



COMMISSIONER
Jon Weizenbaum

September 27, 2013

Certified Mail – 7011-2000-0001-9792-3976 Return Receipt Requested

Michael Morris
City of Corpus Christi
Senior Community Services
P.O. Box 9277
Corpus Christi, TX 78469

Re: Approval of Amendment Number 11-7 for Contract Number(s) 167400 Home Delivered Meals.

Dear Mr. Morris:

Enclosed is an original signed contract amendment from the Department of Aging and Disability Services (DADS), along with other information regarding an amendment for the above-referenced program(s). The effective date for this amendment is October 1, 2013.

If you have any questions about your Home Delivered Meals contract in Region 11 or any questions regarding this letter, please contact Teresa Saenz, Contract Manager at 956-316-8141.

Sincerely,

A handwritten signature in blue ink that reads "Teresa Saenz".

Teresa Saenz
Contract Manager
Contract Division

Enclosures

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2013 SEP 33 A 10:19

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State of Texas
Travis County

Community Services Contract Amendment

Section 1. Contractor Information

Legal Name of Entity (Contractor)	Contract No.	Contract Type
City of Corpus Christi	167400	CCAD HDM
Doing Business As (d/b/a) Name, if applicable	Amendment No.	Region No.
Senior Community Services	11-7	11
Address of Contractor (street, city, state, ZIP)	Waiver Contract Area	Component Code
P.O. Box 9277, Corpus Christi, TX 78469	Nueces	HCS

Section 2. Introduction

This amendment to the contract number referenced above (the "contract") is entered into by the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

Section 3. Amendment Modifications

The parties agree that each marked provision below is hereby added to the contract as though it was set out word-for-word in the contract.

- The following counties local authorities are added to the contract.

- The following counties local authorities are deleted from the contract.

- Attachment A (relating to covered counties) is incorporated into the contract and represents the full listing of counties served as a result of this amendment.

- The attached *Form 3691-A, Service Area Designation HCS, TxHmL, CDS and TAS*, is incorporated into the contract and replaces the Contractor's previously submitted *Form 3691-A*.

- Attachment B (relating to Home Delivered Meals) is incorporated into the contract and represents the new Home Delivered Meals provisions as a result of this amendment.

- Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program and all federal and state health care programs. The Contractor agrees to search monthly the U.S. Department of Health and Human Services Office of the Inspector General (HHS-OIG) and Health and Human Services Commission-Office of the Inspector General (HHSC-OIG) List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. The Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

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Section 3. Amendment Modifications (continued)

- Contractor agrees that in accordance with 42 CFR §455.23, the Department shall suspend all Medicaid payments to the Contractor upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.
- Contractor agrees that except as provided in the paragraphs below, the Contractor must not use the Department's name, the state of Texas or refer to the Department or the state directly or indirectly in any media release, public announcement or public disclosure relating to this contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to the Department, an administrative agency of the state of Texas, or a governmental agency or unit of another state or the federal government).

The Contractor may publish, at its sole expense, results of Contractor performance under this contract with the Department's prior review and approval, which the Department may exercise at its sole discretion. Any publication (written, visual or sound) will acknowledge the support received from the Department and any federal agency, as appropriate. The Contractor will provide the Department at least three copies of such publication prior to public release. The Contractor will provide additional copies at the request of the Department.

The Contractor may include information concerning this contract's terms, subject matter and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

- Contractor agrees that as part of its contract with the Department, Contractor may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

Contractor must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this contract, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.

Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing the disclosure if:

1. Contractor experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
2. Contractor experiences a breach of unsecured protected health information, as 45 CFR §164.402 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR §164.404.

The Department may, at its discretion, waive Contractor's payment of expenses associated with the Department doing the disclosure.

- Other

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Section 4. Effective Date

This amendment is effective October 1, 2013.

Section 5. Terms Remain in Effect

The parties agree that all other provisions of the contract shall remain in effect and govern except to the extent modified in this amendment.

Section 6. Amendment Execution

The Department and Contractor have each caused this amendment to be signed by their respective representative.

**Department of Aging
and Disability Services**

City of Corpus Christi



Signature—Department Representative

9-24-13

Date



Signature—Contractor Representative

9/13/13

Date

Paul T. Ebrom
Name of Department Representative (Print or type)

Michael Morris
Name of Contractor Representative (Print or type)

Community Services Regional Director
Title of Department Representative (Print or type)

Director, Parks & Recreations
Title of Contractor Representative (Print or type)

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**Community Services Contract Amendment
Attachment A – Covered Counties**

Type of Contract CCAD HDM	Contract No. 167400	Amendment No. 11-7	Region No. 11
Legal Name of Contractor City of Corpus Christi			
Contact Person Elsa Munoz			Area Code and Telephone No. 361-880-3150

The counties listed below, effective with this amendment, are covered by the contract.

These counties are on file with the DADS Home and Community Support Services licensing division for the appropriate category of licensure and are located in the DADS region specified above.

