35

Section 10: Providing Assistance to and Monitoring Subrecipients

<u>10.1 Subrecipients</u>	36
<u>10.2 Subrecipient Monitoring</u>	36

Section 11: Title VI Equity Analysis

<u>11.1 Title VI Equity Analysis</u>	37
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Section 12: Requirements for Fixed Route Transit Providers

<u>12.1 Requirements for Fixed Route Transit Providers</u>	38
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Section 13: Requirements specific to MPOs and other planning entities

<u>13.1 Demographic Profile of the Coastal Bend Planning Region</u>	39
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<u>13.2 Distribution of Main Minority Population Groups</u>	43
<u>13.3 Environmental Justice Analysis</u>	48
Secondary Environmental Justice Indicators	51
Concentrations of Disadvantage.....	59
<u>13.4 Identifying the Mobility Needs of the Minority Population</u>	60
Public Involvement.....	60
The Regionally Coordinated Transportation Plan.....	61
<u>13.5 Integrating Title VI into the CBCOG Planning Process</u>	62
 Table 13-1: Population Distribution for the Coastal Bend Region.....	40
Table 13-2: Race\Ethnic Profile of the Coastal Bend Region.....	40
Table 13-3: Racial\Ethnic Composition in the CB Region.....	41
Table 13-4: Environmental Justice Pops in the CBCOG Planning Region.....	52
 Figure 13-1: CB Region - Concentrations of Hispanic/Latino Communities	44
Figure 13-2: Nueces Cnty -Concentrations of Hispanic/Latino Communities	44
Figure 13-3: CB Region - Concentrations of White Communities.....	45
Figure 13-4: Nueces County - Concentrations of White Communities	45
Figure 13-5: CB Region - Concentrations of Black\African American Communities.....	46
Figure 13-6: CB Region - Concentrations of Asian Communities.....	47
Figure 13-7: CB Region - Minority Population.....	49
Figure 13-8: Nueces County - Minority Population.....	49
Figure 13-9: CB Region - Low-Income Population.....	50
Figure 13-10: Nueces County - Low-Income Population.....	50
Figure 13-11: CB Region - High Senior Population Concentrations.....	53
Figure 13-12: Nueces County - High Senior Population Concentrations.....	53
Figure 13-13: CB Region - High LEP Population Concentration	54
Figure 13-14: Nueces County - High LEP Population Concentration.....	54
Figure 13-15: CB Region - High Concentration of Zero Automobile Households	55
Figure 13-16: Nueces Cnty - High Concentration of Zero Automobile Households.....	55
Figure 13-17: CB Region - High Concentration of Female Headed Households.....	56
Figure 13-18: Nueces Cnty - High Concentration of Female Headed Households	56
Figure 13-19: CB Region - High LEA Population Concentration.....	57
Figure 13-20: Nueces County - High LEA Population Concentration	57
Figure 13-21: CB Region - High Disabled Population Concentration.....	58
Figure 13 - 22: Nueces Cnty - High Disabled Population Concentration.....	58
Figure: 13-23: CB Region - Composite Zones, Concentrations of Disadvantage	59
Figure: 13-24: Nueces Cnty - Composite Zones, Concentrations of Disadvantage	60

Attachments:

Title VI Plan Approval Minutes (To be included after CBCOG Board Approval)	
DRAFT – 2022 Coastal Bend Regional Coordination Transportation Plan	

Section 1: Title VI Plan Approval and Revision Log

1.1 Title VI Plan Approval

Title VI Plan Adopted on:

Adopted by:

Signature(s): _____

The **Coastal Bend Council of Governments Title VI Plan** approval minutes are included as Attachment 1 to this document.

1.2 Title VI Plan Revision Log

Table 1-1: Title VI Plan Revision Log

Date Month/day/year	Section Revised	Summary of Revisions
N/A	N/A	Initial Submission

Section 2: Description of Organization and Service Provided

2.1 Introduction/Summary of Organization

Introduction

The Coastal Bend Council of Governments (CBCOG) is committed to incorporating Title VI and environmental justice considerations into the public participation process for public transportation planning, particularly in the underserved rural areas. All the programs and activities of the agency. This includes ensuring input and involvement from populations that have been traditionally underserved including, but not limited to, low-income and minority households. These individuals are sought out and their needs are considered based on varying program and project needs. Various communication strategies and information formats are used to make information easily accessible and understandable.

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Title VI prohibits discrimination whether intentional or where the unintended effect is unduly burdensome. CBCOG's Title VI Complaint Procedures establishes a process under which complaints alleging discrimination in its provisions, services, or activities can be made by persons who are not employees of CBCOG.

Executive Order 13166 - In 2000, President William J. Clinton signed Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency." The order provided clarification of Title VI in the Civil Rights Act of 1964, stating that recipients of federal funds must "ensure that the programs and activities they normally provide in English are accessible to LEP persons and thus do not discriminate on the basis of national origin." The order also required federal agencies and recipients of federal financial assistance to examine the services they provide and develop an implementation plan to provide meaningful access to LEP persons.

Summary of Organization

The Coastal Bend Council of Governments (CBCOG) was formed in 1966. In 1973, CBCOG was designated an Economic Development District (EDD) by the U.S. Economic Development Administration (EDA) to coordinate regional economic development priorities. CBCOG is one of 24 Councils of Government in the State of Texas serving as the Economic Development District and covers an 11-county region: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio counties. CBCOG has the following departments: Administration & Finance, 911 Network, Area Agency on Aging, Economic Development, Criminal Justice, Homeland Security and Environmental Planning. In 2022, CBCOG secured a contract with TxDOT to receive Section 5304 Statewide and Nonmetropolitan Transportation Planning funds and serve as the Lead Agency for public transportation planning, particularly in the underserved rural areas.

CBCOG's Economic Development Department is the central point of contact for public transportation planning and work on the Regional Coordination Plan for the Coastal Bend Region (Region 20). CBCOG's Coastal Bend Comprehensive Economic Development Strategy 2021-2026 contains the following objective related to transportation planning: Objective 2.3: Transportation connectivity and mobility are enhanced Strategic Actions:

1. Enhance access to coordinated public and private regional transportation services.
2. Advocate for novel transportation approaches, such as passenger rail linkage to San Antonio and Houston, local water transportation options, etc.
3. Advance feasibility studies for new airports and facilities in the region.
4. Identify transportation connectivity needs related to affordable housing.

2.2 Type of Service:

As the Lead Agency for regional coordinated public transportation planning activities, CBCOG is responsible for collaborating with all regional stakeholder steering committees or groups to develop, adopt, update, and monitor a unique five-year public transit-human services transportation plan for the eleven counties that make up the Coastal Bend Region (Region 20).

CBCOG is responsible for organizing stakeholder meetings and conducting an inventory of available transportation resources, assessing unmet transportation needs, inefficiencies, and gaps in service, and prioritizing strategies for resolving these unmet needs, inefficiencies, and gaps.

In addition to local government representatives, CBCOG's transportation planning committee includes representatives from local and regional transportation entities (below), including its own Area Agency on Aging Department.

- Corpus Christi Regional Transportation Authority (CCRTA)
- Aransas County Rural Public Transportation
- Bee County Community Action Agency - Bee, Live Oak, and Refugio counties
- Community Action Corporation of South Texas - Bee, Jim Wells, San Patricio, Brooks
- Community Action Council of South Texas - Alice, Orange Grove, Benavides, San Diego, Freer, Realitos, and Concepcion
- Kleberg County Human Services – Paisano Express - Kleberg and Kenedy Counties
- Live Oak County.
- R.E.A.L., Inc. - Jim Wells, Duval, Brooks, Kleberg, Nueces, Live Oak & San Patricio.
- Refugio County

2.3 Employees

CBCOG has the following departments: Administration & Finance, 911 Network, Area Agency on Aging, Economic Development, Criminal Justice, Homeland Security and Environmental Planning. The 35 employees serve all eleven counties. The Economic Development Department is responsible for tasks related to the agency's function as the Lead Agency for regional coordinated public transportation planning activities.

2.4 Service/Planning Area

The Coastal Bend Region (Planning Region 20) is located in south Texas along the Gulf Coast and includes 11 counties: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio. The Coastal Bend region covers 11,507 square miles and had a population of 583,222 according to the 2016-2021 ACS Estimate, U.S. Census Bureau. The largest city in the region is Corpus Christi. The Corpus Christi metropolitan statistical area covers three counties—Aransas, Nueces, and San Patricio. As of the 2020 census, the Corpus Christi MSA had a population of 413,280. The City of Corpus Christi had a 2020 population of 327,144, making it the eighth largest city in Texas.

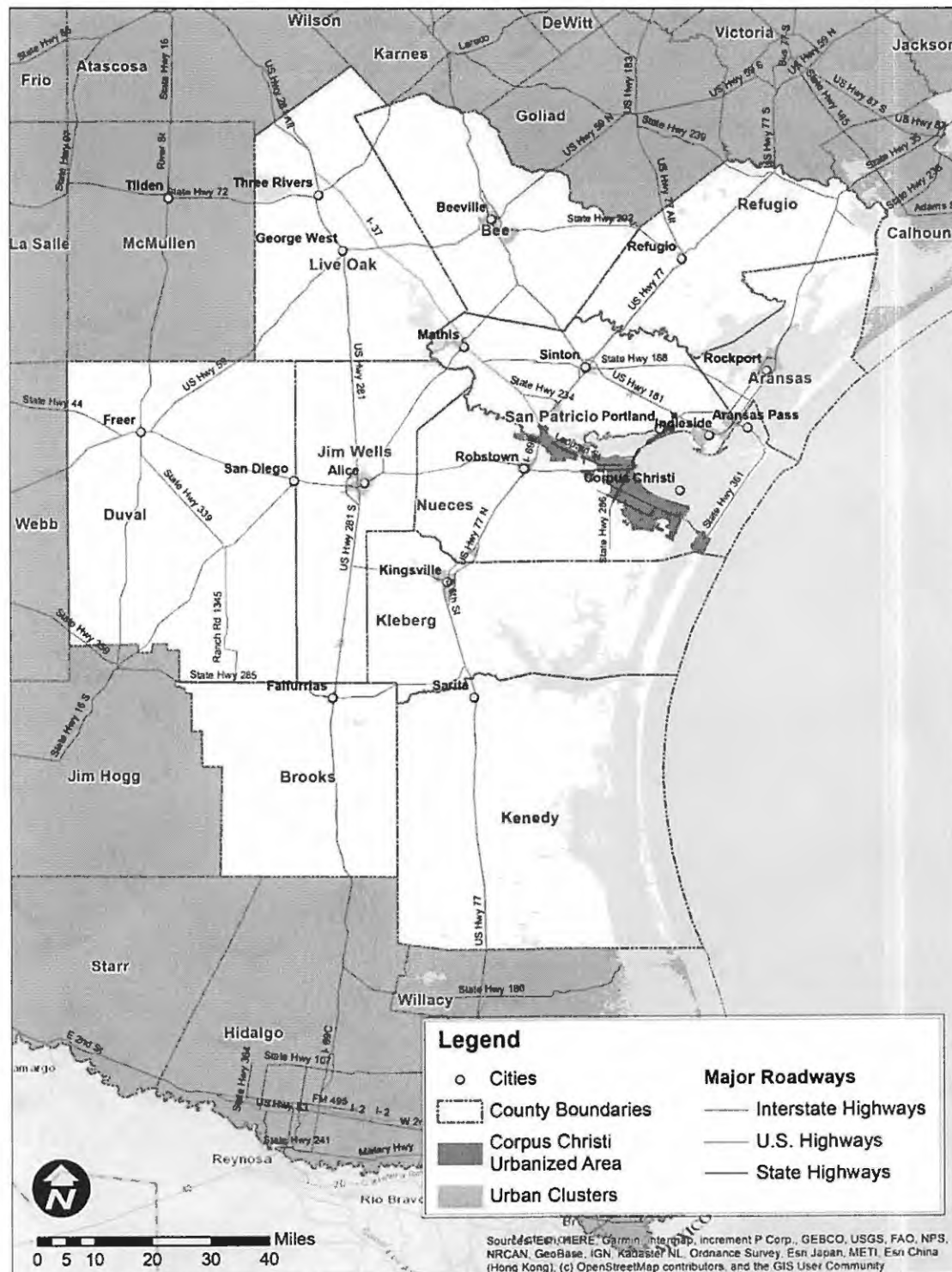
Interstate 37 is the primary road corridor in the region, linking Corpus Christi with San Antonio. U.S. Highway 77 represents a major corridor, linking Kingsville, Sinton, Robstown, and Refugio to Houston to the north, and Brownsville and other Rio Grande Valley destinations to the south. U.S. Highway 281 links Alice, Falfurrias, and George West to San Antonio to the north and McAllen to the south. Table 2-1 (below) provides a few quick facts about the CBCOG service/planning area. Figure 2-1 (below) shows the CBCOG eleven-county planning area (Region 20).

Table 2-1: CBCOG Service/Planning Area Quick Facts

CBCOG Service Area Quick Facts	
Aggregate Population	583,222
Minority Population	70%
Low-income Population	18.5%
Elderly Persons (Seniors) Age 65+	16%
Limited Educational Attainment (LEA)	17.3%
Autoless Households	6.7%
Female-headed Households	21.1%
LEP Population	7.1%
Disabled Population	18%

SOURCE: US CENSUS 2016-2021 AMERICAN COMMUNITY SURVEY (ACS) 5 YEAR ESTIMATE

Figure 2-1: CBCOG 11-County Service Area



SOURCE: 2022 DRAFT CBCOG TCRP

Section 3: Title VI Policy Statement and Notice to the Public

3.1 Title VI Policy Statement

The **Coastal Bend Council of Governments**, as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Texas Department of Transportation (TxDOT), will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the U.S. Department of Transportation implementing regulations, FTA Circular 4702.1B, and TxDOT PTN requirements as specified in Master Grant Agreement, and State Management Plan.

3.2 TITLE VI Notice to the Public

The **Coastal Bend Council of Governments'** Notice to the Public is as follows: English and Spanish versions are provided below.

Notifying the Public of Rights Under Title VI

THE COASTAL BEND COUNCIL of GOVERNMENTS

The **Coastal Bend Council of Governments** operates its programs and services without regard to race, color, and national origin in accordance with **Title VI of the Civil Rights Act**. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Coastal Bend Council of Governments.

For more information on the Coastal Bend Council of Governments' civil rights program, the procedures to file a complaint, or to file a complaint contact 361-883-5743, (TTY 800-735-2989); email john@cbcog98.org; or visit our administrative office at 2901 Leopard St, Corpus Christi, TX 78401. For more information, visit www.coastalbendcog.org

A complaint may also be filed directly with the:

Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483,
or

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 361-883-5743.

Si necesita información en otro idioma, comuníquese con 361-883-5743

NOTIFICACIÓN AL PÚBLICO DE LOS DERECHOS ESTABLECIDOS EN EL TÍTULO VI**EL COASTAL BEND COUNCIL of GOVERNMENTS**

El **Coastal Bend Council of Governments** opera sus programas y servicios sin distinción de raza, color y origen nacional de acuerdo con el **Título VI de la Ley de Derechos Civiles**. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante el Coastal Bend Council of Governments.

Para obtener más información sobre el programa de derechos civiles del Coastal Bend Council of Governments, los procedimientos para presentar una queja o para presentar una queja, comuníquese al 361-883-5743, (TTY 800-735-2989); envíe un correo electrónico a john@cbcog98.org; o visite nuestra oficina administrativa en 2901 Leopard St, Corpus Christi, TX 78401. Para obtener más información, visite www.coastalbendcog.org

También se puede presentar una queja directamente ante:

Texas Department of Transportation, Atención: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, o

Federal Transit Administration, Oficina de Derechos Civiles, Atención: Coordinador del Programa del Título VI, Edificio Este, 5to Piso-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

Si necesita información en otro idioma, comuníquese al 361-883-5743.

If information is needed in another language, contact 361-883-5743.

3.3 TITLE VI Notice to the Public Locations

The **Coastal Bend Council of Governments' Notice to the Public** is posted in the following locations:
(check all boxes for Required)

Required:

- ☒ Agency website: www.coastalbendcog.org
- ☒ Public areas of the agency's office
- ☒ Reception desk
- ☒ Meeting rooms
- ☐ Notice at stations or stops and or inside transit vehicles

Optional:

- ☐ Rider Guides/Schedules
- ☐ Other, _____

Section 4: Title VI Complaint Procedure

4.1 Title VI Policy Statement Locations

The **Coastal Bend Council of Governments' Title VI Complaint Procedure** is made available in the following locations: (check box for Required)

Required:

☒ Agency website: www.coastalbendcog.org

Optional:

☒ Public office

☒ Reception areas

☒ Meeting rooms

☒ Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold

☐ Other _____

4.2 Title VI Complaint Procedure:

The **Coastal Bend Council of Governments' Title VI Complaint Procedure** is as follows. English and Spanish versions are provided below.

Title VI Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the **Coastal Bend Council of Governments** may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. Complaint forms can be found at: www.coastalbendcog.org or requested at: 2901 Leopard Street, Corpus Christi, TX 78411

The **Coastal Bend Council of Governments** investigates complaints received no more than 180 days after the alleged incident. The **Coastal Bend Council of Governments** will process complaints that are complete.

Once the complaint is received, the **Coastal Bend Council of Governments** will review it to determine if our office has jurisdiction. (A copy of each Title VI complaint received will be forwarded to TxDOT Public Transportation Coordinator within ten (10) calendar days of receipt.) The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The **Coastal Bend Council of Governments** has 15 days to investigate the complaint. If more information is needed to resolve the case, Coastal Bend Council of Governments may contact the complainant.

The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, **Coastal Bend Council of Governments** can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, she/he has 15 days after the date of the closure letter or the LOF to do so.

A person may also file a complaint directly with the: Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, or Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, then contact 361-883-5743.

Si necesita información en otro idioma, comuníquese con 361-883-5743

Título VI Procedimientos

Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional por parte del **Coastal Bend Council of Governments** puede presentar una queja del Título VI completando y enviando el Formulario de Queja del Título VI de la agencia. Los formularios de queja se pueden encontrar en: www.coastalbendcog.org o solicitarse en: 2901 Leopard Street, Corpus Christi, TX 78411

El **Coastal Bend Council of Governments** investiga las quejas recibidas no más de 180 días después del presunto incidente. El **Coastal Bend Council of Governments** procesará las quejas que estén completas.

