

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 529-18-0011-00007
UNDER THE
DEAF AND HARD OF HEARING TECHNOLOGY SPECIALIST AND SPECIALIZED
TELECOMMUNICATIONS ACCESS PROGRAM (STAP) OUTREACH AND TRAINING GRANT
PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency”) and Deaf Action Center (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for identifying solutions and improving quality of life for persons who are deaf or hard of hearing through assistive technology demonstration and assessment, training and identifying resources and assisting individuals with disabilities, whose disability interferes with their ability to access the telephone networks, to obtain specialized telecommunications devices or services to facilitate access to the telephone networks (the “Contract”). Each Party and collectively the Parties enter into the following contract as described in Attachment A (HHSC Solicitation No. 529-18-0011) and Attachment D (Response to Solicitation).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code, Title 10, Chapter 2155.144, Texas Human Resources Code, Title 4, Chapter 81.006, and Texas Administrative Code, Title 1, Part 15, Chapter 391.

III. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2018, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

HHSC DHHS hereby agrees to pay for services on a fee for service basis in accordance with ATTACHMENT B, BUDGET.

V. REPORTING REQUIREMENTS

Program and financial information shall be submitted to System Agency by the 7th day following each month of the contract period and shall contain the established reporting

and financial information. Program and financial information shall be reported using the online System Agency Office of Deaf and Hard of Hearing Services (ODHHS) Contract Reporting application. Contractor shall have internet access. The link, user identification, and password will be provided to the Grantee.

Grantee shall report on minimum goals and outcomes in accordance with Contract Standards for ODHHS Specialists Contracts, Section 1.9 Monthly Program and Financial Reporting.

Grantee shall adhere to the monthly reporting requirements in compliance with Contract Standards for ODHHS Specialists Contracts, Section 1.13.4 Monthly Reporting Requirements – Technology Specialist and Access Specialist and 1.14.5 Monthly Reporting Requirements – STAP.

VI. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission

PO Box 12904

Austin, TX 78711

Attention: Rose Minette for Technology Specialist and Suzanne Salazar for STAP services

Mail Code: 3027

Contractor

Deaf Action Center

3110 Cedar Plaza Lane

Dallas, Texas 75235

Attention: Heather Hughes

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission

PO Box 12904

Austin, TX 78711

Attention: Rose Minette for Technology Specialist and Suzanne Salazar for STAP services

Mail Code: 3027

Grantee

Deaf Action Center
3110 Cedar Plaza Lane
Dallas, Texas 75235
Attention: Heather Hughes

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VIII. DISPUTE RESOLUTION


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 529-18-0011-00007

SYSTEM AGENCY

GRANTEE

DocuSigned by:

03CEBA91FDC88403...
Lesley French
Associate Commissioner
Date of execution: _____

Name: Heather M. Hughes
Title: Executive Director
Date of execution: 08/02/2017

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 529-18-0011-00007 * ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – HHSC SOLICITATION No. 529-18-0011**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C – ADDITIONAL CONTRACT REQUIREMENTS**
- ATTACHMENT D - RESPONSE TO SOLICITATION**

ATTACHMENTS FOLLOW

**ATTACHMENT A – HHSC SOLICITATION NO.
529-18-0011**



TEXAS

Health and Human Services

Charles Smith, Executive Commissioner

**Request for Applications (RFA)
For**

**Resource Specialists and STAP Outreach Services
RFA No. 529-18-0011**

**Date of Release: June 22, 2017
Responses Due: July 20, 2017 by 2 p.m. Central Time**

**Class and Item:
710-95
915-25
915-85**

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission, Office of Deaf and Hard of Hearing Services (ODHHS) seeks qualified vendors to provide ODHHS Resource Specialist services and Specialized Telecommunications Assistance Program (STAP) Outreach services. Services shall be provided in accordance with the specifications contained in this Request for Proposals (RFP) and in compliance with the ODHHS Contract Standards.

1.2 DEFINITIONS

Refer to **Exhibit E, HHSC Grantee Uniform Terms and Conditions** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“**Addendum**” means a written clarification or revision to this Solicitation issued by the System Agency.

“**Client**” means a member of the target population to be served by the Respondent's organization. For the purposes of this grant, a client is a person who is deaf or hard of hearing or is a business, service provider, or local government that serves or works with persons who are deaf or hard of hearing.

“**ESBD**” means the Electronic State Business Daily, the electronic marketplace where State of Texas contract opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://esbd.cpa.state.tx.us/>.

“**Health and Human Services Commission**” or “**HHSC**” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“**HUB**” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“**Key Personnel**” means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

“**Project**” means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

“**Respondent**” means the entity responding to this Solicitation. May also be referred to as “Applicant.”

“**SADS**” means Specialized Assistive Devices and Software.

“**Solicitation**” means this Request for Applications including any Exhibits and Addenda, if any.

“State” means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

“STAP” means Specialized Telecommunications Assistance Program.

“Successful Respondent” means an organization that receives a grant award as a result of this RFA. May also be referred to as “Grantee,” “Awarded Applicant,” “Subrecipient” or “Grant Recipient.”

“System Agency” means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

1.3 AUTHORITY

The System Agency is requesting applications under Title 4, Section 81.006 (1) of the Human Resources Code and Title 2, Section 56.151 (b) of the Utilities Code.

ARTICLE II. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

Title 4, Section 81.006 of the Human Resources Code authorizes ODHHS to implement a statewide program of advocacy and education to ensure continuity of services to persons who are deaf or hard of hearing. The ODHHS Resource Specialist program was created to assist persons in assistive technology, promote equal access and equal opportunity, provide advocacy and, teach self-advocacy skills for persons who are deaf or hard of hearing. Title 2, Section 56.151 of the Utilities Code authorizes ODHHS to implement a telephone access program for persons with a disability. The ODHHS STAP Outreach and Training program was created to assist persons in accessing the telephone networks.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

The total amount of state funding available for the Resource Specialist and STAP Outreach Services is \$2,905,000.00 dollars and it is HHSC's intention to make multiple awards.

Grants awarded will be funded on a fee for service basis based on clients served and minimum goals established in the Grant. Awards will be at \$0 funding with the expectation that if goals are met, funding paid monthly will be based on the fee for service levels. Funds are to be requested in advance of services provided. Grantee will not be compensated more than the total amount of funds approved per service month and not more than the allowable fees for service or SADS reimbursement

Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

2.2.2 Grant Term

It is anticipated that the grant funding period for this program will begin **September 1, 2017** through **August 31, 2018**. HHSC, at its sole option, may extend any contract awarded pursuant to this Solicitation with one (1) year options for up to three (3) additional years.

2.3 ELIGIBLE APPLICANTS

Applicants eligible to apply for the grants are public or private agencies and organizations, including for-profit agencies and organizations, and institutions of higher education serving persons who are deaf or hard of hearing. Vendors of specialized telecommunications devices or services are not eligible to apply for STAP Outreach services.

