

Community Services Contract - Provider Agreement**I. Contractor Information**

1.1 Name of Legal Entity (the "Contractor") A&A Advantage Care, Inc	
1.2 Doing Business As (d/b/a) Name, if applicable	
1.3 Email Address of Contractor's Signature Authority [REDACTED]	1.4 Area Code and Phone No. 972-571-5910
1.5 Physical Address of Legal Entity (Street, City, State, ZIP Code) 1467 LeMay Dr., Suite 112, Carrollton, Texas 75007	
1.6 Taxpayer ID. No. (EIN or SSN) 35-2386044	1.7 National Provider Identifier (NPI) or Atypical Provider Identifier (API) 1306154992
1.8 Contract Effective Date (the "Begin Date") May 19, 2020	1.9 Contract Expiration Date (the "Expiration Date") November 19, 2022
1.10 Contract Type HCS	
1.11 Contract No. H H S 0 0 0 0 0 4 6 0 0 4 5 1	1.12 Provider No. 0 0 1 0 3 1 0 4 4
1.13 Service Area(s) (Region, Catchment Area or Waiver Contract Area) WCA-3	
1.14 Service Codes	
1.15 Component Code (HCS, TxHmL, CDS-HCS and CDS-TxHmL only) 8Y7	1.16 Cross Reference No. (Hospice only)

II. Introduction

The Texas Health and Human Services Commission ("HHSC") and the Contractor named in Section I (HHSC and Contractor may be referenced in this document collectively as the "Parties" and individually as the "Party") hereby enter into this **Community Services Contract - Provider Agreement** (the "Contract") for the provision of services under the Contract type specified in Section I for the considerations set forth herein. The Contract Begin Date specified in Section I is not valid until this Contract is signed by both parties.

III. General Requirements

The Contractor hereby agrees:

III.1 In General

- A. To provide all services in the Contract Type and in the Service Area, specified in Section I of this Contract.
- B. To comply with all applicable federal and Texas state statutes and rules, including the following:
 - 1. Title 42, Code of Federal Regulations (CFR), Chapter IV;
 - 2. Title 45, CFR, Part 96;
 - 3. Texas Human Resources Code, Title 2, Chapter 32;
 - 4. Texas Human Resources Code, Title 6, Chapter 102;
 - 5. Texas Health and Safety Code, Title 4, Chapters 250 and 253;
 - 6. Title 1, TAC, Part 15, Chapter 355, or its successor; and
 - 7. Title 40, Texas Administrative Code (TAC), Part 1, or its successor.
- C. To comply with the following documents promulgated by HHSC:
 - 1. applicable provider manuals or handbooks;
 - 2. applicable billing guidelines; and
 - 3. applicable provider communications, including provider letters, information letters and policy clarifications.
- D. To comply with applicable federal and Texas laws and rules regarding confidentiality of information regarding a person. This provision shall not be construed as limiting HHSC's access to a person's records or other information relating to the person.

III.2 Electronic Visit Verification ("EVV")

- A. To ensure:
 - 1. the EVV system is used to verify the provision of services governed under 40 TAC, Chapter 68 or its successor;
 - 2. only authorized people access the Contractor's EVV account;
 - 3. all data elements required by HHSC or HHSC's designee are uploaded or entered into the EVV system completely, accurately, and in a timely manner;
 - 4. that each time services governed by 40 TAC Chapter 68 or its successor are delivered to an individual, the Contractor's staff uses the EVV system; and
 - 5. service delivery documentation is immediately available for review by HHSC when requested.
- B. Equipment provided to Contractor by HHSC, HHSC's designee, or an HHSC-approved EVV vendor, must be returned in good condition when the equipment is no longer needed under this Contract.

In the context of this agreement, "good condition" means Contractor must not place any marks or identifying information on the equipment, and may not alter information on the equipment including logos and serial numbers. If the equipment is lost, stolen, marked, altered or damaged by Contractor, Contractor may be required to pay the replacement cost for each piece of equipment that is lost, stolen, marked or damaged. Replacement costs for lost, stolen, marked or damaged equipment may be assessed periodically.

If Contractor recovers previously lost or stolen equipment for which Contractor paid the replacement cost in the prior 12 months, Contractor may return the equipment and be reimbursed for the replacement costs within 12 months of the date HHSC, HHSC's designee or an HHSC-approved EVV vendor (as applicable) received payment in full from the Contractor. This is provided the equipment is returned in good condition as specified above.
- C. HHSC may perform quarterly reviews to determine if Contractor has complied with EVV compliance requirements.
- D. If the Contractor determines an electronic record in the EVV system needs to be adjusted, the Contractor will make the adjustment in the EVV system using most appropriate reason code(s) or other identifiers ("codes") defined or approved by HHSC or HHSC's designee that identify reasons for the adjustment. Each time the Contractor adjusts an electronic record in the EVV system, the Contractor must enter the applicable codes.
- E. HHSC, in its sole discretion, identifies EVV non-compliance, EVV cell phone usage, misuse of reason code(s) and may conduct reviews to ensure EVV compliance as outlined in the EVV Policy Handbook.
- F. Contractor must begin using an HHSC-approved EVV system prior to submitting an EVV relevant claim.
- G. All EVV relevant claims require a matching EVV transaction. Without a matching EVV transaction, the claim will be denied.
- H. Contractor must submit all EVV related claims through the Texas Medicaid Claims Administrator, or as otherwise described in the EVV Policy Handbook.

- I. Contractor signature authority and EVV coordinator or representative must take all required EVV training as outlined in the EVV Policy Handbook.

III.3 Updating HHSC

- A. To disclose information on ownership and control, information related to business transactions and information on persons convicted of crimes in accordance with 42 CFR, Part 455, Subpart B, and to submit updated ownership and control disclosures within 10 business days of a change in ownership or control interest and at any time within 35 business days of a written request by HHSC or the U.S. Department of Health and Human Services ("HHS").
- B. To keep its application for participation in the contracted program current by informing HHSC in writing of:
1. a change of ownership or a change in the Contract's legal entity that directly or indirectly changes the legal entity responsible for fulfilling this Contract at least 60 calendar days prior to the date of the change;
 2. a change in the name of the person authorized to negotiate, execute, amend or terminate this Contract on behalf of the Contractor within 30 calendar days of the date of the change; and
 3. a change in the name, phone number, fax number or e-mail address of the Contractor's contact person or the name of the Contractor, if the change is not a change in the Contractor's legal entity, within 14 calendar days of the date of the change.
- C. To keep its contractor certifications current by informing HHSC in writing within three business days after the Contractor learns that any of the certifications were erroneous when submitted and within three business days after a change that causes the certifications to become erroneous by reason of changed circumstances.
- D. To notify HHSC in writing:
1. if the Contractor files for bankruptcy within 14 calendar days after filing;
 2. if a controlling person, as that term is defined in 40 TAC §49.102 or its successor, is convicted of an offense listed in 40 TAC §49.206 or its successor within 3 business days after the contractor or controlling person becomes aware of the conviction;
 3. if the Contractor or a controlling person is excluded from participation in Medicare, Medicaid or any federal or state health care program in accordance with §§1128, 1128A, 1136, 1156, or 1842(j)(2) of the Social Security Act, within three business days after the Contractor or controlling person becomes aware of the exclusion; and
 4. if the Contractor is notified by HHSC that its enrollment application has been denied or abated within three business days after the notification date.