Una vez que se reciba la queja, el **Coastal Bend Council of Governments** la revisará para determinar si nuestra oficina tiene jurisdicción. (Se enviará una copia de cada queja del Título VI recibida al Coordinador de Transporte Público de TxDOT dentro de los diez (10) días calendario posteriores a la recepción). El denunciante recibirá una carta de acuse de recibo informándole si la denuncia será investigada por nuestra oficina.

El **Coastal Bend Council of Governments** tiene 15 días para investigar la denuncia. Si se necesita más información para resolver el caso, el **Coastal Bend Council of Governments** puede comunicarse con el denunciante.

El denunciante tiene 15 días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso.

Si el denunciante no se comunica con el investigador o no recibe la información adicional dentro de los 15 días hábiles, el Consejo de Gobiernos de Coastal Bend puede cerrar administrativamente el caso. Un caso puede cerrarse administrativamente también si el denunciante ya no desea continuar con su caso.

Después de que el investigador revise la denuncia, emitirá una de dos (2) cartas al denunciante: una carta de cierre o una carta de determinación (LOF).

Una carta de cierre resume las alegaciones y establece que no hubo una violación del Título VI y que el caso se cerrará.

Una carta de conclusión (LOF) resume las alegaciones y las entrevistas con respecto al presunto incidente y explica si se tomará alguna medida disciplinaria, capacitación adicional del miembro del personal u otra acción.

Si el denunciante desea apelar la decisión, tiene 15 días a partir de la fecha de la carta de cierre o de la LOF para hacerlo.

Una persona también puede presentar una queja directamente ante: Departamento de Transporte de Texas, Atención: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, o Administración Federal de Tránsito, Oficina de Derechos Civiles, Atención: Programa Título VI Coordinador, Edificio Este, 5to Piso-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

Si necesita información en otro idioma, comuníquese al 361-883-5743.

If information is needed in another language, contact 361-883-5743.

Section 5: Title VI Complaint Form

5.1 Title VI Complaint Form Locations

The **Coastal Bend Council of Governments' Title VI Complaint Form** is made available in the following locations: (check box for Required)

Required:

<input checked="" type="checkbox"/>	Agency website: www.coastalbendcog.org
<input checked="" type="checkbox"/>	Hard copy in the central office
<input checked="" type="checkbox"/>	Available in appropriate languages for LEP populations meeting the Safe Harbor Threshold
<input type="checkbox"/>	Other _____

5.2 Title VI Complaint Form

The **Coastal Bend Council of Governments' Title VI Complaint Form** is as follows. English and Spanish versions are provided below.

Title VI Complaint Form			
<p>The Coastal Bend Council of Governments is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by the Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.</p> <p>The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Title VI Coordinator by calling 361-883-5743. The completed form must be returned to the Coastal Bend Council of Governments' Title VI Coordinator at 2901 Leopard St, Corpus Christi, TX 78401.</p>			
Section II:			
Name:			
Address:			
Telephone (Home):		Telephone (Work):	
Email Address:			
Accessible	Format	Large Print	Audio Tape
Requirements?		TDD	Other
Section II:			
Are you filing this complaint on your own behalf?		Yes*	No
*If you answered "yes" to this question, go to Section III.			
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party:			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes	No
Section III:			
<p>I believe the discrimination I experienced was based on (check all that apply):</p> <p><input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin</p> <p>Date of Alleged Discrimination (Month, Day, Year): _____</p> <p>Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.</p>			

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____		
<input type="checkbox"/> Federal Court _____	<input type="checkbox"/> State Agency _____	
<input type="checkbox"/> State Court _____	<input type="checkbox"/> Local Agency _____	
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		
Section VI		
Name of agency complaint is against: _____		
Contact person: _____		
Title: _____		
Telephone number: _____		
You may attach any written materials or other information that you think is relevant to your complaint. Signature and date required below		
Signature _____		Date _____
If information is needed in another language, contact 361-883-5743 Si necesita información en otro idioma, comuníquese con 361-883-5743		
Please submit this form in person at the address below, or mail this form to:		
Coastal Bend Council of Governments 2901 Leopard St. Corpus Christi, TX 78411		

Título VI Queja Forma			
<p>El Coastal Bend Council of Governments se compromete a garantizar que ninguna persona quede excluida de la participación o que se le nieguen los beneficios de sus servicios por motivos de raza, color u origen nacional, según lo dispuesto por el Título VI de la Ley de Derechos Civiles de 1964. , en su forma enmendada. Las quejas del Título VI deben presentarse dentro de los 180 días a partir de la fecha de la supuesta discriminación.</p> <p>La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, comuníquese con el Coordinador del Título VI llamando al 361-883-5743. El formulario completo debe devolverse al Coordinador del Título VI del Consejo de Gobiernos de Coastal Bend en 2901 Leopard St, Corpus Christi, TX 78401.</p>			
Section I:			
Nombre:			
Dirección:			
Teléfono (Hogar):		Teléfono (Trabajo):	
correo electrónico:			
Requisitos de formato accesible?	Letra grande		Cinta de audio
	TDD		Otra
Section II:			
¿Está presentando esta queja en su propio nombre?		Sí *	No
* Si respondió "sí" a esta pregunta, pase a la Sección III.			
De lo contrario, proporcione el nombre y la relación de la persona por la que presenta la queja:			
Explique por qué ha solicitado a un tercero: _____			
Confirme que ha obtenido el permiso de la parte agraviada si presenta la solicitud en nombre de un tercero.		Sí	No
Section III:			
<p>Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda): <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen nacional</p> <p>Fecha de la supuesta discriminación (mes, día, año): _____</p> <p>Explique lo más claramente posible lo que sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se conocen), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario.</p>			

Section IV		
¿Ha presentado previamente una queja del Título VI con esta agencia?	Sí	No
Section V		
¿Ha presentado esta queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal? <input type="checkbox"/> Sí <input type="checkbox"/> No		
En caso afirmativo, marque todo lo que corresponda:		
<input type="checkbox"/> Agencia Federal: _____		
<input type="checkbox"/> Tribunal federal _____	<input type="checkbox"/> Agencia del estado _____	
<input type="checkbox"/> Tribunal estatal _____	<input type="checkbox"/> Agencia local _____	
Proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja		
Nombre:		
Título:		
Agencia:		
Dirección:		
Teléfono:		
Section VI		
Nombre de la agencia en la que se presenta la queja:		
Persona de contacto:		
Título:		
Teléfono:		
Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.		
Firma _____		Fecha _____
<p>Si necesita información en otro idioma, comuníquese con 361-883-5743 If information is needed in another language, contact 361-883-5743.</p> <p>Envíe este formulario en persona a la siguiente dirección, o envíe este formulario por correo a: Coastal Bend Council of Governments 2901 Leopard St. Corpus Christi, TX 78411</p>		

Section 6: List of Transit Related Title VI Investigations, Complaints, and Lawsuits

6.1 Title VI Investigations, Complaints, and Lawsuits

The **Coastal Bend Council of Governments** maintains a list or log of all Title VI investigations, complaints, and lawsuits, pertaining to its transit-related activities.

Check One:

☒ There have been no investigations, complaint and/or lawsuits filed against us since the last plan submission.

☐ There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

Table 6-1: . CBCOG Public Outreach and Involvement Activities

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	N/A			
Lawsuits				
1.	N/A			
Complaints				
1.	N/A			

Section 7: Public Participation Plan

7.1 Strategies and Desired Outcomes

The **Coastal Bend Council of Governments** will employ the following strategies, as appropriate, based on a demographic analysis of the population(s) affected, type of plan, program and/or service under consideration, and the resources available to promote inclusive public participation and to ensure that the mobility needs of its vulnerable residents are identified and considered in the planning process.

- Provide for early, frequent, and continuous engagement by the public.
- Select accessible and varied meeting locations and times.
- Employ different meeting sizes and formats.
- Use social media in addition to other resources as a way to gain public involvement
- Use radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.
- Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

As required by FTA Title VI C 4702.1B and FTA C 4703.1, a demographic and environmental justice analysis of the Coastal Bend planning region is included in Section 13 – Requirements for Metropolitan Planning Organizations (MPOs) and other planning entities.

7.2 Public Outreach Activities

The public outreach and involvement activities conducted by the **Coastal Bend Council of Governments** since the last Title VI Program submission are summarized in the table below.

Table 7-1: . CBCOG Public Outreach and Involvement Activities

Event Date	Coastal Bend Council of Governments Staffer(s)	Activity	Communication Method (Public Notice, Posters, Social Media)	Notes
2/16/2022	Afuso	Public Meeting	Newspaper, Media, Posters	Topic: General Land Office MIT-MOD funding
6/24/2022	Afuso	Public Meeting	Newspaper, Media, Posters	Topic: <u>CBCOG Regional Priorities for Rural Texas Community Development Block Grants</u> - Texas Department of Agriculture

Event Date	Coastal Bend Council of Governments Staffer(s)	Activity	Communication Method (Public Notice, Posters, Social Media)	Notes
1/6/2023	Afuso	Public Comment	Newspaper, Social Media, Website	Topic: <u>Harvey Re-Allocation funds</u> . Public meeting was not required however public comment was accepted
1/12/2023	Afuso	Public Meeting	Newspaper, Social Media, Website	Topic: application to the General Land Office (GLO) for funds allocated to CBCOG for a <u>regional mitigation project</u>

Section 8: Coastal Bend Council of Governments' Language Assistance Plan

8.1 Plan Components

As a recipient of federal U.S. DOT funding, Section 5304 Statewide and Nonmetropolitan Transportation Planning funds through TxDOT's Regionally Coordinated Transportation Planning Program, the **Coastal Bend Council of Governments (CBCOG)** is required to take reasonable steps to ensure meaningful access to our services, programs, and activities by persons with limited-English proficiency (LEP).

CBCOG does not directly provide any transit service. The language assistance plan (LAP) that follows has been developed to help identify reasonable steps for providing language assistance to LEP individuals for the purpose of ensuring meaningful access to our services, programs, and activities, particularly those activities associated with the development of the Coastal Bend's regional coordination plan for the coordination of public and human service transportation.

CBCOG's commitment to reducing language barriers that can prevent meaningful access by LEP persons to important services has the added value of encouraging public involvement and feedback from all communities

As defined in Executive Order 13166, limited-English proficiency (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

CBCOG's LAP includes the following five elements/items:

1. The results of the Four Factor Analysis, including a description of the LEP population(s) served.
2. A description of how language assistance services are provided by language.
3. A description of how LEP persons are informed of the availability of language assistance service.
4. A description of how the language assistance plan is monitored and updated.
5. A description of how employees are trained to provide language assistance to LEP persons.

Demographic data for the eleven-county **Coastal Bend** planning region (Region 20) was gathered using the U.S. Census Bureau, 2016-2021 American Community Survey 5-Year Estimates dataset. Limited English Proficiency (LEP) is classified as any person whose primary language is other than English and answered that their ability to speak English was "well," "not well," and "not at all." LEP persons were classified as anyone age five and over who described their ability to speak English as less than 'very well' (i.e., 'well,' 'not well,' or 'not at all')

8.2 Four-Factor Analysis Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, **CBCOG** has conducted a *Four Factor Analysis* of the following areas: 1) LEP Demography, 2) Contact Frequency, 3) Importance of Service, and 4) Resources and Costs.

Item 1: The results of the *Four Factor Analysis*, including a description of the LEP population(s) served.

Factor 1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient grantee. (LEP Demography)*

The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient grantee - Staff reviewed the 2016-2021 American Community Survey 5-Year Estimates, U.S. Census, and determined that, in 2016 - 2021, the LEP population was 38,756, 7.1 percent of the region's 545,920 residents aged five and over. It is interesting to note that between the years 2011 and 2021, the total population of the Coastal Bend planning region decreased by about 14.6 percent while the LEP population decreased by only about 2.0 percent. Table 1-1 (below) shows the decrease in LEP population in the Coastal Bend planning region over 10 years. Table 1-2 (below) shows the size and proportions of the residents in the Coastal Bend planning region who speak English less than very well.

In addition to the number or proportion of LEP persons served, the Coastal Bend Council of Governments' will identify (below):

- (a) How LEP persons interact with the recipient's agency;*
- (b) LEP communities and assess the number or proportion of LEP persons from each language group to determine the appropriate language services for each language;*
- (c) The literacy skills of LEP populations in their native languages, in order to determine whether translation of documents will be an effective practice; and*
- (d) Whether LEP persons are underserved by the recipient due to language barriers.*

How LEP persons interact with CBCOG - The nature of the programs associated with CBCOG, and the work associated with its function as the lead agency for transportation planning dictate that the majority of contact with the public and LEP persons is through various activities including, but not limited to, public meetings, public outreach events, the CBCOG website, and program implementation activities.

Identification of LEP communities and an assessment of the number or proportion of LEP persons from each language group to determine of the appropriate language services for each language - While the size and proportion of the LEP population in the Coastal Bend planning region varies by county, only two counties (Aransas and Refugio) in the region have LEP percentages of less than 5 percent. In 2016-2021, Spanish was the largest language represented among the LEP population, with 6.6 percent of the total population aged five and over. No one county in the region has more than .8 percent of the total population speaking a language other than English or Spanish; all other language

groups combine to represent less than 2.5 percent of the entire population. Asian languages were the second largest group among the LEP population, comprising 1.8 percent of the total population age five and over. Individuals speaking other Indo-European languages or other languages respectively comprised only 0.7 percent and 0.0 percent of the total population age five and over. Kenedy County, an outlier, has the smallest population of residents aged five years and over and the largest proportion of LEP residents. A little more than 50 percent of the 125 people in Kenedy County who are aged 5 years and over are classified as LEP and Spanish speaking. This is well above the regional average of 7.1 percent. Figure 1-1 (below) describes the areas of limited English proficiency in the Coastal Bend's eleven-county region. Figure 1-2 (below) describes in more detail the areas of limited English proficiency in Nueces County.

Literacy skills of LEP populations in their native languages, in order to determine whether translation of documents will be an effective practice - Spanish is by far the largest language group represented in the Coastal Bend planning region, as well as in individual counties. For that reason, CBCOG believes that it will be an effective practice to translate vital documents into Spanish. All other language groups had a combined total of less than five percent.

LEP persons underserved by CBCOG due to language barriers – This analysis has not identified LEP persons who have been underserved due to language barriers. CBCOG staff either speak Spanish or they are able to refer LEP individuals to an employee who can better assist them in another language. The fact that CBCOG staff are able to respond in real time to questions or concerns from Spanish speaking LEP individuals is likely the reason why CBCOG has had no requests for interpreters and no requests for translated program documents, to date.

Factor 1 Summary

In 2016 - 2021, the LEP population residing in the Coastal Bend region was 38,756. That is 7.1 percent of the region's 545,920 residents aged five and over. **Spanish was the largest LEP language group represented in the region. All other LEP language groups combined totaled less than five percent.**

The majority of interaction with LEP persons is through various activities including, but not limited to, public meetings, public outreach events, the CBCOG website, and program implementation activities.

All vital documents, including the English version of the Notice to the Public, Complaint Form, and Complaint procedures are made available in English and **Spanish** and will include language, in Spanish, that says **"If information is needed in another language, then contact (phone number)."**

LEP persons who may have been underserved due to language barriers were not identified in the years prior to the development of this Title VI Plan.

Table 8-1: Decrease in LEP Population for the Coastal Bend Planning Region

	2016-2021 ACS Estimate	Percent of Total Population	2011-2016 ACS Estimate	Percent of Total Population
Total Population	583,222		591,747	
Aggregate Minority Population	408,028	70.0%	401,940	67.9%
Black or African American	17,808	3.1%	19,266	3.3%
American Indian or Alaska Native	818	0.1%	1,259	0.2%
Asian	9,099	1.6%	8,475	1.4%
Native Hawaiian or Other Pacific Islander	381	0.1%	280	0.0%
Hispanic or Latino	372,249	63.8%	367,053	62.0%
Some Other Race	837	0.1%	333	0.1%
Two or More Races	6,836	1.2%	5,274	0.9%
Total Population for Whom Poverty Status is Determined	561,309		569,950	
Low-Income Population	103,735	18.5%	101,251	17.8%

	2016-2021 ACS Estimate	Percent of Total Population	2011-2016 ACS Estimate	Percent of Total Population
Total Population Aged 5 Years or Older	545,920		512,883	
Aggregate Limited English Proficiency Population	38,756	7.1%	46,272	9.0%
Spanish	35,922	6.6%	43,108	8.4%
Asian Languages	1,906	0.3%	2,136	0.4%
Indo-European Languages	662	0.1%	788	0.2%
Other Languages	263	0.0%	240	0.0%

