



INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between The Central Texas Council of Governments (CTCOG) and the City of Killeen, Texas (Contractor) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, §791.025.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Agreement is to allow CTCOG and the Contractor to provide transportation services in accordance with:

- The Older Americans Act of 1965 (OAA), as amended,
- The regulations of the Texas Health and Human Services Commission (HHSC),
- The CTCOG Direct Purchas of Services Program, and
- The stated Scope of Work (Attachment A).

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, §791.025, or other applicable law, the Contractor satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. CTCOG agrees to allow the Contractor to procure transportation services through existing vendor contracts and vendor contracts that CTCOG may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from the Contractor. All CTCOG vendor contracts shall be made available to the Contractor upon request. Contractors utilizing the cooperative contracts shall issue a purchase order directly to the relevant vendor. Contractors utilizing a CTCOG vendor contract for which CTCOG is the fiscal agent shall issue the purchase order directly to CTCOG.
- c. Contractor agrees to notify CTCOG of any substantial problems in quality or service in relations with a vendor under a CTCOG vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. Contractor shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the vendor. Payment under a CTCOG Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to Contractor.
- c. Contractor agrees to pay the rates and/or prices set by CTCOG with its vendors.
- d. All purchases executed under a CTCOG Contract will require a Contractor purchase order.

IV. TERM OF CONTRACT:

This Interlocal Agreement shall begin when fully executed by both parties. Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS FOR CONTRACTOR:

☒ Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter 791, Texas Government Code (specifically that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party).

☐ Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to

VI. CERTIFYING FUNCTION:

The Central Texas Council of Governments acting as the owner of the CTCOG Contracts hereby certifies the eligibility of the Contractor to use the CTCOG contracts.

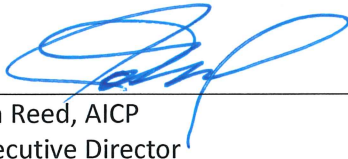
VII. NOTIFICATION

All notices under this Interlocal Agreement shall be sent to each party at the respective addresses indicated below:

Central Texas Council of Governments
PO Box 729
Belton TX 76513

City of Killeen
101 North College Street
Killeen TX 76541

VIII. AUTHORIZED SIGNATORIES



Jim Reed, AICP
Executive Director
Central Texas Council of Governments

Ronald L. Olson
City Manager
City of Killeen, Texas

Date

Date

**ATTACHMENT A
SCOPE OF SERVICES**

- A. The City of Killeen agrees to provide the following services as identified below to program participants authorized by the Area Agency on Aging of Central Texas (AAACT) staff, in accordance with the Contractor application, all required assurances, licenses, certifications and rate-setting documents, as applicable:

SERVICE: Transportation

SERVICE DEFINITION: Transporting an older individual from one location to another but does not include any other activity.

Demand/Response – transportation designed to carry older individuals from a specific origin to a specific destination upon request. Older individuals request the transportation service in advance of their need, usually 24 to 48 hours prior to the trip.

UNIT DEFINITION: One (1), one-way trip.

SERVICE AREA: Bell County.

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

http://www.aoa.gov/AoARoot/Authorizing_Statutes/index.aspx .

TARGETING: AAAC 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:

Service	Fixed Rate (include rate)
Transportation	\$6.30

TERMS OF AGREEMENT

A. The City of Killeen agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AACT 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.
 - a. 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.
 - b. The AACT 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 Contractor payment invoices are not submitted to the AACT 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 Contractor's financial reports if contributions are not required to be forwarded to the AACT. Client contributions (program income) will be reported fully, as required, to the AACT. Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AACT Director within ten (10) days if, for any reason, the Contractor becomes unable to provide the service.
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 AACT 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. Retain 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 AACT. The records and documents will be retained for a minimum of five (5) years after close of Contractor'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 AAAC staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the HHSC 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.
10. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Contractor is an independent provider, NOT an agent of the AAAC. Thus, to the extent allowed by law, the Contractor indemnifies, saves and holds harmless the Central Texas Council of Governments/Area Agency on Aging of Central Texas against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAAC if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAAC.
13. 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.

B. Through the Direct Purchase of Services program, the AAAC agrees to:

1. 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.
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 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 AAAC's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rates, services authorized, and in accordance with subsection (A)(2) of this document, within twenty-one (21) days of the AAAC's receipt of Contractor's invoice.

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 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. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
- J. 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.
- 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.