2.4 PROGRAM REQUIREMENTS

To meet the mission and objectives of the Resource Specialists and STAP Outreach Services, Respondents must be in compliance with the ODHHS Contract Standards in Exhibit C.

2.5 SCOPE

The Texas Health and Human Services Commission, Office of Deaf and Hard of Hearing Services (ODHHS) seeks qualified vendors to provide ODHHS Resource Specialist services and Specialized Telecommunications Assistance Program (STAP) Outreach services.

Contractor shall, in accordance with the terms identified within the Contract and Exhibit C, provide all necessary personnel, supplies, assistive devices, and services as specifically identified within the Contract and ODHHS Contract Standards. Vendors may submit proposals to provide one or more of the following types of services in one or multiple service areas.

The purpose of the ODHHS Resource Specialist Program: Deaf and Hard of Hearing Technology Specialist is to provide demonstration and assessment of assistive technology for people who are deaf or have hearing loss and make recommendations based on individual needs. This program identifies solutions based on the needs of the individual and their family and strives to improve quality of life for these persons by providing essential training and information. Training may include: information on communication strategies, assistive technology, hearing loss awareness, cochlear implants and hearing aids and other resources related to people who are deaf or hard of hearing.

The purpose of the ODHHS Resource Specialist Program: Deaf and Hard of Hearing Access Specialist is to promote equal access and equal opportunity for persons who are deaf or hard of hearing in Texas. The Access Specialist works with persons who are deaf and hard of hearing and entities in the areas of:

- advocacy and teaching self-advocacy skills to clients, to ensure effective communication in settings such as education, employment, in the community, and at home;
- consultation and training to clients and to entities on issues related to culturally-competent service provision. This information may also include federal and state mandates regarding communication access, in order for services to be accessible and readily available to persons who are deaf or hard of hearing by removing attitudinal and communication barriers; and
- referring clients and entities to other community resources.

The purpose of the ODHHS STAP Outreach and Training Program is to assist individuals with disabilities, whose disability interferes with their ability to access the telephone networks, to obtain specialized telecommunications devices or services to facilitate access to the telephone networks.

Vendor is to propose which program service to be provided in compliance with the ODHHS Contract Standards and propose the service area. The intent is to have at least one provider for each program service based on an HHSC Region. Vendors applying for STAP Outreach and Training services **must** also apply for ODHHS Resource Specialist Program: Deaf and Hard of Hearing Technology Specialist services to be eligible for a contract.

Vendor proposals are to address the requirements of the ODHHS Contract Standards which outlines the requirements of each program if a contract is awarded. Vendors are to use the program template provided as part of this solicitation. One program template is to be used for each program service and HHSC Region proposed to be served.

2.5.1 Expenditure Proposal

In **Attachments A-C**, Respondents must:

1. Demonstrate project costs outlined in the Expenditure Proposal are reasonable.
2. Utilize the HHSC templates provided as **Attachments A-C** and per the instructions outlined in **Article VII** – Expenditure Proposal.

2.6 PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. Contractor shall ensure services are provided at least at the level established for ODHHS approved minimum goals and outcomes. Contractor shall report on minimum goals and outcomes in accordance with ODHHS Contract Standards, Section 6.9 Monthly Program and Financial Reporting.

2.7 PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;

- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant project;
- K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L. Fundraising; and
- M. Any other prohibition imposed by federal, state, or local law.

2.8 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Grant Management Standards (UGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2.9 DATA USE AGREEMENT

By entering into a Grant Agreement with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit D**.

2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Grant, if any, resulting from this Solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	June 22, 2017
Respondent Conference	June 26, 2017
Deadline for Submitting Questions	June 28, 2017
Answers to Questions Posted	July 1, 2017
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	July 20, 2017, 2017
Anticipated Contract Start Date	September 1, 2017

Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the ESBD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post such on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.5.1** as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 INQUIRIES

3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: John Stewart, CTPM
Title: Procurement Project Manager
Address: 1100 W 49th Street Building S
Phone: (512) 406-2539
Email: John.stewart@hhsc.state.tx.us

3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and responded should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.4.1** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying Solicitation number
- B. Section Number
- C. Paragraph Number
- D. Page Number
- E. Text of passage being questioned
- F. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.4.4 Clarification request made by Respondent

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

3.4.5 Responses

Responses to questions or other written requests for clarification may be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the ESBD. It is Respondent's responsibility to check the ESBD or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.4.6 Respondent Conference

The System Agency will conduct an **optional** pre-submittal respondent conference on June 26, 2017 at 1:00PM. Central Time. Respondents may call into the conference by dialing (877) 226-9790 and entering passcode 8802578. The respondent conference is optional.

To register for the GoTo Webinar, please follow the link below.

<https://attendee.gotowebinar.com/register/8644863277895643393>

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 Generally

All Applications must be:

- Clearly legible;
- Sequentially page-numbered and include the respondents name at the top of each page;
- Organized in the sequence outlined in **Article IX** - Submission Checklist;
- In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Correctly identified with the RFA number and submittal deadline;
- Responsive to all RFA requirements; and
- Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.5.2 Submission in Separate Parts

1. Narrative and Expenditure Proposal Forms (Attachment A-C) and
2. Applicable Exhibits and Required Forms.

Paper documents (i.e. the original and all hard copies) must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article IX**.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO.: 529-18-0011

SOLICITATION NAME: Resource Specialist and STAP Outreach Services

SOLICITATION RESPONSE DEADLINE: July 20, 2017

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

3.6.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below to the address noted. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)
Bid Room
Attn: John Stewart, CTPM
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

**ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD
PROCESS**

4.1 GENERALLY

A three-step selection process will be used:

- A. Eligibility screening;
- B. Evaluation based upon specific selection criteria;
- C. Final Selection based upon State priorities.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the Evaluation stage.

4.3 EVALUATION

Contracts may be awarded based on service area, program service, multiple service areas, multiple program services, or any combination that is in the best interest of the state's needs.

Vendors applying for ODHHS Resource Specialist Program: Deaf and Hard of Hearing Access Specialists services or STAP Outreach and Training services will be awarded points based on a per program service basis in relation to the established evaluation criteria. For example, if a vendor submits a proposal for all three program services, each program service will be scored up to 100 points individually.

Vendors applying for multiple program services will compete on a one-to-one score basis by program area unless applying for both STAP Outreach and Training services and ODHHS Resource Specialist Program: Deaf and Hard of Hearing Technology Specialist. In this case the total score will consist of the full points awarded for the Deaf and Hard of Hearing Technology Specialist plus 30 percent of the points awarded for the STAP Outreach and Training services. For example, a vendor scoring 90 points for Deaf and Hard of Hearing Technology Specialist services and 80 points for STAP Outreach and Training services would have a total score of $90 + (80 \times 30\%) = 114$.