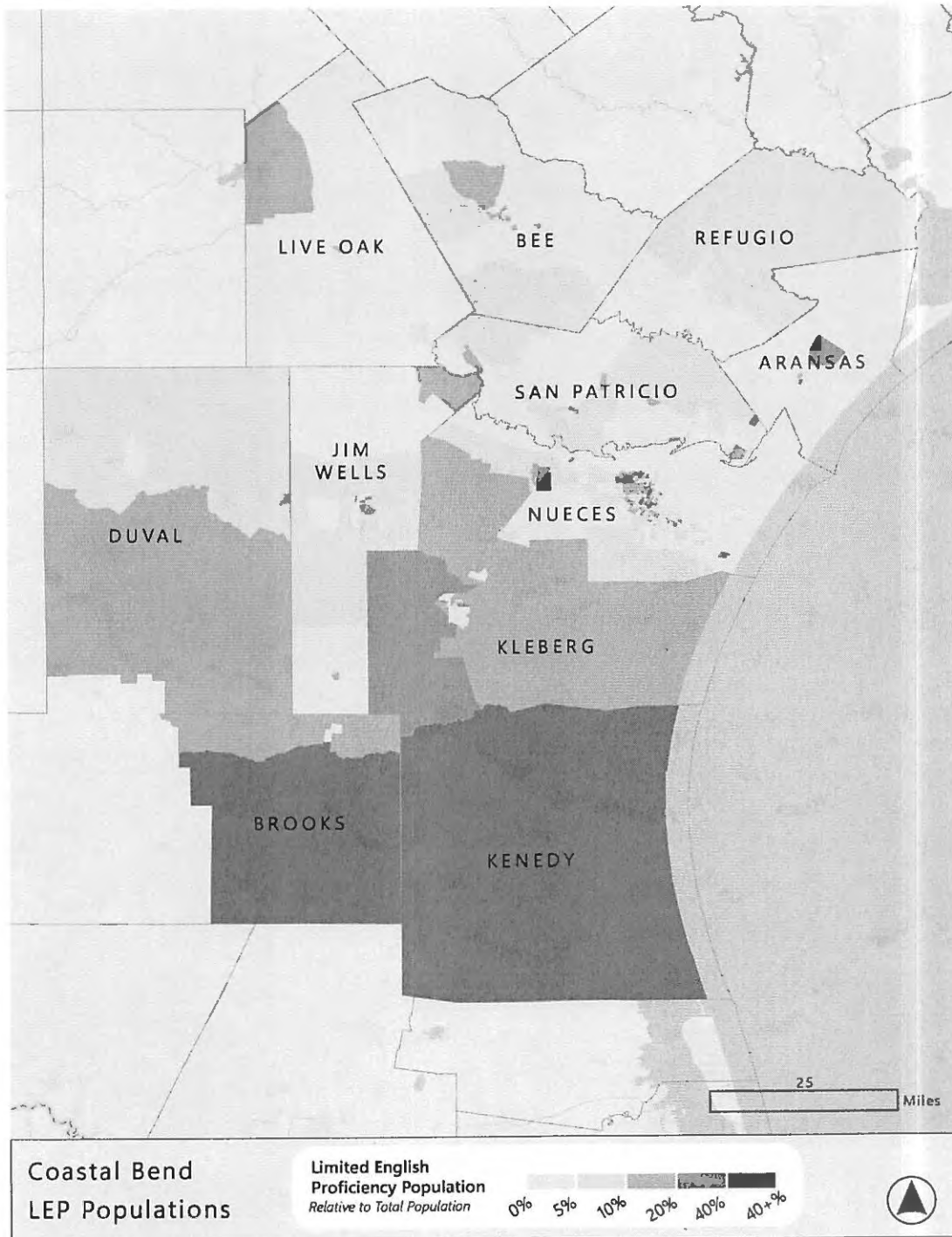
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Table 8-2: LEP Population for the Coastal Bend Planning Region

	Total Population Age 5 and over	Spanish LEP Pop.	% Spanish LEP Pop.	Indo- European Languages LEP Pop.	% Indo- European Languages LEP Pop.	Asian and Pacific Island Languages LEP Pop.	% Asian and Pacific Island Languages LEP Pop.	Other Languages LEP Pop.	% Other Languages LEP Pop.
Aransas County	24,149	648	2.8%	0	0.0%	192	0.8%	3	0.0%
Bee County	31,191	2,150	7.3%	44	0.1%	12	0.0%	12	0.0%
Brooks County	7,100	706	10.3%	0	0.0%	0	0.0%	0	0.0%
Duval County	10,001	913	9.8%	0	0.0%	0	0.0%	0	0.0%
Jim Wells County	39,203	3,113	8.5%	0	0.0%	10	0.0%	0	0.0%
Kenedy County	169	63	50.4%	0	0.0%	0	0.0%	0	0.0%
Kleberg County	31,015	2,431	8.4%	11	0.0%	26	0.1%	105	0.4%
Live Oak County	11,378	665	6.2%	0	0.0%	25	0.2%	2	0.0%
Nueces County	353,594	21,863	6.6%	365	0.1%	1,430	0.4%	120	0.0%
Refugio County	6,822	240	3.8%	12	0.2%	0	0.0%	0	0.0%
San Patricio	68,600	3,130	4.9%	220	0.3%	211	0.3%	21	0.0%
Total Coastal	583,222	35,922	6.6%	662	0.1%	1,906	0.3%	263	0.0%

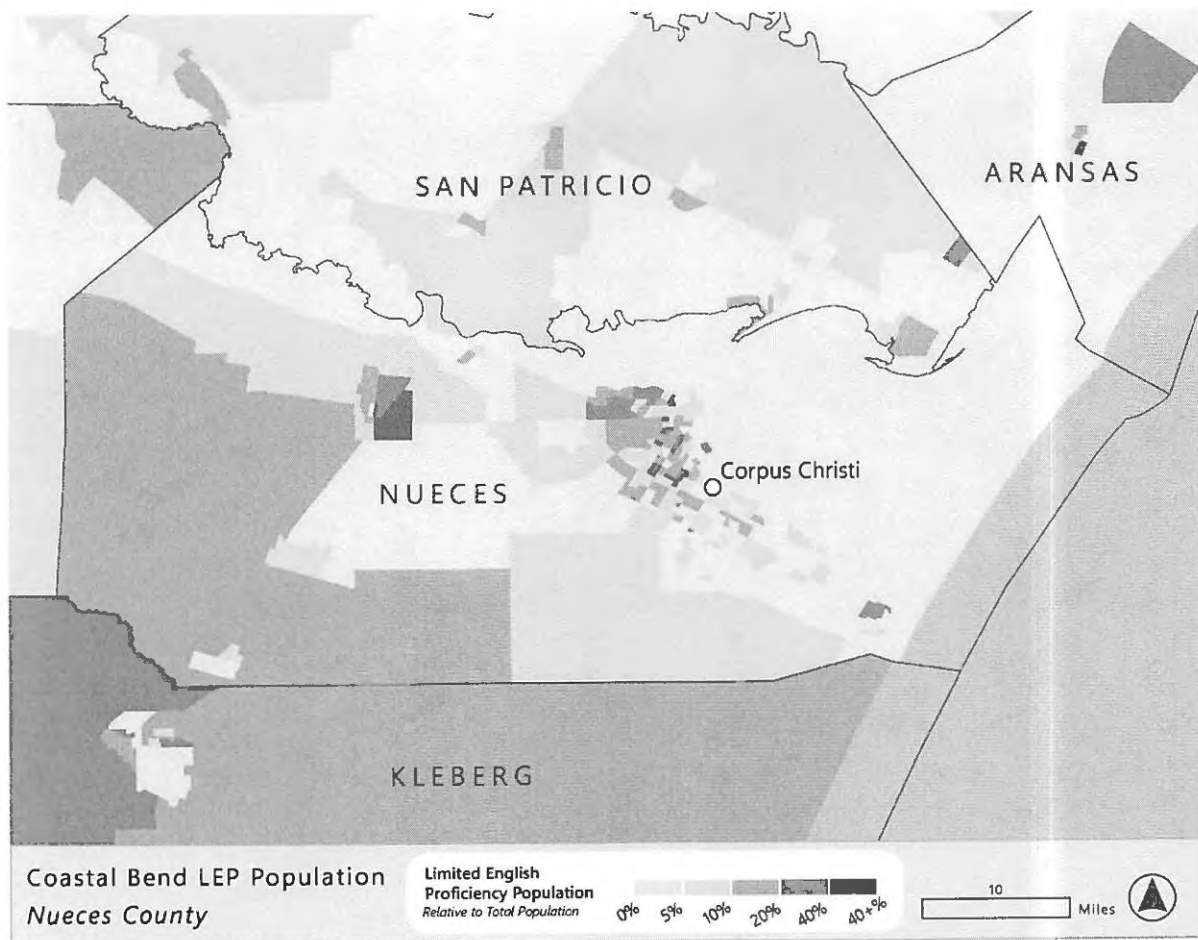
SOURCE: 2016-2021 AMERICAN COMMUNITY SURVEY ESTIMATE; WWW.CENSUS.GOV.

Figure 8-1: Coastal Bend Region - Limited English Proficiency Service Area



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 8-2: Nueces County Limited English Proficiency Service Area



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Factor 2: *The frequency with which LEP individuals come in contact with the program. (Contact Frequency)*

CBCOG staff reviewed the frequency with which LEP individuals come into contact with CBCOG services, programs, and activities and found that the most frequent work events in which staff encounter LEP individuals are typically phone calls, office visits, public meetings, and aging programs. The board and office staff have infrequent contact with LEP persons.

CBCOG staff either speak Spanish or they are able to refer the individual to an employee who can better assist them in another language. To date, CBCOG has had no requests for interpreters and no requests for translated program documents.

Factor 3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives. (Importance of Service)*

This section discusses how the **CBCOG's** program, services, and activities impact the lives of people within the community. CBCOG staff reviewed the nature and importance of the services, programs, and activities and found that as the Lead Agency for public transportation planning, particularly in the underserved rural areas, CBCOG must ensure that all segments of the population are involved or have the opportunity to be involved in the decision-making process. The nature and importance of CBCOG's programs, services, and activities require that all vital documents and information about those programs, services, and activities be available in English and Spanish

Public meetings, committee meetings, and Executive Board meeting notices include the telephone number and email address to request special accommodations for language translation or disability. On each notice, this information is provided in English and Spanish. As required by individual funding requirements and the need established by the individual programs and activities, public meetings are advertised in newspapers, and translated ads are placed in the major Spanish newspapers.

Factor 4: *The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach. (Resources and Costs)*

The summary below discusses the methods **CBCOG** uses to provide outreach to LEP persons as well as train staff on Title VI and LEP principles.

CBCOG reviewed its available resources for LEP outreach and found that materials are currently available in English and Spanish. Bilingual staff who can assist with translation needs and/or translation review in Spanish are also available. Interpretive services are obtainable on request. If bilingual staff are not immediately available to assist LEP persons, CBCOG also has funding available in the amount of \$500.00 annually to spend on resources for LEP outreach and materials (English and Spanish). CBCOG will use program funds or 5304 funds for this purpose.

When possible, visualization tools are used to improve understanding of subject matter for all audiences. The tools used include animations, maps, renderings, and photos.

Item 2: A description of how language assistance services are provided by language.

Guidelines and Measures for Making Language Assistance Available - Although there is a very low percentage of LEP individuals in the Coastal Bend planning area that speak a language other than Spanish, CBCOG will strive to offer the following measures for all identified LEP persons:

- CBCOG staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
- The four-factor analysis will be used as a tool for analyzing to what extent and how the needs of LEP communities are addressed during CBCOG program activities and program implementation. For example, the four-factor analysis will be used to determine initial translation or alternative format needs for documents, meetings materials, and the website.
- Increased use of visualization tools will be used to make information more understandable and, in some cases, reduce the need for English proficiency.
- Plans, projects, and programs for areas with a high number of LEP persons will have materials that address the needs of the population in those areas. Maps of Environmental Justice communities will be used as often as possible to inform staff of the needs in those communities.
- The following resources will be available to accommodate LEP persons:
 - The majority of CBCOG staff members speak both Spanish and English fluently, however, interpreters for the Spanish language are available and will be provided within a reasonable time period when needed.
 - Every effort will be made to accommodate language translation needs for Executive Board meetings, committee meetings, and public meetings.
- CBCOG staff will consistently seek input and involvement from organizations and agencies which serve LEP populations to complement other language assistance and outreach efforts.

Item 3: A description of how LEP persons are informed of the availability of language assistance service.

Notice of Assistance Available for LEP Persons - CBCOG staff will use the following methods to identify an LEP person who needs language assistance:

- Post notice of LAP and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
 - Posting signs in waiting areas to notify LEP individuals of available services and how to obtain these services
 - Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available
 - Including notices in local newspapers in languages (Spanish) other than English
 - Providing notices on non-English (Spanish) language radio and television stations about the availability of language assistance services for important events
- Presentations and/or notices at schools and religious organizations in languages other than English (Spanish) for important events or where community involvement is critical

- Using a telephone to provide instructions and assistance in Spanish and English)
- All CBCOG staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises. See Table 8-3 (below) "I Speak" Language Identification Card.
- All CBCOG staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- Public meeting notices include the telephone number and email address to request special accommodation(s) for language translation or disability. On each notice, this information is included in English and Spanish.
- In addition, when CBCOG sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it may be possible to gauge each attendee's ability to speak and understand English. Although interpretation or translation services may not be immediately available, it will help identify the need for future events.

Item 4: A description of how the LAP Plan is monitored and updated.

LAP Monitoring and Updating - The following plans and strategies have been developed to ensure meaningful access to information and opportunities for participation in CBCOG services, activities, and programs.

- Maintain a Title VI complaint log, including LAP complaints to determine issues and basis of complaints.
- CBCOG's Title VI Coordinator will be responsible for updating this LAP Plan, as required and appropriate.
- At a minimum, the data collected will include:
 - Primary language of customers served
 - Number of LEP individuals, by language group, who received language services
 - Number of translation services provided
 - Number of interpreter services provided
 - Number and type of complaints received by the PTN or against its subrecipients alleging lack of provision of services due to limited English proficiency
 - Cost of translation and interpreter services provided
- At a minimum, the plan will be reviewed and/or updated as required by TxDOT every three years, when the next U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in Coastal Bend planning area. Updates will include the following:
 - The number of documented LEP person contacts encountered annually.
 - How the needs of LEP persons have been addressed.
 - Determination of the current LEP population in the service area.
 - Determination as to whether the need for translation services has changed.
 - Determine whether local language assistance programs have been effective and sufficient to meet the need.
 - Determine whether CBCOG's financial resources are sufficient to fund language assistance resources needed.

- Determine whether CBCOG fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

Item 5: A description of how employees are trained to provide language assistance to LEP persons.

Staff Training for Interacting with and Considering the Needs of LEP Persons - All CBCOG staff members have access to training materials related to Title VI and Limited English Proficiency. The following training is offered to existing and new employees that includes the requirements and techniques for providing meaningful access to services for LEP persons:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the "I Speak" cards. See Table 8-3 (below) ***"I Speak"*** Language Identification Card.
- Documentation of language assistance requests. See Table 8-4 (below) **Log of LEP Encounters**
- How to manage a potential Title VI/LEP complaint.

CBCOG employees who work directly with customers are bilingual upon hire. For employees who do not have frequent contact with customers, they are trained to provide customers with materials in Spanish, and to contact one of the bilingual employees as soon as possible.

Table 8-3: “I Speak” Language Identification Card

Mark this Box if you speak...	Language Identification Chart	Language
	Mark this box if you read or speak English	English
	Marque esta casilla si lee o habla español	Spanish
	Kos lub voj no yog koj paub twm thiab hais lus Hmoob	Hmong
	如果说中国在方框内打勾	Chinese
	Xin ñaùnh daáu vaøo oâ naøy neáu quyù vò bieát ñoïc vaø noùi ñöôïc Vieät Ngöô.	Vietnamese
	당신이한국어말할경우이 상자를표시	Korean
	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	Tagalog
	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen	German
	Отметить этот флажок, если вы говорите по-русски	Russian
	Означите ову кућицу ако говорите српски	Serbian
	आप हिंदी बोलते हैं तो इस बक्से को चिह्नित करें	Hindi
	پر نشان لگائیں تو اس باکس بولتے ہیں اردو اگر آپ	Urdu

Table 8-4: Log of LEP Encounters

Date	Time	Language Spoken by Individual <i>(if available)</i>	Name and Phone Number of Individual <i>(if available)</i>	Service Requested	Follow Up Required	Staff Member Providing Assistance	Notes
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N/A

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Section 9: Public Participation Plan

9.1 Strategies and Desired Outcomes

To promote inclusive public participation, the **Coastal Bend Council of Governments** will employ the following strategies, as appropriate (make these determinations based on a demographic analysis of the population(s) affected, type of plan, program and/or service under consideration, and the resources available):

- ✓ Provide for early, frequent, and continuous engagement by the public.
- ✓ Select accessible and varied meeting locations and times
- ✓ Employ different meeting sizes and formats
- ✓ Use social media in addition to other resources as a way to gain public involvement
- ✓ Use radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include podcasts.
- ✓ Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

A more detailed demographic analysis of the Coastal Bend planning region (Region 20) is included in Section 13 – Requirements for Metropolitan Planning Organizations (MPOs) and other planning entities. ([FTA Circular C 4702.1B](#) and [FTA Circular C 4703.1](#))

9.2 Minority Representation Information

Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees. **Guidance:** *If you don't have a non-elected transit-related board, committee, or council, then leave the table below blank, and in section B write that there are no non-elected transit-related boards, committees, or councils.*

A. Minority Representation Table

Table 9-1: Membership of Board, Committees, Councils, Broken Down by Race

Body	Caucasian	Hispanic	African American	Asian American	Native American	Two or More Races
Population	%	%	%	%	%	%
Name of committee	%	%	%	%	%	%

B. Efforts to Encourage Minority Participation

There are no non-elected transit-related boards, committees, or councils associated with the **Coastal Bend Council of Governments**.

Section 10: Providing Assistance to and Monitoring Subrecipients

10.1 Subrecipients

Coastal Bend Council of Governments does not provide funding to subrecipients.

If yes, list the subrecipient names: N/A

10.2 Subrecipient Monitoring

 N/A monitors subrecipients using the following process:

 N/A uses the following process for ensuring all subrecipients are complying with the general reporting requirements of FTA C4702.1B:

Section 11: Title VI Equity Analysis

11.1 Has the agency built a facility? (Check a response below)

☒ **No, the agency has not built a facility.**

☐ Yes, the agency has built a facility and completed a Title VI equity analysis to compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. (Include at the end of the TVI plan a copy of the Title VI equity analysis.)

Section 12: Requirements for Fixed Route Transit Providers

12.1 Requirements for Fixed Route Transit Providers

☒ NA, No Fixed Routes

Recipients that provide fixed route services must provide the following service standard information:

- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode

And the following service policies information:

- Transit amenities for each mode
- Vehicle assignment for each mode

Examples of how to report this information can be found in the FTA C4702.1B Appendix G and Appendix H.

