



c. Services & Reimbursement Methodology:

Service	Fixed Rate (Include Rate)
Evidence-Based Intervention with service authorization from AAACAP staff (includes home visits, telephone support, service coordination, documentation and other activities related to care planning and oversight)	52.00 per hour
AAACAP CAPABLE Team Meetings	52.00 per hour
New Vendor Hire CAPABLE JHU Training	52.00 per hour
CAPABLE Care Partner Training	52.00 per hour
RN live Office Hours with JHU - 2 per month	52.00 per hour
Mileage as allowed	0.625 per mile

d. the maximum amount allowed for payment per fiscal year will not exceed: \$81,120 (\$52/hour x 30 hours/week x 52 weeks) for any one contractor for Registered Nursing Services.

**II. TERMS OF AGREEMENT**

a. The Contractor agrees to:

- i. Provide services in accordance with ST David’s Foundation, Capital Area Initiatives Foundation, the AAA Direct Purchase of Services Program, stated Scope of Services and current or revised CAPABLE Policies, licensure, training requirements, procedures and fidelity.
- ii. Submit billings with appropriate documentation as required by the CAPCOG/AAACAP by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
  - 1. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - 2. The AAA cannot guarantee payment of a reimbursement request received for less than 45 calendar days from the contractor payment invoices are received at CAPCOG.
  - 3. No reimbursement for services provided will be made if contractor payment invoices are not submitted to the CAPCOG/AAACAP within 45 days of service delivery.
- iii. Notify the CAPCOG/AAACAP CAPABLE Project Coordinator Director within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).

- iv. Maintain communication and correspondence concerning program participants' status to CAPABLE Team members (Grant Administrator, Program Administrator, Occupational Therapists, Registered Nurses and Home Repair Professional).
- v. 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 CAPCOG/AAACAP 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.
- vi. To abide by the terms and conditions as previously agreed and signed in the Data Usage Agreement (DUA) Attachment 1, Subcontractor Agreement Form, which is attached to this contract and on file at the Agency:
  - 1. **Data Use Agreement** The Health and Human Services (HHS) Data Use Agreement (DUA), Attachment 1, is hereby incorporated by reference and made therefore, a part of the Contract. The DUA, will, as of the effective date of this contract, govern the handling of "Confidential Information," as that term is defined in the DUA, under the Contract.
  - 2. **Liability** By signature and acceptance of this amendment and the Data Use Agreement, Contractor agrees to fully cooperate with the direction of the HHS and the Office of the Attorney General of Texas in any claim arising from a disclosure of information subject to this DUA. To the extent permitted by the Texas Constitution, laws and rules, Contractor will hold harmless CAPCOG/AAACAP and its workforce against all actual and direct losses, suffered by the Contractor and its workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, subcontractors, or agents or other members of its workforce, including, without limitation the costs of reasonable attorneys' fees, required notices and mitigation of a breach and any fines or penalties imposed on CAPCOG/AAACAP by any regulatory authority. Contractor will be solely responsible for any damages resulting from its disclosure of information made in violation of this DUA.
  - 3. **Insurance** Contractor either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover Contractor's liability arising under this DUA and under which policy CAPCOG/AAACAP is a beneficiary. Contractor shall identify the CAPCOG as an additional insured under any and all insurance policies used to satisfy this provision and provide proof that required insurance coverage is in effect, at the request of the Agency.

- vii. 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 CAPCOG/AAACAP. The records and documents will be kept for a minimum of five years after close of contractor's fiscal year.
  - viii. 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 CAPCOG/AAACAP staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
  - ix. If applicable, comply with the HHS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
- b. The Contractor further agrees:
- i. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
  - ii. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon receipt of funds.
  - iii. Contractor is an independent provider, NOT an agent of the CAPCOG/AAACAP. Thus, the Contractor indemnifies, saves and holds harmless CAPCOG/AAACAP against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the CAPCOG/AAACAP if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the CAPCOG/AAACAP.
  - iv. 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.
  - v. This contract may not be sub-contracted without express permission from CAPCOG.
  - vi. Contractor must submit to and be cleared with a Criminal Background Check conducted by CAPCOG.
- c. Through the Direct Purchase of Services program, the **Capital Area Council of Governments (CAPCOG) Area Agency on Aging of the Capital Area (AAACAP)** agrees to:
- i. Review program participant intake and assessment forms completed by the Contractor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.