A. Demonstrated ability of applicant to serve the target population

Instructions: Provide sufficient detail to demonstrate ability to serve the target population in compliance with the applicable ODHHS Contract Standards, based on the following criteria. Ensure that the following details of the criteria are provided as a part of the proposal.

ODHHS considers and seeks information that demonstrates the ability of applicant to serve the target population and considers the following factors:

- 1) The extent to which the Specialist has appropriate training and experience to serve the target population and to carry out the proposed services. The proposal should include a description of the knowledge, skills and ability of the Specialist, as well as the job description.
- 2) The extent to which project personnel are appropriate to support the proposed services to be provided. Proposal should include knowledge, skills and ability and job description of project personnel in relation to their responsibilities under the project.

3) The extent to which past performance and accomplishments of the applicant indicate an ability to serve the target population.

B. Documented details of the proposed project’s plan of operation

Instructions: Provide sufficient detail to describe the plan of operation based on the following criteria in response to the applicable ODHHS Contract Standards. Ensure that the following details of the criteria are provided as a part of the proposal.

ODHHS considers the following factors:

- 1) The extent to which the proposed plan is adequate to accomplish the purpose of the program and to ensure proper and efficient management of the project
- 2) The extent to which the proposed plan is well documented and provides sufficient details. The plan should include:
 - a) information related to how the applicant will serve the target population and how the project will be implemented;
 - b) strategies to outreach to clients;
 - c) strategies to network with service providers;
 - d) plans for trainings to be provided;
 - e) plans for enhancing the knowledge, skills, and abilities of the Specialist;
- 3) The extent to which goals and outcomes are measureable and appear to show commitment to high quality service.
- 4) The extent to which the proposed plan provides details to ensure effective communication between Specialist and clients, training audiences, and others served by the program.

C. Cost

Instructions: Complete the Fee for Service template included as part of this solicitation.

ODHHS considers the following factors:

- 1) The extent to which the proposed fees for the project are adequate to support the proposed activities.
- 2) The extent to which the proposed fees are reasonable in relation to the objectives of the program

4.3.1 Specific Selection Criteria

Grant applications shall be evaluated based upon:

- A. Demonstrated ability of applicant to serve the target population (35 points)
- B. Documented details of the proposed project’s plan of operation (45 points)
- C. Cost (20 points)

4.4 FINAL SELECTION

HHSC intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3**, a selection committee will look at all eligible applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

4.5 NEGOTIATION AND AWARD

The specific fees for services established for each successful Applicant will depend upon the merit and scope of the Application, the recommendation of the Selection Committee, and the decision of the Executive Commissioner. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase will involve direct contact between the successful Applicant and HHSC representatives via phone and/or email. During negotiations, successful Applicants may expect:

- An in-depth discussion of the submitted proposal and budget; and
- Requests from HHSC for clarification or additional detail regarding submitted Application.

The final fees for services and the provisions of the contract will be determined at the sole discretion of HHSC staff.

HHSC may announce tentative or apparent grant recipients once the Executive Commissioner has given approval to initiate negotiation and execute contracts.

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit D: Exception Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

HHSC will post to the ESBD Website and may publicly announce a list of Applicants whose Applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Applicant's proposal and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process.

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant.

5.1.2 Project Work Plan

Utilizing the Attachments A-C of this RFA, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article II**, including the Respondent's approach to meeting the timeline and associated milestones. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article III**, Respondent must provide the following information

6.2 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent.

Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.3 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed forms and exhibits. Exhibits are listed following **Article IX**.

- A. Exhibit A, Respondent Affirmations and Solicitation Acceptance
- B. Exhibit B, Exceptions (if applicable)

ARTICLE VII. EXPENDITURE PROPOSAL

7.1 EXPENDITURE PROPOSAL

Attachments A-C of this RFA includes the template for submitting the Expenditure Proposal.

Respondents must base their Expenditure Proposal on the Scope of Work described in **Article II**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Respondent must utilize the HHSC template provided, and identify costs to be requested from HHSC. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.2 Contract Responsibility

The System agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its contractors.

8.1.3 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

8.1.4 News Releases

Prior to final award a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Article III**.

8.1.5 Additional Information

By submitting a proposal, the Respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

1. Narrative and Expenditure Proposal Forms (Attachment A-C) (Section 2.5.1 and 5.1.2)

- a. Executive Summary _____
- b. Attachment A: Proposal Template - Deaf and Hard of Hearing
Technology Specialist (if applicable) _____
- c. Attachment B: Proposal Template - STAP Specialists (if applicable) _____
- d. Attachment C: Proposal Template - Deaf and Hard of Hearing
Access Specialists (if applicable) _____

2. Exhibits

(Article VII)

- a. Exhibit A: Respondent Affirmations and Acceptance _____
- b. Exhibit B: Exceptions Form _____
- c. Exhibit D: Data Use Agreement _____

Copies of Solicitation Response Package

Respondent will provide the following number of **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

- 2 Electronic copy of **Administrative Information**
- 2 Electronic copy of **Narrative Proposal**
- 2 Electronic copy of **Expenditure Proposal**
- 2 Electronic copy of **Applicable Exhibits**

EXHIBIT A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent acknowledges that its Solicitation Response and subsequent documents submitted are subject to the Texas Public Information Act.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
9. Respondent acknowledges all addenda and amendments to the Solicitation.
10. Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code §20.38 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran

- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
16. Pursuant to Section 231.006(c), Texas Family Code (relating to delinquent child support), identify below the name and social security number (SSN) of each individual, sole proprietor, partner, shareholder, and owner with an ownership interest of at least 25 percent (25%) of the business entity submitting this Solicitation Response:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: Disclosure of requested Social Security Numbers (SSNs) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law. Failure by a Respondent to provide the required SSNs may result in disqualification of the Respondent's Solicitation Response.

17. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
18. Respondent certifies that: (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
19. Respondent certifies that it, its principals, its subcontractors, and any personnel designated to perform services related to any contract resulting from this Solicitation are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
20. Respondent certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Respondent may review in making this certification.
21. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Respondent certifies that it (1) is not the executive head any HHS Agency; (2) was not at any time during the past four years the executive head of any HHS Agency; and (3) does not employ a current or former executive head of any HHS Agency.
22. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
23. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
24. Respondent represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
25. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of an HHS Agency to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment an HHS Agency.

26. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of an HHS Agency who during the period of state service or employment participated on behalf of an HHS Agency in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with an HHS Agency ceased.
27. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety
28. Respondent understands that HHSC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
29. Respondent represents and warrants that it has not violated state or federal antitrust laws and has not communicated its Solicitation response directly or indirectly to any competitor or any other person engaged in such line of business. Respondent hereby assigns to HHSC any claims for overcharges associated with any contract resulting from this Solicitation under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
30. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSCs consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to the HHSCs consideration of entering into a contract. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
31. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
32. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
33. Respondent represents and warrants that the individual signing this Solicitation response is authorized to sign on behalf of Respondent and to bind Respondent.

Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent: _____

_____ Signature of Authorized Representative	_____ Date Signed
_____ Printed Name and Title of Authorized Representative	_____ Phone Number
_____ Federal Employer Identification Number	_____ Fax Number
_____ DUNS Number	_____ Email Address
_____ Physical Street Address	_____ City, State, Zip Code
_____ Mailing Address, if different	_____ City, State, Zip Code

EXHIBIT B: EXCEPTIONS AND ASSUMPTIONS

(NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE SECTION 3.6.5 and 3.6.6)

NO EXCEPTION -- NOR ANY TERM, CONDITION, OR PROVISION IN A SOLICITATION RESPONSE THAT DIFFERS, VARIES FROM, OR CONTRADICTS THIS SOLICITATION -- WILL BE CONSIDERED TO BE A PART OF ANY CONTRACT RESULTING FROM THIS SOLICITATION UNLESS EXPRESSLY MADE A PART OF THE CONTRACT IN WRITING BY THE SYSTEM AGENCY.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken (set forth language from solicitation)	Basis of Exception	Respondent's Proposed Language	Still Want to be considered for contract award if exception denied? (State "Yes" or "No")

EXHIBIT C: CONTRACT STANDARDS FOR ODHHS SPECIALISTS CONTRACTS

Texas Health and Human Services Commission (HHSC)
Rehabilitative & Independence Services
Office of Deaf and Hard of Hearing Services (ODHHS)
Contract Standards for ODHHS Specialist Contracts

1.1 OVERVIEW

An ODHHS Specialist contract award provides financial assistance that enables an organization to operate a program of services that benefits the clients of ODHHS, specifically individuals who are deaf or hard of hearing.

These standards ensure that:

- ODHHS maintains full compliance with applicable federal, state, and HHSC purchasing requirements throughout the procurement process;
- contractors receives accurate information about their obligations to meet:
 - all applicable standards of conduct; and
 - ODHHS performance expectations.
- ODHHS clients receive quality services; and
- funds are spent wisely and that each purchase paid for with public funds represents full value to the taxpayer.

1.2 MANAGEMENT REQUIREMENTS

1.2.1 Overview

Contracts are awarded to an organization, not an individual.

When accepting a contract, the contractor agrees to administer the project in accordance with contract terms.

1.2.2 Contract Compliance

The contractor shall:

- demonstrate neutrality and offer multiple options, where available and appropriate, when referring entities and clients to products and services such as assistive equipment, interpreter and captioning services, etc.;
- resolve any project-related complaint against the contractor that has escalated to the Specialist supervisor or higher within ten calendar days from receipt of complaint. Complaint may be referred to the contractor by ODHHS. Complaints shall be reported to ODHHS within ten calendar days from receipt of complaint with the resolution or planned resolution, if complaint is unresolved, as part of sound management practices;

- comply with HHSC requirements for confidentiality, including the process for releasing client or agency records or information to third parties;
- develop and implement a client satisfaction plan within 30 calendar days from contract award that shall include the completed forms being sent directly to the ODHHS program contact from the client and may include utilizing the ODHHS Client Satisfaction Online Survey to be approved by ODHHS prior to implementation. The plan is to include:
 - which clients will be given a survey;
 - which will be given access to the online survey;
 - how often each survey will be used; and
 - the survey form if a paper format will be used;
- attend, if provided, ODHHS program-specified trainings per each year of the contract for Specialists that will not exceed five continuous calendar days, to be held in Texas. Contractor will only be paid for the Specialist to attend the entire training unless otherwise approved by ODHHS. Contractor will be given notice of at least 30 calendar days of the training dates;
- attend, if provided, an ODHHS contract overview training for management that will not exceed two continuous calendar days to be held either in-person in Texas or via webinar. Contractor will only be paid for the Specialist's supervisor and/or signature authority to attend the entire training unless otherwise approved by ODHHS. Contractor will be given notice of at least 30 calendar days of the training dates;
- unless otherwise approved by ODHHS, use certified Communication Access Realtime Translation (CART) and sign language interpreter providers and comply with the ODHHS recommended levels of skill for interpreters;
- serve an entire service area. In the case of multiple ODHHS contractors within a service area, contractors shall coordinate efforts to best serve the area. Contractors shall not give favor to providing services in those parts of the service area that are closer and more convenient;
- ensure effective communication between the contractor and clients, training audiences, and others service by the project, to include utilizing sign language interpreter and CART services or other auxiliary aids and services when needed; and
- ensure a means for clients to contact the project's key staff during the contractor's regular working hours.

1.2.3 Policies, Procedures

Contractor's organizational policies and procedures shall be:

- written;
- published and distributed or made available to all staff members;
- in compliance with the:
 - terms of this contract; and
 - applicable state and federal rules, regulations, or laws.

1.3 NEED TO INFORM ODHHS

The contractor shall inform the ODHHS program contact within ten calendar days when the following conditions (not inclusive) occur:

- problems, delays, or adverse conditions which materially impair the contractor's ability to meet the contract objectives or timelines. This disclosure shall include a statement of:
 - the action taken, or contemplated; and
 - any assistance needed to resolve the situation.
- legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the contractor or could affect the program;
- change in location or physical location for contract-related work; or
- any changes in key contract personnel.

1.4 PUBLICITY AND PROMOTIONAL ITEMS

The contractor shall acknowledge ODHHS funding on all promotional items and printed and electronic materials (including email and social media) and in videotaped or live media productions used by the ODHHS project for public awareness, public information, and public education, related to the ODHHS project. All public awareness and education materials shall include “Funded by HHSC Office of Deaf and Hard of Hearing Services” and shall include the ODHHS program name associated to the contract.

1.5 CONTRACTOR PERFORMANCE, COMPLIANCE

ODHHS may impose special contract conditions if the contractor demonstrates:

- poor performance in the conduct of contract requirements; or
- non-compliance with contract requirements according to the:
 - terms of this contract; or
 - applicable state and federal rules, regulations or laws.

1.6 RECORDS MANAGEMENT

1.6.1 Record Maintenance

The contractor’s programmatic, financial, and supporting records shall be:

- sufficient to support contract performance;
- adequate to document compliance with applicable standards;
- sufficient to document services provided per client;
- easily retrievable; and
- available to HHSC upon request.

1.6.2 Records

Records shall include:

- client information or sign-in sheets of all clients served;
- verification of the provision of services; and
- documents on file.

1.7 SPECIALIZED ASSISTIVE DEVICES AND SOFTWARE (SADS)

Specialized Assistive Devices and Software is personal property:

- with a useful life of more than one year;
- with an acquisition cost of \$150 or more per unit, but less than \$5,000 per unit;
- that shall be based on the goals of the ODHHS program; and

- that shall be for the purposes of:
 - the Resource Specialist programs for
 - communication access such as assistive listening and alerting; and
 - demonstration, assessment, and/or short-term loans.
 - the Specialized Telecommunications Assistance Program (STAP) for
 - communication access; or
 - demonstration; and
 - all devices purchased for demonstration purposes shall be authorized by a STAP voucher and shall not cost more than the voucher value.

