

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

Board of Directors' Meeting

March 22, 2024 at 2:00pm

CBCOG OFFICE 2910 LEOPARD ST.

JOHN BUCKNER CONFERENCE ROOM

CORPUS CHRISTI, TEXAS

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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. The Honorable David Krebs, San Patricio County Judge, 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.

Zoom Link: <https://zoom.us/j/96714087606?pwd=K0xEYtIVZFhSL1k5NnFMMzRQazlkQT09>

Meeting ID: 967 1408 7606

Passcode: 226099

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1. Call to Order/Roll Call
 2. Approval of Minutes of the February 23, 2024 Meeting
 3. Treasurer's Report
 4. Items Requiring Action by the CBCOG's Board of Directors
 - A. HOMELAND SECURITY ADVISORY COMMITTEE
 - B. ADVISORY COUNCIL ON AGING
 5. Announcements and Non-Action Items
 1. Token of appreciation for Board of Directors' Past Chairman Commissioner Margie Gonzalez
 2. American Flood Coalition Local Elected Leaders Summit on Flooding & Sea Level Rise, May 20-22, 2024, Washington, D.C.
 6. Approval of Treasurer's Report
 7. Adjourn
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PLEASE HAVE THIS PACKET FOR THE MEETING

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments (CBCOG)
FROM: The Honorable David Krebs, San Patricio County Judge, Chairman
DATE: March 13, 2024
SUBJECT: Resolutions and Supporting Material for the March 22, 2024, CBCOG Meeting

A. HOMELAND SECURITY ADVISORY COMMITTEE

RESOLUTION NO. 4084

A RESOLUTION AUTHORIZING THE FUNDING ALLOCATION FOR THE FY 2025 STATE HOMELAND SECURITY GRANT FUNDS IN THE COASTAL BEND REGION. (Attachment A-1)

B. ADVISORY COUNCIL ON AGING

RESOLUTION NO. 4085

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT AGREEMENT FOR FY2024 - FY2027 WITH THE FOLLOWING CONTRACTOR: SAENZ HOME HEALTH SERVICES, INC. TO PROVIDE SUPPORTIVE SERVICES FOR RESPITE IN-HOME, PERSONAL ASSISTANCE AND RESIDENTIAL REPAIRS AS ONE OF THE CONTRACTORS THAT WILL BE PART OF THE AREA AGENCY ON AGING'S CONTRACTORS PURCHASE POOL FOR THE PROVISION OF SUPPORTIVE SERVICES FOR TARGETED OLDER PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING MARCH 1, 2024 THROUGH SEPTEMBER 30, 2027. (Attachment B-1)

RESOLUTION NO. 4086

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE CONTRACT AGREEMENTS AND CONTRACT EXTENSIONS EXTENDING FROM FISCAL YEAR OCTOBER 1, 2023, TO CURRENT CONTRACT AGREEMENTS WITH LOCAL SERVICE PROVIDER NUECES COUNTY FOR THE PROJECT PERIOD OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2027, SUPPORTING OLDER AMERICAN'S ACT NUTRITION PROGRAMS IN THE PLANNING AMOUNT OF \$3,159,509. (Attachment B-2)

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4084**

**A RESOLUTION AUTHORIZING THE FUNDING ALLOCATION FOR THE FY 2025
STATE HOMELAND SECURITY GRANT FUNDS IN THE COASTAL BEND REGION.**

WHEREAS, the state of Texas will distribute grant funds from the Office of the Governor (OOG) Public Safety Grant Division for immediate purchases by local jurisdictions to support the region and to better prevent and prepare for potential terrorist incidents; and

WHEREAS, the Office of the Governor has requested each region to be prepared to allocate and spend this money; and

WHEREAS, the exact amount for allocation is unknown; therefore, an estimate of expected funds is allocated and the jurisdictions receiving funds be provided; and

WHEREAS, on March 13, 2024, the Homeland Security Advisory Committee (HSAC) discussed submitted projects and forwarded attached recommendations; and

NOW THEREFORE, BE IT RESOLVED that the Coastal Bend Council of Governments concurs in the above recommendation of its HSAC, and hereby authorizes submission of the allocation plan to the OOG.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of March, 2024.

