

**SIGNATURE DOCUMENT FOR
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000705400001**

The **TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS)** (“System Agency”), an administrative agency within the executive branch of the state of Texas, and **OPTIMIZATION ZORN CORPORATION, DBA OZ SYSTEMS** (“Contractor”), having its principal office at 2201 E Lamar Blvd Suite 280 Arlington Texas 76006, (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for a system, and associated services to manage, report, and track required newborn hearing screening, follow-up, diagnostic, and intervention results for DSHS’s Texas Early Hearing Detection and Intervention (TEHDI) program.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to the Texas Government Code, sec. 2155.144, Texas Health and Safety Code, sec. 47.007 and Texas Health and Safety Code, Ch. 1001

II. DURATION

The Contract is effective on **September 1, 2020** and terminates on **August 31, 2023**, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may renew or extend this Contract for up to **two (2), one (1) year extensions**. However, in no event may the Contract term, including all renewals and extensions, exceed five (5) years.

At the sole discretion of the System Agency, any Work Order issued hereunder may survive the expiration or termination of this Contract.

III. STATEMENT OF WORK

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT C – STATEMENT OF WORK**. The Statement of Work is clarified by **ATTACHMENT A – EXTENSION OF OPERATIONS PERIOD; ATTACHMENT B-1 – CONTRACTOR’S CLARIFICATIONS TO CONTRACTOR’S RESPONSE – WORKBOOK; and ATTACHMENT B-2 – CONTRACTOR’S CLARIFICATIONS TO CONTRACTOR’S RESPONSE – GAP ANALYSIS**.

The Solicitation, including all addenda, is incorporated into and made a part of this Contract and included as **ATTACHMENT M – SYSTEM AGENCY SOLICITATION NO. HHS0007054**.

IV. BUDGET

The total amount of this Contract during the initial term will not exceed **\$6,600,000.02**. The total amount for each optional extension year will not exceed **\$2,200,000.34**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at System Agency's sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract will be in accordance with **ATTACHMENT H -- BUDGET**.

V. CONTRACT REPRESENTATIVES

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

System Agency Contract Representative

Serena Slocum
Health and Human Services Commission
Contract Manager
4900 N. Lamar Blvd.
Austin, TX 78751
Serena.slocum@hhsc.state.tx.us

Contractor Contract Representative

Francoise Mattice
OZ Systems
Chief Financial Officer
2201 E Lamar Blvd, Suite 280
Arlington Texas 76006
Fmattice@ozsystems.com

VI. NOTICE REQUIREMENTS

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.
- B. Contractor shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N. Lamar Blvd.
Austin, Texas 78751

- C. Notices given by System Agency to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System

Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

- D. Notices given by Contractor to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

The documents identified below as Attachments are incorporated by reference and made a part of this Contract for all purposes.

In the event of conflict, ambiguity or inconsistency between or among any documents, the matter shall be resolved based on the following Order of Precedence:

THIS SIGNATURE DOCUMENT

ATTACHMENT A – EXTENSION OF OPERATIONS PERIOD

ATTACHMENT B-1 – CONTRACTOR’S CLARIFICATIONS TO CONTRACTOR’S RESPONSE – WORKBOOK

ATTACHMENT B-2 – CONTRACTOR’S CLARIFICATIONS TO CONTRACTOR’S RESPONSE – GAP ANALYSIS

ATTACHMENT C – STATEMENT OF WORK

ATTACHMENT D – CONTRACT AFFIRMATIONS

ATTACHMENT E – UNIFORM TERMS AND CONDITIONS

ATTACHMENT F – ADDITIONAL PROVISIONS

ATTACHMENT G-1 – DATA USE AGREEMENT

ATTACHMENT G-2 -- CONTRACTOR’S COMPLETED SECURITY AND PRIVACY INQUIRY

ATTACHMENT H – BUDGET

ATTACHMENT I – FEDERAL ASSURANCES

ATTACHMENT J – CERTIFICATION REGARDING LOBBYING

ATTACHMENT K – CONTRACTOR’S RESPONSE TO RFO No. HHS0007054

ATTACHMENT L – INSURANCE COVERAGE REQUIREMENTS

ATTACHMENT M – SYSTEM AGENCY SOLICITATION No. HHS0007054, INCLUDING, BUT NOT LIMITED TO ALL ADDENDA

VIII. MODIFICATIONS TO TERMS AND CONDITIONS

The parties agree to the following modifications to the terms and conditions set forth in the Exhibits to this Contract:

- 1. Attachment E HHSC UNIFORM TERMS AND CONDITIONS, ARTICLE I, DEFINITIONS AND INTERPRETIVE PROVISIONS, Section 1.1 DEFINITIONS is modified as follows:**

The definition of “**Work Product**” contained therein is modified by the addition of the following sentence:

Work Product excludes all hardware, software and documentation licensed to System Agency under this Contract as part of the Management Information System (MIS) provided under this Contract.

