

#### **Community Services Contract Amendment**

Section 1. Contractor Information			, , , , , , , , , , , , , , , , , , , ,	····			
Name of Legal Entity (the "Contractor")							
THE GARDENERS HOME LLC							
Contract No. HHS000004600252	Provider No. 1030019		Contract Type HCS				
Doing Business As (d/b/a) Name, if applicable		Amendr	nent No.	Component Code 7G3			
Address of Contractor (street, city, state, ZIP) 5315 DUVAL DR GRAND PRAIRIE, TEXAS 75052		Service WCA 3	Service Area (Region, Catchment Area or Waiver Contract Area) WCA 3				
Taxpayer ID. No. (EIN or SSN) 18150792739			National Provider Identifier (NPI) or Atypical Provider Identifier (API) 1609313832				
Email Address of Contractor's Signature Authority  ROBERTDOUGLASJR@HOTMAIL.COM			Area Code and Phone No. (214) 809-9780				
Service Codes 5A, 7, 8, 9, 10C, 10CFC, 10COH, 11A, 11X, 13A, 47, 48, 53, 53A, 54, 58, 61	13B, 13C,13D, 15	5, 16, 16A, 16	6B, 18A, 20CFC,	34, 35, 36, 37, 41, 41B, 41BA, 41E, 43A, 46,			
	on below is hereby	added to the	e Contract as thou				
		u dou					
Attachment A (relating to covered counties) is as a result of this amendment.	incorporated into t	the Contract	and represents t	ne full listing of counties served by Contractor			
The attached Form 3691-A, Service Area Des Contractor's previously submitted Form 3691-		lmL, CDS ar	d TAS, is incorpo	orated into the Contract and replaces the			
Contractor agrees to screen its employees an Medicaid, the State Children's Health Insurance monthly the U.S. Department of Health and Health Commission-Office of the Inspector General (I reinstatements that have occurred since the lacontractor discovers. Exclusionary searches for contracting. The Contractor also acknowledge prescribed by an excluded physician or other a should have known of the exclusion. This profugation or supplier that is not excluded.	ce Program and all uman Services Off HHSC-OIG) List of ast search and to ir or prospective empores and agrees that authorized person	federal and fice of the Institute of the Institute of Excluded In mmediately roloyees or cono Medicaid when the incomplete incomplete.	state health care spector General (dividuals/Entities eport to the HHS ntractors shall be payments can be lividual or entity f	programs. Contractor agrees to search HHS-OIG) and Health and Human Services (LEIE) websites to capture exclusions and C-OIG any exclusion information the performed prior to employment or made for any items or services directed or urnishing the items or services either knew or			
Contractor agrees that in accordance with 42	CFR §455.23, HH	SC shall susp	oend all Medicaio	I 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 HHSC has good

cause not to suspend the payments or to suspend the payments only in part.

### **Section 3. Amendment Modifications (continued)**

Interim Deputy Associate Commissioner, Operations

Title (print or type)

occion o.	Amendment Modifications (contin	ilucu)				
to HHS subject	C or the state directly or indirectly in matter, including, but not limited to, ubmitted to HHSC, an administrative	any media release, pu in any promotional or n	t, the Contractor must not use HHSC's name, the state of blic announcement or public disclosure relating to this Conarketing materials, customer lists or business presentation. Texas, or a governmental agency or unit of another states.	ontract or its ons (other than		
which F and any	IHSC may exercise at its sole discre	etion. Any publication (wontractor will provide HF	performance under this Contract with HHSC's prior review written, visual or sound) will acknowledge the support reco ISC at least three copies of such publication prior to publ	eived from HHSC		
	ctor may include information concerr which the Contractor is required by		ns, subject matter and estimated value in any report to a grantion.	governmental		
the Cor incorpo	tract. The execution of this Amenda	nent binds the Parties to e references in the DUA	Data Use Agreement (DUA). All terms of the DUA are he to the DUA's terms whether or not the DUA is signed. For a to "Contractor" and "Base Contract" shall mean the Contract, respectively.	purposes of		
its succ		olicy Handbook. In add	sit Verification (EVV) requirements as described in 40 TA ition, Contractor hereby agrees to submit all EVV related by HHSC.			
✓ Other	The parties agree the contract is ex	tended through FEBRU	ARY 1ST, 2023.			
	Amendment effective date are here 2. All payments made, or to be mad prior to the Amendment effective da 3. The Parties hereby agree that all	by ratified. le, by HHSC to Contractete, are hereby reaffirmed rights, obligations and	tor for authorized services provided by Contractor relatined.  responsibilities of the Parties under the Contract relating to payment as stated in section V (Q) (2) of the Contract	g to the services		
	Effective Date	igned below				
inis amend	dment is effective on the date last s	igned below.				
	Terms Remain in Effect					
-	-	litions of the Contract sl	nall remain in effect except as amended by this amendme	ent.		
	Amendment Execution					
HHSC and	Contractor have each caused this a	mendment to be signed	by their respective authorized representatives.			
Health and	Human Services Commission  DocuSigned by:		THE GARDENERS HOME LLC			
	Dana L Collins	05/04/2022	Robert Douglas Digitally signed by Robert Douglas Date: 2022.04.19 13:33:13 -05'00'	04/19/2022		
Signature	7686F69C7CE54BB	Date Signed	Signature – Contract Representative	Date Signed		
Dana I Co	olline CTCM CTCD		Robert Douglas			
Dana L Collins, CTCM, CTCD  Name (print or type)			Name of Contractor Representative (print or type)			