III.4 Claims

- A. To accept HHSC's reimbursement rates as payment in full for the services specified in this Contract to the persons for whom a payment is received, and to make no additional charge to the individual, any member of their family or to any other source for any supplementation for such services, unless specifically allowed by HHSC rules.
- B. To submit claims for payment in accordance with HHSC Claims Administrator billing guidelines applicable to the services under the Contract.
- C. That except as may be specifically authorized by HHSC in writing, if Contractor is required to use an HHSC-approved EVV system, Contractor must ensure that claims for services are supported by service delivery records that have been verified by the Contractor and fully documented in an HHSC-approved EVV system before being submitted for payment.
- D. That HHSC may make proper adjustments to the Contractor's payments from month to month to compensate for prior overpayments, underpayments or payments not made in accordance with the requirements of this Contract. The Contractor further agrees HHSC may withhold Contractor's payments, in whole or in part, because of differences from whatever cause until such differences are resolved.
- E. That the Contractor is responsible for payment of any valid audit exceptions found by HHSC, HHS or the Texas Attorney General's Medicaid Fraud Control Unit ("AG-MFCU").
- F. That in accordance with §403.0551, Texas Government Code, and unless otherwise prohibited by any other law, any payments due to the Contractor under this Contract will be first applied toward any debt or back taxes the Contractor owes the state of Texas. Payments will be so applied until such debts and back taxes are paid in full.
- G. That failure to upload EVV data elements or enter the EVV data elements completely, accurately, or in a timely manner, may result in claim denial.

III.5 Provisions governing staff and subcontractors

- A. To require any subcontractor to execute documents that binds the subcontractor to comply with the provisions of this Contract. Subcontractor means an individual or entity to which the Contractor has contracted with or delegated some of its management functions or responsibilities of providing all or a part of the services required of the Contractor under this Contract.
- B. That it is responsible for the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. The Contractor understands that any remarks, gestures or actions toward HHSC employees, volunteers 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 terminating this contractor.
- C. 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.

- D. To certify and ensure that it utilizes and will continue to utilize, for the term of this Contract, the U. S. Department of Homeland Security's e-Verify system to determine the eligibility of:
1. all people employed during the Contract term to perform duties within Texas; and
 2. all people (including subcontractors).
- E. That representatives of HHSC, AG-MFCU and HHS may conduct interviews of Contractor personnel, subcontractors and their personnel, witnesses, and clients without a Contractor's representative present unless the person interviewed voluntarily requests that the representative be present. The Contractor must not coerce its personnel, subcontractors and their personnel, witnesses, or clients to accept representation by the Contractor, and the Contractor agrees that no retaliation will occur to a person who denies the Contractor's offer of representation. Nothing in the 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. The Contractor must ensure by contract or other means that its personnel and subcontractors cooperate fully in any investigation conducted by representatives of HHSC, AG-MFCU and HHS.
- F. That if it is a Home and Community Support Services agency ("HCSSA"), the Contractor will hire Personal Assistance Services and Community Support Services providers chosen by the client or the client's legally authorized representative, if requested, and 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 Contractor; and
 3. is willing, and determined competent by the Contractor, to deliver the service(s) according to the client's individual service plan.

III.6 Recordkeeping

- A. To maintain its accounting records in accordance with generally accepted accounting principles ("GAAP"). GAAP are established by the Financial Accounting Standards Board ("FASB").
- B. To retain in the form in which it was created:
1. A record developed and maintained in accordance with 40 TAC §49.305, or its successor, until the latest of the following:
 - a. seven years after the Contractor submits a claim for the service about which the record relates;
 - b. seven years after all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record are resolved; or
 - c. the person about whom the record relates becomes 21 years of age; and
 2. this Contract and any contract solicitation documents until the latest of the following:
 - a. seven years after this Contract expires or is otherwise terminated; or
 - b. seven years after all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Contract are resolved, or the date on which the person about whom the records relate becomes 21 years of age.
- C. If this Contract expires or is otherwise terminated, to provide HHSC the following information:
1. the location of records related to this Contract; and
 2. the name, address, phone number and email address of a person HHSC may contact to arrange access to the records.

III.7 Civil Rights Clause

- A. The Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
7. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

The Contractor agrees to comply with all amendments to the above-referenced laws, and all related regulations. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be subjected to discrimination.

The Contractor further agrees to:

1. comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, which prohibit a contractor from adopting and implementing policies and procedures that exclude or limit clients' participation in programs and benefits, based on national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who are not fluent in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English;
2. post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for HHSC's Civil Rights Office. The posters are available on the HHS website at: hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters;

3. comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by the U.S. Department of Agriculture ("USDA") or HHS shall not discriminate against a program beneficiary based on religion or religious belief. Contractor must provide written notice to beneficiaries of their rights;
4. upon request, provide HHSC's Civil Rights Office with copies all of the Contractor's civil rights policies and procedures; and
5. notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

Civil Rights Office
HHSC
701 W. 51st Street; Mail Code W-206
Austin, Texas 78751
Toll Free: 888-388-6332
Phone: 512-438-4313
TTY Toll Free: 877-432-7232
Fax: 512-438-5885

- B. That if the Contractor is a charitable or faith-based Contractor under this Contract, it must apprise all residents of the following: "Neither HHSC's selection of a charitable or faith-based contractor nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. No contractor may discriminate against you because of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a Contractor because of their religious character, you may request a different contractor. If you believe that you have been discriminated against, please discuss the complaint with your contractor or notify your appropriate case manager."

III.8 Fraud Prevention

- A. To screen its employees and contractors to determine if they have been excluded from Medicare, Medicaid or any federal or state health care program. The Contractor agrees to search monthly the HHS-Office of Inspector General ("OIG") and Texas Health and Human Services Commission Office of 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 HHSC-OIG any exclusion information the Contractor discovers. Exclusionary searches for prospective employees and contractors shall be performed prior to employment or contracting.
- B. That no Medicaid payments can be made for any items or services directed or prescribed by a physician or other authorized person who is excluded from Medicare, Medicaid or any federal or state health care program 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 contractor, practitioner or supplier who is not excluded.
- C. 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, the Contractor agrees to keep all records necessary to disclose the extent of services the Contractor furnishes to people in the Medicaid program and any information relating to payments claimed by the Contractor for furnishing Medicaid services. On request, the Contractor also agrees to furnish HHSC, AG-MFCU, or HHS any information maintained under 42 C.F.R. §431.107(b). The Contractor will furnish copies of this information free of charge.

III.9 Sanctions

- A. That HHSC may apply, at its discretion, sanctions if the Contractor fails to comply with any provision of the Contract, including:
1. recouping overpayments;
 2. suspending the Contractor's payments; and
 3. initiating termination of the Contract.
- B. That payments to the Contractor under this Contract may be withheld during the pendency of a hearing on the termination of this Contract until a final decision is issued and all appeals are exhausted. HHSC shall pay the withheld payments and resume contract payments if the final decision is favorable to the Contractor.
- C. That in accordance with 42 C.F.R. §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.