ODHHS retains residual title to any SADS that ODHHS funds or provides to the contractor.

Prior approval from ODHHS shall be obtained prior to the purchase of any SADS and prior to disposing of SADS. Requests for approval for SADS purchases shall be submitted via the online reporting system and shall include make, model, estimated unit cost, actual unit cost, other cost (shipping and handling), and justification for purchase in relation to contract scope of work.

SADS will be reimbursed at cost.

1.8 REQUESTING FUNDS

The contractor shall request funds using the online ODHHS Contract Reporting application.

Contractor is to request funds in advance of services provided or SADS purchased, and ODHHS must give prior approval of funds for the service month requested to ensure compensation. Services provided or SADS purchased without prior funding approval are not guaranteed to be approved for compensation for services provided.

Funds requested less than 14 calendar days in advance are not guaranteed to be approved prior to services provided or SADS purchased. Funds shall only be used for the service month requested and approved and cannot be carried forward to any other service month.

Unused funds for services not provided or not invoiced may be relinquished to ODHHS at the discretion of ODHHS one month following the end of the service month for which they were originally requested. Once funds are relinquished, remaining services provided or SADS not purchased are not guaranteed to be compensated.

Contractor will not be compensated more than the total amount of funds approved per service month and not more than the allowable fees for service or SADS reimbursement in accordance with ODHHS Contract Standards 1.13.2, 1.13.3, and 1.14.8.

1.9 MONTHLY PROGRAM AND FINANCIAL REPORTING

Program and financial information shall be submitted to ODHHS by the 7th day following each month of the contract period and shall contain the established reporting and financial information. Program and financial information shall be reported using the online ODHHS Contract Reporting application. Contractor shall have internet access. The link, user identification, and password will be provided to the contractor.

1.10 APPROVED MINIMUM GOALS AND OUTCOMES

Contractor shall ensure services are provided at or above the level established for ODHHS approved minimum goals and outcomes. Contractor shall report on minimum goals and outcomes in accordance with ODHHS Contract Standards, Section 1.9 Monthly Program and Financial Reporting.

The following definitions apply to ODHHS Specialist contracts:

- a. Goals: Statements of who the program serves and what services it offers.
- b. Outcomes: The degree to which each goal is to be achieved.

1.11 ODHHS RESOURCE SPECIALIST PROGRAM: DEAF AND HARD OF HEARING TECHNOLOGY SPECIALIST (TECHNOLOGY SPECIALIST)

1.11.1 Purpose - Technology Specialist

The primary purpose of the Deaf and Hard of Hearing Technology Specialist is to provide demonstration and assessment of assistive technology for people who are deaf or have hearing loss and make recommendations based on individual needs. This program identifies solutions based on the needs of the individual and their family and strives to improve quality of life for these persons by providing essential training and information. Training may include: information on communication strategies, assistive technology, hearing loss awareness, cochlear implants and hearing aids and other resources related to people who are deaf or hard of hearing.

Only a contractor awarded a Technology Specialist contract shall comply with this section.

1.11.2 Minimum Qualifications for Contractor Staff - Technology Specialist

Unless otherwise approved by ODHHS, the contractor shall comply with the minimum qualifications for a Deaf and Hard of Hearing Technology Specialist as stated below:

- certificate in Hearing Loss Support or be currently registered and participating in the online certification from the American Academy of Hearing Loss Support Specialists. Information can be found at <http://www.hearingloss.org/content/hlsst>;
- basic knowledge of the communication needs of persons who have hearing loss;
- ability to modify his/her communication methods to clearly communicate with the target population;
- basic knowledge of hearing aids, cochlear implants and specialized assistive devices used by persons who have hearing loss;
- basic knowledge of the various types of hearing loss, their causes, and their impact;
- basic knowledge of the psychosocial implications of hearing loss; and
- public speaking experience and ability.

1.11.3 Contractor Requirements - Technology Specialist

The contractor shall:

- ensure services are directly provided by a Deaf and Hard of Hearing Technology Specialist in compliance with ODHHS Contract Standards 1.11.2;

- serve persons who are hard of hearing, persons who are late-deafened, and persons who are deaf;
- identify and assess the technology and service needs of persons in the target population and provide outreach, training and support services related to hearing loss, as appropriate;
- serve as a resource for information to the general public to raise the awareness of hearing loss and available resources for the target population;
- provide individualized client services to the target population or provide trainings in group settings to service providers, businesses, family members and clients;
- ensure an appropriate and varied inventory of current technology geared towards communication access for demonstration purposes; and
- provide the following services:
 - workplace technology assessment and recommendations;
 - individualized demonstration, assessment and recommendations of assistive technology for people with hearing loss;
 - training on hearing aids, such as aid features and basic tips for purchasing and using;
 - basic training on cochlear implants and resources available related to this technology;
 - individualized assistance locating and connecting individuals with resources related to their hearing loss;
 - training on communication strategies and managing hearing loss for people who are deafened or hard of hearing;
 - training on CART;
 - providing resources to the community or individuals about the availability of state and local services for people who are deaf or hard of hearing, such as Vocational Rehabilitation or Certificate of Deafness for Tuition Waiver program; and
 - training to businesses, service providers or family members on any of the above topics, including sensitivity training, to promote understanding of and raise awareness of hearing loss within the community or workplace.

1.12 ODHHS RESOURCE SPECIALIST PROGRAM: DEAF AND HARD OF HEARING ACCESS SPECIALIST (ACCESS SPECIALIST)

1.12.1 Purpose - Access Specialist

The purpose of the Deaf and Hard of Hearing Access Specialist is to promote equal access and equal opportunity for persons who are deaf or hard of hearing in Texas. The Access Specialist works with persons who are deaf and hard of hearing and entities in the areas of:

- advocacy and teaching self-advocacy skills to clients, to ensure effective communication in settings such as education, employment, in the community, and at home;
- consultation and training to clients and to entities on issues related to culturally-competent service provision. This information may also include federal and state mandates regarding communication access, in order for services to be accessible and readily available to persons who are deaf or hard of hearing by removing attitudinal and communication barriers; and
- referring clients and entities to other community resources.

Only a contractor awarded an Access Specialist contract shall comply with this section.