Section 13: Requirements Specific to MPOs and Other Planning Entities

Guidance: *Requirements for Metropolitan Planning Organizations (MPOs) - All MPOs must complete a Title VI Program and submit them directly to FTA for approval. Upon FTA approval, MPOs must provide a copy to the TxDOT PTN as the primary recipient. More information on MPO requirements are in Chapter VI of FTA C4702.1B.*

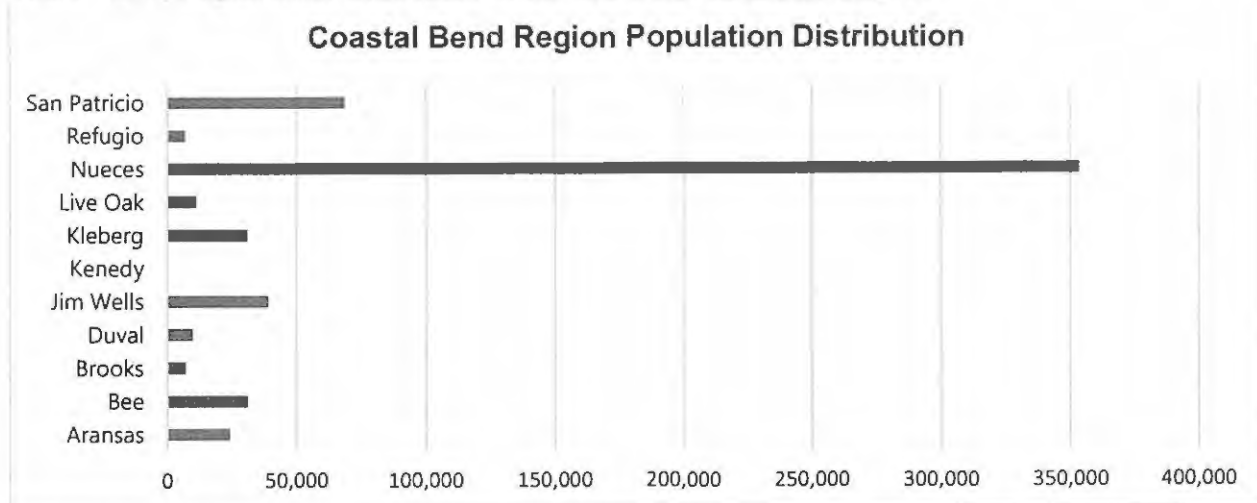
In addition to all general Title VI Plan requirements, Federal regulations require MPOs **and other planning entities** to present a demographic profile of their planning area that shows where members of minority groups are located; a description of how the mobility needs of these vulnerable residents are identified and considered in the planning process; a discussion of the analytical process by which the MPO or other planning entity identifies and responds to disparate benefits and burdens of transportation investments on the different socio-economic groups; and the strategies employed to integrate Title VI and Environmental Justice in the programs, Plans, and activities of the planning agency. (FTA Circular C 4703.1: Environmental Justice Policy Guidance for Federal Transit Administration Recipients and FTA Circular C 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients)

13.1 Demographic Profile of Coastal Bend Planning Area:

The Coastal Bend Planning Area is an eleven-county region comprised of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio counties. The Coastal Bend planning region covers 11,507 square miles and has a population of 583,222 according to the U.S. Census Bureau, 2016-2021 American Community Survey 5-Year Estimates. The largest city in the region is Corpus Christi. The Corpus Christi metropolitan statistical area (MSA) includes three counties—Aransas, Nueces, and San Patricio. As of the 2020 census, the Corpus Christi MSA had a population of 413,280. The City of Corpus Christi had a 2020 population of 327,144, making it the eighth largest city in Texas.

Population Profile

Nueces County is the most populous county in the Coastal Bend Region. With a total of about 353,594 (based on the U.S. Census Bureau, 2016-2021 American Community Survey 5-Year Estimates), Nueces County contains almost 61% of the entire population of the Coastal Bend planning region. The Nueces County population is over five (5) times that of the second most populous county, San Patricio County, (which has 68,600 residents), but is over a two thousand (2000) times the size of the population of Kenedy County, which with only 169 residents, is the least populated county in the region. Table 13-1 (below) shows the population distribution for the Coastal Bend planning region.

Table 13-1: Population Distribution for the Coastal Bend Region

SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Race and Ethnic Diversity

Hispanic/Latino residents are by far the highest proportion of minority populations in the region. Broken down by race/ethnicity, the total population in the Coastal Bend Region is approximately 64% Hispanic, 30% White, 3% Black or African American, 2% Asian, and 1% Other. Table 13-2 (below) describes the race and ethnic profile of the Coastal Bend planning region. Table 13-3 (below) reveals the race and ethnic population breakdown at a more granular level across the eleven counties that make up the Coastal Bend planning region.

Table 13-2: Race\Ethnic Profile of the Coastal Bend Region

Population by Race/Ethnicity	Coastal Bend Region Pop.	Percent of Total Pop.
White Only	175,194	30.04%
Black or African American	17,808	3.10%
American Indian or Alaska Native	818	0.10%
Asian	9,099	1.60%
Native Hawaiian or Other Pacific Islander	381	0.10%
Hispanic or Latino	372,249	63.80%
Some Other Race	837	0.10%
Two or More Races	6,836	1.20%
Total Population	583,222	
Aggregate Minority Population	408,028	70.00%

SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Table 13-3: Racial/Ethnic Composition of the 11 Counties in the Coastal Bend Region

Population by Race/Ethnicity	Aransas		Bee		Brooks		Duval		Jim Wells	
Total Population	24,149		31,191		7,100		10,001		39,203	
White Alone	15,999	66.25%	9,471	30.36%	503	7.08%	962	9.62%	6,891	17.58%
Black or African American	41	0.20%	2,109	6.80%	10	0.10%	97	1.00%	242	0.60%
American Indian or Alaska Native	64	0.30%	117	0.40%	0	0.00%	0	0.00%	79	0.20%
Asian	343	1.40%	71	0.20%	0	0.00%	0	0.00%	36	0.10%
Native Hawaiian or Other Pacific Islander	0	0.00%	0	0.00%	7	0.00%	0	0.00%	156	0.40%
Hispanic or Latino	6,900	28.60%	18,573	60.00%	6,506	91.60%	8,934	89.30%	31,552	80.50%
Some Other Race	0	0.00%	7	0.00%	0	0.00%	1	0.00%	20	0.00%
Two or More Races	802	3.30%	843	2.70%	74	1.00%	7	0.00%	227	0.60%
Aggregate Minority Population	8,150	33.70%	21,720	70.00%	6,597	92.90%	9,039	90.40%	32,312	82.40%

Population by Race/Ethnicity	Kenedy		Kleberg		Live Oak		Nueces		Refugio		San Patricio	
Total Population	169		31,015		11,378		353,594		6,822		68,600	
White Alone	1	0.59%	6,151	19.83%	6,383	56.10%	100,553	28.44%	2,759	40.44%	25,521	37.20%
Black or African American	0	0.00%	930	3.00%	257	2.30%	12,384	3.50%	447	6.60%	1,291	1.90%
American Indian or Alaska Native	1	0.60%	57	0.20%	0	0.00%	491	0.10%	1	0.00%	8	0.00%
Asian	1	0.60%	492	1.60%	77	0.70%	7,419	2.10%	14	0.20%	646	0.90%
Native Hawaiian or Other Pacific Islander	0	0.00%	0	0.00%	0	0.00%	94	0.00%	0	0.00%	124	0.20%
Hispanic or Latino	166	98.20%	22,781	73.50%	4,632	40.70%	228,552	64.60%	3,496	51.20%	40,157	58.50%
Some Other Race	0	0.00%	133	0.40%	0	0.00%	537	0.20%	16	0.20%	123	0.20%
Two or More Races	0	0.00%	471	1.50%	29	0.30%	3,564	1.00%	89	1.30%	730	1.10%
Aggregate Minority Population	168	99.40%	24,864	80.20%	4,995	43.90%	253,041	71.60%	4,063	59.60%	43,079	62.80%

Source: U.S. Census Bureau, 2016-2021 American Community Survey 5-Year Estimates

13.2 Distribution of Main Minority Population Groups

CBCOG has prepared demographic maps based on U.S. Census Bureau 2016-2021 American Community Survey 5-Year Estimates. These maps show where members of the main minority population group, Hispanic/Latino, as well as where the White residents live in significant concentrations within the Coastal Bend planning area. Nueces County maps are also provided in this plan to better show the distribution of Hispanic/Latino and White residents residing in the Corpus Christi UZA (Nueces, San Patricio, and Aransas Counties). Maps showing small concentrations of Asian and Black/African American population groups have also been included for awareness.

An important observation from the population concentration maps is that some of the communities are blended in such a way that it is difficult to assign a specific characteristic to their composite racial/ethnic structure. This is especially true since the Hispanic/Latino population group is dominant in the Coastal Bend Region (64%) with other minority population groups making up only 6% of the total population.

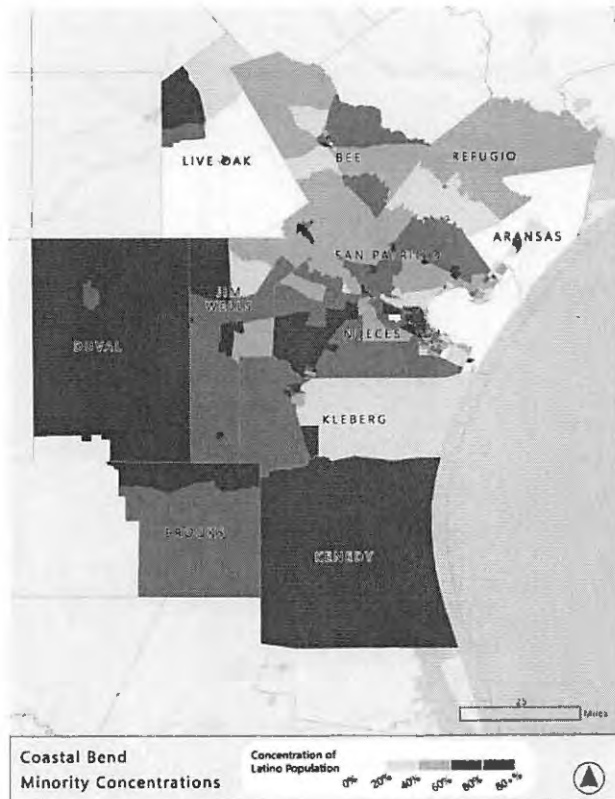
The following summary serves to further illustrate the population distribution of the region:

Hispanic/Latino Communities: The Hispanic/Latino population is more dispersed than any other minority population group with residents in all eleven counties. Larger concentrations are found in Duval, Brooks, Kenedy, Jim Wells, Nueces, and Kleberg. Smaller concentrations are found in Live Oak County, Bee County, and the Corpus Christi UZA. Only very small concentrations are found in Aransas and Refugio Counties. Figures 13-1 and 13-2 (below) show concentrations of the Hispanic/Latino population within the Coastal Bend planning region.

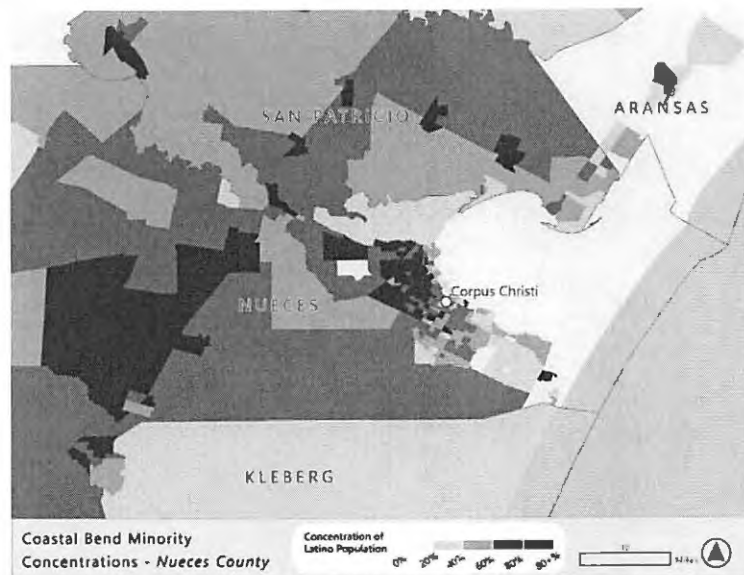
White Communities: Large concentrations of White residents reside in Aransas, Live Oak, and Kleberg Counties. Smaller, but significant concentrations, are also found in Jim Wells, Refugio, and Bee Counties, as well as in and around the Corpus Christi UZA (Nueces, San Patricio, and Aransas Counties). Figures 13-3 and 13-4 (below) show concentrations of the White population within the Coastal Bend planning region.

Black/African American Communities: Black/African American residents are located in Nueces, San Patricio, Refugio, Bee, Live Oak, and Kleberg Counties. Larger concentrations are found in and around the Corpus Christi UZA and Three Rivers in Live Oak County. Figure 13-5 (below) shows concentrations of the Black/African American population within the Coastal Bend planning region.

Asian Communities: Asian residents are located in Nueces, San Patricio, Aransas, and Kleberg Counties. The larger concentrations are found in and around the Corpus Christi UZA and Rockport in Aransas County. Figure 13-6 (below) shows concentrations of the Asian population within the eleven counties of the Coastal Bend planning region.

Figure 13-1: Coastal Bend Region - Concentrations of Hispanic/Latino Communities

SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-2: Nueces County -Concentrations of Hispanic/Latino Communities

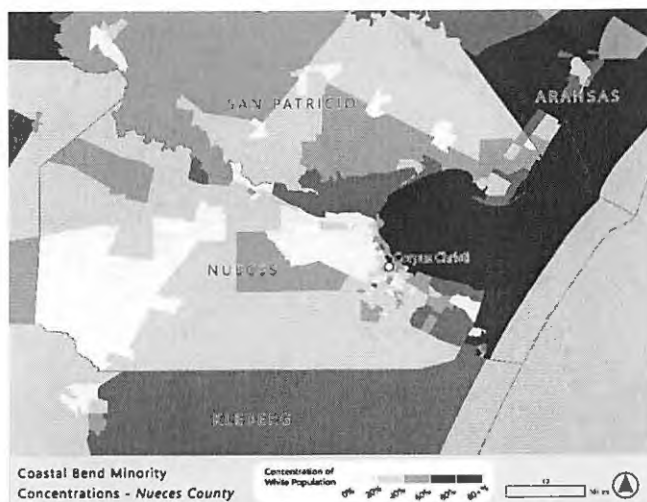
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-3: Coastal Bend Region - Concentrations of White Communities



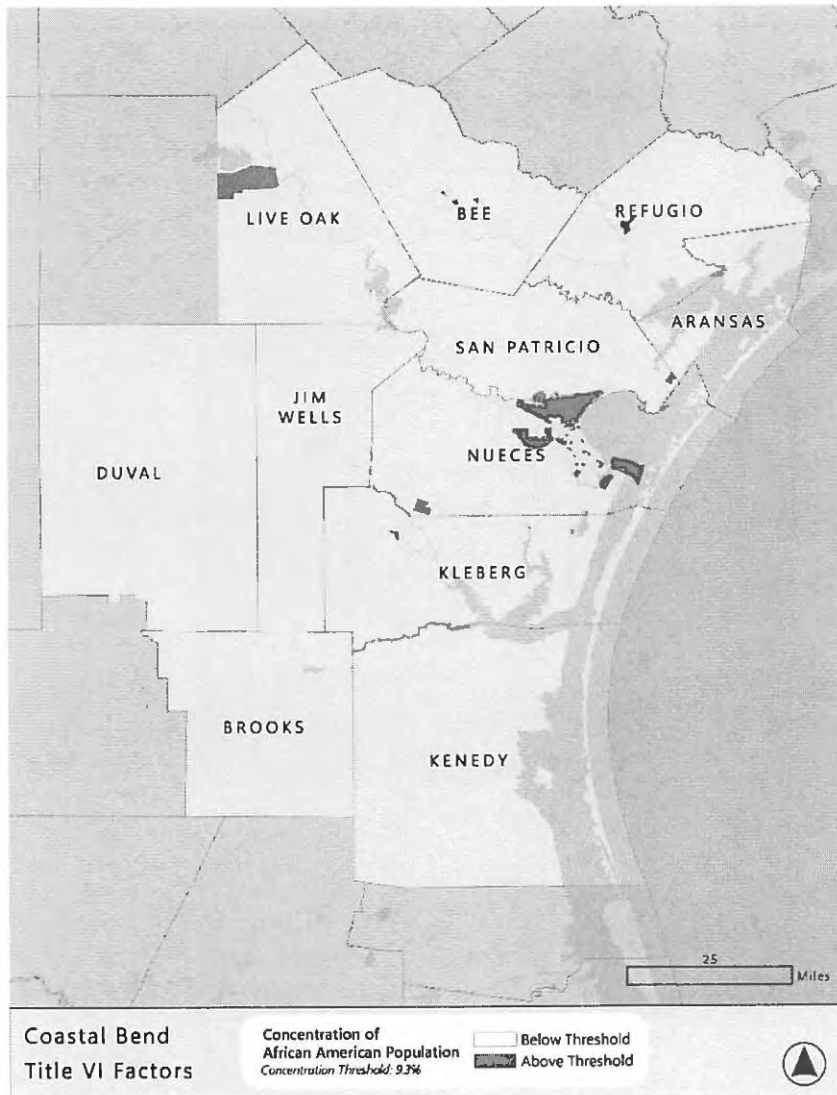
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-4: Nueces County - Concentrations of White Communities



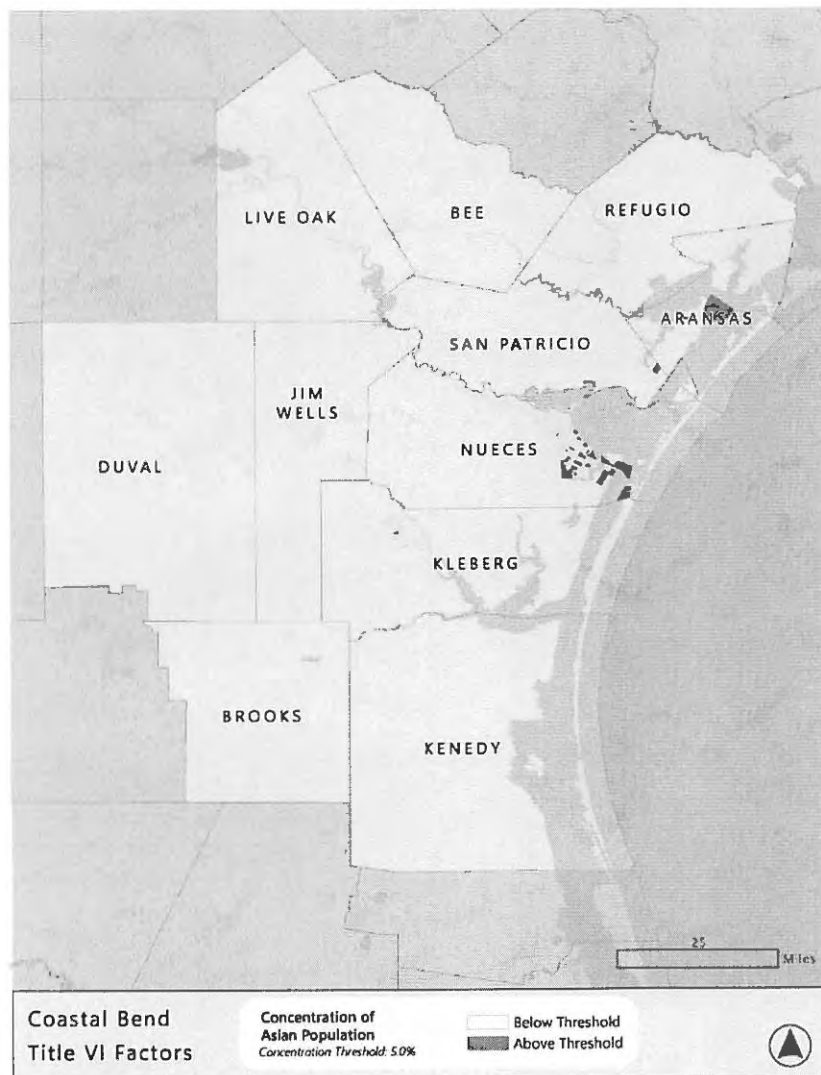
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-5: Coastal Bend Region - Concentrations of Black\African American Communities



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-6: Coastal Bend Region - Concentrations of Asian Communities



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

13.3 Environmental Justice Analysis

Individuals who earn less than the federal poverty level face financial hardships that may make the ownership and maintenance of a personal vehicle difficult. In such cases, they may be more likely to depend on public transportation. At the same time, it is also important to ensure that areas with an above average percentage of racial and/or ethnic minorities are not disproportionately impacted by any proposed alterations to existing public transportation services.