III.10 Handling Sensitive Personal Information and Breach Notification

- A. As part of its contract with HHSC Contractor may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.
- B. Contractor must notify HHSC of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this Contract, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to HHSC as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify everyone whose sensitive personal information has been or is reasonably believed to have been compromised.
- C. Contractor must either disclose the unauthorized acquisition, access, use or disclosure to everyone whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with HHSC doing the disclosure if:
1. Contractor experiences a breach of system security involving information owned by HHSC for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
 2. Contractor experiences a breach of unsecured protected health information, as 45 C.F.R. §164.402 defines that phrase, and HHSC becomes responsible for doing the notification required by 45 C.F.R. §164.404.

HHSC may, at its discretion, waive Contractor's payment of expenses associated with HHSC doing the disclosure.

III.11 Miscellaneous Requirements

- A. To comply with Texas Health and Safety Code, §85.113 and §85.115 concerning workplace and confidentiality guidelines for persons with AIDS or HIV.
- B. To comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387), if funding for the Contract exceeds \$100,000.
- C. That in accordance with §2155.4441, Texas Government Code, the Contractor shall, in performing any service under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period to products and materials produced outside of Texas.
- D. To make a good faith effort to utilize historically underutilized businesses ("HUBs") when subcontracting. Some methods for locating HUBs include using searchable HUB databases at the Texas Comptroller of Public Accounts' website, using websites or other minority/women directory listings maintained by local chambers of commerce, advertising subcontract work in local minority publications or contacting HHSC for assistance in locating available HUBs.
- E. 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).

The 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. The Contractor will provide HHSC at least 3 copies of such publication prior to public release. The Contractor will provide additional copies at the request of HHSC.

The Contractor may include information concerning this Contract's terms, subject matter, and estimated value in any report to a governmental body to which the law requires the Contractor to report such information. The Contractor must not use HHSC's logo under any circumstances.

IV. HHSC Agreements**HHSC hereby agrees:**

- A. To pay the Contractor for services provided under the Contract type specified in Section I of this Contract in amounts and under conditions determined by HHSC as defined in this Contract, the applicable Contractor manual, handbook, policy letter or program rules and standards and in accordance with applicable laws and regulations for all eligible persons receiving such services under Title XIX and or Title XX.
- B. To pay the Contractor within time limits set by HHSC and in accordance with applicable laws and regulations after a proper claim for payment is submitted and approved for payment in accordance with HHSC's Claims Administrator billing guidelines.
- C. To adjust payments to the Contractor to compensate for prior overpayment or underpayment.
- D. To give the Contractor reasonable notice of any impending change in its status as a participating Contractor, except that nothing in this section shall be construed to deny HHSC the right, for failure to comply with this Contract or regulations published in the *Texas Register*, to terminate this Contract, suspend payments or take any other legal remedy available to HHSC.

- E. To provide a hearing, in accordance with TAC, Title 1, Part 15, Chapter 357, Subchapter I, or its successor to the Contractor in the event HHSC imposes an adverse action on the Contractor under this Contract.
- F. To make available to the Contractor the applicable Contractor manual and any changes to that manual that change the requirements for participation.
- G. That a religious organization that contracts with HHSC does not by contracting with HHSC lose the 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 Contractor on the same basis as any other private organization. The Contractor retains its independence from state and local governments, including the Contractor's control over the definition, development, practice and expression of its charitable or religious beliefs. Except as provided by federal law, HHSC 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 this Contract, then only the financial assistance provided by these funds will be subject to audit. However, neither HHSC's selection of a charitable or faith-based Contractor nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expression. The purpose of this Contract is the provision of community services. No state expenditures have as their objective the funding of sectarian worship, instruction or proselytization, and no state funds shall be expended for these purposes.

V. HHSC and Contractor Agreements

HHSC and Contractor hereby agree:

- A. That in the event any provision of this Contract becomes unenforceable or void all other provisions of this Contract will remain in effect.
 - B. That the Contractor may not transfer or assign this Contract without the express prior written approval of HHSC.
 - C. That this Contract may be assigned to a state agency or agencies.
 - D. That HHSC may amend this Contract by written notice to the Contractor. HHSC reserves the right to amend this Contract through execution of a unilateral amendment signed by an HHSC person with delegated signature authority and provided to the Contractor under the following circumstances:
 - 1. to correct an obvious clerical error in the Contract;
 - 2. to incorporate new or revised federal or state statutes, rules or policies;
 - 3. to comply with a court order or judgment; and
 - 4. to change the name of the Contractor to reflect the Contractor's name as recorded by the Texas Secretary of State.
 - E. That nothing in this Contract or any conduct by a representative of HHSC relating to this Contract shall be construed as a waiver of the state's sovereign immunity to suit.
 - F. That neither party to this Contract waives its right to enforce a right under this Contract by failing to enforce or delaying the enforcement of any other right under this Contract.
 - G. That the Contractor is an independent contractor and not an employee of HHSC for any purpose. The Contractor and HHSC agree that:
 - 1. HHSC will not withhold or pay on behalf of the Contractor any sums for income tax, unemployment insurance, Social Security or any other withholding, or make available to the Contractor any of the benefits, including workers' compensation insurance coverage and health and retirement benefits, afforded to HHSC employees; and
 - 2. the Contractor must indemnify HHSC from any liability, including attorneys' fees and legal expenses, incurred by HHSC with respect to claims that HHSC should have been withholding or making payments on behalf of the Contractor or providing benefits to the Contractor's employees.
 - H. That nothing in this Contract is intended to create a joint venture, a partnership or a principal-agent relationship.
 - I. That the Contractor assigns to HHSC all claims for overcharges associated with this Contract arising under the anti-trust laws of the United States, 15 U.S.C. §§ 1-38, or the anti-trust laws of the state of Texas, Tex. Bus. & Com. Code, §§ 15.01-.40.
 - J. That HHSC has authority to monitor and conduct fiscal and program compliance reviews of the Contractor and its subcontractor(s) to the extent of services provided under the terms of this Contract. The Contractor will grant on-site access at reasonable times to all records relating to services provided and payments received under the terms of this Contract to state and federal auditing agencies and personnel and representatives of HHSC and HHS when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing or evaluating Contractor's performance under this Contract and compliance with applicable state and federal laws, rules and regulations; the applicable HHSC provider handbook or manual; and this Contract.
- That for Title XX programs, HHSC shall, by Form 2029, Information Worksheet – POS Contract, set the rate or maximum amount of funds or both available to be paid to Contractor by HHSC. Form 2029 is incorporated into and made a part of this Contract and is effective for the time stated on the form. Form 2029 may be amended by HHSC as necessary to comply with state and federal laws and regulations or renewed by HHSC by a new Form 2029 and incorporated into and made part of this Contract.
- K. That in compliance with §2262.003, Texas Government Code:
 - 1. the state auditor 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 state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. That this Contract shall continue subject to the availability of appropriated funds or until the federal or state governments or both cease to participate in the program.
- M. That any breach or violation of any of the provisions of this Contract or state or federal regulations shall make this entire Contract, at HHSC's option, subject to termination.
- N. That if HHSC does not renew the Contractor's contract due to the Contractor's noncompliance with applicable federal or Texas statutes or rules, the Contractor cannot enter into another contract for a Community Services program until the application denial period established by HHSC expires.
- O. That the venue for any lawsuit between HHSC and the Contractor shall be Travis County, Texas.
- P. That this Contract may be terminated by:
1. mutual agreement of HHSC and the Contractor;
 2. either party to this Contract by giving 60 calendar days written notice to the other;
 3. HHSC for reasons set forth in federal or state laws or rules, the terms of this Contract, or the applicable Contractor manual, handbook, or program standards;
 4. HHSC if a certification made by the Contractor in this Contract is inaccurate or becomes inaccurate; or
 5. HHSC for good cause.