1.12.2 Minimum Qualifications for Contractor Staff - Access Specialist

Unless otherwise approved by ODHHS, the contractor shall comply with the minimum qualifications for a Deaf and Hard of Hearing Access Specialist as stated below:

- ability to communicate effectively in a conversational mode utilizing various forms of manual communication including American Sign Language (ASL) and Signed English;
- knowledge of and ability to address the unique communication needs and issues of persons who are hard of hearing, late-deafened or deaf;
- knowledge about basic audiological concepts and how loss of hearing affects access to language and basic information as related to age of onset, severity, and type of loss;
- knowledge base of local and state resources and services available to persons who are deaf or hard of hearing;
- knowledge base of the Americans with Disabilities Act (ADA), Fair Housing Act, and Sections 501 and 504 of the Rehabilitation Act;
- knowledge or experience in interviewing techniques to determine the service or communication access and advocacy needs of individuals;
- Associate of Applied Science degree or better in a human services area or related field and one year of experience serving people who are deaf or hard of hearing, or a high school diploma/General Educational Development (GED) and four years of proven experience serving people who are deaf or hard of hearing;
- public speaking ability and experience; and
- within 60 calendar days of employment hold and maintain American Red Cross Cardiopulmonary Resuscitation (CPR) Automated External Defibrillator (AED) certification, for the purposes of gaining access into emergency shelters to provide services.

1.12.3 Contractor Requirements - Access Specialist

The contractor shall:

- ensure services are directly provided by a Deaf and Hard of Hearing Access Specialist in compliance with ODHHS Contract Standards 1.12.2;
- serve persons who are deaf and persons who are hard of hearing;
- provide training and support in one-on-one and group settings to clients to teach self-advocacy skills to ensure effective communication, including strategies and steps to take to ensure effective communication, self-confidence and making requests appropriately, client responsibilities, etc.;
- utilize outside speakers, rather than the contractor directly providing the training, when hosting a community resource training. A community resource training is specifically geared towards clients for the purpose of increasing knowledge and awareness of community resources that are available to the general public. The information presented shall correlate with self-advocacy skills. This type of training is limited to not more than one per quarter.
- act as a liaison between clients and entities, when requested and appropriate, to educate entities on their responsibilities to ensure equal access and equal opportunity;
- outreach to clients and family members to ensure appropriate referrals to resources, programs, and services and assist with access to culturally-appropriate services;

- provide training and support one-on-one and in group settings to entities such as employers, schools, service providers, government agencies, businesses, and organizations to bring awareness of sensitivity, accessibility needs, culturally-appropriate services, etc. to the target population;
- develop partnerships with entities and offer consultation and referrals to other community resources including sign language interpreter and captioning services;
- follow up on service referrals to provide assistance as needed, to ensure effective communication;
- serve as a resource for information to the general public to raise awareness of the need for accessibility and culturally-competent services to the target population;
- assist ODHHS Last Resort Communication Services (LRCS) providers with advocacy efforts when requested by an LRCS provider; and
- ensure compliance with ODHHS Contract Standards 1.12.4.

1.12.4 Advocacy Requirements - Access Specialist

When the contractor exchanges information with state agencies (including HHSC), public schools (K-12), or HHSC contractors and the entity does not agree to provide accommodations or auxiliary aids or services necessary for effective communication, the contractor shall inform the ODHHS program contact as soon as it becomes apparent that the entity may not be in compliance with state and federal mandates. The contractor is not authorized to continue assisting the client with her/his advocacy needs, including assisting the client in filing a complaint, until the contractor receives guidance from the ODHHS program contact.

A complaint a client wishes to file shall not be filed by the contractor unless the ODHHS Director gives prior written approval. Contractor may provide information such as where and how to file complaints and may transcribe the client's complaint into written form if requested by the client. The contractor shall add a statement that the client is receiving assistance from another individual to transcribe the complaint and state the reason, such as, "because (the client) is not proficient in reading and writing English." A transcript written by the contractor shall include the Specialist's name on the transcript to indicate s/he has assisted in the writing of the transcript.

1.13 ODHHS RESOURCE SPECIALIST PROGRAM: DEAF AND HARD OF HEARING TECHNOLOGY SPECIALISTS AND DEAF AND HARD OF HEARING ACCESS SPECIALISTS

1.13.1 Program Restrictions - Technology Specialist and Access Specialist

The contractor shall ensure that the:

- contractor not participate in Admission Review and Dismissal (ARD) meetings without prior written approval from the ODHHS Director;
- contractor not file formal complaints to enforcing agencies on behalf of clients without prior written approval from the ODHHS Director;
- contractor not serve as a consulting or expert witness without prior written approval from the ODHHS Director;
- contractor not assume an entity's responsibility for providing effective communication or for an entity's service provision responsibilities. This includes but is not limited to

activities such as facilitating communication/interpreting, assisting clients when they apply for assistance programs, etc.; and

- Deaf and Hard of Hearing Access Specialist contractor not provide advocacy services outside the realm of ensuring effective communication.

1.13.2 Service Definitions - Technology Specialist and Access Specialist

The contractor will be compensated based on the following service definitions and in accordance with ODHHS Contract Standards 1.13.3:

- **client** - an individual who is deaf or hard of hearing. A person who is hearing and receiving services on behalf of a person who is deaf or hard of hearing is not considered a client.
- **new client** - a client with no unresolved issues when a new issue arises. A new client may be counted more than one time for the reporting month.
- **issue** - a service need.
- **resolved issue** - when:
 - all requested in-scope information and services have been provided; or
 - the event has passed and the issue is now no longer an issue.
- **service** - an activity in-scope to the contract in accordance with 1.11 and 1.12. Services may be provided in-person or via phone, e-mail, etc. Brief referrals to other community resources alone are not considered a service.
- **training** - a presentation or multiple presentations provided on the same date and at the same location, with the intent to educate a specific group audience such as clients, businesses, service providers, etc. on topics that are in accordance with 1.11 and 1.12, with a planned agenda. Trainings shall:
 - be substantive, more than a brief introduction of contractor services to market the program, for example; and
 - be advertised at least 14 calendar days in advance; or
 - have an invitation on file from an entity such as employers, schools, service providers, government agencies, business and organizations, when the contractor is invited to another entity's training or event intended for their staff/clients only.

1.13.3 Fee for Service - Technology Specialist and Access Specialist

Contractor will be compensated each fee not more than one time per month and at the service level attained as follows:

- **administrative fee** - have an ODHHS Resource Specialist program contract;
- **new client fee** - determined by the number of new clients served one-on-one;
- **training fee** - determined by the number of trainings provided, cancelled on-site or in less than 24 hours due to unforeseen circumstances, or if no individual attends. Multiple trainings provided on the same date and at the same location shall be considered one training;
- **training attendee fee** - determined by the total number of individuals, which may include people who are hearing, in the audience of a group training;
- **out of area fee** - determined by:

- the number of new clients the contractor serves when the services are provided 30 miles or more from the Specialist's office and the contractor and client are physically located together; and
- the number of trainings provided 30 miles or more from the Specialist's office. This fee may include trainings cancelled on-site or in less than 24 hours due to unforeseen circumstances, or if no individual attends;
- **goal fee** - when every established minimum goal is exceeded in a month; and
- **ODHHS required training fee** - when attending trainings in compliance with ODHHS Contract Standards 1.2.2 and when the training is held more than 50 miles from the attendee's office. Fee is per individual attending, per training, and per day.