The Honorable Judge David Krebs, Chairman

ATTEST:

Mr. Peter Collins, Secretary

Grant Number	Project Title	Grantee Name	Capability	Current OOG Budget Amount	LETPA 35%	Regular	Score	Recommended Funding
2966610	Regional Planning	Coastal Bend COG	Planning	\$ 312,841.00		\$ 312,841.00	76.8	\$ 312,841.00
5114901	Response Vehicles	Corpus Christi, City of	Interdiction and Disruption	\$ 109,507.75	\$ 109,507.75		63.8	\$ 109,507.75
5105601	CCPD Bomb Detection Equipment	Corpus Christi, City of	Interdiction and Disruption	\$ 261,826.00	\$ 261,826.00		58.0	\$ 64,541.85
5121501	CCFD Ambus Equipment	Corpus Christi, City of	Public Health, Healthcare, and Emergency Medical	\$ 50,299.88		\$ 50,299.88	48.8	
5102501	Bomb Squad Equipment- Xray	Corpus Christi, City of	Interdiction and Disruption	\$ 195,567.11	\$ 195,567.11		48.1	
5082101	Mobile Radio Upgrade/Replacement	Alice, City of	Operational Communications	\$ 76,658.40		\$ 76,658.40	47.6	
5012101	FY24 City of Orange Grove HSGP Soft Target Project	Orange Grove, City of	Physical Protective Measures	\$ 85,108.00		\$ 85,108.00	45.4	
4981401	SWAT Protective Equipment	Corpus Christi, City of	Interdiction and Disruption	\$ 165,225.00	\$ 165,225.00		44.9	\$ 15,058.47
5119601	CCFD Hazmat Equipment	Corpus Christi, City of	Threats and Hazards Identification	\$ 58,831.23		\$ 58,831.23	31.4	
5108801	Enhancement of Special Response Team CBRNE/HAZMAT	Alice, City of	Screening, Search, and Detection	\$ 66,249.33		\$ 66,249.33	22.7	
5102701	Sustain and Enhance Hazardous Material Equipment	Alice, City of	Environmental Response/Health and Safety	\$ 48,277.80		\$ 48,277.80	21.2	
5147301	Kenedy's Soft Target Enhancement	Kenedy County	Screening, Search, and Detection	\$ 140,000.00	\$ 140,000.00		12.1	
				\$ 1,570,391.50	\$ 872,125.86	\$ 698,265.64		\$ 501,949.07
				Planning Amount	At least	No more Than		
				\$501,949.07	\$125,487.27	\$376,461.80		

Based on funding assumption, the HSAC recommends funding Grant Numbers 2966610, 5114901, fully. Partial funding of Grant numbers 4981401, and 5105601 and full funding of all projects should funds become available.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4085**

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT AGREEMENT FOR FY2024 - FY2027 WITH THE FOLLOWING CONTRACTOR: SAENZ HOME HEALTH SERVICES, INC. TO PROVIDE SUPPORTIVE SERVICES FOR RESPITE IN-HOME, PERSONAL ASSISTANCE AND RESIDENTIAL REPAIRS AS ONE OF THE CONTRACTORS THAT WILL BE PART OF THE AREA AGENCY ON AGING'S CONTRACTORS PURCHASE POOL FOR THE PROVISION OF SUPPORTIVE SERVICES FOR TARGETED OLDER PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING MARCH 1, 2024 THROUGH SEPTEMBER 30, 2027.

WHEREAS, the strategies relating to the provision of Respite in-Home, Personal Assistance and Residential Repairs supportive services (totaling approximately \$77,610 of Title III-B Supportive Services funds, \$36,043, in Title III-E Supportive Program funds, \$10,000 in State General Revenue funds III-E Match, \$55,000 in American Rescue Plan (ARP) Title III-B funds, \$20,000 in ARP III-E funds, \$32,425 in PY Title III-B funds, \$17,977 in PY Title III-E funds, \$6,226 in PY ARP III-E funds for a total \$255,281 in Supportive Services for Respite in-Home, and Personal Assistance and \$310,382 in Residential Repairs for a grand total of \$565,663) through a contractor's direct purchase pool which are part of the approved Area Agency on Aging's Action Plan for Fiscal Years 2024 - 2027; and

WHEREAS, the Area Agency on Aging solicited applications for membership in a contractor's purchase pool with contracts ending in FY 2027 for the purpose of purchasing in-home and other supportive services for targeted elderly persons in an eleven-county area; and

WHEREAS, these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including personal assistance, respite in-home, respite out-of-home, respite out-of-home overnight, respite voucher, adult day care, summer camp respite and other supportive services; and

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments authorizes its Interim Executive Director signed contract agreement with Saenz Home Health Services, Inc. to provide supportive services, contractor will become part of the Area Agency on Aging's contractor purchase pool for the provision of various supportive services for targeted older persons in the eleven county Coastal Bend Area effective March 1, 2024.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of March 2024.

The Honorable Judge David Krebs, Chairman

ATTEST:

Mr. Peter Collins, Secretary



COASTAL BEND
COUNCIL OF GOVERNMENTS



AREA AGENCY ON AGING OF THE COASTAL BEND CONTRACTOR AGREEMENT FFY2024-FFY2027

Saenz Home Health Services, Inc., 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 **March 1, 2024 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 Disability 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:

1. 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.