2. Attachment E HHSC UNIFORM TERMS AND CONDITIONS, ARTICLE V, INTELLECTUAL PROPERTY, Section 5.1 OWNERSHIP IF WORK PRODUCT, SUBSECTION A is hereby modified by addition of the following:

5.1 Software as a Service Ownership; Ownership of Work Product.

(A) “Contractor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, provided by Vendor as part of the software as a service (MIS) it is licensing System Agency to use under this Contract. This includes tangible and intangible items Contractor developed and utilized as part of the MIS:

(a) prior to providing any MIS Services to System Agency under this Contract and prior to receiving any documents, materials, information or funding from or on behalf of System Agency relating to the Services provided under this Contract and

(b) after the Effective Date of the Contract, if such tangible or intangible items or things were independently developed by Contractor in connection to its ownership and operation of the MIS.

The paragraph identifiers for the original subsections of section 5.1 are re-lettered as paragraphs B through F, inclusive.

IX. SIGNATURE AUTHORITY

Each Party 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 Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000705400001

SYSTEM AGENCY

OZ SYSTEMS

DocuSigned by:
Ricardo Blanco _____
AB9C98584B08427...

Name: Ricardo Blanco

Title: Chief Information Officer

Date of execution: August 25, 2020

DocuSigned by:
Terese Finitzo _____
F8904F857A8941D...

Name: Terese Finitzo

Title: CEO

Date of execution: August 24, 2020



TEXAS

Health and Human Services

**Attachment A - Extension of Operations Period
HHS Contract No. HHS000705400001**

Scope of Work for Operations Phase A

A. Project Schedule

The following **Table 1 – Project Schedule** provides anticipated start and end dates for of the Operations Phase A schedule. Operations Phase A is intended to provide service continuity to Users during the transition period. The scope of work for Operations Phase A alone is described in this **Attachment A Extension of Operations Period**. The scope of work for the Transition Phase, Operations Phase B, and Turnover Services are described in **Attachment C Statement of Work**.

Table 1 Project Schedule

Phase	Duration	Required Start Date	Anticipated End Date
Operations Phase A: service continuity	Up to four (4) months	9/01/2020	By 120 calendar days after required start date

B. Specifications

High-Level Functionality

For the Operations Phase A period, the NHS Information Management, Reporting, And Tracking System shall maintain the following high-level functionality:

1. Ability to create and maintain searchable and exportable records for newborns. Each record shall include the following:
 - a. Newborn name and demographic information.
 - b. Newborn's primary contact information (*parents*), as well as, any other contact information (*relative or social services*) and demographic information.
 - c. Contact information for all hearing screening and diagnostic Providers, including but not limited to:
 - 1) Birthing Facility;
 - 2) Primary Care Provider;
 - 3) Early Childhood Intervention (ECI) Program; and
 - 4) Audiologist.

- d. Information on hearing screening, diagnostic outcomes, and intervention services and results provided to the newborn, including but not limited to; initial birth screen, follow-up screens, patient transfers to one facility from another, and referrals made to other Providers such as ECI.
 - e. Information related to risk factors for late onset of hearing loss.
 - f. Documentation of care coordination activities provided to the newborn/parents – including generating and printing letters used in communicating with newborn contacts.
 - g. Case notes including edits and additions to the record.
 - h. Information related to professional interpretation and recommendations for needed intervention and/or treatment resulting from any of the following assessments:
 - 1) Automated Auditory Brainstem Response (AABR);
 - 2) Auditory Steady State Response (ASSR);
 - 3) Behavioral Observation Audiometry;
 - 4) Otoacoustic Emissions;
 - 5) Conditioned Play Audiometry;
 - 6) Audiologic Puretone;
 - 7) Audiologic Tympanometry; and
 - 8) Video Reinforcement Audiometry.
- 2. Ability to create assessment details for follow-up screening, diagnostic audiological evaluations, or treatment.
 - 3. Ability to perform quality assurance activities on newborn records including,
 - a. Merge duplicate records;
 - b. Print a list of newborns who have an outstanding evaluation or testing tasks remaining; and/or
 - c. Track early intervention workflow for both current and historical patients who are suspected or have been diagnosed as deaf or hard of hearing.
 - 4. Ability to create, edit, and search professional contacts.
 - 5. Ability to create globally unique patient and user identification numbers and designate which users shall have access to specified records.