Incorporation by Reference

The following documents are incorporated into this Contract and are on file with HHSC:

Form 2029, Information Worksheet for Purchase of Service Contract, if applicable per **Section V(J)**

Form 3681, Community Services Contract Application

Form 5871/5871-S, Disclosure of Ownership and Control Statement, whichever is applicable to this Contract

Contract Affirmations

OMB No. 4040-0007, Federal Assurances – Non-Construction Programs

If marked, the following documents are incorporated into this Contract and are on file with HHSC:

- ☒ HHS Data Use Agreement
- ☒ HHS Information Security and Privacy Initial Inquiry
- ☒ Form 2031/2031-G, Designation of Authorized Individual(s), whichever is applicable to this Contract
- ☐ Form 3681-B, Community Services Contract Application, Addendum B
- ☐ Form 3681-C, Community Services Contract Application, Addendum C
- ☐ Form 3691, Service Area Designation
- ☒ Form 3691-A, Service Area Designation (TxHmL, HCS, CDS and TAS)
- ☒ Certification Regarding Lobbying
- ☐

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

Texas Health and Human Services Commission

A & A Advantage Care Inc

DocuSigned by:
By Dana L. Collins 05/19/2020
7688F69C7CE543B... Date Signed

By David Rogers 05-17-2020
Signature Date Signed

Dana L. Collins
Name (print or type)

David Rogers
Name of Authorized Person (print or type)

Director, Contract Administration and Provider Monitoring
Title

President
Title of Authorized Person (print or type)



TEXAS
Health and Human
Services

Form 4732
June 2017-E

Nongovernmental Contractor Certification

The Texas Health and Human Services Commission (HHSC) has adopted rules pertaining to contracting with organizations in which a former board member or employee (whose last day of duty was within the past two years) has any ownership or control, or who is an employee. Additionally, the HHSC adopted standards for contracting with contractors associated with current or former employees and board members, and their relatives. Completion of this form is necessary to help HHSC determine compliance with those rules.

All potential nongovernmental contractors for any type of contract must complete this certification. An application to contract with HHSC may be denied and a contract, if awarded, may be terminated for cause if:

- (1) the contractor knowingly provides incorrect information in its certification; or
- (2) the contractor uses a subterfuge, such as a subcontract arrangement, to avoid the application of state laws or HHSC rules.

Does the potential contractor have an officer, director, employee, consultant or owner (in whole or in part) who is:

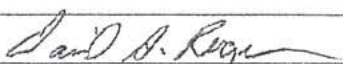
1. Currently an HHSC employee? ☐ Yes ☒ No
2. Former HHSC employee whose last day of duty was within the past two years? ☒ Yes ☐ No
3. Related (see relationship key below) to a current HHSC employee? ☐ Yes ☒ No
4. Related (see relationship key below) to a former HHSC employee whose last day of service was within the past two years? ☐ Yes ☒ No

Relationship Key	Wife Husband Father Mother	Brother Sister Son Daughter	Stepdaughter Stepson Mother-in-law Father-in-law	Sister-in-law Brother-in-law Son-in-law Daughter-in-law
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IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, YOU MUST COMPLETE AND ATTACH FORM 4732-A.

CERTIFICATION

I certify the information set forth in this form is true and complete. If found to be otherwise, I understand it is sufficient cause for HHSC to deny the legal entity's application to contract with HHSC or, if applicable, terminate the legal entity's existing contract with HHSC.

Name of Potential Nongovernmental Contractor A&A Advantage Care Inc.	Taxpayer Identification No. 35-2386044	National Provider Identifier (NPI) 1306154992	Contract No., if applicable
 Signature — Authorized Representative		12/10/2018 Date Signed	David A. Rogers Print or Type Name

Nongovernmental Contractor Certification (Part II)

As a condition for receiving a contract or having a contract renewed, potential contractors who answered **Yes** to any question on Form 4732 must complete this form. The questions must be fully answered and the certification must be completed and signed. The answers are used to determine compliance with the Health and Human Services Commission (HHSC) rules found in the Texas Administrative Code, Title 40, Chapter 79, §§79.1801-1806.

1. Did you answer Yes to question 1 or 2 on Form 4732? ☒ Yes ☐ No

If No, skip to question 2. If Yes, complete the following information for those persons. If they are FORMER DADS employees, indicate whether association with the potential contractor resulted in a 25% or more increase in overall annual benefits (including salary) over what was received when the person was with DADS.

DADS Person Associated with Potential Contractor David A. Rogers		Current/Last Position Held at DADS (use functional job title) QIDP II	
Current/Ending Annual Salary \$46,287.00		DADS End Date (if applicable ex. 01/01/2016) 04/16/2018	
Program/Support Area at DADS Program	Current Position with Potential Contractor President	Begin Date (ex. 01/01/2016) 05/01/2018	25% or More Increase in Compensation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DADS Person Associated with Potential Contractor		Current/Last Position Held at DADS (use functional job title)	
Current/Ending Annual Salary			DADS End Date (if applicable ex. 01/01/2016)
Program/Support Area at DADS	Current Position with Potential Contractor	Begin Date ex. 01/01/2016	25% or More Increase in Compensation <input type="checkbox"/> Yes <input type="checkbox"/> No

DADS Person Associated with Potential Contractor		Current/Last Position Held at DADS (use functional job title)	
Current/Ending Annual Salary			DADS End Date (if applicable ex. 01/01/2016)
Program/Support Area at DADS	Current Position with Potential Contractor	Begin Date (ex. 01/01/2016)	25% or More Increase in Compensation <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Did you answer Yes to question 3 or 4 on Form 4732? ☐ Yes ☒ No

3. Is a current or former employee of HHSC or DADS, or an organization controlled (in whole or in part) by a current or former employee of HHSC or DADS, applying for this contract? ☒ Yes ☐ No

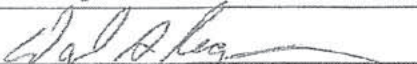
4. Is a relative of a current or former HHSC or DADS employee, or an organization controlled (in whole or in part) by a relative of a current or former HHSC or DADS employee, applying for this contract? ☐ Yes ☒ No

5. Financial Interest - Provide the name and other requested information about any person listed on this form who is owner (in whole or in part), officer, director or employee your organization.

[illegible]

CERTIFICATION

I certify the information set forth in this form is true and complete. If found to be otherwise, I understand it is sufficient grounds for HHSC to deny the legal entity's application to contract with HHSC.

