



**TEXAS**  
Health and Human  
Services

## Community Services Contract Amendment

### Section 1. Contractor Information

Name of Legal Entity (the "Contractor") ACCURATE HEALTHCARE INC			
Contract No. HHS000004900325	Provider No. 001029758	Contract Type PHC/FC/CAS	
Doing Business As (d/b/a) Name, if applicable Accurate Healthcare		Amendment No. SO-01	Component Code
Address of Contractor (street, city, state, ZIP) 9012 Friendswood Dr. Fort Worth, TX 76123		Service Area (Region, Catchment Area or Waiver Contract Area) Region 3	
Taxpayer ID. No. (EIN or SSN) 82-2721892		National Provider Identifier (NPI) or Atypical Provider Identifier (API) 1225556434	
Email Address of Contractor's Signature Authority accuratehealthcareinc@gmail.com		Area Code and Phone No. 972-697-9800	
Service Codes 17, 17C, 17D			

### Section 2. Introduction

This amendment to the contract referenced above (the "Contract") is entered into by the Texas Health and Human Services Commission ("HHSC") and the Contractor named above (HHSC and Contractor, collectively, the "parties," each, a "party").

### Section 3. Amendment Modifications

The parties hereby agree that each marked provision below is hereby added to the Contract as though it was set out word-for-word in the Contract.

The following  counties  Local Intellectual and Developmental Disability Authorities (LIDDAs) are added to the Contract.

The following  counties  LIDDAs are deleted from the Contract.

Denton

Attachment A (relating to covered counties) is incorporated into the Contract and represents the full listing of counties served by Contractor as a result of this amendment.

The attached Form 3691-A, Service Area Designation HCS, TxHmL, CDS and TAS, is incorporated into the Contract and replaces the Contractor's previously submitted Form 3691-A.

Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program and all federal and state health care programs. Contractor agrees to search monthly the U.S. Department of Health and Human Services Office of the Inspector General (HHS-OIG) and Health and Human Services Commission-Office of the Inspector General (HHSC-OIG) List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. The Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

Contractor agrees that in accordance with 42 CFR §455.23, HHSC shall suspend all Medicaid 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)**

Contractor agrees that except as provided in the paragraphs below, the Contractor must not use HHSC's name, the state of Texas or refer to HHSC or the state directly or indirectly in any media release, public announcement or public disclosure relating to this Contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to HHSC, an administrative agency of the state of Texas, or a governmental agency or unit of another state or the federal government).

Contractor may publish, at its sole expense, results of Contractor performance under this Contract with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual or sound) will acknowledge the support received from HHSC and any federal agency, as appropriate. Contractor will provide HHSC at least three copies of such publication prior to public release. Contractor will provide additional copies at the request of HHSC.

Contractor may include information concerning this Contract's terms, subject matter and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

Contractor hereby agrees that it must comply with all terms of the Data Use Agreement (DUA). All terms of the DUA are hereby made part of the Contract. The execution of this Amendment binds the Parties to the DUA's terms whether or not the DUA is signed. For purposes of incorporating the DUA into the Contract, the references in the DUA to "Contractor" and "Base Contract" shall mean the Contractor identified in Section 1 of this Amendment (Contractor Information) and this Contract, respectively.

Contractor hereby agrees that it must comply with all Electronic Visit Verification (EVV) requirements as described in 40 TAC Chapter 68, or its successor, and as outlined in the EVV Policy Handbook. In addition, Contractor hereby agrees to submit all EVV related claims through the Texas Medicaid Claims Administrator or as otherwise directed by HHSC.

Other

**Section 4. Effective Date**

This amendment is effective the date HHS Signature Authority Signs

**Section 5. Terms Remain in Effect**

The parties agree that all other terms and conditions of the Contract shall remain in effect except as amended by this amendment.

**Section 6. Amendment Execution**

HHSC and Contractor have each caused this amendment to be signed by their respective authorized representatives.

**Health and Human Services Commission**

DocuSigned by:  
*William D' Aiuto*  
Signature

October 5, 2020  
Date Signed

William D'Aiuto  
Name (print or type)

Associate Commissioner  
Title (print or type)

**ACCURATE HEALTHCARE INC**

DocuSigned by:  
*JAMES GITAU*  
Contract Representative

October 5, 2020  
Date Signed

JAMES GITAU  
Name of Contractor Representative (print or type)

ADMINISTRATOR  
Title of Contractor Representative (print or type)

**Community Services Contract Amendment  
Attachment A – Covered Counties**

Contract Type PHC/FC/CAS		
Contract No. HHS000004900325	Provider No. 001029758	Amendment No. SO-01
Service Area (Region, Catchment Area or Waiver Contract Area) Region 3		
Name of Legal Entity (the "Contractor") ACCURATE HEALTHCARE INC		
Address of Contractor (street, city, state, ZIP) 9012 Friendswood Dr. Fort Worth, TX 76123		
Email Address of Contractor's Signature Authority accuratehealthcareinc@gmail.com		Area Code and Phone No. 972-697-9800

The counties listed below, effective with this amendment, are covered by the contract.

These counties are on file with HHSC and are located in the HHSC service area specified above.

County Name	County Name	County Name
Tarrant	Dallas	Johnson
Parker	Collin	

Date Form Completed: \_\_\_\_\_

\_\_\_\_\_   
Initials – Contractor Representative