

STATE OF TEXAS §

COUNTY OF TRAVIS §

**Texas Department of Aging and Disability Services
Contract for Community Care Programs**

Legal Name of Provider Agency Hilda B. Rodriguez		Uniform Contract Number (UCN) 1306031869			
"Doing Business As" (DBA) Name of Provider Agency Mi Hacienda Adult Day Care					
Address of Provider Agency (Street, City, State, ZIP) 600 W. Canton, Edinburg, TX 78539					
For DADS Use Only:					
Listing of Separate Program Agreements	DADS Region	Vendor No./ Service Group No./ Service Code(s)	Agreement Effective Date	Agreement Expiration Date	
1. Day Activity and Health Services (DAHS)	1. Region 11	1. Vendor No. 001015933 Service Group: 7 Service Codes: 29, 29A	1. 04/01/2008	1. Open	
2.	2.	2.	2.	2.	
3.	3.	3.	3.	3.	
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The Texas Department of Aging and Disability Services, hereinafter referred to as the Department, and the above Provider Agency, hereinafter referred to as the Provider Agency, hereby make and enter into the contract agreement(s) stated above for the consideration set forth below,

effective the 1st day of April, 2 008,
and ending the Open day of 2

I.

The Department is responsible for administering home and community based programs under Titles XIX, including Section 1915(c); XX of the Social Security Act; and Title 2, Texas Human Resources Code. The Department and the Provider Agency mutually agree to the terms and conditions set forth herein and to the provisions of the applicable state and federal regulations, applicable licensure, to the terms and conditions set forth in the appropriate Provider Manual which is hereby incorporated by reference, and to any subsequent additions, deletions or amendments to such regulations, to any policy letters and/or subsequent revisions to the Provider Manual, and to the pertinent rules published by the Department and/or the single state Medicaid Agency. Department and Provider Agency mutually agree to the terms and conditions set forth below.

II.

The Provider Agency agrees:

- A. To provide services in one or more programs as identified in this contract and as defined in the provider manual(s) and to utilize all third party resources available to individuals found eligible by the Department.
- B. To have adequate staff in place to begin delivery of services on the date the contract becomes effective.
- C. To provide services for eligible clients in the same manner and to the same degree that these services are provided to the general public. This requirement shall not be considered as altering any other requirements specified in the plan of operation, provider manual, and/or this contract.
- D. To accept the reimbursement rates which are now in effect, or as may hereinafter be amended, as payment in full for the services specified in this contract to the persons for whom a Medicaid payment is received, and to make no additional charge to the individual, any member of his/her family, or to any other source for any supplementation for such services, unless specifically allowed by Department directives.
- E. That this contract is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. 431.107, Provider Agency agrees to keep any and all records necessary to disclose the extent of services provided by the Provider agency to individuals in the Medicaid program and any information relating to payments claimed by the provider for furnishing Medicaid services. Provider Agency also agrees to provide, on request, access to records required to be maintained under 42 C.F.R. 431.107 and copies of those records free of charge to the Department, the Department's agent, the Texas Health and Human Services Commission, the Texas Attorney General's Medicaid Fraud Control Unit, the Health Care Financing Administration, the Texas Department of Insurance, the Federal Bureau of Investigation, and/or the United States Department of Health and Human Services. These records must be retained in the form in which they are regularly kept by the Provider Agency for five (5) years from the date of services. Provider Agency must cooperate and assist the Department and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Provider Agency must also allow these agencies and/or their agents access to its premises.
- F. That the Texas Attorney General's Medicaid Fraud Control Unit, Department personnel, Department representatives, Independent Auditors/Evaluators, personnel of the United States Department of Health and Human Services, and the Texas Health and Human Services Commission's Office of Investigations and Enforcement may conduct interviews of Provider Agency personnel, subcontractors and their personnel, witnesses, and patients without the Provider Agency's representative or Provider Agency's legal counsel present unless the person voluntarily requests that the representative be present. Provider's personnel, subcontractors and their personnel, witnesses, and patients must not be coerced by Provider Agency or Provider Agency's representative to accept representation by the Provider Agency and Provider Agency agrees that no retaliation will occur to a person who denies the Provider Agency's offer of representation. Nothing in this contract limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Provider Agency will ensure by contract or other means that its personnel and subcontractors over whom the Provider Agency has control cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud Control Unit, Department personnel, Department representatives, Independent Auditors/Evaluators, personnel of the United States Department of Health and Human Services, and the Texas Health and Human Services Commission's Office of Investigations. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing services in connection with Medicaid-covered services.
- G. To keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted to the Department or its agent. All statistical and financial information must reflect the application of generally accepted accounting principles (GAAP) unless they conflict with DADS rules, in which case DADS rules take precedence. GAAP are those principles approved by the American Institute of Certified Public Accountants (AICPA). All financial and supporting documentation must be accurate and sufficiently detailed to support the legal, financial, and other statistical