- ii. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
- iii. Maintain communication and correspondence concerning the program participants' status.
- iv. Provide timely technical assistance to Contractor as requested and as available.
- v. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
- vi. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
- vii. Contingent upon the CAPCOG/AAACAP's receipt of funds authorized for this purpose from HHS, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the CAPCOG/AAACAP's receipt of Contractor's invoice.

### 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 and Nutrition Act 01'2008 (7 U.S.C. §2011 et. seq.).
- g. Drug Free Workplace Act of 1988, 41 U.S.C. §§701-704, and 28 TAC Chapter 169, as applicable.
- h. Texas Senate Bill 1 - 1991, as applicable
- i. The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- j. 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

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

### IV. **ACCEPTANCE OF CONTRACT**

Electronically transmitted (e-mailed documents) containing signatures will be deemed originals for all purposes related to the Contract (2 CFR Part 200.335).

The Parties acknowledge that their respective representatives have read this Contract and understand its terms. The Parties further acknowledge that the representatives below are authorized to sign and agree to this Contract on behalf of their respective Party.

This contract expires 12/31/2023 (unless extended by agreement of both parties) to the agreement.

This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is binding on and inures to the parties' successors in interest.

\_\_\_\_\_  
*Authorized Vendor Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Authorized Signature/CAPCOG Executive Director*

**Capital Area Council of Governments**

*Agency*

**6800 Burleson Rd., Bldg 310, Ste. 165**

*Address*

**Austin, TX 78744**

*City, State, Zip*

\_\_\_\_\_  
*Date*

**Capital Area Council of Governments**  
**Area Agency on Aging of the Capital Area**  
**Attachment A**

**IV. Scope of Work**

a. **As a CAPABLE Project Registered Nurse Contractor agrees to:**

- i. Use all forms and follow procedures established by the Area Agency on Aging of the Capital Area and Evidence-based process of the CAPABLE program as per John Hopkins University School of Nursing.
- ii. RN will Conduct four (4) home visits per participant in CAPABLE Program per JHU CAPABLE Fidelity.
- iii. Identify and explain to participants with Care Partners (Caregivers) who may want to participate in the JHC CAPABLE Support to Care Partners pilot study.
- iv. New RN Vendor Hire JHU CAPABLE Training: Five 60-minute online learning modules, read disciple specific Training Manuals, Complete CAPABLE Home Stimulations for both RN and OT, View whiteboard videos, view Vimeo Clips or visit scenarios, attend or view CAPABLE webinars, access other CAPABLE site's outcome and experiences through an online user group (Yammer group). Any other training will need prior approval.
- v. Attend two live CAPABLE OT Office hour per month. JHU offers two a month (1 hour each).
- vi. Provide required documentation following CAPABLE Policies and Procedures, Fidelity Guidelines and AAACAP protocols and requirements including but not limited to, home visit start and end times, Care plan development, case notes, mileage calculations as allowed.
  1. Documentation requirements including but not limited to, home visit start and end times, Care plan development, case notes will be done within **72 hours** – all will be uploaded in Google Workspace in the proper location in the Participant's File.
  2. Will update the CAPABLE Team Visit Schedule within **72 hours** after Participant home visit.
- vii. Attend scheduled AAACAP CAPABLE Team – Google Workspace Meeting. If unable to attend decline the Google Workplace Meeting.
- viii. **Google Calendar:** all participant visits must be placed on the **CAPABLE Google Calendar** as soon as appointment has been made.