County Name	County Name	County Name
Nueces (178)		

Date Form Completed: 9-4-13

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Community Services Contract Amendment Attachment B – Home Delivered Meals

Type of Contract	Contract No.	Amendment No.	Region No.
CCAD HDM	167400	11-7	11
Legal Name of Contractor			
City of Corpus Christi			
Contact Person			Area Code and Telephone No.
Elsa Munoz			361-880-3150

Each marked provision below is included in this attachment.

- Contractor will provide 47,723 units of Title XX Community Care for the Aged and Disabled/Home Delivered Meals for the period October 1, 2013 through September 30, 2014 (budget period). The approved budget for each meal is \$4.95, and the approved budget for the budget period is \$236,228.85. The approved budget is reflected in the attached *Form 2029, Information Worksheet, Purchase of Services Contract*, which is incorporated into this amendment. The geographical area covered by the contract is Nueces, Texas.
- Contractor will provide Title XIX Community Based Alternatives/Home Delivered Meals for the period _____ through _____ (budget period). The Title XIX meals will be paid at the rate of \$ _____ per unit. The geographical area covered by the contract is _____, Texas.
- Contractor will serve or deliver meals in alternate format (frozen, chilled or shelf-stable) on fewer than five days per week. The alternate delivery terms for the period October 1, 2013 through September 30, 2014 are described in the attached *Form 2027, Home Delivered Meals FFY 2014 Waiver Description*, which is incorporated into this amendment.

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Initials-Contractor Representative

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**Information Worksheet
Purchase of Service Contract**

Contract/Vendor Number 167400

Region Number 11	County Number 178
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SECTION I — CONTRACTOR DATA

Legal Name City of Corpus Christi		Contract Effective Date 10/01/2013	
Commonly Used Name (if different) Senior Community Services		Contract Termination Date Open-Ended	
Address (Street, City, State, Zip) P.O. Box 9277, Corpus Christi, Texas 78496		Area Code and Telephone Number (361) - 880-3150	
Person Authorized to Sign Contract Michael Morris		Title Director, Parks & Recreation	Ownership <input checked="" type="checkbox"/> Public <input type="checkbox"/> Non-profit <input type="checkbox"/> Profit
Charter Number	Employer ID Number 17460005471	Contract Person Elsa Munoz	Title Superintendent
		Area Code and Telephone Number (361) - 880-3150	

SECTION II — SUMMARY OF PAYMENT (Enter estimated information in this section.)

Effective Payment Dates	Budget Name	Budget Number	Unit Rate	Estimated Number Eligible Units	Estimated Local Funds	Estimated DADS Funds	Estimated Budget Amount
10/01/13 - 09/30/14	Title XX	01	4.95	47,723	\$0.00	236,228.85	236,228.85
Estimated Contract Total					\$0.00	\$236,228.85	\$236,228.85
Percent of Contract					0	100%	

SECTION III — SERVICE

Program Activity Name Long Term Care - Community Care for the Aged and Disabled	Code 7
Service Activity Name Home Delivered Meals	Code 25

SECTION IV — CLIENT DATA

1. Client Categories to be Served (check all that apply) <input checked="" type="checkbox"/> Current TANF <input checked="" type="checkbox"/> Current SSI <input type="checkbox"/> NPA Food Stamp Recipient <input checked="" type="checkbox"/> MAO Income Eligible <input checked="" type="checkbox"/> Other Income Eligible <input type="checkbox"/> Without Regard to Income <input type="checkbox"/> Ineligible	
2. Total Number of Client to be Served <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month	3. Number of Eligible Clients to be Served <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month
4. Unit of Service Meals	5. Units of Service to All Clients 118,663
6. Number of Units of Service to Eligible Clients 47,723	
7. Geographical Area Served Nueces County (City of Corpus Christi)	8. Goals (check all that apply) <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input checked="" type="checkbox"/> IV <input type="checkbox"/> V
9. Basis of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Unit Rate <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Schedule	
10. Estimated Amount of Co-Pay (day care and family planning only): N/A	

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Home-Delivered Meals
FFY 2014 Waiver Description

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Name of Legal Entity City of Corpus Christi		Director/Program Manager Michael Morris/Elsa Munoz	
Mailing Address 1201 Leopard Street		City Corpus Christi	State Texas
		ZIP 78401	

Funding Source: (Check all that apply.) Title III AAA Name Coastal Bend Area Agency on Aging Title XIX Title XX

Common provider? (See form instructions.) Yes No

This waiver description will be in effect for the period 10/01/2013 to 9/30/2014 (federal fiscal year (FFY) 2014).

What areas or locations will the waiver cover?

Corpus Christi city limits.

How many days per week will the provider deliver meals to an individual? (See minimum requirement in form instructions.) 5

For how many days per week will the provider deliver the following alternate meals to an individual? 1 frozen 1 chilled * shelf-stable

How will food be kept frozen or chilled, as appropriate, while being transported?

Insulated ice chests with ice to maintain temperature.

How many days per week will the provider contact an individual, including the day of meal delivery? (See minimum requirement in form instructions.)

5

Explain how the provider will contact an individual.