information regarding services delivered. All workpapers and records supporting information reported on cost reports, budgets, or other cost surveys must be maintained, including documentation relating to all allocations, cost centers, cost or statistical line items, surveys, and schedules. The records and documents must be kept for a minimum of 3 years and 90 days after the end of the federal fiscal year in which services were provided. If any litigation, claim, or audit involving these records begins before the expiration of the three year period, the Provider Agency must keep the records and documents for not less than 3 years and 90 days or until all litigation, claims, or audit findings are resolved, whichever is longer. The case is considered resolved when a final order is issued in litigation, or when the Department and Provider Agency enter into a written agreement.

If the contractor terminates business operations, the contractor must ensure:

1. records are stored and accessible;
2. someone is responsible for adequately maintaining the records;
3. the DADS contract manager is notified in writing about how and where the records will be maintained and who DADS will contact in order to access the records; and
4. if information in item three (3) changes, the contractor will provide updated information to the DADS contract manager. The information must be provided within 10 workdays and be in writing.

- H. To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider Agency agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, age, sex, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.

The Provider Agency agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

A religious organization that contracts with the Department does not by contracting with the Department lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C. §2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Provider Agency on the same basis as any other private organization. The Provider Agency retains its independence from State and local governments, including the Provider Agency's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, the Department shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither the Department's selection of a charitable or faith-based Provider Agency of social services nor the expenditure of funds under this contract is an endorsement of the Provider Agency's charitable or religious character, practices, or expression. The purpose of this contract is the provision of social services; no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. A charitable or faith-based provider of social services under this contract shall reasonably apprise all assisted individuals of the following: "Neither the Department's selection of a charitable or faith-based provider of social services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expressions. No provider of social services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider agency because of its religious character, you may request assignment to a different provider agency. If you believe that your rights have been violated, please discuss the complaint with your provider agency or notify your appropriate case manager."

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 U.S.C. §604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of the Department to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

Additionally, Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80 or 7 CFR Part 15, prohibit a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities, on the basis of national origin. Also, 40 TAC, Part 1, §73.206 requires contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Accordingly, the contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs and activities on the basis of national origin. The contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from its programs.

- I. To comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and

- retention of verification forms for an individual hired on or after November 6, 1986, who will perform any labor or services under this contract.
- J. To pay to the Department any amounts the Provider Agency receives from the Department for services under this contract which are in excess of the amounts provided herein, within time limits set by the Department.
- K. To ensure the confidentiality of individual client records and other information relating to the client in accordance with applicable federal law, rules, and regulations, as well as applicable State laws and regulations. This provision shall not be construed as limiting the Department's right of access to client case records or other information relating to clients.
- L. To sign a computer security agreement ensuring data security, protecting privacy, and ensuring confidentiality and integrity of client, employee, and administrative information on automated systems.
- M. To submit all claims for reimbursement through the Department's billing system in a format acceptable to the Department and in accordance with the claims billing procedures in the provider manual.
- N. To submit claims for payment in accordance with billing guidelines and procedures promulgated by the Department, including electronic claims. Provider Agency certifies that information submitted regarding claims will be true, accurate, and complete and that such information can be verified by source documents from which data entry is made by the Provider Agency. Further, Provider Agency understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- O. To require any entities with whom it holds personal service agreements or subcontracts which are related to this contract to execute documents committing such entities to comply with the requirements of this contract.
- P. To refrain from entering into any subcontract(s) for Services without prior approval, or waiver of the right of prior approval, in writing by Department of the qualifications of the subcontractor(s) to perform and meet the standards fixed by this contract. All subcontracts entered into by Provider Agency shall be written and shall be subject to the requirements of this contract. Provider Agency agrees that it shall be responsible to the Department for the performance of any subcontractor.
- Q. That the Department may withhold payments, in whole or in part, if necessary because of irregularity(ies) or difference(s) from whatever cause until such irregularity(ies) or difference(s) can be adjusted. In addition, the Provider Agency is responsible for payment of any valid audit exceptions found by the Department, the Medicaid Fraud Control Unit of the Texas Attorney General's office, the United States Department of Health and Human Services and staff hired by provider agencies to conduct similar audits.
- R. That the Department may apply, at its discretion, sanctions for failure to comply with contract requirements, including but not limited to:
1. placing a hold on client referrals.
 2. withholding a Provider Agency's vendor payments.
 3. initiating contract termination.
 4. recouping overpayments.
- S. That proper adjustments may be made in the vendor payments from month to month to compensate for prior overpayment, underpayment, and/or prior payments not made in accordance with contract requirements.
- T. To comply with Executive Order 1111246, titled, "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulation at 42 C.F.R. Part 60.
- U. That if the funding under this Contract exceeds \$100,000, it will comply with applicable provisions of the Clean Air Act (42 USC § 7402, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC § 1251 et seq.).
- V. That it is responsible for the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. Provider Agency further understands that any remarks, gestures, or actions toward the Department employees, volunteers, and/or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including revocation of the contract. **(NOTE: THIS SECTION IS NOT APPLICABLE TO GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES.)**