6. Ability to inform or prompt designated users when checkpoints in the continuum of care are not met including, but not limited to:
 - a. Undocumented parental written consent;
 - b. Non-entry of PCP information; and
 - c. Non-entry of outpatient hearing screen provider information.
7. Ability to capture patient screening and diagnostic results both manually and automatically via interface with screening equipment.
8. Ability to interoperate with DSHS-approved Hearing Screen Equipment Devices (*see Approved Screening Equipment at <https://dshs.texas.gov/tehd/approved-screening-equipment.aspx>*; the data of screening results to be captured shall include:
 - a. location of birth;
 - b. services provided;
 - c. technique;
 - d. technology employed;
 - e. equipment used;
 - f. date/time;
 - g. screener/assessor name;
 - h. type of assessment; and
 - i. screen results.
9. Ability to import audiological data via an electronic file or diagnostic import page.
10. Ability to import outpatient screening data via an import page.
11. Ability to match imported examination data to existing patient records.
12. Ability to export into a non-application specific format, information from the MIS, including, but not limited to:
 - a. Demographic Data;
 - b. Screening Results;
 - c. Diagnostic Evaluation Results;
 - d. Risk Factors;
 - e. Professional Contacts assigned to a record.
13. Ability for a birth facility to transfer a record to another facility should the infant's level of care need to be upgraded.

14. Ability to generate reports for DSHS, on a schedule determined by the Program, including:
 - a. Referrals to ECI and other information related to record disposition for all do not pass results and those missed and not indicated.
 - b. Ad-hoc reports needed by DSHS staff regarding screening/diagnostic results, loss to follow-up/loss to documentation, etc.
15. Be accessible to Providers along the statewide hearing services continuum of care.
16. Maintain an online user manual which reflects all TEHDI MIS enhancements.
17. Include a training website. The Vendor shall maintain a list of names and roles of users that have accessed the training site each month and electronically submit the list to DSHS as part of the monthly invoice. The training website shall:
 - a. Be accessible 24 hours a day/7 days a week/365 days a year.
 - b. Mirror and be consistent with the current TEHDI MIS
18. The Vendor shall:
 - a. Provide DSHS with a comprehensive list of system changes which will affect Texas end users.

C. Outreach/Training and Technical Assistance

Technical Assistance/Provider Education Deliverables

The Vendor shall provide the following Technical Assistance and Provider Education deliverables:

1. The Vendor shall maintain a log of technical assistance provided during each month. The log shall include follow-up and outcome of technical assistance provided. Vendor shall submit the monthly log to DSHS at tehdi@dshs.texas.gov with the State of Texas Purchase Voucher (*Form B-13*) as supporting documentation for payment.
2. Provide Technical Assistance/Provider Education sessions to Providers as identified by the Vendor and/or DSHS.
3. The Vendor shall be accessible to provide technical assistance to TEHDI MIS users 24 hours per day/7 days per week/365 days per year.

4. Conduct teleconferences or webinars, as needed, for DSHS staff, TEHDI MIS users, and TEHDI stakeholders;
5. Provide IT technical assistance as follows:
 - a. Create, edit and delete user accounts within one (1) business day of request;
 - b. Manage user settings and access rights within one (1) business day of request;
 - c. Manage user passwords within one (1) business day of request.

New MIS User Training Deliverable

The Vendor shall provide training and maintain a log of all new users trained. This log shall be included in the Monthly invoice submission.