The environmental justice (EJ) analysis that follows is included in this Title VI Plan for the purpose of demonstrating CBCOG's commitment to understanding the environments and settings that describe the underserved communities in the Coastal Bend planning region. This awareness is necessary to ensure meaningful public engagement that can identify the specific transit needs of EJ populations and that the Coastal Bend's regional plan for the coordination of public and human service transportation remains mindful of the possibility that certain transportation projects may include burdens and benefits or have disproportionally high or adverse effects on certain communities.

CBCOG has included its socio-economic maps for Title VI/EJ analysis based on data from the U.S. Census Bureau 2016-2021 American Community Survey 5-Year Estimates. Figure 13-7 (below) shows Minority Population Percentages within the Coastal Bend planning region. Figure 13-8 (below) shows Minority Population Percentages within Nueces County. Figure 13-9 (below) shows the Low-Income Population within the Coastal Bend planning region. Figure 13-10 (below) shows the Low-Income Population within Nueces County.

Defining the Protected Population

Executive Order 12898: "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" defines the protected population for environmental justice oversight as Minority Populations, Low-Income Populations, and the Native Indian Tribes. CBCOG has used the FTA and FHWA definition of Minority Persons in preparing this analysis:

- Black: persons having origins in any of the Black racial groups of Africa;
- Hispanic or Latino: persons having Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian Americans: persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent;
- American Indian and Alaskan Native: persons having origins in any of the original people of North America, South America (Including Central America), and who maintain cultural identification through tribal affiliation or community recognition; and
- Native Hawaiian and other Pacific Islanders: persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

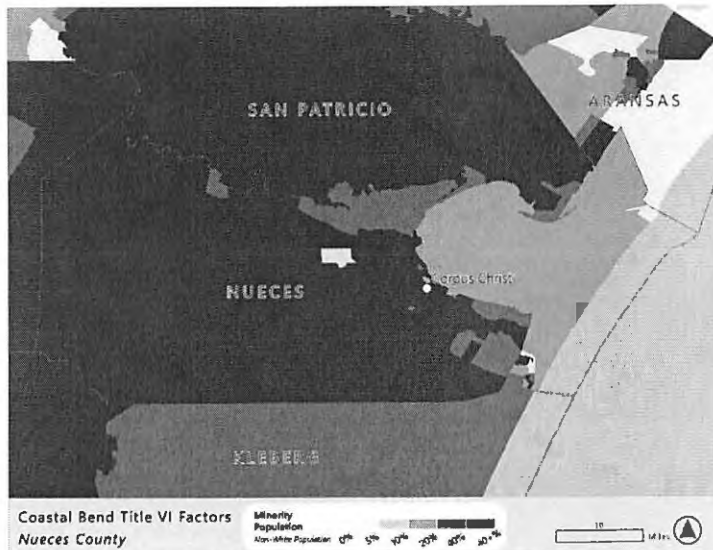
Low-income status is defined as a household income level that is at or below the prevailing poverty guidelines of the U.S. Department of Health and Human Services (HHS).

Figure 13-7: Coastal Bend Region - Minority Population



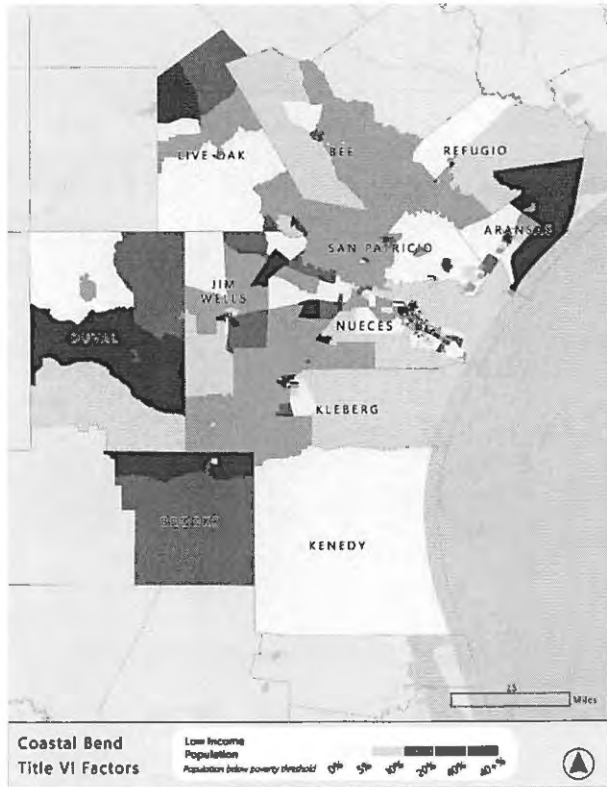
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-8: Nueces County - Minority Population



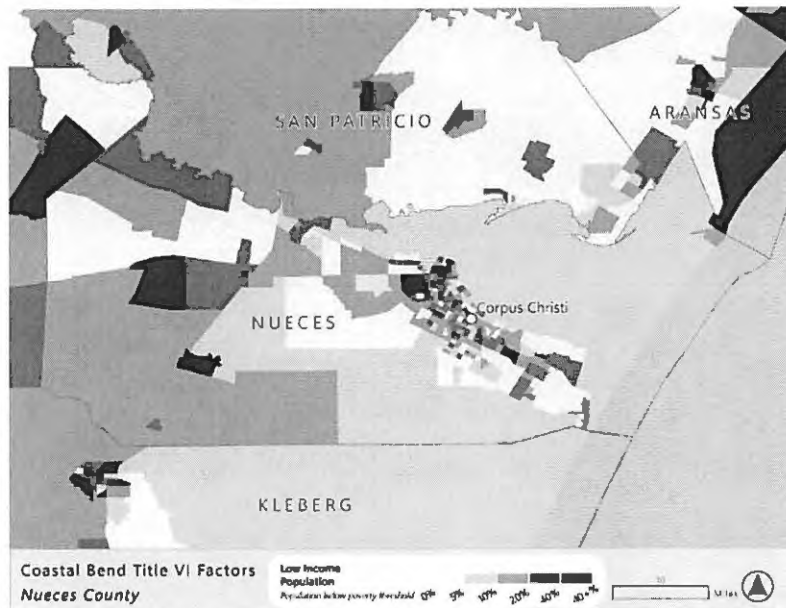
SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-9: Coastal Bend Region - Low-Income Population



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-10: Nueces County - Low-Income Population



SOURCE: U.S. CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Secondary Environmental Justice Indicators

To better serve the mobility needs of its most vulnerable populations, CBCOG recognizes that awareness of additional social indicators in its planning region is vital to any planning efforts. These secondary indicators are:

- **Seniors** - (Population 65 years and over).
- **Limited English Proficiency (LEP)** - (Individuals 5 years and over whose ability to communicate in the English language is less than "very well").
- **Carless Households** - (Households without an automobile)
- **Female Head of Households** - (Households with a female head)
- **Limited Educational Attainment (LEA)** – (Persons 25 years and over with no high school diploma).
- **Disability** – (Persons self-reporting as having some disability that impairs their ability to function normally).

Minority populations amount to about 38.4% of the total population of the State of Texas. However, they make up **as much as 70% of the population of the Coastal Bend planning region.**

Kenedy, Brooks, and Duval Counties have populations that are over 90% minority residents (99.4%, 92.9% and 90.4%, respectively). Aransas County (33.7%) and Live Oak County (43.9%) have the lowest proportions of their populations who are minority residents. The remaining counties in the CBCOG planning region have minority populations of between 59.6% and 82.4%

Based on household poverty statistics, about 18.5% of Coastal Bend's regional population live below the poverty level. This is higher than the Texas average of 14.2% (U.S. Census 2021 Poverty and Median Household Income Estimates - States and National). The highest concentration of poverty is found in Brooks County (37.5%), followed by Kleberg County (28.6%), and Duval County (23.6%). All remaining counties also have poverty levels above the state average except for Kenedy County (.02%). The counties with the second lowest percentages of households in poverty are Refugio County (15.5%) and Montgomery County (15.7%).

The size of the LEP population across the Coastal Bend region ranges from 3.7% of the population 5 years and over in Aransas County to 50.4% of the population 5 years and over, in Kenedy County. While the average for the CBCOG region is 7.1%, half of the residents of Kenedy County would need some form of language assistance because of their limited ability to communicate in the English language. Counties with a significant proportion of persons with limited education attainment are Kenedy County (81.6%), Brooks County (31.5%), and Duval County (27.6%).

Brooks County and Duval County significantly surpass the entire Coastal Bend region and the State of Texas in the proportion of its residents represented in every category of disadvantage except the populations of female head of household and LEP.

It should also be noted that Kenedy County's EJ percentages are based on a small total population (169) that is 99.4% minority, 54% LEP, and 81.6% LEA but only .02% poverty and 0.0% zero car households.

The chart and maps in this section serve to support and illustrate where EJ populations are distributed across the Coastal Bend planning region. Table 13-4 (below) contains a summary of the proportion of EJ populations as an aggregate and in each county of the Coastal Bend planning regions.

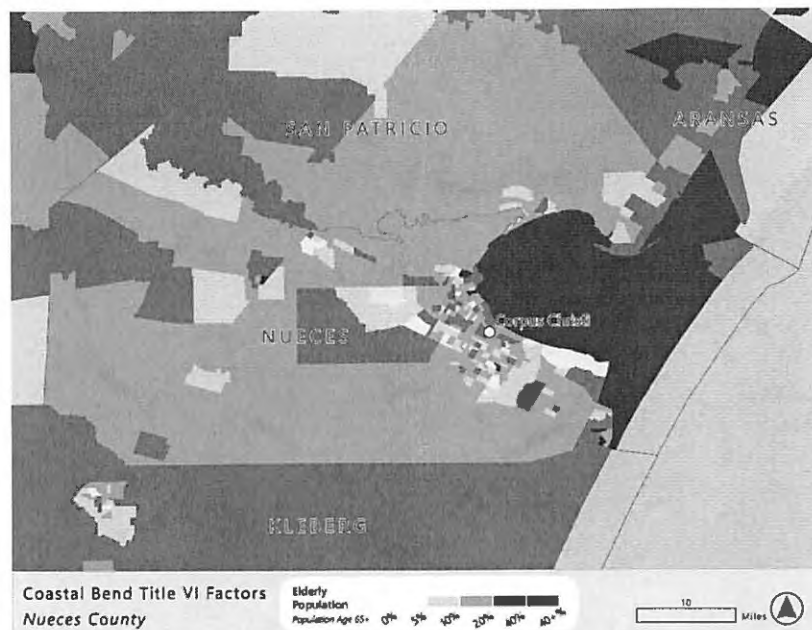
Table 13-4: Environmental Justice Populations in the CBCOG Planning Region

Region/ County	Minority	Low- Income	Senior	Limited Education Attainment	Zero Car Household	Female Headed Household	LEP.	Disabled
Coastal Bend Region	70.0%	18.5%	16.0%	17.3%	6.7%	21.1%	7.1%	18.0%
Aransas County	33.7%	22.5%	28.3%	11.3%	5.3%	21.0%	3.7%	18.4%
Bee County	70.0%	17.9%	13.2%	21.0%	5.6%	17.2%	7.5%	20.9%
Brooks County	92.9%	37.5%	19.4%	31.5%	13.7%	28.0%	10.3%	31.3%
Duval County	90.4%	23.6%	17.9%	27.6%	11.3%	28.1%	9.8%	26.8%
Jim Wells County	82.4%	20.7%	16.5%	21.1%	7.2%	23.6%	8.6%	20.5%
Kenedy County	99.4%	.02%	29.0%	81.6%	0.0%	13.6%	50.4%	19.4%
Kleberg County	80.2%	28.6%	13.6%	19.4%	5.7%	18.4%	8.9%	16.3%
Live Oak County	43.9%	19.0%	20.7%	23.3%	4.1%	11.7%	6.4%	21.9%
Nueces County	71.6%	17.2%	15.1%	15.9%	6.8%	20.9%	7.2%	15.8%
Refugio County	59.6%	15.5%	23.9%	18.8%	9.9%	22.2%	4.0%	26.2%
San Patricio County	62.8%	15.7%	15.5%	18.2%	26.2%	22.6%	5.6%	23.5%

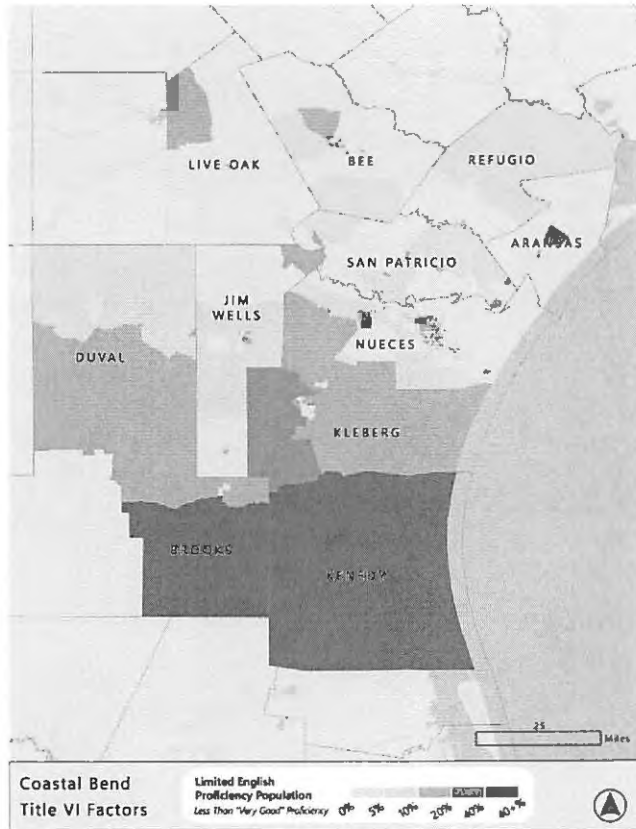
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES.

Figure 13-11: Coastal Bend Region - High Senior Population Concentrations

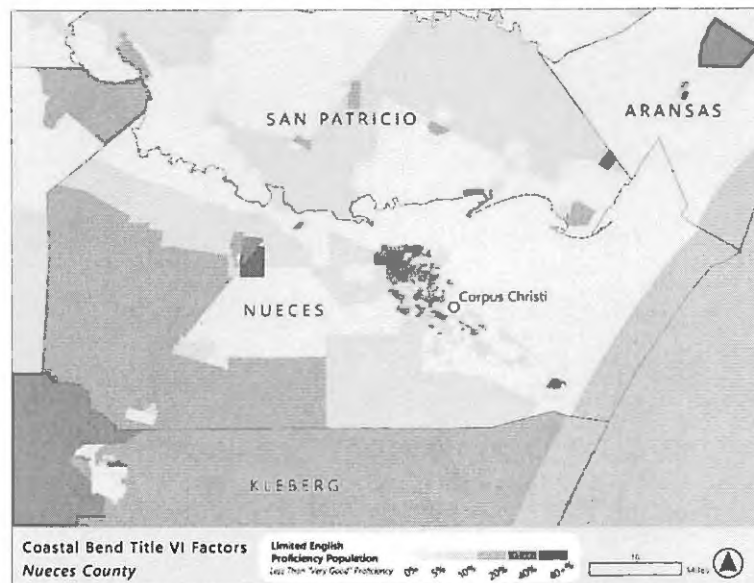
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES.

Figure 13-12: Nueces County - High Senior Population Concentrations

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES.