(1) Service: Respite - In Home

(a) Service Definition: Temporary services provided to an eligible dependent care recipient for the relief of a caregiver. Services are provided in the eligible caregiver's home or the home of the care recipient on a short term, temporary basis while the primary caregiver is unavailable or needs relief.

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

(c) An eligible Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through the Consumer Needs Evaluation (CNE); or

- require substantial supervision due to a cognitive or other mental impairment which causes them to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

- a CNE is required per Area Agency on Aging Policies and Procedures Manual (AAAPPM), Section D-1040.

(d) Unit of Service: Hours. A partial hour may be reported to two decimal places, e.g. 0.25 hours.

(e) Service Area: Refer to DPS Application for listed service areas.

(2) Service: Personal Assistance

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

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

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

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(d) Service Area: Refer to DPS Application for listed service areas.

(3) Service: Residential Repair

(a) 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.

(b) 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. Exception: (Appliances only may be purchased via a delegated purchase with a threshold of \$3,000. Any purchase over this amount requires HHS written approval.) Note: Caregivers may serve more than one care recipient, resulting in more units of service than the number of unduplicated persons.

(c) Service Area: Refer to DPS Application for listed service areas.

(4) Service: Health Maintenance

(a) 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:

- * Art and dance –movement therapy.

- * Programs in prevention or reduction of the effects of chronic disabling conditions.

- * Alcohol and substance abuse.

- * Smoking cessation.

- * Weight loss and control.

- * 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 an 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.

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

(c) Service Area: Refer to DPS Application for listed service areas.

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

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

d. Targeting: AAACB 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.

e. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate) *	Variable Rate (identify range)	Cost Reimbursement
Respite In-Home	\$ 25.00		Current charges
Personal Assistance	\$ 25.00		Current charges
Residential Repair		Variable Rate	
Health Maintenance		Variable Rate	

*Fixed Rates entered here must agree with Application Section.

2. TERMS OF AGREEMENT

a. The Contractor agrees to:
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(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.

- 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.

- 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.

- 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.

- Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).

- Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.

- 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.

- Maintain communication and correspondence concerning program participants' status.

- Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.

- 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.

- 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 saves 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.

3. ASSURANCES

a. The Contractor shall comply with:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*).

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

(3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*).

(4) Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107).

(5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).

(6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq*).

(7) Drug Free Workplace Act of 1988.

(8) Texas Senate Bill 1 - 1991, as applicable.

(9) HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

(10) HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement.

(11) 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.

(12) 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.

(13) HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs.

(14) HHSC Uniform Terms and Conditions.

4. 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.

5. 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. (Only needed for For-Profit Organizations.)

(f) W-9.

(g) Audit Certification Form – N/A (only for Non-Profit Organizations).

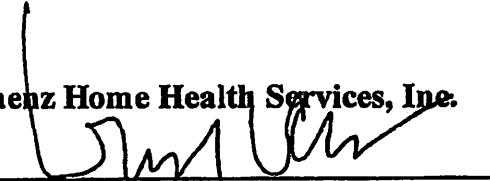
(h) Conflict of Interest Form.

6. SIGNATURES

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For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective March 1, 2024 and ending September 30, 2027.

Saenz Home Health Services, Inc.


Authorized Contractor Signature

David Ochoa

Print Name

Administrator

Title

2/14/24
Date



Authorized Signature

Veronica A. Toomey
(Interim) Executive Director

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

3/4/2024
Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4086**

A RESOLUTION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE CONTRACT AGREEMENTS AND CONTRACT EXTENSIONS EXTENDING FROM FISCAL YEAR OCTOBER 1, 2023, TO CURRENT CONTRACT AGREEMENTS WITH LOCAL SERVICE PROVIDER NUECES COUNTY FOR THE PROJECT PERIOD OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2027, SUPPORTING OLDER AMERICAN'S ACT NUTRITION PROGRAMS IN THE PLANNING AMOUNT OF \$3,159,509.

WHEREAS, the planning budget for region-wide nutrition programs was based on actual Fiscal Year 2023 funding for each service area less ten percent to take into account projected funding cuts for Fiscal Year 2024 from Title III Older Americans Act Funds, State General Revenue and Nutrition Services Incentive Program (NSIP) funds; and

WHEREAS, service providers' 2024 budget work papers and unit rate calculation forms for Fiscal Year 2024 were received and reviewed (based on FY2023 funding levels less ten percent and estimated NSIP funds for FY24 based on estimated meals served during FY2023) and that reflected updated 2023 performance objectives, budgets and unit rates relating to nutrition and supportive services for persons sixty years of age and over in the eleven county Coastal Bend Region; and

WHEREAS, when actual funding awards for Fiscal Year 2024 are received from the Texas Health and Human Services, contracts and annual spending benchmarks will be adjusted accordingly; and

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments recommends its Interim Executive Director to finalize negotiations and execute Fiscal Year 2024 contract agreement with local service provider for the project period October 1, 2023, through September 30, 2027, for the use of Title III Older Americans Act, State General Revenue and Nutrition Services Incentive Program funds in the planning amount of \$3,159,509.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 22nd day of March 2024.