- W. The Provider Agency certifies that the goods and/or service(s) covered by this contract are designed to be used prior to, during, and after calendar year 2000AD. The goods and/or service(s) will operate during such time periods without error relating to date data which represents different centuries or more than one century.
- X. The provider agency certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
- Y. To comply with federal legislation, section 319 of Public Law 101-121 which prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Should the potential Provider Agency engage in such activities using other than federal funds, it will provide full disclosure using Standard Form LLL, "Disclosure Form to Report Lobbying."
- Z. It has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128 (a) or (b) of the Social Security Act (42 U.S.C. 1320a-7), or Executive Order 12549. Provider Agency has also not been excluded or debarred from participation in any other state or federal health care program. Provider Agency must notify the Department within ten (10) business days of the time it receives notice that any action is being taken against Provider Agency or any person defined under the provisions of section 1128 (a) or (b), which could result in exclusion from the Medicaid program. Provider Agency agrees to comply with 45 C.F.R. Part 76, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)." This regulation requires the Provider Agency, in part, to: (a) assure that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas; (b) provide written notice to the Department if at any time the Provider Agency learns that its certification was erroneous by reason of changed circumstances; and (c) require compliance with 45 C.F.R. Part 76 by participants in lower tier covered transactions.
- AA. To disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to the Department, the Texas Health and Human Services Commission, the Texas Department of State Health Services, the Texas Department of Family and Protective Services, the Texas Department of Assistive and Rehabilitative Services, the Texas Attorney General's Medicaid Fraud Control Unit, the Health Care Financing Administration, and/or the United States Department of Health and Human Services. To keep its application for participation in the Medicaid program current by informing the Department, in writing, of any changes to the information contained in its application, including, but not limited to, federal tax identification number, or provider business addresses, at least ten (10) business days prior to making such changes. Provider Agency also agrees to notify the Department within ten (10) business days of any restriction placed on or suspension of the Provider Agency's license or certificate to provide medical services and the Provider Agency must provide to the Department complete information related to any such suspension or restriction.
- BB. That no advertising will be used to influence client's free choice of services. The solicitation of clients for services by coercion or harassment by or through the agreement or request of the Provider Agency will be considered non-compliance with this contract.
- CC. To ensure that, in connection with services, neither the Provider Agency nor the Provider Agency's employees, agents, or representatives solicit or accept gifts, favors, or any other item of value from the client or other person on behalf of the client.
- DD. To place in all literature describing its services covered under this contract prominent notices acknowledging the Department's funding to Provider Agency. A copy of the Notice shall be placed in the Provider Agency's annual report.
- EE. To comply with the requirements of Texas Human Resources Code, Chap. 102 (Rights of the Elderly), as applicable.
- FF. To notify the Department in writing of any change in ownership or control of Provider Agency or service area covered by Provider Agency at least 60 days prior to the change. A change in ownership includes any change in the business organization of the Provider Agency that directly or indirectly changes the legal entity responsible for fulfillment of the contract.
- GG. To pay for all reasonable expenses of Department, including the cost of the Department's legal counsel, incident to the enforcement of payment of all obligations of the Provider Agency by any action or participation in, or in connection with: (1) a case or proceeding under Chapters 7, 11, and/or 13 of the U.S. Bankruptcy Code or any successor statute thereto; and/or, (2) a case or proceeding involving a receiver duly appointed to handle the Provider Agency's business; and/or, (3) a case or proceeding in State court initiated by the Department when previous collection attempts have been unsuccessful. Regarding the field audit of cost reports, whenever possible, the records necessary to verify information submitted to DADS on cost reports, including related-party transactions and other business activities engaged in by the Provider Agency, must be made accessible to DADS audit staff within the state of Texas. When records are not available to DADS audit staff within the state of Texas, the Provider Agency must pay the actual costs for DADS staff to travel and review the records out-of-state. DADS must be reimbursed for these costs within 60 days of the request for payment.