Program Manager
Title of Contractor Representative (print or type)

OMB Number: 4040-0007 Expiration Date: 02/28/2022

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Holer & Dock on	Owner/Program Manager
APPLICANT NAME	DATE SUBMITTED
Robert L. Douglas, Jr.	08/30/2021

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#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
The Gardener's Home LLC	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr. * First Name: Robert	Middle Name: L
* Last Name: Douglas	Suffix: Jr.
* Title: Owner	
* SIGNATURE: Hart, Joseph	* DATE: 08/30/2021



# Service Area Designation HCS, TxHmL, CDS and TAS

**Section 1. Legal Entity Information** 

<u> </u>		
Legal Entity Name The Gardener's Home LLC	Type of Contract HCS	National Provider Identifier (NPI) 1609313832
Contact Person Name Robert Douglas	l	Taxpayer Identification No. 81-5079273

#### Section 2. Service Areas by Region

If the contract type in Section 1 is CDS-CLASS, skip this section and complete Section 3. If the contract type in Section 1 is HCS, TxHmL, CDS-HCS or CDS-TxHmL, skip this section and complete Section 4.

Check the applicable boxes below to indicate the regions and counties you wish to provide services for the contract type specified in Section 1.						
Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	
All Counties	All Counties	All Counties	All Counties	All Counties	All Counties	
Armstrong	Archer	Collin	Anderson	Angelina	Austin	
Bailey	Baylor	Cooke	Bowie	Hardin	Brazoria	
Briscoe	Brown	Dallas	Camp	Houston	Chambers	
Carson	Callahan	Denton	Cass	Jasper	Colorado	
Castro	Clay	Ellis	Cherokee	Jefferson	Fort Bend	
Childress	Coleman	☐ Erath	Delta	Nacogdoches	Galveston	
Cochran	Comanche	☐ Fannin	Franklin	Newton	Harris	
Collingsworth	Cottle	Grayson	Gregg	Orange	Liberty	
Crosby	Eastland	Hood	Harrison	Polk	Matagorda	
Dallam	Fisher	Hunt	Henderson	Sabine	Montgomery	
Deaf Smith	Foard	Johnson	Hopkins	San Augustine	Walker	
Dickens	Hardeman	☐ Kaufman	Lamar	San Jacinto	Waller	
Donley	Haskell	☐ Navarro	Marion	Shelby	Wharton	
Floyd	Jack	Palo Pinto	Morris	Trinity		
Garza	Jones	Parker	Panola	Tyler		
Gray	Kent	Rockwall	Rains			
Hale	☐ Knox	Somervell	Red River			
Hall	Mitchell	Tarrant	Rusk			
Hansford	Montague	Wise	Smith			
Hartley	Nolan		Titus			
Hemphill	Runnels		Upshur			
Hockley	Scurry		☐ Van Zandt			
Hutchinson	Shackelford		Wood			
King	Stephens					
Lamb	Stonewall					
Lipscomb	Taylor					
Lubbock	Throckmorton					
Lynn	Wichita					
Moore	Wilbarger					
Motley	Young					
Ochiltree						
Oldham						
Parmer						
Potter						
Randall						
Roberts						
Sherman						
Swisher						
Terry						
Wheeler						
Yoakum						

Section 2. Service Areas by Region (continued)