Contractor will not be paid unless contractor is in compliance with the contract or until a plan to become in compliance is approved by the ODHHS program contact and implemented by the contractor.

1.13.4 Monthly Reporting Requirements - Technology Specialist and Access Specialist

Reports are to contain the following program information:

- number of new clients served who are aged:
 - 0-13 years;
 - 14-24 years;
 - 25-59 years; and
 - 60 years and older;
- address of the location where a client was served and number of miles from the contractor's office when a client is served more than 30 miles away;
- number of referrals to and from vocational rehabilitation (VR) offices and a brief description of the types of services provided to VR staff and VR clients;
- number of interventions made to state agencies, including a brief description (Access Specialist only);
- number of group trainings provided, including:
 - type of audience;
 - number of attendees who are deaf or hard of hearing;
 - number of attendees who are hearing;
 - training topics;
 - training dates;
 - number of hours, in 15-minute increments, for the portion of the training the contractor presented; and
 - address of a training provided and number of miles from the contractor's office when the training is more than 30 miles away.
- course titles and location of any staff development;
- overview of progress toward obtaining minimum goals set by the contract, including an explanation for any goals not met and steps taken to meet the goal in future months;
- narrative of any special challenges faced or areas of concern in providing services;
- brief narrative of any activities performed in preparation for future major activities;
- number of client satisfaction surveys distributed;

- the number of attendees and number of days attended for each ODHHS required training; and
- any other information that ODHHS requires.

1.13.5 Records - Technology Specialist and Access Specialist

Records shall substantiate activities reported. Supporting documentation shall include:

- for clients served:
 - client name;
 - age category (0-13, 14-24, 25-59, or 60 and older);
 - contact information;
 - what services were requested;
 - a summary of services provided;
 - verification of a new client reported;
 - dates served; and
 - status of the client's issue, such as open, closed, resolved, or unresolved;
- for group trainings:
 - planned agenda;
 - sign-in sheet to include:
 - names of attendees;
 - contact information and original signatures of attendees; and
 - any other pertinent information needed by the contractor;
 - any marketing materials used;
 - documentation to verify the training was advertised at least 14 calendar days in advance or an entity's invitation;
 - documentation to show the number of individuals who are deaf or hard of hearing in attendance; and
 - documentation verifying if the training was cancelled on-site or in less than 24 hours due to unforeseen circumstances, or if no individual attends;
- documentation for any other activities related to the contract; and
- for Client Satisfaction Surveys distributed:
 - documentation to show surveys were given to clients according to contractor's approved plan; and
- verification for SADS equipment purchased.

1.14 SPECIALIZED TELECOMMUNICATIONS ASSISTANCE PROGRAM OUTREACH AND TRAINING (STAP)

1.14.1. Purpose - STAP

The purpose of the Specialized Telecommunications Assistance Program Outreach and Training is to assist individuals with disabilities, whose disability interferes with their ability to access the telephone networks, to obtain specialized telecommunications devices or services to facilitate access to the telephone networks.

Only a contractor awarded a contract for STAP Outreach and Training services shall comply with this section.

1.14.2 Minimum Standards for Contractor Staff – STAP

Qualified Specialized Telecommunication Assistance Program Specialist shall have as a minimum:

- knowledge of a variety of specialized assistive devices and software used by persons with disabilities in accessing the telephone network;
- knowledge of the telephone network access needs of persons with disabilities; and
- public speaking experience and ability.

1.14.3 Contractor Requirements - STAP

The contractor shall:

- establish a STAP Specialist as the staff person to provide services in accordance with the contract and as the certifying entity on a STAP application;
- identify potentially eligible applicants, assist them in the application process, appropriately certify qualified applicants and check applications for accuracy, thus reducing errors on the applications;
- provide information about specialized telecommunications devices and services and provide hands-on training for individuals regarding those devices and services. This process assists clients in the selection of an appropriate assistance device to meet their individual needs; and
- serve all disability groups.

1.14.4 Program Restrictions – STAP

The following are program restrictions:

- All devices purchased shall be pre-approved by ODHHS, be authorized by a STAP voucher and shall not cost more than the voucher value;
- STAP vendors are not eligible for program funds;
- Applications obtained by a contractor shall be sent to the ODHHS program contact at P.O. box 12904, Austin Texas 78711. Applications sent to a different address than that established by this contract shall not be considered applications certified under this contract; and
- Applications are considered certified for the month in which the later of the applicant's or contractor's application signature date. Applications certified for one month cannot be used for another month.

1.14.5 Monthly Reporting Requirements – STAP

Reports are to contain the following program information:

- number of applications submitted by disability;
- number of equipment demonstrations to applicants certified by a different certifier;
- number of equipment setups;
- number of certifications of applicant inappropriately certified by a different certifier;
- number of client satisfaction surveys distributed;

- overview of progress toward obtaining minimum goals set by the contract, including an explanation for any goals not met, and steps taken to meet the goal in future months;
- narrative of any special challenges faced or areas of concern in providing services;
- brief narrative of any activities performed in preparation for future major activities;
- a unique applicant identifier for each appropriately certified application; and
- any other information that ODHHS requires.

1.14.6 Required Supporting Documentation - STAP

Contractor will be paid a fee per complete, accurate and appropriately certified application certified by the contractor's STAP Specialist. A complete application contains the required information requested on the application including applicant's information and original signature, appropriate device selection in relation to the applicant's disability, accurate and complete disability description and certifier's information and original signature, a valid proof of Texas residency and the STAP contract cover form signed by the applicant. Contractor shall provide a unique applicant identifier that contains the contract number for each application submitted. See Appendix A - STAP contract cover form.

Contractors are to submit to ODHHS supporting documentation for the month within ten calendar days from the date the required monthly report was submitted. Applications shall apply to the month of service based on the later of the certifier's or applicant's signature date. Applications certified in one month cannot be used toward service of another month.

1.14.7 Duplicate Applications - STAP

Duplicate applications certified under this contract shall not be reimbursed unless:

- applicant is applying under a qualified change of disability, or
- applicant must re-apply due to the applicant applying more than six months prior to his/her anniversary date.

If an applicant's anniversary date is more than six months from the date ODHHS receives the application, the applicant will receive a letter stating s/he will need to re-apply. The contractor will be reimbursed one time for:

- certifying an application that is submitted more than six months prior to the applicant's anniversary date.
- certifying an application that is submitted within the six months prior to anniversary date.
- Any other application that is certified by the contractor's STAP Specialist that is a duplicate application from the Contractor shall not be reimbursed.

1.14.8 Fees for Service - STAP

The following fees shall be established for services provided:

- **Application Fee** for a completed and appropriately certified application by the STAP Specialist. Fee includes time to demonstrate equipment. If an application submitted by the contractor is not complete or appropriately certified, the contractor will be notified through the online ODHHS Contract Reporting application. Contractor has 14 calendar

days from initial notification to submit the required information to be compensated for the application.