Name of Person Associated with Potential Contractor A&A Advantage Care Inc.	National Provider Identifier (NPI) 1306154992	Contract No., if applicable
 Signature - Authorized Representative	<u>12/19/2018</u> Date Signed	Print or Type Name of the Authorized Representative David A. Rogers



TEXAS
Health and Human
Services

Form 5871-S
June 2017-E

Disclosure of Ownership and Control Statement Short Form

Attention! This form may only be used by a disclosing entity (applicant/provider) that meets the requirements set forth in the instructions to the form. **Carefully read the instructions to determine if you may use this form.** If you do not meet the requirements set forth in the instructions, you must complete and submit Form 5871, Disclosure of Ownership and Control Statement.

Section 1. Disclosing Entity Information

Legal Name of Disclosing Entity (applicant/provider) A&A Advantage Care Inc		Doing Business As (d/b/a), if applicable	
Name of Contact Person David A Rogers		Title or Relationship to Disclosing Entity President	
Area Code and Telephone No. (972) 571-5910	Area Code and Fax No. N/A	Email Address david555rogers2018@gmail.com	
Business Entity Type			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> For-profit Corporation <input type="checkbox"/> Publicly Traded <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Trust, Living Trust or Estate <input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Governmental (check one): <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Hospital District/Authority <input type="checkbox"/> LIDDA			
Taxpayer Identification No. (EIN or SSN) 35-2386044		Provider Identifier No. (NPI or API) 1306154992	

Section 2. Disclosing Entity's Ownership and Control Interest Information

See Exhibit A of the instructions for a list of required ownership and control interest disclosures by business entity type.

First Name of Individual David		Last Name Rogers		MI A	Jr., Sr., etc.
Social Security No. 444828284	Date of Birth (mm/dd/yyyy) 02/27/1967	Title or Position Held with Disclosing Entity President		Percent of Ownership 100%	
Physical Address (Street, City, State, ZIP Code) 1467 LeMay, Suite 112, Carrollton, Texas 75007			Driver License No. 16584016	State Texas	

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)			Driver License No.	State	

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)			Driver License No.	State	

Section 2. Disclosing Entity's Ownership and Control Interest Information (continued)

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

First Name of Individual		Last Name		MI	Jr., Sr., etc.
Social Security No.	Date of Birth (mm/dd/yyyy)	Title or Position Held with Disclosing Entity		Percent of Ownership	
Physical Address (Street, City, State, ZIP Code)				Driver License No.	State

For for-profit corporations only

Has 100% ownership interest been disclosed in Section 2?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, does each of the remaining shareholders own less than 5%?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, disclose remaining shareholders that have a 5% or more ownership interest or attach an explanation why these shareholders are not disclosed.		

Section 3. Other Ownership and Control Interest Information

A. Does any business entity or individual have a 5% or greater ownership interest in any mortgage, deed of trust, note or other obligation secured by the disclosing entity? ☐ Yes ☒ No

If yes, does the business entity's or individual's ownership interest equal at least 5% of the value of the disclosing entity's assets? ☐ Yes ☐ No

If yes, complete the following for the business entity or individual. **Note:** A secured obligation with a business entity that is a financial institution regulated by a federal or state governmental agency does not have to be disclosed.

Legal Name of Business Entity	Employer Identification No. (EIN)
Physical Address (Street, City, State, ZIP Code)	

Legal Name of Business Entity	Employer Identification No. (EIN)
Physical Address (Street, City, State, ZIP Code)	

Name of Individual	Social Security No.	Date of Birth (mm/dd/yyyy)
Physical Address (Street, City, State, ZIP Code)	Driver License No.	State

Name of Individual	Social Security No.	Date of Birth (mm/dd/yyyy)
Physical Address (Street, City, State, ZIP Code)	Driver License No.	State

B. Does the disclosing entity have a 5% or greater ownership interest in any subcontractor? ☐ Yes ☒ No

If yes, will the subcontractor perform any of the disclosing entity's functions or responsibilities for providing services under contract with the Health and Human Services Commission? ☐ Yes ☐ No

If yes, complete the following for the subcontractor.

Legal Name of Business Entity (Subcontractor)	Business Entity Type	Employer Identification No. (EIN)
Physical Address (Street, City, State, ZIP Code)	Disclosing Entity's Percentage of Ownership in Subcontractor	

Provide the name, federal taxpayer ID number and address of all other individuals or business entities that have a 5% or more ownership interest or control interest in the subcontractor listed above.

Name of Individual or Business Entity	SSN or EIN	Physical Address (Street, City, State, ZIP Code)
Name of Individual or Business Entity	SSN or EIN	Physical Address (Street, City, State, ZIP Code)
Name of Individual or Business Entity	SSN or EIN	Physical Address (Street, City, State, ZIP Code)
Name of Individual or Business Entity	SSN or EIN	Physical Address (Street, City, State, ZIP Code)
Name of Individual or Business Entity	SSN or EIN	Physical Address (Street, City, State, ZIP Code)

Section 3. Other Ownership and Control Interest Information (continued)

- C. Are any individuals identified in Section 2 or 3.A. or 3.B. related to each other as a spouse, natural or adoptive parent, natural or adoptive child, or natural or adoptive sibling? ☐ Yes ☒ No
- If yes, complete the following for the related individuals.

Name of First Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Second Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Relationship of First Individual to Second Individual <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling	
Name of First Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Second Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Relationship of First Individual to Second Individual <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling	
Name of First Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Second Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Relationship of First Individual to Second Individual <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling	
Name of First Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Second Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Relationship of First Individual to Second Individual <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling	
Name of First Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Second Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Relationship of First Individual to Second Individual <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling	

- D. Does any disclosing entity owner identified in Section 2 have an ownership or control interest in any other disclosing entity? ☐ Yes ☒ No
- If yes, complete the following for the individual or business entity.

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Other Disclosing Entity	
Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Other Disclosing Entity	
Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Other Disclosing Entity	

Section 4. General Disclosure Questions

- A. Has any individual or business entity identified in Section 2 or 3.A. or 3.B. ever been convicted of a criminal offense related to any program established by Titles XVIII, XIX, XX or XXI? ☐ Yes ☒ No

If yes, identify the individual or business entity below and fully explain the details, including the state and county the conviction occurred, the cause number(s), the program affected, and specifically what the individual or business entity was convicted of. (Attach additional sheets, if necessary.)

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

- B. Has any individual or business entity identified in Section 2 or 3.A. or 3.B. ever been sanctioned in any state or federal program? ☐ Yes ☒ No
- If yes, identify the individual or business entity below and fully explain the details, including the date, the state the incident occurred, the agency taking the action, and the program affected. (Attach additional sheets, if necessary.)

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Section 4. General Disclosure Questions (continued)

- C. Is any individual or business entity identified in Section 2 or 3.A. or 3.B. currently or ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any state or federally funded program? ☐ Yes ☒ No
- If yes, identify the individual or business entity below and fully explain the details, including date, term, the state where the incident occurred, program affected and the name of the board or agency. (Attach additional sheets, if necessary.)

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

- D. Does any individual or business entity identified in Section 2 or 3.A. or 3.B. have an outstanding debt in relation to any state or federally funded program? ☐ Yes ☒ No
- If yes, identify the individual or business entity below and fully explain the details, including amount, payment status (current or delinquent), the state where the incident occurred, and the name of the board or agency. (Attach additional sheets, if necessary.)