- HH. To provide services in compliance with applicable Federal regulations to include those found in Chapter XIII, Title 45, Code of Federal Regulations, as amended (C.F.R.); Chapter IV, Title 42 C.F.R.; State laws and regulations, and Department policies including service delivery standards; and, the Texas Medicaid Program.
- II. That the following statement required by Texas Family code §231.006, is true and correct:
"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment, and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate."
- JJ. This paragraph is pursuant to §2252.903 of the Government Code. Any payments owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.
- KK. The Provider Agency agrees that if it is a Home and Community Support Services (HCSS) agency, it will hire Personal Assistance Services and Community Support Services providers chosen by the participant, or the participant's legally authorized representative, provided the individual who will provide the services:
1. meets minimum qualifications for the service;
 2. is willing to be employed as an attendant by the HCSS provider agency; and
 3. is willing, and determined competent by the HCSS nurse, to deliver the service(s) according to the client's individual service plan (ISP).
- LL. To make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include:
- utilizing the State of Texas Building and Procurement Commission website: <http://www.tbpc.state.tx.us/cmb/>;
 - utilizing web sites or other minority/women directory listings maintained by local Chambers of Commerce;
 - advertising subcontract work in local minority publications; and/or
 - contacting the contracting agency for assistance in locating available HUBs.

For HUB purposes, a Subcontract means a contract entered between a prime contractor and a third party. The subcontract expressly provides all or a portion of the work specified in the prime contract. A prime contractor's purchase of ancillary goods and services that support the direct provision of the contract are excluded. Each HHS agency, at its option, specifies in the contract what is and is not ancillary.

A Historically Underutilized Business (HUB) is defined as a business that is formed for the purpose of making a profit and is otherwise a legally recognized business organization under the laws of the State of Texas. At least 51% of the assets and interest and/or classes of stock and equitable securities must be owned by one or more economically disadvantaged persons who are United States citizens born or naturalized. The following are recognized by the State of Texas as having been economically disadvantaged because of their identification as members of the qualifying groups – Asian Pacific Americans (AS), Black Americans (BL), Hispanic Americans (HI), Native Americans (NA), and American Women (WO). These individuals must demonstrate active participation in the control, operation and management of the daily business affairs of the company that is proportionate to their ownership interest. HUB businesses must have a permanent business office located in Texas where the majority HUB owner(s) makes the decisions, controls the daily operations of the organization, and participates in the business. Owners must be residents of the State of Texas and meet all other certification and compliance requirements. Out-of-state businesses are ineligible for state certification.

III.

The Department agrees:

- A. To pay the Provider Agency for the direct services specified in this contract and in the provider manual or policy letter in amounts and under conditions determined by the Department as defined in the provider manual or policy letter and in accordance with applicable laws and regulations for all persons receiving such services who have been determined by the Department to be eligible for such assistance under the Title XIX Medicaid Program.
- B. To make all payments within time limits set by the Department and in accordance with applicable laws and regulations after a proper bill is submitted and approved.
- C. To make adjustment in the Provider Agency payments to compensate for prior overpayment or underpayment.
- D. To give the Provider Agency reasonable notice of any impending change in its status as a participating provider agency, except that nothing in this section shall be construed to deny the Department the right, for failure to comply with the contract or regulations published in the *Texas Register*, to cancel this contract, suspend payments, and/or any other legal remedy available to the Department.

