

**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	
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
10/01/2014-09/30/2015	Title XX	01	4.95	46,291	\$0.00	229,140	229,140
Estimated Contract Total					\$0.00	229,140	229,140
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 125,560	6. Number of Units of Service to Eligible Clients 46,291
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		

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	11-8	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, 2014.

**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**



9-11-14



8/27/14

Signature-Department Representative

Date

Signature-Contractor Representative

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 & Recreation

Title of Contractor Representative (Print or type)

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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	11-8	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 46,291 units of Title XX Community Care for the Aged and Disabled/Home Delivered Meals for the period October 1, 2014 through September 30, 2015 (budget period). The approved budget for each meal is \$4.95, and the approved budget for the budget period is \$229,140. 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, 2014 through September 30, 2015 are described in the attached *Form 2027, Home Delivered Meals FFY 2015 Waiver Description*, which is incorporated into this amendment.

*MM*

Initials-Contractor Representative

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