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Section 4. General Disclosure Questions (continued)

- E. Is any individual or business entity identified in Section 2 or 3.A. or 3.B. currently charged with or ever been convicted a criminal offense listed in Texas Administrative Code, Title 40, Part 1, Chapter 49, §49.206? ☐ Yes ☒ No
- If yes, identify the individual or business entity below and fully explain the details, including date, the state and county the conviction occurred, the cause number(s), and specifically what the individual or business entity was convicted of. Do not disclose any conviction disclosed in question A (Attach additional sheets if necessary).

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual/Business Entity	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

- F. Does any individual identified in Section 2 or 3.A. or 3.B. have a professional license or certification that is currently revoked, suspended or otherwise restricted? ☐ Yes ☒ No
- Has any individual's license or certification ever been revoked, suspended or otherwise restricted? ☐ Yes ☒ No
- Is any individual currently, or ever been, subject to a licensing or certification board order? ☐ Yes ☒ No
- Has any individual voluntarily surrendered a license or certification in lieu of disciplinary action? ☐ Yes ☒ No
- If yes is answered to any of these questions, identify the individual below and fully explain the details, including date, state in which the incident occurred, name of the board or agency, and any adverse action taken against the individual's license.

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Section 4. General Disclosure Questions (continued)

- G. Is any individual identified in Section 2 or 3.A. or 3.B. currently behind 30 days or more on court ordered child support? ☐ Yes ☒ No
If yes, identify the individual below and provide details on how these past-due obligations will be met. (Attach additional sheets, if necessary.)

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Details:	

- H. Is any individual identified in Section 2 or 3.A. or 3.B. not a citizen of the United States? ☐ Yes ☒ No
If yes, identify the individual below and provide the name of the country the individual is a citizen of.

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Country:	

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Country:	

Name of Individual	Identified in Section <input type="checkbox"/> 2 <input type="checkbox"/> 3
Name of Country:	

- I. Does any individual identified in question H have a legal right to work in the United States? ☐ Yes ☐ No
If yes, attach a copy the individual's green card, visa or other documentation demonstrating the individual's right to work and reside in the United States.

Section 5. Disclosing Entity's Certification

I certify no business entity of any type has a direct, indirect or combination of direct and indirect ownership interest equal to 5% or more of the disclosing entity. I further certify the disclosing entity does not contract or propose to contract with a management company to perform any services related to the disclosing entity's participation in Health and Human Services Commission (HHSC) programs.

I also certify the information set forth in this form and all attachments, if any, is true and complete. If found to be otherwise, I understand it is sufficient cause for HHSC to deny the disclosing entity's application to enroll in Texas Medicaid, the disclosing entity's community services contract application or, if applicable, terminate the disclosing entity's existing contract. I also understand that as a condition of participation in HHSC programs, the information provided in this form must be kept current, and I agree to submit updated information in accordance with Texas Administrative Code Title 40, Part 1, Chapter 49 (relating to Contracting for Community Services).


Signature – Owner or Authorized Representative

12/10/2018

Date

Typed or Printed Name of Owner or Authorized Representative David A. Rogers	Title President
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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:

1. 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.
2. 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.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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.

9. 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).
12. 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.
16. 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."
18. 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 President
APPLICANT NAME David A. Rogers	DATE SUBMITTED 02.04.2020

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.

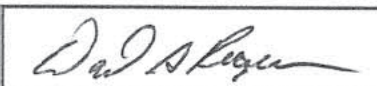
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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	
A&A Advantage Care Inc	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: David Middle Name: Alan
* Last Name: Rogers	Suffix:
* Title: CEO/President	
* SIGNATURE:	* DATE: 01/22/2020
	



Community Services Contract Application

Section 1. Type of Applicant: ☒ New Provider ☐ Current Provider

 If you are a current provider, what is the purpose of your application? ☐ Apply for a new contract ☐ Update my information

Section 2. Applicant's Legal Entity Information

Name of Legal Entity A&A Advantage Care Inc.		Doing Business As (d/b/a), if applicable	
Taxpayer Identification No. 35-2386044		Provider Identifier No. (NPI or API) 1306154992	
First Name of Owner (if legal entity is a sole proprietorship)	MI	Last Name	Jr., Sr., etc.
Legal Entity Business Mailing Address (Street or P.O. Box, City, State, ZIP Code) 1467 LeMay, Suite 112, Carrollton, Texas 75007			
Legal Entity Physical Address (Street, City, State, ZIP Code), if different from mailing address SAME			
Location Where Service Delivery Records are Maintained (Street, City, State, ZIP Code), if different from physical address SAME			
Authorized Representative David A. Rogers	Email Address david555rogers2018@gmail.com	Area Code and Telephone No. (972) 571-5910	Area Code and Fax No. N/A

Section 3. Applicant's Type of Legal Entity

<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Limited Partnership	
<input type="checkbox"/> Governmental (check one): <input type="checkbox"/> Local <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Hospital District/Authority			
<input type="checkbox"/> Other (specify) _____			

Important! See instructions for required legal entity certificates and documents that must be attached to this form.
Section 4. Adverse Actions and Convictions

A. Has the legal entity ever been convicted of a criminal offense related to any program established by Titles XVIII, XIX, XX or XXI? (See definition of convicted in instructions) If Yes, attach a full explanation of the circumstances, including the date, the state and county the conviction occurred, the cause number(s), the program affected, and the specific criminal offense.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
B. Is the legal entity currently charged with or has the legal entity ever been convicted of a criminal offense specified in Texas Administrative Code (TAC), Title 40, Part 1, Chapter 49, §49.206? If Yes, attach a full explanation of the circumstances, including the date, the state and county the conviction occurred, the cause number(s), and the specific criminal offense.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
C. Has the legal entity ever been sanctioned in any federal or state program? (See definition of sanction in instructions) If Yes, attach a full explanation of the circumstances, including the date, the state the incident occurred, the agency taking action, the program affected, and the resolution, if applicable.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
D. Is the legal entity currently or has the legal entity ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any state or federally funded program? If Yes, attach a full explanation of the circumstances, including date, term, the state where the incident occurred, program affected, and the name of the board or agency.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
E. Does the legal entity have an outstanding debt in relation to any state or federally funded program? If Yes, attach a full explanation of the circumstances, including amount, payment status (current or delinquent), the program affected, and the name of the board or agency owed the debt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
F. Has the legal entity ever had a license denied or revoked by the Health and Human Services Commission, Department of Aging and Disability Services, or another state agency or board? If Yes, attach a full explanation of the circumstances, including date, type of license, license number, final actions and the name of the state agency or board.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 5. Legal Entity Ownership

A. Has there been a change of ownership during the last 12 months? If Yes, give date: _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
B. Are any of the new owners related to the former owners?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
C. Did any former owners transfer their ownership interest to any new owners in anticipation of or following the assessment of a civil monetary penalty? If Yes, provide the names of the former owners below. Owner's first name, MI, last name: _____ Owner's first name, MI, last name: _____ Owner's first name, MI, last name: _____ Owner's first name, MI, last name: _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
D. Does the legal entity anticipate a change of ownership within the next 12 months? If Yes, specify date _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
E. Does the legal entity anticipate filing for bankruptcy within the next 12 months? If Yes, specify date _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 6. Internal Review Requirement

Has the applicant conducted an internal review to confirm that neither the legal entity nor any of its employees, owners, managing partners or contractors (as applicable) have been excluded from participation in a program under Title XVIII, XIX or XXI of the Social Security Act?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Section 7. Type of Contract You Want to Obtain

Use the link to a list of contract types in the instructions to this form to complete this section. Enter the contract type's abbreviation to indicate the type of contract you want to obtain. Make a separate entry for each contract type you want to obtain.