Figure 13-13: Coastal Bend Region - High LEP Population Concentration

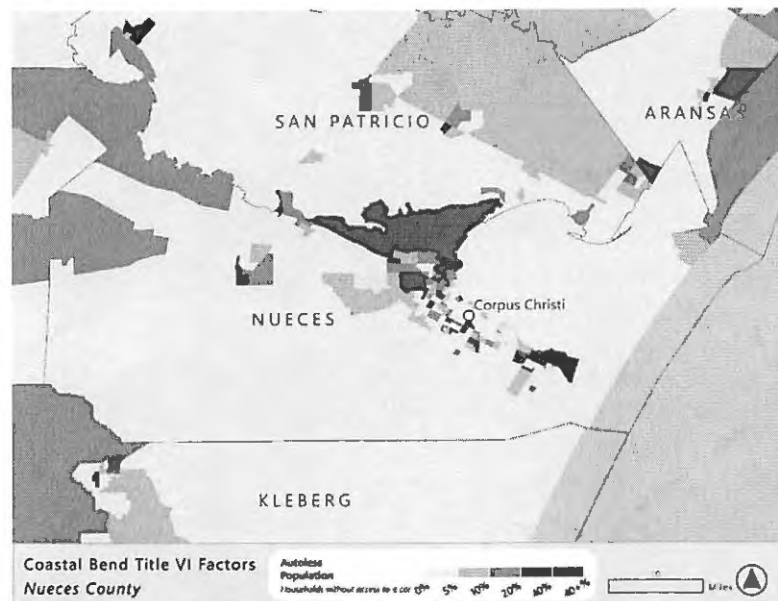
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13 - 14: Nueces County - High LEP Population Concentration

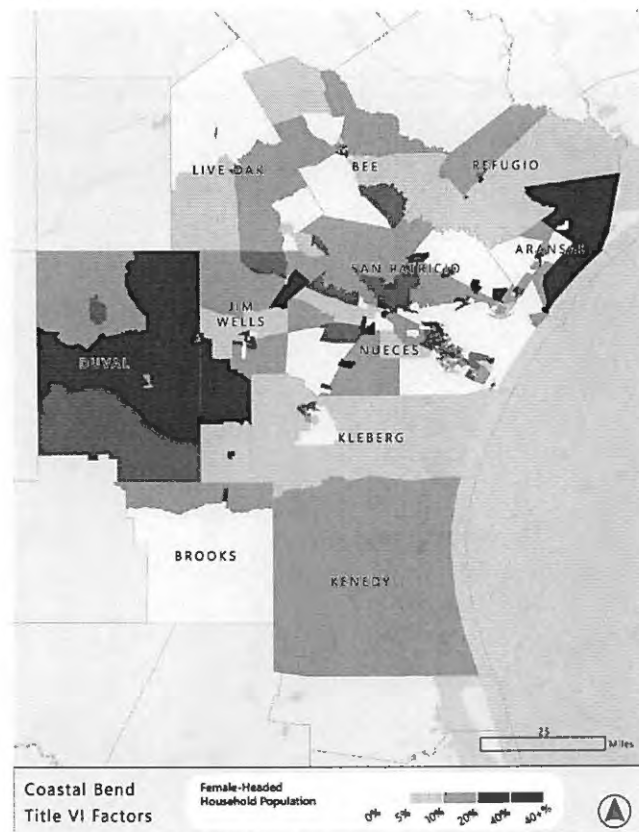
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-15: Coastal Bend Region - High Concentration of Zero Automobile Households

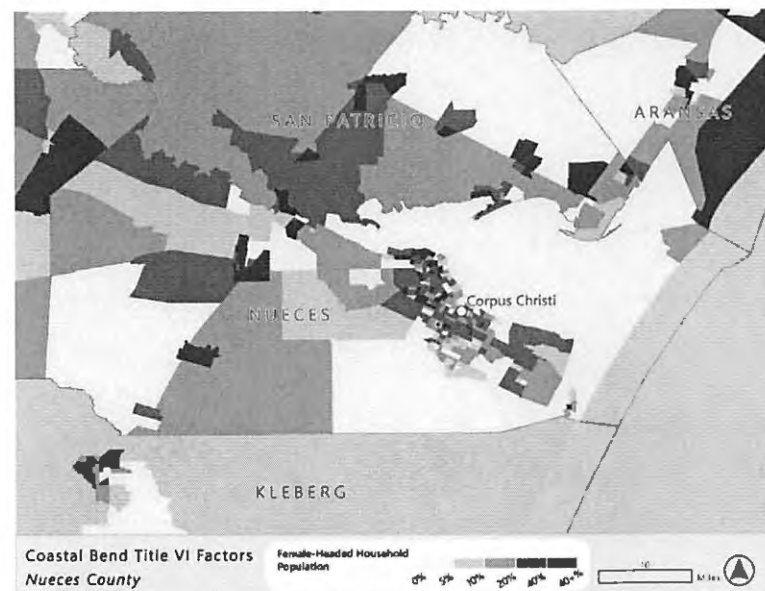
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13 -16: Nueces County - High Concentration of Zero Automobile Households

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-17: Coastal Bend Region - High Concentration of Female Headed Households

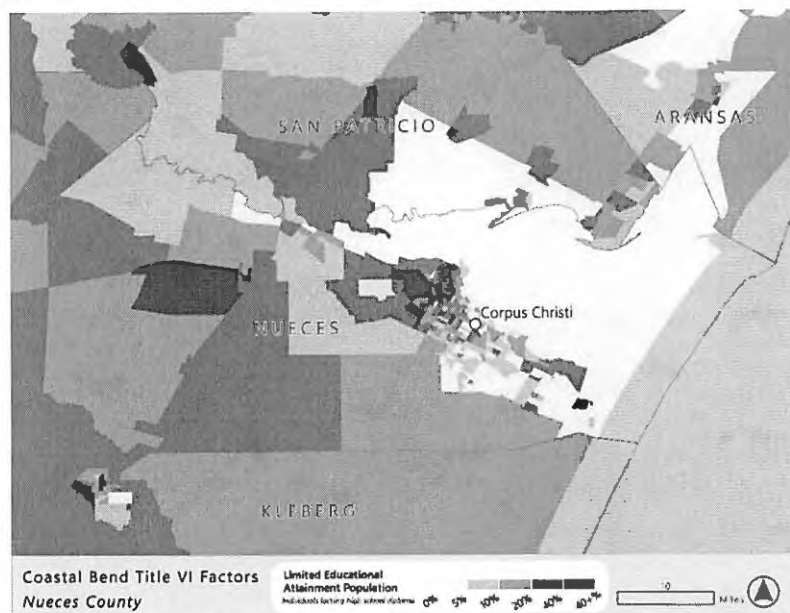
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-18: Nueces County - High Concentration of Female Headed Households

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-19: Coastal Bend Region - High LEA Population Concentration

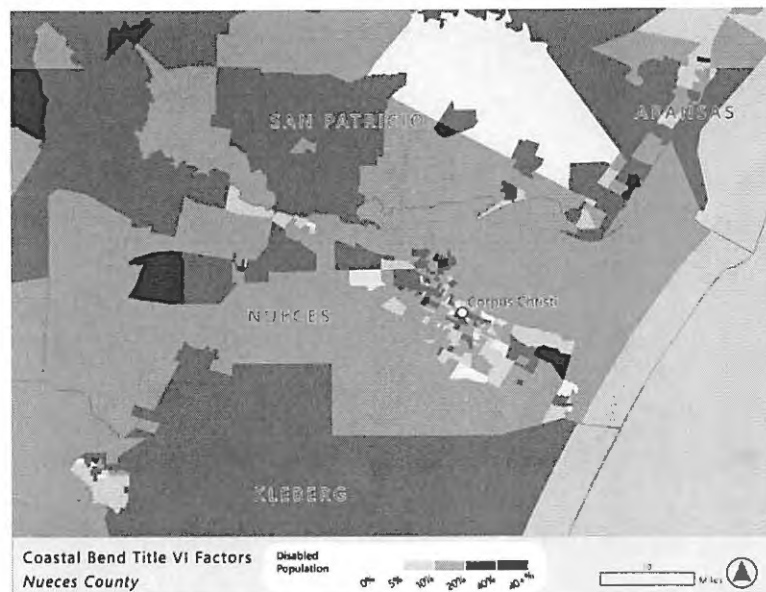
SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-20: Nueces County - High LEA Population Concentration

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-21: Coastal Bend Region - High Disabled Population Concentration

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure 13-22: Nueces County - High Disabled Population Concentration

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

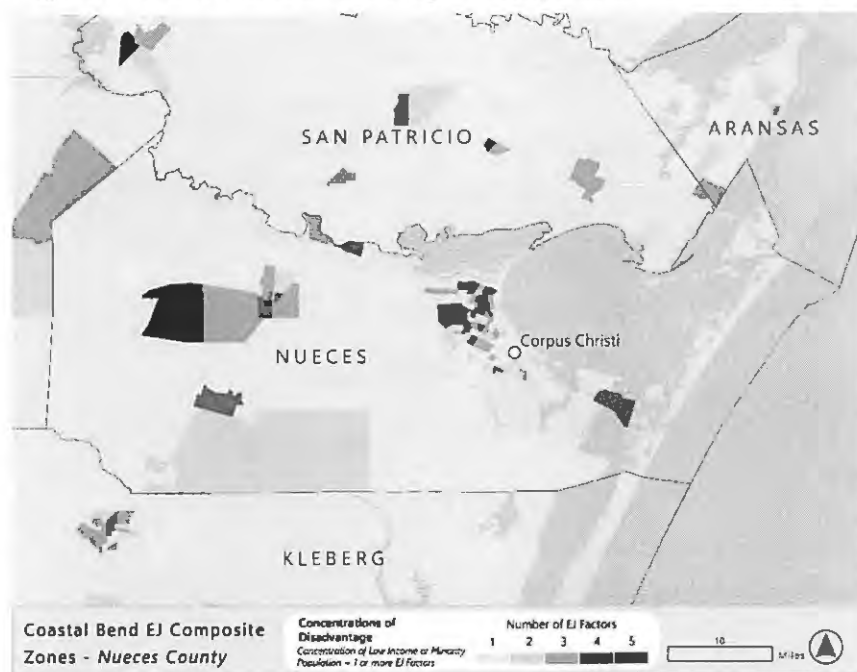
Concentrations of Disadvantage

In keeping with Executive Order 12898, minority and low-income status are the primary markers of disadvantage for environmental justice considerations in a transportation equity analysis. However, in a review of the supplemental socio-economic factors described in the maps and charts above, some census block-groups or communities in the Coastal Bend planning region have been found to have high concentrations of multiple indicators of disadvantage. A "concentration of disadvantage" exists in a census block-group where one or more of the secondary indicators of disadvantage occur in addition to minority and/or low-income status. CBCOG recognizes those communities where the residents have a concentration of four or more indicators of socio-economic hardship as communities or zones with "high disadvantage" and will use this information to help all regional coordination stakeholders better understand the potential impacts and benefits of transportation related actions on the region's most vulnerable populations. The maps that follow describe the census block-groups with concentrations of disadvantage in the eleven county Coastal Bend planning region and, separately, in Nueces County/Corpus Christi UZA.

Figure: 13-23: Coastal Bend Region - Composite Zones, Concentrations of Disadvantage



SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Figure: 13-24: Nueces County - Composite Zones, Concentrations of Disadvantage

SOURCE: US CENSUS BUREAU, 2016-2021 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

13.4 Identifying the Mobility Needs of the Minority Population

Public Involvement

The update process for the Coastal Bend' Region's 2017 regionally coordinated transportation plan (RCTP) involved extensive research and information gathering and included public meetings, seminars, focus group studies, and stakeholder surveys. Survey respondents included human service agencies, public transportation agencies, school districts, private non-profit organizations, and city\county government entities. The 2022 RCTP for the Coastal Bend (DRAFT) containing documentation of those public meetings, seminars, focus groups, and surveys is included as an attachment to this plan.

Texas A&M Transit Institute (TTI) developed the 2022 RCTP Coastal Bend (DRAFT) update. The public involvement processes included TTI-facilitated workshops with regional stakeholders to create a set of by-laws along with a mission and vision statement. As a result of these efforts, the Coastal Bend Collaborative for Coordination Community Transportation (the Collaborative) was created in March of 2022.

Moving forward it is CBCOG's intent to continue the public participation processes used to develop the 2022 RCTP Coastal Bend (DRAFT) as it works with stakeholders (the Collaborative) to resolve regional transportation issues identified in the plan.

The Regionally Coordinated Transportation Plan

A regionally coordinated transportation plan (RCTP) for the Coastal Bend region was last produced in 2017. The 2022 RCTP for Coastal Bend - Region 20 (DRAFT) was completed by TTI in July 2022 and is currently awaiting final sign-off by the Executive Steering Committee.

This plan is meant to provide structure for a more efficient and effective network of public transportation services for people in the Coastal Bend planning region. The focus is on getting residents to their desired destinations, who are more likely to be dependent on public transportation. As required, the plan describes existing transportation network coverage in the region and identifies obstacles and opportunities for improving regional coordination.

TTI's coordination plan update process incorporated the following planning elements, including specific components meant to ensure representation from the region's most vulnerable populations: *(Source: 2022 RCTP for the Coastal Bend - Region 20 (DRAFT))*

- Review of the previous Plan Updates to develop a basis for evaluation and recommendations.
- Evaluation of existing economic/demographic conditions in each county using U.S. Census data and other data resources.
- Administration of online stakeholder surveys to public transit and human service agency transportation providers and the administration of virtual focus groups of stakeholders and riders to update the inventory of transportation services and perceived unmet needs.
- Development of coordination strategies to address those unmet needs
- Prioritization of strategies.
- Development of an updated implementation plan that includes current goals, strategies, responsible parties, and performance measures.
- As a critical component to the planning process, TTI also put together the Steering Committee for the project, making sure to include:
 - Representatives of public, private, and non-profit transportation providers, including recipients of
 - Section 5307 funds (small urban transportation providers).
 - Section 5311 funds (rural transportation providers).
 - Section 5310 funds (enhanced mobility of seniors and individuals with disabilities).
 - Representatives of metropolitan planning organizations.
 - Representatives of human services providers.
 - Representatives of workforce development agencies.
 - Individuals or advocate organizations representing
 - Individuals with disabilities.
 - Individuals 65 and older.
 - Individuals with low incomes.
 - Veterans.
 - Individuals who rely on public transportation to and from employment.
 - Other members of the public.

13.5 Integrating Title VI in the CBCOG/Coastal Bend Planning Process

This plan documents CBCOG's efforts to carry out the Federal Title VI requirements and to integrate the obligations of Title VI and Environmental Justice in the programs and activities of the agency, including its regional transportation planning activities.

CBCOG is committed to engaging the minority, low-income and LEP communities in the decision-making process while exploring opportunities to improve accessibility and mobility in the region's underserved communities. CBCOG has identified the following strategies to strengthen its Title VI Program and promote the further integration of nondiscrimination in the regional transportation planning activities of the agency:

- **Title VI/Environmental Justice Awareness**
 - Disseminate information and provide Title VI/Environmental Justice training for CBCOG staff and the regional transportation coordination Steering Committee.
 - Provide access to CBCOG's Title VI plan(s) and related Title VI/Environmental Justice support documentation (maps and charts) to regional partners engaged in local efforts to develop transportation service within the underserved areas.
 - Provide information and educational material on Title VI/Environmental Justice protections for members of the public on the agency website and through accessible publications and brochures.
- **Support regional efforts to improve transportation service in the underserved areas**
 - Work with TxDOT to provide technical assistance and encourage coordination between CBCOG and regional partners engaged in local efforts to develop transportation service within the underserved areas.
 - Consider best practices modeled by state DOTs, COGs, and MPOs across the nation on how to address the mobility needs of the underserved communities.
- **Improve participation of the underserved population in the public involvement process**
 - Engage in targeted community engagement and expand mailing lists for more extensive outreach.
 - Go to existing meetings and community events organized by the underserved population rather than solely expecting them to come to your organized events.
 - Nurture established relationships like the Coastal Bend Collaborative for Coordination Community Transportation (the Collaborative) and continue to seek out new partnerships with community-based organizations, local elected officials, trusted community leaders, leaders of faith-based organizations, and local residents to act as community liaisons and provide a channel of communication between the underserved communities and the planning team. (See the reference to "the Collaborative" in Section 13.4 of this plan.)

Attachments:

Title VI Plan Approval Minutes (To be included after CBCOG Board Approval.)

DRAFT – 2022 Coastal Bend Regional Coordination Transportation Plan

(ATTACHMENT B-2)

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4066

A RESOLUTION DETERMINING SIGNATORY AUTHORITY FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)

WHEREAS, CBCOG and TxDOT entered into an agreement for CBCOG to serve as the lead agency for TxDOT as approved by the CBCOG Board of Directors on May 20, 2022; and

WHEREAS the partnership described herein aligns directly with the CEDS Goal 2: Strengthen Resilient Infrastructure Investments and Objective 2.3 Transportation connectivity and mobility are enhanced, adopted by the CBCOG Board of Directors during the October 2021 meeting; and

WHEREAS in accordance with 2 CFR 200.400 and FTA C 5010.1E, Ch II. Roles and Responsibilities of the Management Award, grantees are required to have the technical and managerial capacity to manage the grant; and

WHEREAS CBCOG is under the direction and supervision of an Interim Executive Director until a full-time Executive Director can be hired; and

WHEREAS TxDOT requires current documentation of signature authority (attached);

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments adopts the attached documentation of signature authority to be compliant with the standards set forth by TxDOT.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of September 2023

ATTEST:

Commissioner Margie Gonzalez, Chair

Commissioner Chuck Schultz, Secretary

CERTIFICATION OF SIGNATURE AUTHORITY

To: Texas Department of Transportation, Public Transportation Division

From: Governing Body Chair

Agency: Coastal Bend Council of Governments

Effective Date: February 1, 2023

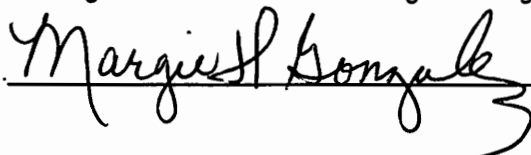
I, Margie Gonzalez, Chairman

(Name of Chair)

Commissioner

(Title)

certify that the individuals listed in the table below have signature authority for the documents specified. Their signature is considered binding on the agency.



(Signature)

Name/Function Title		
1. Veronica Toomey, Interim Executive Director	<input checked="" type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
2.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships

Name/Function Title		
3.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
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	<input type="checkbox"/>	Project Grant Agreements / Amendments
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	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
4.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
5.	<input type="checkbox"/>	All Documents
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	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
6.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
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	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships

Name/Function Title		
7.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
8.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
9.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships
10.	<input type="checkbox"/>	All Documents
	<input type="checkbox"/>	Master Grant Agreement / Amendments
	<input type="checkbox"/>	FTA and TxDOT Certifications & Assurances
	<input type="checkbox"/>	Project Grant Agreements / Amendments
	<input type="checkbox"/>	Obligation Certification (Grant Application)
	<input type="checkbox"/>	Request for Reimbursement / Refunds
	<input type="checkbox"/>	Scholarships

ATTACHMENT

C

(ATTACHMENT C-1)

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4067

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A NEW CONTRACTOR AGREEMENT FOR FY2023 – 2027 WITH RX PLUMBING LLC THAT WILL CONTINUE AS PART OF AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF PLUMBING/MINOR HOME MODIFICATIONS FOR TARGETED OLDER PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING AUGUST 1, 2023 - SEPTEMBER 30, 2027.

