



Capital Area Council of Governments  
Area Agency on Aging



## OCCUPATIONAL THERAPIST CONTRACT FOR DIRECT PURCHASE OF SERVICES

\_\_\_\_\_, hereinafter referred to as Contractor, and the Capital Area Council of Governments (CAPCOG)/Area Agency on Aging of the Capital Area (AAACAP), do hereby agree to provide services effective beginning **January 1, 2023**, in accordance with St David's Foundation, the AAA Direct Purchase of Services Program and the stated Scope of Services and Work - Attachment A.

The CAPCOG/AAACAP 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). This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the Assistance guidelines AAA Direct Purchase of Services procedures and St. David's Foundation CAPABLE Central Texas: Successful Aging in Place Project guidelines and deliverables.

The Capital Area Council of Governments (CAPCOG), in accordance with the requirement in the Older Americans Act, Section 102 (42 U.S.C. 3001) and Section 306 (42 U.S.C. 3026), 45 CFR §1321, and the Texas Administrative Code, designates the Area Agency on Aging of the Capital Area as the focal point for comprehensive service delivery and coordination of services for older individuals in State Planning Region 12.

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 Contractor.

### I. SCOPE OF SERVICES

- a. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the CAPCOG/AAACAP staff, in accordance with the contractor application, all required assurances, licenses, certifications, rate setting documents, and HHS services definitions, as applicable.

**Service: EVIDENCE-BASED INTERVENTION – Community Aging in Place – Advancing Better Living for Elders (CAPABLE)**

Providing an intervention to an older individual based upon the principles of Evidence-Based Intervention (EBI) programming, specifically related to Occupational Therapy components of the CAPABLE Intervention.

Service Area: Bastrop, Caldwell and any other county approved for CAPABLE Program

b. 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)	61.00 per hour
AAACAP CAPABLE Team Meetings	61. per hour
New hire JHU CAPABLE Training	61.00 per hour
CAPABLE Care Partner Training	61.00 per hour
OT Live Office Hours with JHU – 2 per month	61.00 per hour
Mileage as allowed	0.625 per mile

c. The maximum amount allowed for payment per fiscal year will not exceed for any one occupational health therapist: \$95,160 (\$61/hour x 30 hours/week x 52 weeks).

**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.

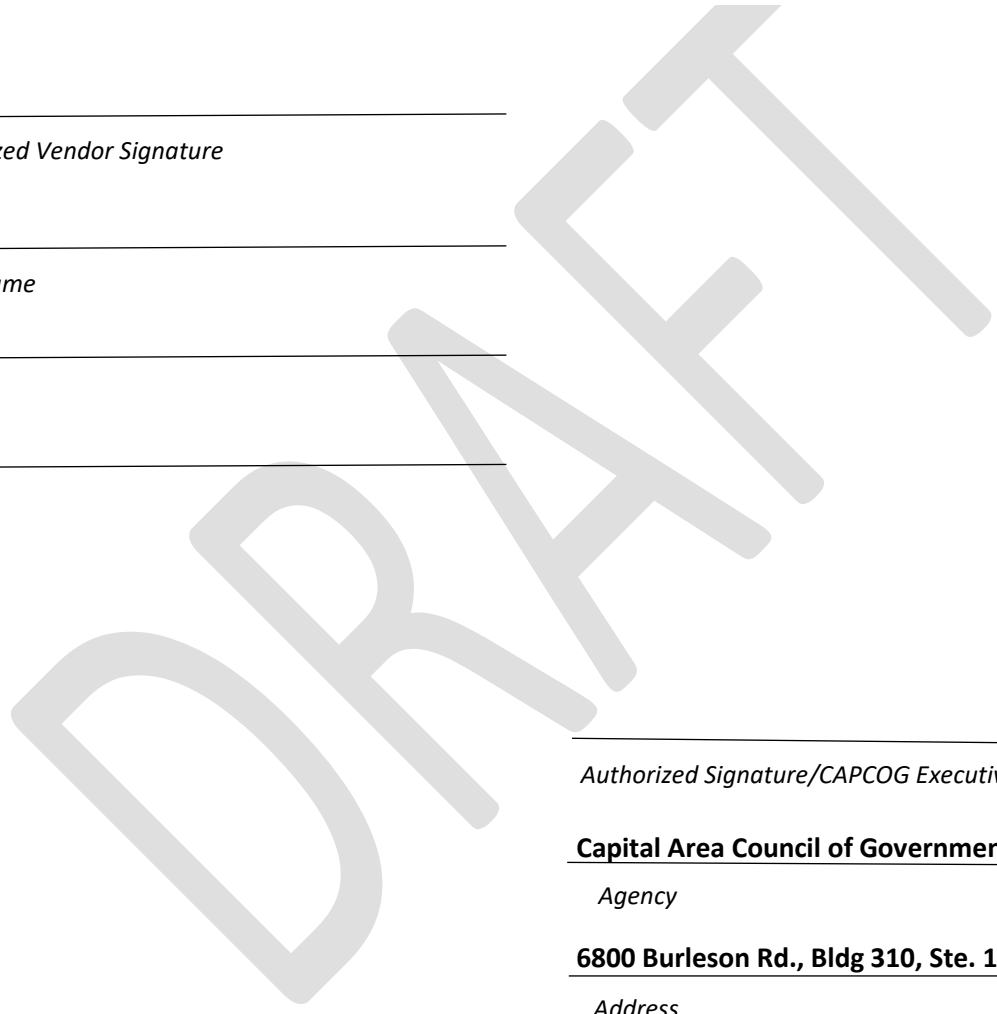
This contract is binding on and inures to the parties' successors in interest.

\_\_\_\_\_  
*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 Occupational Therapist 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. OT will Conduct six (6) home visits per participant in CAPABLE Program per CAPABLE fidelity.
- iii. Identify and explain to participants with Care Partners (Caregivers) who may want to participant in the JHC CAPABLE Support to Care Partners pilot study.
- iv. New OT 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 home 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 OT initials only
- ix. Submit all Work Order estimates and modifications to AAACAP Staff/CAPABLE Program Administrator for approval.
1. **Work Authorization form** must be completed before repairs/installation can be started
    - a. Participant, Occupational Therapist, AAACAP Staff, HRP and Landlord (if applicable) must sign and date
    - b. Program Administration must be notified through email the Work Authorization is signed and dated by all and in Participant's File
  2. **HRP Quote** must be approved by AAACAP Social Services Project Coordinator prior to any repairs or modifications are made
  3. **Work Order** must be filled in with all participant's goals, Project Description, Construction Comments, HRP repairs, HRP installations of equipment, etc....
    - a. The following must be filled in before approval is given for Work Authorization and HRP Quote: Participant Goals, Project Description and Construction Comments.
    - b. Needs to be signed by participant no later than the last home visit for all completed projects, services and purchase items received (Assistive Devices, Inc., items purchased from other sources)
  4. **Participant Receipt** for item/s delivered or other services: If OT delivers any item/s a Participant Receipt must be signed by the participant stating they received item/s and/or services.
    - a. Items purchased that OT 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 OT 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 OT home visit, OT will notify AAACAP Social Services Project Coordinator/CAPABLE Grant Administrator or AAACAP Program Administrator of OT last Visit through email using only the participant's ID.
- xvi. Assist in the recruitment of referrals for CAPABLE Participants.
- xvii. Adhere to all JHU CAPABLE Fidelity and 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 OT, 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 Occupational Therapist 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 Occupational Therapist 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 Occupational Health Therapist by the Area Agency on Aging of the Capital Area under this understanding will be delivered to the following person and address:

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