Daily contact with the meal delivery driver and written notification delivered by the meal delivery driver. The driver will notify them the day before alternate meals will commence and also provide the client with written notification. The menu is also provided to the clients to indicate the type of meal to be served. Holidays are noted on the calendar in addition to the written notification the client receives. *Shelf Stable meals will be served during periods of natural or man-made disasters (Hurricanes; tomados; floods; power outages; etc.) and will be contacted by telephone if the delivery driver is unable to deliver the meal.

What is the estimated average number of individuals to whom the provider will deliver hot and alternate meals each week? 550

What percent is this of the total number of individuals to whom the provider delivers meals each week? 100%

What is the shortest distance from the meal preparation site to an individual to be served under the waiver? 1/4 mile

1. Describe the circumstances necessitating this waiver. (See form instructions for examples.)

Chilled meals are served twice a month to all home delivered meal clients as per the approved menu plan. Frozen meals are delivered in accordance with the service plan specifying weekend meals for Title IX and Title XX clients. Frozen meals for the Title III clients are served on a case by case basis upon request and/or Outreach Worker's recommendation. Shelf Stable meals will be served during periods of natural or man-made disasters (Hurricanes; tomados; floods, power outages; etc.) and will be contacted by telephone if the delivery driver is unable to deliver the meal.

2. Alternate meals delivery and individual's eligibility.

A. Describe how the provider will ensure alternate meals are delivered to an individual who is not home to receive the hot and alternate meals on a scheduled delivery day.

Clients are encouraged to notify the office to coordinate delivery of hot and alternate meals by making a cancellation on days they will not be home. This process allows for the hot and alternate meal to be delivered the day before the regularly scheduled delivery. If the client is not at home when the delivery attempt is made then the driver notifies the office to initiate communication with the client and/or their designated emergency contact. If the client is reached then arrangements are made to make a second delivery on the scheduled date of delivery. If we are unable to make contact with the client or the emergency contact then the delivery attempt is reflected as a "no show".

B. Describe how the provider will ensure that a service claim is not submitted for alternate meals delivered to an individual for consumption on days DADS has determined the individual is ineligible for services or has suspended the individual's services.

Detailed Client Meal Delivery Route Sheets clearly indicate eligible clients to be served hot and alternate meals (color coded). An internal legend is used to indicate days of alternate deliveries for those eligible clients. The Meal Delivery Route Sheets are continuously reviewed and updated as per DADS Caseworker notifications and the SCS Accounting Technician to insure that those clients who are on the route sheets are eligible for service. Upon proper notification from DADS Caseworkers is provided regarding a client's suspension or ineligible status is received in a timely manner then the service claim will not be submitted to DADS. Client eligibility verification via the MERSAV system. Client status notifications from DADS caseworkers are frequently delayed and meals are delivered. However, those claims are rejected if a client who was suspended or is no longer eligible for service is processed for billing.

Assurances

In submitting this waiver description to the Texas Department of Aging and Disability Services (DADS), Access and Intake Division, the entity requesting this waiver assures continuing compliance under the waiver with the following requirements.

1. If a common provider, the waived service description is the same for all funding sources – Title III, Title XIX, and Title XX.
2. The home-delivered meals provider has established policies and procedures to ensure:
 - a. An individual eligible to receive home-delivered meals is not denied services on the basis of the individual's inability to safely store and prepare a frozen or shelf-stable meal.
 - b. Significant changes in an individual's physical or mental condition or environment are reported in accordance with Title 40, Texas Administrative Code (TAC) §55.29 and §85.302(n)(1)(D)(iii).
 - c. The provider and every individual affected by the waiver has sanitary and safe conditions for storage, thawing and preparation of the meal (40 TAC §55.21(1), §85.302(k)(1) and §85.302(n)(1)(D)(i)).
 - d. The meal can be safely handled by an individual affected by the waiver, or by another available person if the individual is unable to do so (40 TAC §55.21(2) and §85.302(k)(2)).
 - e. All frozen meals are safely packaged and transported by the provider (40 TAC §55.23 and §85.302(l)-(m)).
 - f. Compliance with 25 TAC, Chapter 229, Subchapter K, concerning Texas Food Establishments, Texas Department of State Health Services rules, to ensure all potentially hazardous foods are: properly frozen and stored (25 TAC §229.164(l) and (o)); prepared, stored and clearly marked using calendar dates (25 TAC §229.164(o)(6)); cooled quickly within two hours to 70 degrees Fahrenheit, and to 41 degrees Fahrenheit in an additional four hours, not to exceed a total of six hours (25 TAC §229.164(o)(4)(A) and (B)); and remain frozen until ready for the thawing or cooking process (25 TAC §229.164(o)(1)-(3)).
3. In the event an individual becomes ineligible for the Home-Delivered Meals Program for any reason (that is, loss of eligibility, relocation, nursing home placement, death) and the provider has requested payment for meals delivered past the date of the individual's ineligibility, the provider will reimburse the AAA or DADS for all such meals for which it has received payment.

City of Corpus Christi – Parks & Recreation Department
Senior Community Services Division

Legal Name of Provider

Michael Morris

Printed/Typed Name – Signature Authority

Michael Morris

Signature – Signature Authority

08/12/2013

Date

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