WHEREAS, the Coastal Bend Council of Governments by virtue of Resolution 234 on February 22, 1974 accepted the designation as the Area Agency on Aging in the Coastal Bend and undertook the planning and development of services such designation requires; and

WHEREAS, the Area Agency on Aging solicited new contract agreements for membership in a vendor's purchase pool with contracts ending in FY2027 for the purpose of purchasing minor home modifications for targeted older persons in the eleven county Coastal Bend Area as required by the Older Americans Act; and

WHEREAS, after review at the Advisory Council on Aging's monthly meeting on September 11, 2023, the Advisory Council recommended approval of the Area Agency on Aging's New Contractor Agreement for Fiscal Years 2023-2027 and its submission and recommends approval by the Coastal Bend Council of Governments' Board of Directors.

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 Interim Executive Director sign the new contract agreement with RX Plumbing LLC for minor home modifications and that will become part of the Area Agency on Aging's vendor purchase pool for the provision of various services for targeted older persons in the eleven county Coastal Bend Area effective August 1, 2023.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of September, 2023.

Commissioner Margie Gonzalez, Chairman

ATTEST:

Commissioner Chuck Schultz, Secretary



COASTAL BEND
COUNCIL OF GOVERNMENTS

**AREA AGENCY ON AGING OF THE COASTAL BEND
CONTRACTOR AGREEMENT
FFY2023-FFY2027**

RX Plumbing LLC, hereinafter referred to as Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAACB), hereinafter referred to as AAACB, do hereby agree to provide services effective beginning August 1, 2023 and ending September 30, 2027, 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 AAACB'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 AAACB staff, in accordance with the completed Contractor application, all required assurances, licenses, certifications, and rate setting documents, as applicable.**

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.

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
Residential Repair	\$	Variable Rate <i>depending on job</i>	<i>100%</i>
Health Maintenance	\$	Variable Rate	

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 AAACB 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 AAACB office. AAACB will properly safeguard and accurately account for program participant contributions (program income) as receipts and expenditures on its financial reports. AAACB 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 AAACB send contribution to the AAACB and advise program participant and/or their family of the proper program participant contribution submission procedure. AAACB 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'

program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAACB 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 AAACB. Thus, the Contractor indemnifies and holds harmless the AAACB against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAACB if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAACB.
 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 AAACB 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 AAACB'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.

V. ATTACHMENTS

- A. Signed Data Use Agreement
- B. Signed Lobbying Certification
- C. Signed Prohibited Telecommunications and Video Services
- D. Signed HHSC Required Certifications
- E. Child Support Certification

F. W-9

G. Audit Certification – N/A (only applies to Not-for-Profit Agencies)

H. Conflict of Interest Form

VI. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective August 1, 2023 and ending September 30, 2027.

RX Plumbing LLC

Cheryl Lynn Mican

Authorized Contractor Signature

Cheryl L. Mican

Print Name

Manager

Title

August 16, 2023

Date

Veronica Toomey

Authorized Signature

Veronica Toomey, Interim Executive Director

Coastal Bend Council of Governments

P. O. 9909

Corpus Christi, Texas 78469

8-25-2023

Date

CONTRACT – 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 RX Plumbing LLC (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)

SIGN:

Veronica Toomey

NAME: VERONICA TOOMEY

TITLE: INTERIM EXECUTIVE DIRECTOR

DATE:

8-25-2023

SUBCONTRACTOR

SIGN:

Shawn Lynn Miller

NAME: RX Plumbing LLC

TITLE:

Manager

DATE:

August 16, 2023

CONTRACT – ATTACHMENT B

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, CBCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with CBCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Therun Lynn Minton

Signature

Manager

Title

RY Plumbing LLC

Agency

August 11, 2023

Date

CONTRACT – ATTACHMENT C

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this RFP or any resulting Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED
PERSON:

Cheryl Lynn Mican

NAME OF AUTHORIZED PERSON:

Cheryl L. Mican

NAME OF COMPANY:

RY Plumbing LLC

DATE:

August 16, 2023

-OR-

☐ The Respondent hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

CONTRACT - ATTACHMENT D

TEXAS HEALTH AND HUMAN SERVICE COMMISSION REQUIRED CERTIFICATIONS

Coastal Bend Council of Governments (CBCOG), in its capacity as the Area Agency on Aging, receives funding through Texas Health and Human Services Commission (HHSC) to carryout various programs under the federal Older Americans Act. CBCOG's grant agreement with HHSC requires any subcontractors receiving funding under such agreement to certify to the following provisions below. "Subcontractor" herein means the contracting party with CBCOG to provide goods or perform services, whether referred to as "consultant", "contractor", "subcontractor", "vendor" or other similar term in the Contract above.

1. Subcontractor is in good standing with all state and federal funding and regulatory agencies;
2. Subcontractor is not currently debarred, suspended or otherwise excluded from participating in federal grants;
3. Subcontractor is not delinquent on any repayment agreements related to HHSC funding programs or any federal grant programs;
4. Subcontractor has not had a required license or certification revoked that is necessary to provide the goods or perform services under the above Contract; and
5. Subcontractor is not ineligible to provide goods or services as described in the Contract above;
6. Subcontractor has not had a contract terminated by HHSC; and
7. Subcontractor has not voluntarily surrendered, within the past three years, any license issued by HHSC.

I certify that the entity identified below meets the above requirements.

Cheryl Lynn Miller
Signature

Manager
Title

RX Plumbing LLC
Agency

August 16, 2023
Date



Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by Law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name: <i>Yanier Pinar</i>	SSN: <i>465-75-1237</i>
Name:	SSN:
Name:	SSN:
Name:	SSN:

Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name: Cheryl L. Mican	Title: <i>Manager</i>
Contractor Authorized Representative Signature: <i>Cheryl Lynn Mican</i>	Date: <i>August 16, 2023</i>

CONTRACT - ATTACHMENT F

W-9 Form October 2013 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="font-size: small; margin-top: 10px;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name as required on this form does not have to be the same. <u>Sovier Finance</u>		
2 Business name (if different from daily name), if different from above: <u>RX Plumbing LLC</u>		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<input checked="" type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <small>Note: Check the appropriate box in the two above for the tax classification of the single-member owner. Do not check L.L.C. if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Unless a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
<input type="checkbox"/> Other (see instructions) ▶		
4 Address (number, street, and city or county route/instructions) <u>703 Sun West Drive</u>		Requester's name and address (optional) _____
5 City, state, and ZIP code <u>Palm Beach FL 33413</u>		
7 Last account number(s) here (optional) _____		

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Names and Number to Give the Requestor for guidelines on whose number to enter.

Social Security number
 _____ - ____ - ____
 or
 Employer identification number
B3-3234006

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶
Sherril Lynn Miller

Date ▶ August 16, 2013

General Instructions
 Section references are to the internal Revenue Code unless otherwise noted.

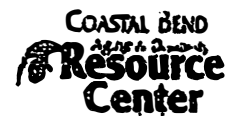
 Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds);
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds);
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers);
- Form 1099-S (proceeds from real estate transactions);
- Form 1099-K (merchant card and third party network transactions);
- Form 1099-H (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition);
- Form 1099-C (cancelled debt).

 Form 1099-A (acquisition or abandonment of secured property).
 Use Form W-9 only if you are a U.S. person providing a resident alien, to provide your correct TIN.

 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.



DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION FFY2023-FFY2027

The Area Agency on Aging of the Coastal Bend (AAACB) as designated by the Texas Health and Human Services Commission (HHSC) as one of the primary focal points for services for persons 60 or older, their caregivers, and persons under age 60 on Medicare, administers services funded by the Older Americans Act with emphasis placed on frail, rural, low income and minority individuals. Through funding under the AAACB's Aging and Disability Resource Center, services are purchased for persons of all ages with a disability. The AAACB purchases various services for eligible clients. Services are purchased from appropriate service providers that have completed a Direct Purchase of Service Application packet and executed a Contract agreement.

Definition of Direct Purchase of Service (DPS): DPS is a procurement methodology for the purchase of services on client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in the Title III Programs.

Eligibility to Apply: Service providers eligible to apply are private, non-profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

Application Process: Interested parties may apply for consideration to participate in the contractor pool by completing and submitting the attached forms. All current contractors must reapply every two years. Incomplete applications will be returned. The term of this application is for the period August 1, 2023 through September 30, 2027. Applications for new contractors will be accepted every other year.

Maintenance of Records: Contractors shall retain all financial records, supporting documents statistical records, and all other records relating to its performance for a

period of 7 years. All records shall be kept in the contractor's possession and maintained indefinitely IF audit findings, other disputes, or litigation have not been resolved. The contractor shall give AAACB, the comptroller of the United States, and the State of Texas, through any authorized representatives, access to and right to examine all records, books, papers, contracts, or other documents related to the purchase of services agreement. Such right of access shall continue as long as such records exist.

Confidentiality: Contractors shall have procedures in place to ensure no information about or obtained from a program participant is disclosed in a form that identifies the person without the informed consent of the person or his/her legal guardian.

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

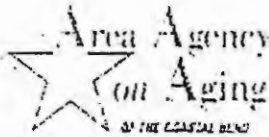
Evaluation: AAACB will periodically evaluate contractor performance in accordance with requirements from the Texas Administrative Codes.

Criteria for Ongoing Evaluation of Contractors:

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. If a holiday falls between the 1st and the 5th calendar day of the month the reports shall be delivered by the 6th calendar day of the month.
 - c. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within the 30th calendar days of the month following the month in which services were provided.
 - d. Any concerns regarding discrepancies between the invoiced services and payment must be made within 45 calendar days after payment is mailed.
3. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).

4. **Ensure that all required insurance(s), certification(s), training(s), or license(s) do not lapse.**
5. **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.**
6. **Maintain communication and correspondence concerning program participants' status.**
7. **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 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.**
8. **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.**
9. **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).**
10. **The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.**
11. **The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.**
12. **Contractor acknowledges it is an independent provider, NOT an agent of the AAA. Thus, the Contractor indemnifies and holds harmless the AAA against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.**
13. **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.**



AREA AGENCY ON AGING/
AGING AND DISABILITY RESOURCE CENTER
DIRECT PURCHASE OF SERVICE CONTRACT
FISCAL YEAR 2023-2027

☒ NEW CONTRACT APPLICATION ☐ RENEWAL UPDATE

Please type or clearly print application information

Contractor Name-Legal Entity	
RX Plumbing LLC	
DBA (if applicable)	
Physical Address:	
7013 Sunwood Drive Corpus Christi TX 78413	
Mailing Address:	
Tax Identification Number (SSN or Federal ID):	
83-3234000	
Fax Number (including area code):	
Type of Provider:	
<input type="checkbox"/> Governmental Agency <input type="checkbox"/> Private Non-Profit <input checked="" type="checkbox"/> Private For Profit	
<input type="checkbox"/> City Government <input type="checkbox"/> County Government <input type="checkbox"/> Other: _____	
Authorizing Official:	Title:
Thomas Lynn Minter	Manager
Email Address:	Telephone:
RX.PLUMBING1@gmail.com	361-348-4537
Billing Contact Person and Billing address:	Title:
Thomas Lynn Minter, same	Manager
Email Address:	Telephone:
same	same
Number of Years Organization has been in business:	Is Organization Bonded (Attach certificate of Bonding Insurance)
8 Years	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Has anyone involved in the direct provision of client services been convicted of a felony?	If yes, provide details:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does Organization have liability insurance? (Attach certificate of all insurances)	Attach a copy of all applicable State and Federal licenses and/or certifications for your business.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does any person in your agency/business have a conflict of interest with a AAA staff, advisory council or board member(s)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Attach a completed Conflict-of-Interest Form to Contract Document	

Service and Bidding Information. (Complete EACH section you are interested in placing a bid on)

1. Proposed Service: RESIDENTIAL REPAIR - (such as Wheelchair Ramps and other accessibility modifications)
A) Enter Service Area: ATLANTA, GA, KILBO, NUTTS, SAN ANTONIO
ALL PLUMBING REPAIRS AND AC UNIT INSTALLATIONS
B) Proposed AAACB cost per unit: \$ Variable
*(To be negotiated for each job)
C) Standard cost per Unit: \$ Variable

2. Proposed Service: HEALTH MAINTENANCE ITEMS - Misc.
(Such as Bathroom Safety Bars and Adaptive Aides)
A) Enter Service Area: SAN ANTONIO (TA)
B) Proposed AAACB cost per unit: \$ *Variable
*To be negotiated for each job
C) Standard cost per Unit: \$ Variable

SERVICE DEFINITIONS CAN BE FOUND AT:

<https://www.hhs.texas.gov/laws-regulations/handbooks/aaa/appendices/appendix-ii-service-definitions-area-agencies-aging>

Additional Attachments:

Attachment A - Signed Assurance of Enactment of an Affirmative Action Plan

Attachment B - Signed Certification Regarding Debarment

Attachment C - Signed Statement indicating compliance with the Civil Rights Act of 1964

Attachment D - Attach Copies of Current Liability and Bonding Insurance Summaries

Attachment E - Attach Copies of Appropriate Current Licensure

I understand that this Direct Purchase of Services Application will be made a part of the final Contractor Agreement.

I certify that the information provided in this application is true and correct to the best of knowledge.

Cheryl L. Mican

Printed Name

Cheryl L. Mican

Authorized Signature

August 11, 2023

Date

APPLICATION - ATTACHMENT A
Affirmative Action Plan

The RX Plumbing LLC Xavier Ponce hereby agrees that it will enact
(Name of Applicant)

affirmative action plan. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964, which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment.

The Equal Pay Act of 1963, which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act, which prohibits discrimination because of age against anyone between the ages of 50 and 70.

Federal Executive Order 11246, which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973, which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Sheryl Lynn Murin is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis of Paid Staff: complete the following based on your current staff:

	Number of Full Time	Number of Part Time
Total Staff: 3	2	1
Older Persons (60+)	1	
Minority	2	1
Women		1

Sheryl Lynn Murin
Name

August 16, 2023
Date

APPLICATION – ATTACHMENT B
CIRCULAR No. A-102
GRANTS AND COOPERATIVE AGREEMENTS WITH
STATE AND LOCAL GOVERNMENTS

Section (1)(d): Pre-Award Policies

Debarment and Suspension. Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. Agencies shall establish procedures for the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs to assure that they do not award assistance to listed parties in violation of the Executive Order. Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and subgrantees (including contractors) at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

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

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

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

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

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

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

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

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

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

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

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

NAME OF POTENTIAL CONTRACTOR/GRANTEE Yavin Parua, LX Plumbing LLC

CONTRACTOR ID NO./FEDERAL EMPLOYER'S ID NO. 83-3234006

Cheryl Lynn Mican
Signature of Authorized Representative

Cheryl L. Mican
Printed/Typed Name of Authorized Representative

Manager
Title of Authorized Representative

August 16, 2023
Date

THIS CERTIFICATION IS FOR FFY 2023-FFY 2027. PERIOD BEGINNING August 1, 2023 and ENDING September 30, 2027

**APPLICATION – ATTACHMENT C
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

RX Plumbing LLC

(hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Cheryl Lynn Mican

Applicant

Cheryl Lynn Mican

Signature of Authorized Representative

Cheryl L. Mican

7013 Sun Wood Drive

Address; City, State, Zip

Corpus Christi TX 78413

August 16, 2023

Date

Printed Name of Authorized Representative

Manager

Title



A Guide To Your General Liability Policy

The following is a guide to your General Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 844-357-0840 (Mon-Fri, 7am-10pm ET) or manage your policy at: www.hiscox.com/manage-your-policy.

Your business details

Name: XAVIER GARCIA
Business Name: RX Plumbing LLC
Address: 7013 Sun Wood Dr
City: Corpus Christi
State: TX
Zip code: 78413
Occupation: Plumbing (commercial or industrial)
Telephone number: 361-903-0423
Email address: rx.plumbing1@gmail.com

Your General Liability Policy

Policy number: P100.415.453.7
Policy effective dates: From: July 25, 2023
 This determines the time period during which your coverage applies. To: July 25, 2024
Form of business: Limited Liability Company
 This identifies the legal structure of your business and determines who is insured under your policy.
Business Property and Equipment Coverage: Rejected
Optional terrorism coverage: Included
Total cost of policy: \$ 1,879.00

Your coverage and limits

Each occurrence limit \$ 1,000,000
 The most we will pay for all damages due to bodily injury and property damage, and medical expenses that arise out of any one occurrence. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.

General aggregate limit

\$ 2,000,000

The most we will pay for all damages and medical expenses for the entire policy. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.

Medical expenses

\$ 5,000 any one person

The most we will pay for all medical expenses sustained by any one person.

Deductible for General Liability Coverage

No deductible

However, a \$1,000 per occurrence deductible does apply to properties managed by you, premises listed by you or shown by you for sale or rental.

Other policy information**Notice of claim**

If you have a claim, please call us at 866-424-8508. You may also e-mail us at reportclaim@hiscox.com

What does my General Liability Policy cover?

For a summary showing examples of what you are and are not covered for, please read the Coverage Summary document.

This guide does not modify the terms and conditions of your policy, which are contained in your policy documents, nor does it imply any claim is covered or not covered. We recommend that you read your policy documents to learn the details of your coverage.



Reinventing Small Business Insurance®

General Liability Insurance Artisan Contractor Professionals

We want you to understand the Hiscox General Liability coverage. This summary explains the main areas of coverage and exclusions.

If you have any questions about your coverage, please contact one of our advisors at 844-357-0840 (Mon-Fri, 7am-10pm ET). Or, you can **manage your policy** by visiting <https://www.hiscox.com/manage-your-policy>.

☒ This policy does cover

Bodily injury or property damage

To the extent you are legally liable, we cover damages or claims expenses if you injure a third-party or damage someone else's property (including damage due to a fire at a premise you rent, unless you work from home).

Medical payments

We will make medical payments as a result of bodily injury that occurs in the course of your business operations, regardless of fault.

Defense costs

If you're sued, even if you're not at fault, we will appoint an attorney to defend you, even if the lawsuit is groundless. We will pay these defense costs on your behalf.

Personal and advertising injury

We cover claims of libel and slander that are not part of your professional services. We also protect you if your advertisement unintentionally uses a third-party's advertising idea or infringes upon another's copyright.

Worldwide insurance coverage

We cover damage that occurs in the United States, its territories and Canada. We also offer some coverage for instances outside these areas while you're away on short periods of travel.

Employees or temporary staff

Hiscox will cover claims against you arising from your employees' or temporary staff's actions if they were performed on behalf of your business.

Supplemental payments

Your Hiscox policy covers the following expenses, should they be incurred, without reducing your limit of liability:

- o all expenses we incur, including the defense of lawsuits
- o up to \$250 a day for reasonable expenses (including loss of earnings) you incur as a result of assisting us in the defense of a claim or lawsuit
- o interest on damage awards

Automatic status for additional insureds

Any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. This automatic status ends when your operations or lease agreement for that additional insured are completed.