Region 7	Region 8	Reg	on 9	Region	10	Region 11		
All Counties	All Counties	All C	ounties	All Cou	nties	All Counties	s	
Bastrop	Atascosa	Andrew	s	Brewster		Aransas		
Bell	Bandera	Borden		Culberson		Bee		
Blanco	Bexar	Coke		El Paso		Brooks		
Bosque	Calhoun	Concho		Hudspeth		Cameron		
Brazos	Comal	Crane		Jeff Davis		Duval		
Burleson	DeWitt	Crocket	t	Presidio		Hidalgo		
Burnet	Dimmit	Dawsor	1			Jim Hogg		
Caldwell	Edwards	Ector				Jim Wells		
Coryell	Frio	Gaines				Kenedy		
Falls	Gillespie	Glassco	ock			Kleberg		
Fayette	Goliad	Howard				Live Oak		
Freestone	Gonzales	Irion				McMullen		
Grimes	Guadalupe	Kimble				Nueces		
Hamilton	Jackson	Loving				Refugio		
Hays	Karnes	Martin				San Patricio		
Hill	Kendall	Mason				Starr		
Lampasas	Kerr	McCullo	och			Webb		
Lee	Kinney	Menard				Willacy		
Leon	LaSalle	Midland				Zapata		
Limestone	Lavaca	Pecos						
Llano	Maverick	Reagan	l					
Madison	Medina	Reeves						
McLennan [	Real	Schleicl	ner					
Milam	Uvalde	Sterling						
Mills	Val Verde	Sutton						
Robertson	Victoria	Terrell						
San Saba	Wilson	Tom Gr	een					
Travis	Zavala	Upton						
Washington		☐ Ward						
Williamson		Winkler						
Section 3. Service Areas by Catchment Areas (CDS-CLASS)								
	-	=	-	wish to serve. <b>Y</b>	ou must	serve all counties	s in ea	ach catchment area
Check the applicable boxes below to indicate the catchment areas you wish to serve. You must serve all counties in each catchment area selected.								
Abilene Area	Corpus Christi A	rea [	Fort Wor	h Area	Lubb	oock Area	<u> </u>	Valley Area
Amarillo Area	Dallas Area	☐ Houston		Area	Midland-Odessa Area		\rightarrow \rig	Waco-Temple Area
Austin Area	Eagle Pass-Uval	Ide Area Lufkin Ar		ea	San Angelo Area			Wichita Falls Area
Beaumont Area	FI Paso Area	Г	Longview	/ Area	San	Antonio Area		

#### Section 4. Service Areas by Waiver Contract Area (HCS, TxHmL, CDS-HCS and CDS-TxHmL)

Check the applicable boxes below to indicate the waiver contract areas you wish to serve. You must serve all counties served by each local service area selected.

Waiver Contract Area 1	Waiver Contract Area 2		Waiver Contract Area 3		
020 - Texas Panhandle Centers	010 - Betty Hardwick Center		290 - Texoma Community Center		
070 - Central Plains Center	060 - Center for Life	Resources	√ 300 - Metrocare Services		
150 - Starcare Specialty Health System	200 - My Health My County	Resources of Tarrant	350 - Pecan Valley Centers for Behavioral and Developmental Healthcare		
	230 - Helen Farabee	Centers	400 - Denton County MHMR Center		
		Centers for Behavioral ental Healthcare	410 - LifePath Systems		
			480 - Lakes Regional Community Center		
Waiver Contract Area 4	Waiver Contract Area	5	Waiver Contract Area 6		
140 - Spindletop Center	100 - The Gulf Coas	st Center	030 - Integral Care		
190 - Andrews Center	280 - The Harris Ce and IDD	nter for Mental Health	040 - Central Counties Services		
✓ 260 - Burke	430 - Texana Cente	r	220 - Heart of Texas Region MHMR Center		
✓ 240 - Community Healthcare			250 - MHMR Authority of Brazos Valley		
380 - Tri-County Behavioral Healthcare			460 - Bluebonnet Trails Community Services		
440 - ACCESS					
480 - Lakes Regional Community Center					
Waiver Contract Area 7	Waiver Contract Area	0	Waiver Contract Area 9		
051 - Alamo Local Authority for IDD	090 - Emergence He		130 - Tropical Texas Behavioral Health		
110 - Gulf Bend Center	160 - MHMR Service		180 - Behavioral Health Center of Nueces		
110 - Guil Berla Ceriter	☐ Valley		County		
470 - Hill Country MHDD Centers	✓ 170 - Permian Basin Community Centers		475 - Coastal Plains Community Center		
490 - Camino Real Community Services	450 - West Texas C	enters	485 - Border Region Behavioral Health Center		
be kept current and I agree to notify HHSC in w	rices Commission (HHSC act. I also understand tha	to deny the applicant's			
Signature – Authorized Repr			Date Signed		
Typed or Printed Name of Authorized Representative Robert Douglas	9	Title Owner/Program Manaç	ger		