- **Application Fee SGD** for a completed and appropriately certified Speech Generating Device (SGD) application by the STAP Specialist who shall be a Speech Language Pathologist.
- **Re-applying Application Fee** for an application resubmitted due to an application submitted more than six months prior to the anniversary date.
- **Certification Fee** for a completed certification for someone inappropriately certified by another certifying entity.
- **Demonstration Fee** for demonstration of equipment for an applicant certified by someone other than contractor.
- **Setup Fee** for installation and setup of equipment for a voucher recipient that has exchanged a voucher for equipment.
- **ODHHS required training fee** - when attending trainings in compliance with ODHHS Contract Standards 1.2.2 and when the training is held more than 50 miles from the attendee's office. Fee is per individual attending, per training, and per day.

1.14.9 Records - STAP

Records shall substantiate activities reported. Records shall include:

- copies of the STAP applications;
- copies of the STAP contract cover forms;
- copies of the STAP certification form;
- sign-in sheets for group trainings to include name and signature of attendees;
- documentation to verify client satisfaction surveys were given to clients according to contractor's approved plan; and
- verification for SADS equipment purchased.

EXHIBIT E: HHSC GRANTEE UNIFORM TERMS AND CONDITIONS

HHSC Uniform Terms and Conditions Version 2.14

Published and Effective: March 1, 2017

Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation or "RFA"” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” or “Application” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any. “Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 INTERPRETIVE PROVISIONS

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 PAYMENT METHODS

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be

utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 DEBT TO STATE AND CORPORATE STATUS

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 APPLICATION OF PAYMENT DUE

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 USE OF FUNDS

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 NONSUPPLANTING

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 FUNDING

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained

within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 NO DEBT AGAINST THE STATE

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 DEBT TO STATE

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 RECAPTURE OF FUNDS

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 ALLOWABLE COSTS.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT

If Grantee, within Grantee’s fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with

2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 SUBMISSION OF AUDIT

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 FEDERAL CERTIFICATIONS

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 INTELLECTUAL PROPERTY

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's

Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO AUDIT

Grantee understands that 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's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 CONFIDENTIALITY

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 PUBLIC INFORMATION ACT

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 CONTRACT MANAGEMENT

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 EQUITABLE SETTLEMENT

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.02 INSURANCE

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 LEGAL OBLIGATIONS

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 INDEMNITY

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM

AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE

PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 ASSIGNMENTS

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 RELATIONSHIP OF THE PARTIES

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the

System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the nonenforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 SURVIVABILITY

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 NO WAIVER OF PROVISIONS

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 PUBLICITY

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 EMPLOYMENT VERIFICATION

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 CIVIL RIGHTS

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 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. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. 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 excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to 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, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-supportservices/civil-rights/publications>

- d. Grantee agrees to comply with Executive Order 13279, and its 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 direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must 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 ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

TTY Toll Free:
(877) 432-7232 Fax:
(512) 438-5885.

ATTACHMENT A
PROPOSAL TEMPLATE - DEAF AND HARD OF HEARING
TECHNOLOGY SPECIALIST

Attachment A will be uploaded to the ESBD as a separate bid packet

ATTACHMENT B
PROPOSAL TEMPLATE - STAP SPECIALIST

Attachment B will be uploaded to the ESBD as a separate bid packet

**ATTACHMENT B
BUDGET**

HHSC DHHS hereby agrees to pay for services on a fee for service basis in accordance with Contract Standards for ODHHS Specialist Contracts, Sections 1.13.3 and 1.14.8 and as established below:

Technology Specialist Fees

New clients served	10-14	\$1875
	15-29	\$2813
	30-49	\$3750
	50+	\$5063
Trainings provided		\$150
Training attendees	8-14	\$770
	15-29	\$1035
	30-49	\$1370
	50+	\$1570
Out of area	New Clients	\$100
	Trainings	\$200
Administrative		\$1000
Goal fee		\$500
ODHHS training		\$300

STAP Fees

Service	Fee
Application Fee	\$ 133
Re-applying Application Fee	\$ 55
Certification Fee	\$ 55
Demonstration Fee	\$ 66
Setup Fee	\$ 66

ODHHS-required training

applicable if training is held more than 50 miles from attendee's office

\$366 per attendee, per training, per day.

ATTACHMENT C
PROPOSAL TEMPLATE - DEAF AND HARD OF HEARING
ACCESS SPECIALIST

Attachment C will be uploaded to the ESBD as a separate bid packet

APPENDIX A
Health and Human Services Commission
Rehabilitative and Independence Services
Office of Deaf and Hard of Hearing Services (ODHHS)
Specialized Telecommunications Assistance Program (STAP)
Sample Cover Form
This form does not need to be returned with Response.

Contractor and Contract Number

STAP Specialist

Applicant ID #

Part A -- Application Assistance

I was assisted by the STAP Specialist in completing the application for a specialized device for the telephone. The STAP Specialist provided information about the devices available under this program that will assist me in using the telephone.

Applicant Signature:	Date:
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Part B -- Equipment Demonstration

The STAP Specialist took the time to show me different devices available under the STAP for using the telephone. I was able to try several devices to determine which device worked best for me.
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Applicant Signature:	Date:
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Part C -- Equipment Setup

The STAP Specialist setup the telephone or equipment I received with a STAP voucher and I was able to make a call using the equipment. The Specialist explained how to use the equipment.

Applicant Signature:	Date:
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ATTACHMENT B - BUDGET

ATTACHMENT C – ADDITIONAL CONTRACT REQUIREMENTS

ATTACHMENT C ADDITIONAL CONTRACT REQUIREMENTS

I. Additional Reporting Requirements

The following goals are the established minimal goals in accordance with the Contract Standards for ODHHS Specialist Contracts, Section 1.10.

Total number of new clients who are deaf or hard of hearing served plus clients who are deaf or hard of hearing trained monthly by the Technology Specialist	45
-Number of new clients who are deaf or hard of hearing the Technology Specialist will serve monthly	30
-Number of clients who are deaf or hard of hearing the Technology Specialist will train monthly	5
Number of trainings the Technology Specialist will provide monthly	2
Number of applications appropriately certified by the STAP Specialist	30

II. Contract Requirements

The following are contract requirements that apply to this contract and that replace or modify the application which is a part of this contract.

Services provided under this contract will serve HHSC Region 3.

SADS purchased with contract funds must be ODHHS approved prior to purchase in compliance with Contract Standards for ODHHS Specialist Contracts, Section 1.7.

A client satisfaction plan must be approved by ODHHS in compliance with Contract Standards for ODHHS Specialist Contracts, Section 1.2.2.

All activities performed under this contract must be in scope activities in compliance with the Contract Standards for ODHHS Specialist Contracts.

ATTACHMENT D - RESPONSE TO SOLICITATION