☒ This policy does not cover

Intent to injure

We won't cover you for any act that occurs with the intent to injure. This includes personal and advertising injuries if you knew your actions were false or violated the rights of others.

Outside the policy period

We won't cover claims for bodily injury, property damage, or personal and advertising injury that do not occur during the policy period.

Known claims and circumstances

We won't cover your business for any claim or circumstance that could result in a claim you knew about prior to the start of your first Hiscox policy.

Personally identifiable information

We won't cover your failure to protect any personally identifiable information that is in your care.

Professional services

We won't cover any professional services performed by you.

Vehicles, boats and aircrafts

We won't cover any claims arising out of the ownership or use of an automobile, watercraft or aircraft.

Workers' compensation

We won't cover any obligation you may have under a workers' compensation claim or similar law.

Your property

We won't cover claims for damage to property you own or have in your care, custody or control.

Common claims examples

Bodily injury — A customer trips over your tools while you are performing carpentry work in their home and you are legally liable for the injury. We will cover the subsequent claim and related medical expenses up to your limits of liability.

Property damage — One of your employees damages a client's hardwood floors while moving materials into their home. We will cover the subsequent claim up to your limits of liability.

Personal injury — One of your employees is at lunch. He talks to the owner of the shop about one of your clients in a false and unflattering way. The client learns of this discussion and sues for slander. We will cover the subsequent claim, up to your limits of liability, and pay for an attorney to defend you if necessary.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.

APPLICATION - ATTACHMENT E



TEXAS STATE BOARD OF
PLUMBING EXAMINERS

TSBPE Protecting the health and safety of Texans since 1947

TEXAS STATE BOARD OF PLUMBING EXAMINERS

1000 RICE STREET, SUITE 1000, DALLAS, TEXAS 75201
PHONE: (214) 767-1234 FAX: (214) 767-1235
WWW.TSBPE.TX.GOV

> Please note the expiration date of your license. Your license must be renewed annually prior to the expiration date. Continuing Professional Education requirements must be met prior to the expiration date. Your license becomes invalid on the date of expiration. You may be subject to administrative penalties if you work with an invalid license.

> Please double-check the information on this pocket card for accuracy. Report any incorrect information to the Board's office.

> Sign the back of this pocket card and carry it and photo identification with you when performing plumbing activities.

> Certify plumbing systems. Install and inspect by qualified individuals only help protect the health, safety and welfare of the public. When you first earned your license to work within the plumbing industry, you personally became an important part of this mission. *Thank you* for accepting this task and taking the responsibilities of your occupation seriously!

> Please beware if you have not already submitted your fingerprints, you must do so prior to your next renewal. See our website for more info.

PLUMBING EXAMINER LICENSE NO. 38241 EXPIRATION DATE 09/30/2023

38241

09/30/2023



TEXAS STATE BOARD OF PLUMBING EXAMINERS

1000 RICE STREET, SUITE 1000, DALLAS, TEXAS 75201
PHONE: (214) 767-1234 FAX: (214) 767-1235
WWW.TSBPE.TX.GOV

XAVIER A. GARCIA
7013 SUN WOOD DR
CORPUS CHRISTI, TX 78413

We are not a non-profit agency.

CONTRACT - ATTACHMENT G
COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES

Grant Recipient

FY2022
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- ☐ We have exceeded the federal or state expenditure threshold of \$750,000.00. We have or will contract with the CPA Firm of _____ to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
b) We anticipate completion of the audit by _____

- ☐ We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

Signature

Date

Printed Name

Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
Post Office Box 9909
Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbco93.org

CONTRACT – ATTACHMENT H
NOTIFICATION OF CONFLICT-OF-INTEREST STATEMENT

I, _____, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby notify the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center of a conflict of interest I hold. That conflict of interest is as follows:

My association with the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center is as follows:

- | | | |
|--|---|---|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Contractor | <input type="checkbox"/> Volunteer working within the program |
| <input type="checkbox"/> Advisory Council Member | <input type="checkbox"/> Governing Board Member | |
| <input type="checkbox"/> Other _____ | | |

In that capacity, I agree to not participate in any decision(s) relating to:

- the contract or procurement of services or goods in which I have a direct or indirect substantial personal interest
 - or
 - have a substantial financial interest, directly or indirectly, in the contract or procurement of services or goods or the proceeds thereof
- _____

☒ If the above section is not applicable, please check off this box ☒ and continue to complete and sign this statement.

Alternatively, I, XAVIE R. MARCIA, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby certify that I do not have a financial or other substantial interest in any entity that may be considered for a procurement award from Title III funds or from another AAADRC funding source. If, at a later time, circumstances change and there is, or appears to be, a conflict of interest as described above, I further agree to advise the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center immediately, declaring what is, or appears to be, a conflict of interest.

XAVIE R. MARCIA

Printed Name

[Signature]

Signature

RX Plumbing LLC

Agency Name

August 16, 2023

Date

(ATTACHMENT C-2)

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4068

A RESOLUTION FURTHER AMENDING THE AGING AND DISABILITY RESOURCE CENTER CONTRACT AND BUDGET AS IT APPLIES TO INCREASE THE BUDGET FOR ADRC SERVICES DELIVERED FROM SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024 AND REVISE THE BUDGET TO INCORPORATE THE FISCAL YEAR 2024 FUNDING ALLOCATIONS TO REFLECT ACTUAL FUNDING AWARDS FROM THE TEXAS HEALTH AND HUMAN SERVICES (HHS). THE BUDGET FOR FY2024 IS HEREBY AMENDED TO ADD \$33,155.00 FOR A REVISED TOTAL AMOUNT OF \$185,946.00. \$33,155.00 IS ADDED TO THE CONTRACT TO PAY FOR SERVICES IN FY2023-FY2024. THE ADDITIONAL FUNDING SHALL BE ALLOCATED AS FOLLOWS; NO WRONG DOOR (NWD) COVID-19 VACCINE ACCESS PROJECT TO EXPAND ACCESS TO VACCINE SERVICES FOR A TOTAL OF \$185,946.00

WHEREAS, the Parties have chosen to exercise their option to amend the Contract in accordance with Section 9.1 of Attachment E to the Contract to increase the budget for ADRC services delivered from September 1, 2023 through August 31, 2024(FY 2024); and

WHEREAS, the parties desire to add funds to the Contract for \$ 13,516.00 for Money Follows the Person (MFP) Housing Navigator (HN) for services provided during FY2024; and

WHEREAS, the parties desire to add funds to the Contract for \$ 3,366.00 for Money Follows the Persons (MFP) Local Contact Agency (LCA) for services provided during FY2024; and

WHEREAS, the parties desire to add funds to the Contract for \$ 8,358.00 for MIPPA services provided during FY2024 and

WHEREAS, the Parties desire to renew the Contract through August 31, 2024; and

WHEREAS, the Parties desire to amend Attachment A of the Contract, Statement of Work; and

WHEREAS, the Parties desire to amend Attachment B of the Contract, budget.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments approves accepting the Amendment No. 8 and its award in the amount of \$ 185,946.00 from the Texas Health and Human Services ADRC programs.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of September 2023.

Commissioner, Margie Gonzalez, Chairman

ATTEST:

Commissioner Chuck Schultz, Secretary

**HEALTH AND HUMAN SERVICES COMMISSION
HHSC CONTRACT NO. HHS000270200019
AMENDMENT NO. 8**

The Health and Human Services Commission ("HHSC") and Coastal Bend Council of Governments("Grantee"), Parties to the Contract for Aging and Disability Resource Center ("ADRC") services denominated HHSC Contract No. HHS000270200019 and effective September 1, 2019 (the "Contract"), now desire to amend the Contract further.

Whereas, the Parties have chosen to exercise their option to amend the Contract in accordance with Section 11.1 of Attachment E to the Contract, Health and Human Services Commission (HHS) Uniform Terms and Conditions (Grant, Version 3.2);

Whereas, the Parties desire to increase the budget for ADRC services delivered from September 1, 2023, through August 31, 2024 ("FY 2024");

Whereas, the Parties desire to add funds to the State General Revenue ("SGR") for services provided during FY 2024;

Whereas, the Parties desire to add funds to the Contract for Money Follows the Person ("MFP") Housing Navigator for services provided during FY 2024;

Whereas, the Parties desire to add funds to the Contract for MFP Local Contact Agency for services provided during FY 2024;

Whereas, the Parties desire to add funds to the Contract for Medicare Improvements for Patients and Providers Act ("MIPPA") for services provided during FY 2024;

Whereas, the Parties desire to add funds to the Contract for Promoting Independence ("PI") for services provided during FY 2024;

Whereas, the Parties desire to add funds to the Contract for State General Revenue Respite ("SGR Respite") for services provided during FY 2024;

Whereas, the Parties desire to amend Attachment A of the Contract, Statement of Work;

Whereas, the Parties desire to amend Attachment B of the Contract, Budget; and

Whereas, the Parties desire to amend the Contract by replacing the contract affirmations document in Attachment F with an updated version.

Now, therefore, the Parties agree as follows:

1. In accordance with Section III of the Contract, Duration, the Parties agree to extend the Contract through August 31, 2024.
2. Section IV, Budget, is amended as follows as it applies to funding:
 - a. The Budget for FY 2024 is *increased* by \$33,155.00. This additional funding shall

be allocated as follows:

- 1) \$13,516.00 for MFP Housing Navigator services delivered from September 1 through December 31, 2023;
 - 2) \$3,366.00 for MFP Local Contact Agency services delivered from September 1 through December 31, 2023;
 - 3) \$8,358.00 for MIPPA services delivered from September 1, 2023, through August 31, 2024;
- b. The Budget for FY 2024 has been revised, based on funding from the sources listed below and changes in the population data. The net *increase* in funding due to these revisions is \$185,946.00 and those revisions are as follows:
- 1) SGR funding is *increased* by \$2,432.00 from \$127,733.00 to \$130,165.00;
 - 2) MFP Housing Navigator funding will be *decreased* by \$103.00 from \$13,619.00 to \$13,516.00;
 - 3) MFP Local Contact Agency funding will be *increased* by \$41.00 from \$3,325.00 to \$3,366.00;
 - 4) MIPPA funding is *decreased* by \$3,156.00 from \$11,514.00 to \$8,358.00;
 - 5) SGR Respite funding is *increased* by \$123.00 from \$17,004.00 to \$17,127.00;
- c. The total increase in Budget for FY 2024, based upon Sections (2)(a) and (2)(b), is \$33,155.00.
- d. The total Contract amount for FY 2024 is not to exceed \$1,852,963.00.
- e. The Total Contract value is *increased* by \$33,155.00 from \$1,177,080.55 to \$1,210,235.55.
- f. All funds awarded for FY 2024 must be expended in accordance with the budget categories and amounts shown in Attachment B. Budget (Effective September 1, 2023). The Budget will include funds awarded to Grantee via all of the Notices of Funding Available (NFAs).
3. The modifications to Attachment A of the Contract, Statement of Work, are as follows:
- a. Section 4.2 (relating to HHSC Community Partner Program Requirement) is hereby deleted in its entirety and replaced with "[Section 4.2 Intentionally omitted]"; and
 - b. Section 10.3 (relating to Information, Referral and Assistance Staff Requirements) is hereby amended and restated as follows:

10.3 Information, Referral and Assistance Staff Requirements

All ADRC staff providing information, referral and assistance services must have the "Certification for Community Resource Specialist – Aging/Disabilities" (CRS-A/D)" provided through the Alliance of Information and Referral Systems (AIRS) (<http://www.airs.org/>). This certification is designed for staff who meet the basic criteria for an IR&A Specialist and who

also have in-depth knowledge related to working directly with clients and caregivers within the aging and disabilities areas. Staff who do not have the CRS-A/D certification when hired must be prepared to take the certification exam within two years of starting employment, dependent upon meeting additional criteria (i.e., educational level, length of employment).

Staff who do not have the CRS-A/D certification when hired and do not have in-depth knowledge related to working directly with clients and caregivers within the aging and disabilities areas must be prepared to take the certification exam within two years of starting employment, dependent upon meeting additional criteria (i.e., educational level, length of employment).

This requirement will be waived for staff with in-depth knowledge related to working directly with clients and caregivers within the aging and disabilities areas. The waiver criteria will be determined by Office of Aging and Disability Resource Center (OADRC) staff.

4. The HHS affirmations in Attachment F of the Contract are hereby amended and restated as shown in Attachment F, HHS Contract Affirmations (Version 2.2).
5. This Amendment shall be effective on September 1, 2023.
6. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

SIGNATURE PAGE FOR AMENDMENT NO. 8

HHSC CONTRACT NO. HHS000270200019

HEALTH AND HUMAN SERVICES COMMISSION

COASTAL BEND COUNCIL OF GOVERNMENTS

By:

DocuSigned by:

Haley Turner

ET3A72F097BF479...

Signature of Authorized Representative

Haley Turner
Deputy Executive Commissioner

August 24, 2023

Date of Signature

By:

DocuSigned by:

Veronica Toomey

660D368423D7424...

Signature of Authorized Representative

Veronica Toomey
Interim Executive Director

August 24, 2023

Date of Signature

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT, AND THEIR TERMS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

ATTACHMENT BBudget (Effective September 1, 2023)

**ATTACHMENT F.....Health and Human Services Contract Affirmations
(Version 2.2)**

ATTACHMENTS FOLLOW

ATTACHMENT B
BUDGET (Effective September 2023)

ADRC PSA Region: 20

1. Budget Categories

1.1. Budget Categories

STATE FISCAL YEAR BUDGET 2024		
Budget		
Cost Categories		Total Budget Requested
A.	Personnel	\$91,799.00
B.	Fringe Benefits	\$43,584.00
C.	Travel	\$3,644.00
D.	Equipment	\$0.00
E.	Supplies	\$3,005.00
F.	Professional & Contractual	\$18,800.00
G.	Other	\$1,640.00
H.	Total Direct Costs:	\$162,472.00
I.	Indirect Costs	\$23,473.00
J.	Total (Sum of H and I)	\$185,945.00

1.2. HHSC, in its sole discretion, may approve fund transfers between budget categories upon Grantee's written request. Grantee must seek written approval from HHSC prior to making any fund transfers. All requests must include a detailed explanation that supports the need for the fund transfer.

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2. FY 2024 Funding Allocation, Not to Exceed Amounts

No.	Funding Source	FY2024 Not to Exceed Amount
1	State General Revenue	\$130,165.00
2	Money Follows the Person – Housing Navigator (Sept. – Dec. 2023)	\$13,516.00
3	Money Follows the Person – Local Contact Agency (Sept. – Dec. 2023)	\$3,366.00
4	Medicare Improvements for Patients and Providers	\$8,358.00
5	Promoting Independence	\$13,414.00
6	State General Revenue – Respite	\$17,127.00
	Total FY 2024 Not to Exceed Amount	\$1,852,963.00

- 2.1 Grantee may expend funds only up to the amount specified in the NFA for each funding source. The funding above is not available to Grantee until an NFA is issued and returned to HHSC with Grantee's signature.

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Certificate Of Completion

Envelope Id: A431797D1B8847B69B8AEEEE7FEE8EF69

Status: Completed

Subject: Amending \$1,210,235.55; HHS000270200019; Coastal Bend Council of Governments A8; HHSC/CS/OADRC

Procurement Number:

Source Envelope:

Document Pages: 44

Signatures: 3

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS_DocuSign@hhsc.state.tx.us

IP Address: 168.60.253.53

Record Tracking

Status: Original

8/12/2023 12:04:46 AM

Holder: Texas Health and Human Services
Commission

PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Texas Health and Human Services
Commission

Location: DocuSign

Signer Events

Veronica Toomey

veronica@fin.cbco98.org

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:
Veronica Toomey
880030642707424...Signature Adoption: Pre-selected Style
Using IP Address: 97.105.204.250**Timestamp**Sent: 8/12/2023 6:53:00 PM
Resent: 8/22/2023 9:48:53 PM
Resent: 8/22/2023 9:49:28 PM
Resent: 8/22/2023 9:50:01 PM
Resent: 8/23/2023 9:50:58 PM
Resent: 8/23/2023 9:51:04 PM
Viewed: 8/24/2023 7:46:28 AM
Signed: 8/24/2023 8:30:30 AMElectronic Record and Signature Disclosure:
Not Offered via DocuSign

Haley Turner

haley.turner@hhs.texas.gov

Deputy Executive Commissioner

Security Level: Email, Account Authentication
(None)DocuSigned by:
Haley Turner
E73A7F0287479...Signature Adoption: Pre-selected Style
Using IP Address: 162.197.24.197
Signed using mobileSent: 8/24/2023 8:30:33 AM
Viewed: 8/24/2023 8:38:12 AM
Signed: 8/24/2023 8:38:23 AMElectronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events**Status****Timestamp**

HHSC Aging and Disability Resource Centers
(ADRC Help)

adrc.help@hhs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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La Shonte McKinney

LaShonte.McKinney@hhs.texas.gov

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Viola Monreal

viola@cbcogaaa.org

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete

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Payment Events**Status****Timestamps**

**HHSC CONTRACT NO. HHS000270200019
AMENDMENT NO. 8**

ATTACHMENT F
Health and Human Services Contract Affirmations
(Version 2.2)

HEALTH AND HUMAN SERVICES
Contract Number HHS000270200019
Attachment F CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

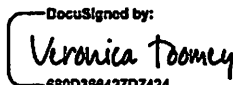
Authorized representative on behalf of Contractor must complete and sign the following:

Coastal Bend Council of Governments

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:

650D36842707424

August 24, 2023

Signature of Authorized Representative

Date Signed

Veronica Toomey

Interim Executive Director

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

2910 Leopard Street

Corpus Christi, Texas 78408

Physical Street Address

City, State, Zip Code

P O Box 9909

Corpus Christi, Texas 78469-9909

Mailing Address, if different

City, State, Zip Code

361-883-5743

361-883-5749

Phone Number

Fax Number

veronica@fin.cbco98.org

361-883-5749

Email Address

DUNS Number

veronica@fin.cbco98.org

832334234

Federal Employer Identification Number

Texas Identification Number (TIN)

741586230

1741586230

Texas Franchise Tax Number

Texas Secretary of State Filing
Number

XYL3BD6EM#D9

SAM.gov Unique Entity Identifier (UEI)