- E. To provide a fair hearing as defined in the Department's regulations, to the Provider Agency in the event the Department suspends payments, suspends or cancels the Provider Agency's contract or assesses an amount due from the Provider Agency.
- F. To accept from the Provider Agency electronic claims submitted for reimbursement and process such claims in the same manner and in accordance with the terms and conditions of the Department's paper claims and electronic claims billing procedures.

IV.

The Department and the Provider Agency mutually agree:

- A. That if the federal and/or state law or other requirements are changed or interpreted so that the continuation of this contract on the part of either party is unfeasible or impossible, or if the parties to this contract should be unable to agree upon modifying amendments which would be needed to enable its substantial continuation as the result of amendments or judicial interpretations, then, and only in that event, both the Provider Agency and the Department shall be discharged from further obligations created under the terms of this contract, except for equitable settlement of the respective accrued interests up to the date of the termination.
- B. That this contract shall continue subject to the availability of appropriated funds or until the federal and/or state governments cease to participate in the program, or by mutual consent of the Department and the Provider Agency, or if not by such mutual consent, either party to this contract may cancel any or all programs covered by this contract by the giving of sixty (60) days notice in writing to the other party and this contract for the applicable program(s) shall thereupon be canceled upon the expiration of such sixty (60) day period. Nothing in this section shall be construed to forbid the Department from terminating any or all programs covered by this contract when it is established that the Provider Agency is failing to comply with the terms of this contract or the appropriate provider manual and its revisions, and the applicable federal and state regulations, as they now read or as they may be amended. The Department may terminate any programs covered by this contract for which the Provider Agency has not billed for services for six (6) consecutive months.
- C. That this contract may be amended by the Department's written notice to Provider Agency in the form of a letter or written amendment. Such letters or amendments shall be incorporated into and become a part of this contract.
- D. That the Department will make available to the Provider Agency the applicable Provider Manual and any changes that amend, modify, or change the standards for participation. The Department will notify the Provider Agency when this information is available via the Internet and the Provider Agency must access the information electronically from that point forward. If the information is available via the Internet, the Department will furnish the Provider Agency with a copy of the printed information.
- E. That any breach or violation of any of the provisions of the contract and state and federal regulations shall make this entire contract, at the Department's option, subject to cancellation.
- F. That this contract shall not be transferable or assignable without express prior written approval of the Department.
- G. That by signing this contract, the Provider Agency and the Department accept all of the stipulations in the contract, and agree to each and every provision therein and further agree that this contract shall be considered completed and executed and this contract shall be binding on the said Provider Agency and the Department at such time as the Department notifies the Provider Agency of its participating status.
- H. That the Department, pursuant to the Human Resources Code, 32.0125, may assess monetary penalties against the Provider Agency for contract violations as required by 42 USC, 1396t(j). Such assessments are to be applied in accordance with Department's rules as published in the Texas Administrative Code and shall be in addition to any other penalties and/or sanctions authorized by federal or State law and regulations.
- I. That the Department has authority to monitor and conduct fiscal and/or program reviews of both the Provider Agency and its subcontractor(s) to the extent of services provided under the terms of this contract. On site visits as well as access at reasonable times to all books and records will be granted to State or federal auditing agencies, representatives of the U.S. Department of Health and Human Services and/or Department when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing, or evaluating said materials.
- J. That in compliance with Section 2262.003, Texas Government Code, as amended by Section 2 of House Bill 905 of the 79th Regular Session of the Texas Legislature, signed by the Governor and effective June 18, 2005:
 - 1. the State Auditor's Office (SAO) may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
 - 2. acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

3. under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to:
 - a. evaluating the entity's performance under the contract or subcontract;
 - b. determining the state's rights or remedies under the contract; or
 - c. evaluating whether the entity has acted in the best interest of the state.
- K. That for Title XX programs, the Department shall, by Form 2029 (Information Sheet, Purchase of Service Contract), set the rate and/or maximum amount of funds available to be paid to Provider Agency by the Department. Form 2029 is incorporated into and made a part of this contract and is effective for the time period stated on the form. Form 2029 may be amended by the Department as necessary to comply with State and federal laws and regulations or renewed by the Department by a new Form 2029 and incorporated into and made part of this contract.
- L. That the Department will provide technical assistance to the Provider Agency to assist the Provider Agency in meeting contract requirements and program standards as defined in the provider manual, and that the technical assistance will be provided upon the Provider Agency's request or at the Department's discretion.

