



**AREA AGENCY ON AGING OF  
The Rio Grande Council of Governments  
VENDOR AGREEMENT**

**El Paso County dba El Paso City-County Nutrition Program**, hereinafter referred to as **Vendor**, and Area Agency on Aging (AAA) of the Rio Grande Council of Governments, do hereby agree to provide services effective beginning October 1, 2023 through September 30, 2024 in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services (HHS), 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. 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 HHS 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 Vendor.

**1. SCOPE OF SERVICES**

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

Service: Congregate Meals

Service Definition: A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the recommended dietary allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences – National Research Council and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting.

Unit Definition: One meal

Service Area: El Paso County

Service: Home Delivered Meals

Service Definition: Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the daily recommended dietary allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences – National Research Council and complies with the Dietary Guidelines of Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to help the recipient sustain independent living in a safe and healthful environment.

Unit Definition: One meal

Service Area: El Paso County

All Texas Administrative Code standards are located at the Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us).

All Older Americans Act and other required rules and regulations are located at [http://www.aoa.gov/AoARoot/About/Authorizing\\_Statutes/index.aspx](http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx).

Targeting: AAA 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.

B. Services & Reimbursement Methodology:

<b>Service</b>	<b>Fixed Rate (include rate)</b>	<b>Variable Rate (identify range)</b>	<b>Cost Reimbursement</b>
Congregate Meals	\$8.80	N/A	Yes
Home Delivered Meals	\$6.46	N/A	Yes

2. TERMS OF AGREEMENT

A. The Vendor agrees to:

1. Provide services in accordance with current or revised HHS policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AAA by the close of business on the 5 day of each month following the last day of the month in which services were provided.
  - a. If the 5 day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery.
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 Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AAA Director within 30 days if, for any reason, the Vendor becomes unable to provide the service(s).
5. Maintain communication and correspondence concerning program participants' status.

6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. 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 will be kept for a minimum of five years after close of vendor's fiscal year.
8. 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).
9. 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 Vendor 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. Vendor is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies saves and holds harmless the AAA of the Rio Grande Council of Governments against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Vendor 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 of the **Rio Grande Council of Governments** agrees to:

1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Vendor 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 Vendor as requested and as available.
5. 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.
6. 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.
7. Contingent upon the AAA's receipt of funds authorized for this purpose from HHS, reimburse the Vendor 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 AAA's receipt of Vendor's invoice.

### 3. ASSURANCES

The Vendor 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. HHS 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
- K. 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
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

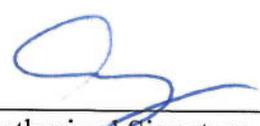
### 4. ATTACHMENT

List of Focal Points in the AAA planning and service area.

5. SIGNATURES

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

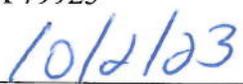
\_\_\_\_\_  
Authorized Vendor Signature

  
\_\_\_\_\_  
Authorized Signature

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

Rio Grande Council of Governments /Area  
Agency on Aging  
8037 Lockheed, Ste. 100  
El Paso, TX 79925

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

El Paso County  
Dba El Paso City-County Nutrition Program  
6314 Delta Drive  
El Paso, Texas 79905

**Area Agency on Aging of the  
Rio Grande Council of Governments  
Focal Points**

The Area Agency on Aging of the Rio Grande Council of Governments has designated the following entities as Focal Points within the RGAAA Region (El Paso, Hudspeth, Culberson, Jeff Davis, Presidio and Brewster Counties):

Culberson County Nutrition Center – Culberson County – Van Horn, TX

El Paso City-County Nutrition Program – El Paso County – El Paso, TX (16 individual Senior Center sites)

- Canutillo
- Jesse Moreno/Happiness
- Clint
- Eastside
- Fabens
- Grandview
- Pavo Real
- Memorial
- Hilos de Plata
- Montana Vista
- San Elizario
- San Juan
- Socorro
- Southside
- Wellington Chew
- Polly Harris/Westside

Local AAA Office – El Paso County – El Paso, TX

Marfa Nutrition Center – Presidio County – Marfa, TX

Presidio Nutrition Center – Presidio County – Presidio, TX

The Sunshine House – Brewster County – Alpine, TX