1. Participant ID, date and time and RN initials only
- ix. Fill out the Work Order RN section for approval.
1. **Work Order** RN section must be filled in with all RN purchases.
    - a. The RN will fill in the RN section of Work Order.
    - b. The following sections must be filled in: Participant goal/s, Project Description and Construction Comment for approval of items to be purchased for goal/s
  2. **Participant Receipt** for item/s delivered or other services: If RN delivers any item/s or service a Participant Receipt must be signed by the participant stating they received item/s and/or services.
    - a. Items purchased that RN delivers such items not bought through Assistive Devices, Inc., such as Amazon, furniture stores, etc.
    - b. Other services CAPABLE Program paid for such as junk removal, etc....
- x. Obtain prior approval by AAACAP Social Services Project Coordinator/CAPABLE Grant Administrator or the AAACAP Program Administrator of participant Work Order/s before any item, services are purchased or started.
1. If item/s (such as a recline) or services (such as junk removal) a quote is required, and W-9 form from the business.
    - a. Submit to AAACAP CAPABLE Staff
  2. Invoice from business will be submitted for payment to AAACAP after item/s is purchase and delivered or service/s is completed.
- xi. Adhere to all AAACAP and CAPABLE protocols to ensure HIPPA compliance, of both hard copy and electronic versions of participant's files, charts, documents, authorizations and other protected health or sensitive personal data.
- xii. Encrypt all emails containing any participant's information.
- xiii. Adhere to all AAACAP/CAPABLE Team tracking process, including but not limited to timely intervention visits/scheduling, documentation, CAPABLE Team Visit Schedule, CAPABLE Calendar, participant progress, referrals, care coordination.
- xiv. Submit completed paperwork to C-CAP RN to AAACAP Social Services Project Coordinator/CAPABLE Grant Administrator or AAACAP Program Administrator within prescribed time frames for data entry for data entry after completion for data collection.
- xv. When Participant has had last RN home visit, RN will notify AAACAP Social Services Project Coordinator/CAPABLE Grant Administrator or AAACAP Program Administrator of RN last Visit through email.
- xvi. Assist in the recruitment of referrals for CAPABLE Participants.



- xvii. Adhere to all AAACAP/Capable Team tracking processes, including but not limited to scheduling visits for home modification, repair/s, equipment set up.
- xviii. Complete required HIPPA Privacy Training each fiscal year (following AAACAP prescribed materials) and submit certification.
- xix. Submit all forms required by the Area Agency on Aging of the Capital Area and reimbursement requests to the AAACAP using required processes. Required forms included:
  - 1. Invoices and mileage forms
- xx. AAACAP and CAPABLE required forms – Consent and Consumer Rights and Responsibilities, C-CAP RN, Sessions Forms 1-6, Acton Plans, Brainstorming Worksheets, Referrals, Assessments, Work Authorization Form, Work Order Form, Surveys and others as project develops. Ensure no conflict of interest occur. A conflict of interest, whether real or perceived, occurs in which someone in a position of trust has competing professional or personal interests. A conflict of interest includes:
  - 1. Having a substantial financial interest, directly or indirectly, in the profits of any entity from which services or goods are contracted or otherwise procured by the AAA; and
  - 2. Deriving a personal profit, directly or indirectly, from any entity that would conflict in any manner or degree with the performance of responsibilities of the board member, employee advisory committee member or volunteer.

**A. Area Agency on Aging of the Capital Area (AAACAP) agrees to:**

- a. Provide the Registered Nurse all required CAPABLE Materials and forms including CAPABLE online access to forms and information, manuals, CAPABLE Team Progression Visit Schedule, CAPABLE Calendar, etc.
- b. Provide technical assistance as requested.
- c. Area Agency on Aging of the Capital Area and the CAPABLE Program mutually agree that:

Any notice, acknowledge or disclosure required to be given to Area Agency on Aging of the Capital Area by the Registered Nurse under this Agreement will be delivered to the following person and address:

**Area Agency on Aging of the Capital Area  
CAPABLE Program Coordinator  
6800 Burleson Rd., Bldg. 310, Suite 165  
Austin, TX 78744  
512-916-6183**

Any notice required to be given to the CAPABLE Registered Nurse by the Area Agency on Aging of the Capital Area under this understanding will be delivered to the following person and address:

This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is binding on and inures to the parties' successors in interest.

This contract will expire 12/31/2023 unless extended by agreement of both parties.

_____	_____	
Contact Name	Address	
_____	_____	
Title	City	State/Zip
_____	_____	
CAPCOG Contact Name	Address	
_____	_____	
Title	City	State/Zip

DRAFT