Type of Contract HCS	Type of Contract	Type of Contract	Type of Contract
Type of Contract	Type of Contract	Type of Contract	Type of Contract

Section 8. For Home and Community-based Services (HCS) and Texas Home Living (TxHmL) Only**8a. Program Contact and Billing Person**

Identify the individual who can be contacted about waiver program service issues and billing questions and issues.

Program Contact Person David A Rogers	Title President	Area Code and Telephone No. (972) 571-5910
Physical Address (Street, City, State, ZIP Code) 1467 LeMay, Suite 112, Carrollton, Texas 75007	Email Address david555rogers2018@gmail.com	Area Code and Fax No. N/A

8b. Program Manager

Identify the person who is responsible for managing and overseeing the direct provision of services to individuals enrolled in the Health and Human Services Commission waiver program(s) and ensuring the legal entity's compliance with certification provisions and the terms and conditions of the provider agreement.

Note: This individual must attend the next scheduled provider applicant training and complete the certification exam. There are no exceptions to this requirement. Also, no substitutions for this individual during the application process are allowed. A written resume and three signed and verifiable professional references for this person must be submitted with this form.

Name of Individual David A Rogers	Title President	Area Code and Telephone No. (972) 571-5910
Physical Address (Street, City, State, ZIP Code) 1467 LeMay, Suite 112, Carrollton, Texas 75007	Email Address david555rogers2018@gmail.com	Area Code and Fax No. N/A

Section 9. Licensure Information**9a. For All Texas Health and Human Services (HHS) License Holders**

If you want to obtain a contract type that requires an HHS license, you must provide the following information regarding the license. Follow the instructions to the form when completing the licensure information. Copy this page and include it as an attachment if additional entries are required.

License No.	License Type	Facility Category (check one) <input type="checkbox"/> Asst. Liv. Type A or B <input type="checkbox"/> Asst. Liv. Type C	<input type="checkbox"/> DAHS <input type="checkbox"/> Nursing Facility	HCSSA Category (check all that apply) <input type="checkbox"/> LHHS <input type="checkbox"/> PAS	<input type="checkbox"/> Hospice <input type="checkbox"/> L&CHHS
HCSSA Branch Office Location (Street, City, State, ZIP Code)					
HCSSA Branch Office Location (Street, City, State, ZIP Code)					

License No.	License Type	Facility Category (check one) <input type="checkbox"/> Asst. Liv. Type A or B <input type="checkbox"/> Asst. Liv. Type C	<input type="checkbox"/> DAHS <input type="checkbox"/> Nursing Facility	HCSSA Category (check all that apply) <input type="checkbox"/> LHHS <input type="checkbox"/> PAS	<input type="checkbox"/> Hospice <input type="checkbox"/> L&CHHS
HCSSA Branch Office Location (Street, City, State, ZIP Code)					
HCSSA Branch Office Location (Street, City, State, ZIP Code)					

9b. For Day Activity and Health Services and Assisted Living License Holders Only

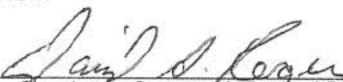
Does the legal entity have a legal right to occupy the property in which the facility is located? ☐ Yes ☐ No

Provide the following information about the owner of the real property in which the facility is located.

Name of Real Property Owner (Individual or Business Entity)	Area Code and Telephone No.	Area Code and Fax No.
Mailing Address (Street or P.O. Box, City, State, ZIP Code)	Email Address	

Section 10. Applicant/Legal Entity Certification

I certify the information set forth in this application and its attachments is true and complete. If found to be otherwise, I understand it is sufficient cause for the Health and Human Services Commission (HHSC) to deny the legal entity's community services contract application or, if applicable, cancel the legal entity's existing contract. I also understand that as a condition to contract with HHSC, the information provided in this application must be kept current, and I agree to notify HHSC in writing of any changes in accordance with the terms and conditions of my contract with HHSC.


 Signature – Owner or Authorized Representative

12/10/2018
 Date Signed

David A Rogers
 Typed or Printed Name of Owner or Authorized Representative

President
 Title



Service Area Designation HCS, TxHmL, CDS and TAS

Section 1. Legal Entity Information

Legal Entity Name A&A Advantage Care Inc	Type of Contract HCS	National Provider Identifier (NPI) 1306154992
Contact Person Name David A Rogers	Area Code and Telephone No. (972) 571 5910	Taxpayer Identification No. 35-2386044

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

4-19-18

Section 2. Service Areas by Region (continued)