INCORPORATION BY REFERENCE

The following marked or listed certification(s) is/are on file with both the Texas Department of Aging and Disability Services and the Provider Agency or Subgrantee and is/are hereby incorporated into this contract by specific reference.

- | | | | |
|-------------------------------------|---|-----------|-------------------|
| <input checked="" type="checkbox"/> | Form 3681, Application for Participation in CCAD Services..... | dated | <u>12/21/2007</u> |
| <input checked="" type="checkbox"/> | Form(s) 3691, Application Information by DADS Region | dated | <u>12/21/2007</u> |
| <input checked="" type="checkbox"/> | Form 2031, Corporate Board of Directors Resolution..... | notarized | <u>12/21/2007</u> |
| <input type="checkbox"/> | HCFA Form 5871, Disclosure of Ownership and Control Interest Statement..... | dated | <u>n/a</u> |
| <input checked="" type="checkbox"/> | Form 4732, Non-Governmental Provider Agency | dated | <u>12/21/2007</u> |
| <input checked="" type="checkbox"/> | Form 4223, Client Service HUB Subcontracting Plan, Applicant Status Determination..... | dated | <u>12/21/2007</u> |
| <input type="checkbox"/> | Form 4224, HUB Subcontracting Plan, Subcontractor Status Determination for Vendor and Grant Contracts | dated | <u>n/a</u> |

The following items (if any) are also incorporated into the contract by specific reference.

- | |
|---|
| Form 1513 - Disclosure of Ownership and Control Interest Statement, signed 12/21/2007.
Form 3603 - Facility Ownership Information, notarized 12/21/2007.
Form CSA - Affidavit Concerning Payment of Child Support, for Hilda B. Rodriguez, notarized 12/21/2007.
Form 3693 - Individual Information, for Hilda B. Rodriguez, notarized 12/21/2007.
Copy of Driver's license and social security card. |
|---|

For the faithful performance of the terms of this contract, the parties hereto in their capacities stated, affix their signatures and bind themselves.

Texas Department of Aging
and Disability Services

 3.17.08
Signature - DADS Representative Date

Name of DADS Representative (Print or type)
Tommy Ford
Title of DADS Representative (Print or type)
Acting Director, Community Services

Legal Name of Provider Agency
HILDA B. RODRIGUEZ

~~Hilda B Rodriguez~~ 12/21/07
~~Hilda B Rodriguez~~ 11/06/07
Signature - Provider Agency Representative Date
H-BR

Name of Person Signing (Print or type)
HILDA B. RODRIGUEZ
Title of Person Signing
OWNER

Approved by OGC

RECEIVED
DADS
JAN 02 2008
Comm Svs
Contracts

State of Texas §

County of Travis §

REGIONAL CONTRACT SERVICES
RECEIVED

JUL 27 2010

Community Services Contract Amendment

Section 1. Contractor Information

Legal Name of Entity (Contractor) Hilda B. Rodriguez	Contract No. 001015933	Contract Type DAHS
Doing Business As (d/b/a) Name, if applicable Mi Hacienda Adult Day Care	Amendment No. 11-01	Region No. 11
Address of Contractor (street, city, state, ZIP) 2917 N. Westgate Dr., Weslaco, TX 78596	Waiver Contract Area	Component Code

Section 2. Change Information

The Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above agree to amend contract number 001015933 as follows:

Check all applicable changes:

- The following counties MRAs are added to the contract referenced above.
Adding Willacy County to the contract.
- The following counties MRAs are deleted from the contract referenced above.
Deleting Starr County from the contract.
- The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment.
- The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
- Other


The above-marked changes are adopted by the Department and the Contractor as an amendment to the above referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the referenced contract remain in full force and effect.

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**Department of Aging
and Disability Services**

Hilda B. Rodriguez dba Mi Hacienda Adult Day Care


Signature—Department Representative
Date 7/16/10
William Campbell

Hilda B Rodriguez
Signature—Contractor Representative
Date 6-18-2010
Hilda B. Rodriguez

Name of Department Representative (Print or type)
Director, Community Service Section
Title of Department Representative (Print or type)

Name of Contractor Representative (Print or type)
Administrator/Owner
Title of Contractor Representative (Print or type)

Legal Approval _____

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