The Honorable Judge David Krebs, Chairman

ATTEST:

Mr. Peter Collins, Secretary



COASTAL BEND
COUNCIL OF GOVERNMENTS

**AREA AGENCY ON AGING OF THE COASTAL BEND
CONTRACTOR AGREEMENT
FFY2024-FFY2027**

Nueces County, hereinafter referred to as Sub-Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAA-CB), hereinafter referred to as AAA-CB/Sub-Contractor, do hereby agree to provide services effective beginning October 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 AAA-CB'S Coastal Bend Aging and Resource Center, services are provided to persons of all ages with disabilities and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance Guidelines.

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

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

I. SCOPE OF SERVICES

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

Service: Congregate Meal

Service Definition: A hot or other appropriate meal served to an eligible older person in a congregate setting. (AAAPPM Chapter F)

Unit of Service: One Meal

Service Area: Rural Nueces County (Excludes City of Corpus Christi)

Service: Home Delivered Meal

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

Unit of Service: One Meal

Service Area: Rural Nueces County (Excludes City of Corpus Christi)

Service: Transportation – Demand Response

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

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

Unit of Service: One, one-way trip

Service Area: Rural Nueces County (Excludes City of Corpus Christi)

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

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

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

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meal	\$8.80		
Home Delivered Meal	\$6.46		
Transportation – Demand Response	\$5.80		

II. TERMS OF AGREEMENT

A. The Sub-Contractor agrees to:

- 1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.**
- 2. Submit 'Client Roster/Driver Log' documentation as required by the AAA-CB by the 2nd day of the month. Submit 'Sub-Contractor Invoice' on the close of business on the 5th day of each month following the last day of the month in which services were provided.**
 - a. If either the 2nd or 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 Sub-Contractor payment invoices and supporting documentation are not correct and submitted to the AAACB within 30 calendar days of the month following the month in which services were provided.**
 - c. Any concerns regarding discrepancies between the invoiced services and payment must be made within 45 calendar days after payment is mailed.**
- 3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Sub-Contractor's financial reports. AAA-CB does not require such contributions to be forwarded to the AAA-CB. Program participant contributions (program income) will be reported monthly, as required, to the AAA-CB. Sub-Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.**
- 4. Refer Medicaid eligible older individuals to the Health and Human Services Commission, and/or the Medicaid participating suppliers/contractors for the purpose of securing appropriate services, as applicable.**
- 5. Notify the AAA-CB within 24 hours if, for any reason, the Sub-Contractor becomes unable**

- to provide the service(s).
6. Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.
 7. Provide the AAA-CB, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses.
 8. Maintain communication and correspondence concerning program participants' status.
 9. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
 10. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA-CB. The records and documents shall be kept for a minimum of seven years after close of Sub-Contractor's fiscal year.
 11. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA-CB staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Sub-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. Sub-Contractor acknowledges it is an independent provider, **NOT** an agent of the AAA-CB. Sub-Contractor must immediately notify the AAA-CB if the Sub-Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA-CB.
4. Employees of the Sub-Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

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

1. Review program participant intake, assessment forms and any other required forms completed by Sub-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 Sub-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 Sub-Contractor as requested and as available.
5. Conduct quality-assurance procedures, which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA-CB's receipt of funds authorized for this purpose from HHSC, reimburse the Sub-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 Sub-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 Sub-awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- L. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

IV. FOCAL POINT DESIGNATION

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

V. CONTRACT ATTACHMENTS

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

VI. SIGNATURES

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

Nueces County

Connie Scott
Authorized Contractor Signature

Connie Scott

Print Name

Nueces County Judge

Title

2/21/2024
Date

Veronica A. Toomey
Authorized Signature

Veronica A. Toomey(Interim) Executive DirectorCoastal Bend Council of Governments

P. O. 9909

Corpus Christi, Texas 78469

3-4-2024
Date



ATTEST:

BY:

Kara Sands
Kara Sands, County Clerk

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

HHS has the right 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 A. Toomey
 NAME: **VERONICA A. TOOMEY**
 TITLE: **(INTERIM) EXECUTIVE DIRECTOR**
 DATE: 3-4-2024

SUBCONTRACTOR
 SIGN: Carrie Scott
 NAME: **Nueces County**
 TITLE: **Nueces County Judge**
 DATE: 2/21/2024



ATTEST:

BY

Kara Sands
 Kara Sands, County Clerk