Region 7	Region 8	Region 9	Region 10	Region 11
<input type="checkbox"/> All Counties	<input type="checkbox"/> All Counties	<input type="checkbox"/> All Counties	<input type="checkbox"/> All Counties	<input type="checkbox"/> All Counties
<input type="checkbox"/> Bastrop	<input type="checkbox"/> Atascosa	<input type="checkbox"/> Andrews	<input type="checkbox"/> Brewster	<input type="checkbox"/> Aransas
<input type="checkbox"/> Bell	<input type="checkbox"/> Bandera	<input type="checkbox"/> Borden	<input type="checkbox"/> Culberson	<input type="checkbox"/> Bee
<input type="checkbox"/> Blanco	<input type="checkbox"/> Bexar	<input type="checkbox"/> Coke	<input type="checkbox"/> El Paso	<input type="checkbox"/> Brooks
<input type="checkbox"/> Bosque	<input type="checkbox"/> Calhoun	<input type="checkbox"/> Concho	<input type="checkbox"/> Hudspeth	<input type="checkbox"/> Cameron
<input type="checkbox"/> Brazos	<input type="checkbox"/> Comal	<input type="checkbox"/> Crane	<input type="checkbox"/> Jeff Davis	<input type="checkbox"/> Duval
<input type="checkbox"/> Burleson	<input type="checkbox"/> DeWitt	<input type="checkbox"/> Crockett	<input type="checkbox"/> Presidio	<input type="checkbox"/> Hidalgo
<input type="checkbox"/> Burnet	<input type="checkbox"/> Dimmit	<input type="checkbox"/> Dawson		<input type="checkbox"/> Jim Hogg
<input type="checkbox"/> Caldwell	<input type="checkbox"/> Edwards	<input type="checkbox"/> Ector		<input type="checkbox"/> Jim Wells
<input type="checkbox"/> Coryell	<input type="checkbox"/> Frio	<input type="checkbox"/> Gaines		<input type="checkbox"/> Kenedy
<input type="checkbox"/> Falls	<input type="checkbox"/> Gillespie	<input type="checkbox"/> Glasscock		<input type="checkbox"/> Kleberg
<input type="checkbox"/> Fayette	<input type="checkbox"/> Goliad	<input type="checkbox"/> Howard		<input type="checkbox"/> Live Oak
<input type="checkbox"/> Freestone	<input type="checkbox"/> Gonzales	<input type="checkbox"/> Irion		<input type="checkbox"/> McMullen
<input type="checkbox"/> Grimes	<input type="checkbox"/> Guadalupe	<input type="checkbox"/> Kimble		<input type="checkbox"/> Nueces
<input type="checkbox"/> Hamilton	<input type="checkbox"/> Jackson	<input type="checkbox"/> Loving		<input type="checkbox"/> Refugio
<input type="checkbox"/> Hays	<input type="checkbox"/> Karnes	<input type="checkbox"/> Martin		<input type="checkbox"/> San Patricio
<input type="checkbox"/> Hill	<input type="checkbox"/> Kendall	<input type="checkbox"/> Mason		<input type="checkbox"/> Starr
<input type="checkbox"/> Lampasas	<input type="checkbox"/> Kerr	<input type="checkbox"/> McCulloch		<input type="checkbox"/> Webb
<input type="checkbox"/> Lee	<input type="checkbox"/> Kinney	<input type="checkbox"/> Menard		<input type="checkbox"/> Willacy
<input type="checkbox"/> Leon	<input type="checkbox"/> LaSalle	<input type="checkbox"/> Midland		<input type="checkbox"/> Zapata
<input type="checkbox"/> Limestone	<input type="checkbox"/> Lavaca	<input type="checkbox"/> Pecos		
<input type="checkbox"/> Llano	<input type="checkbox"/> Maverick	<input type="checkbox"/> Reagan		
<input type="checkbox"/> Madison	<input type="checkbox"/> Medina	<input type="checkbox"/> Reeves		
<input type="checkbox"/> McLennan	<input type="checkbox"/> Real	<input type="checkbox"/> Schleicher		
<input type="checkbox"/> Milam	<input type="checkbox"/> Uvalde	<input type="checkbox"/> Sterling		
<input type="checkbox"/> Mills	<input type="checkbox"/> Val Verde	<input type="checkbox"/> Sutton		
<input type="checkbox"/> Robertson	<input type="checkbox"/> Victoria	<input type="checkbox"/> Terrell		
<input type="checkbox"/> San Saba	<input type="checkbox"/> Wilson	<input type="checkbox"/> Tom Green		
<input type="checkbox"/> Travis	<input type="checkbox"/> Zavala	<input type="checkbox"/> Upton		
<input type="checkbox"/> Washington		<input type="checkbox"/> Ward		
<input type="checkbox"/> Williamson		<input type="checkbox"/> Winkler		

Section 3. Service Areas by Catchment Areas (CDS-CLASS)

Check the applicable boxes below to indicate the catchment areas you wish to serve. **You must serve all counties in each catchment area selected.**

<input type="checkbox"/> Abilene Area	<input type="checkbox"/> Corpus Christi Area	<input type="checkbox"/> Fort Worth Area	<input type="checkbox"/> Lubbock Area	<input type="checkbox"/> Valley Area
<input type="checkbox"/> Amarillo Area	<input type="checkbox"/> Dallas Area	<input type="checkbox"/> Houston Area	<input type="checkbox"/> Midland-Odessa Area	<input type="checkbox"/> Waco-Temple Area
<input type="checkbox"/> Austin Area	<input type="checkbox"/> Eagle Pass-Uvalde Area	<input type="checkbox"/> Lufkin Area	<input type="checkbox"/> San Angelo Area	<input type="checkbox"/> Wichita Falls Area
<input type="checkbox"/> Beaumont Area	<input type="checkbox"/> El Paso Area	<input type="checkbox"/> Longview Area	<input type="checkbox"/> 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
<input type="checkbox"/> 020 - Texas Panhandle Centers	<input type="checkbox"/> 010 - Betty Hardwick Center	<input checked="" type="checkbox"/> 290 - Texoma Community Center
<input type="checkbox"/> 070 - Central Plains Center	<input type="checkbox"/> 060 - Center for Life Resources	<input checked="" type="checkbox"/> 300 - Metrocare Services
<input type="checkbox"/> 150 - Starcare Specialty Health System	<input type="checkbox"/> 200 - My Health My Resources of Tarrant County	<input checked="" type="checkbox"/> 350 - Pecan Valley Centers for Behavioral and Developmental Healthcare
	<input type="checkbox"/> 230 - Helen Farabee Centers	<input checked="" type="checkbox"/> 400 - Denton County MHMR Center
	<input type="checkbox"/> 350 - Pecan Valley Centers for Behavioral and Developmental Healthcare	<input checked="" type="checkbox"/> 410 - LifePath Systems
		<input checked="" type="checkbox"/> 480 - Lakes Regional Community Center

Waiver Contract Area 4	Waiver Contract Area 5	Waiver Contract Area 6
<input type="checkbox"/> 140 - Spindletop Center	<input type="checkbox"/> 100 - The Gulf Coast Center	<input type="checkbox"/> 030 - Integral Care
<input type="checkbox"/> 190 - Andrews Center	<input type="checkbox"/> 280 - The Harris Center for Mental Health and IDD	<input type="checkbox"/> 040 - Central Counties Services
<input type="checkbox"/> 260 - Burke	<input type="checkbox"/> 430 - Texana Center	<input type="checkbox"/> 220 - Heart of Texas Region MHMR Center
<input type="checkbox"/> 240 - Community Healthcare		<input type="checkbox"/> 250 - MHMR Authority of Brazos Valley
<input type="checkbox"/> 380 - Tri-County Behavioral Healthcare		<input type="checkbox"/> 460 - Bluebonnet Trails Community Services
<input type="checkbox"/> 440 - ACCESS		
<input type="checkbox"/> 480 - Lakes Regional Community Center		

Waiver Contract Area 7	Waiver Contract Area 8	Waiver Contract Area 9
<input type="checkbox"/> 051 - Alamo Local Authority for IDD	<input type="checkbox"/> 090 - Emergence Health	<input type="checkbox"/> 130 - Tropical Texas Behavioral Health
<input type="checkbox"/> 110 - Gulf Bend Center	<input type="checkbox"/> 160 - MHMR Services for the Concho Valley	<input type="checkbox"/> 180 - Behavioral Health Center of Nueces County
<input type="checkbox"/> 470 - Hill Country MHDD Centers	<input type="checkbox"/> 170 - Permian Basin Community Centers	<input type="checkbox"/> 475 - Coastal Plains Community Center
<input type="checkbox"/> 490 - Camino Real Community Services	<input type="checkbox"/> 450 - West Texas Centers	<input type="checkbox"/> 485 - Border Region Behavioral Health Center

Section 5. Legal Entity Certification

I certify that the information set forth in this form and its attachments, if any, is true and complete. If found to be otherwise, I understand it is sufficient cause for the Health and Human Services Commission (HHSC) to deny the applicant's community services contract application or, if applicable, cancel the applicant's existing contract. I also understand that as a condition to contract with HHSC, the information in this form must be kept current and I agree to notify HHSC in writing of any changes.



Signature - Authorized Representative

02/10/2020
Date SignedTyped or Printed Name of Authorized Representative
David A RogersTitle
President