1. All training must include:
 - i. An overview of the TEHDI MIS including implementation, use, and best practices in accordance with the current Joint Committee on Infant Hearing Position Statement;
 - ii. Newborn Hearing Screening program implementation in accordance with Health and Safety Code (HSC), §§ 47.001 - 47.011 and the Texas Administrative Code (TAC), Title 25, §§37.501 - 37.505;
 - iii. Utilization of the TEHDI MIS;
 - iv. When applicable, information on how the process is different for facilities that use Newborn Admission Notification Information (NANI) System.

Professional Contact Information Maintenance.

The vendor must at a minimum:

1. Validate professional contact information prior to adding a new provider to the MIS.

Care Coordination.

This vendor must at a minimum:

1. Follow the currently approved Care Coordination Plan;
2. Comply with all program business rules concerning follow-up;
3. Provide outreach to medical Providers/audiologists regarding the need for hearing screen and follow-up care;

4. Provide correspondence and phone calls to families whose infants were not provided the hearing screen at birth or who did not pass the birth screen and are in need of follow-up services.

D. Managed Services

The Vendor shall provide the following Managed Services Deliverables:

1. The Vendor shall respond to patient follow-up in accordance with state and federal regulations including but not limited to Limited English Proficiency (LEP) and Americans with Disabilities Act (ADA);
2. The Vendor shall provide parents/Providers with a toll-free number to call with scheduling information and/or appointment outcomes
3. The Vendor shall serve as a Subject Matter Expert or resource in support of the TEHDI Program as follows:

- a. Newborn Hearing Screening

Vendor shall respond in a professional unbiased manner to questions from parents, audiology Providers, audiologists, and other health care Providers regarding newborn and pediatric testing and methods of intervention or products. Areas of expertise include rules, guidelines, related policy, hearing screening equipment, appropriate screening protocols, and medical necessity of testing and repeat testing. Provide subject matter expertise to DSHS, as needed, in the development of related rules, rates, standards, and policy.

- b. Amplification Options

Vendor shall respond in a culturally sensitive manner to inquiries from families, Providers and the general public on issues related to surgical and non-surgical amplification options, including appropriate testing and fitting/implementation protocols and, appropriateness of repeat testing. Provide explanations of hearing loss and provide information on whether hearing aids or cochlear implants are appropriate.

- c. Partner Agency and Program Support

Vendor shall provide assistance to partner state agencies and programs. Respond to questions such as hearing aid appropriateness, tinnitus rehabilitation or the medical necessity of hearing services.

- d. Hearing Specialist Resource

With prior approval, the Vendor shall represent DSHS as a hearing specialist in public presentations.

e. Technical Resource

Participate as a technical resource in discussions on data integration and data sharing with other data systems and provide possible solutions for data integration and data sharing.

f. Subject Matter and Support Log

Maintain a monthly Subject Matter and Support Log with details specified and requested by DSHS. The Vendor shall submit a summary of the log with the monthly invoice.

4. The Vendor shall monitor and evaluate newborn hearing screening programs for performance on DSHS established standards. Vendor shall:
 - a. Create monthly datasheet to report the facilities' performance and compliance outcomes; and
 - b. Distribute a matrix performance report (*report cards*) to each newborn hearing screening program and to DSHS via tehdi@dshs.texas.gov every other month.
5. On behalf of DSHS, the Vendor shall periodically send announcements to MIS users regarding major TEHDI program updates and/or changes.
6. The Vendor shall not release press releases regarding the TEHDI MIS or program without prior written approval from DSHS.
7. The Vendor shall not represent the TEHDI Program in any capacity in meetings, conferences, conference calls, or private or public settings without prior written approval from DSHS.
8. The Vendor shall provide to DSHS the data and a data summary requested in the Centers for Disease Control and Prevention (CDC) Annual Hearing Screening and Follow-up Survey. Vendor shall provide such to DSHS at tehdi@dshs.texas.gov:
 - a. Preliminary data six months prior to the CDC due date.
 - b. Final data one month prior to submission to CDC.

E. Technical Requirements

The system utilized by the Vendor shall meet the following high-level technical requirements:

1. Secure and HIPAA compliant (*the site must require users to change their password every ninety (90) days*);
2. Data security and integrity safeguards;

3. Compliant with Section 508 of the Rehabilitation Act of 1973;
4. Employ usability standards and data validation wherever possible;
5. Utilize secure and redundant application hosting and data back-up;
6. Provide secure 24-hour/7 days a week/365 days a year system access;
7. Ability to provide fully redundant power employing both battery and generator back-up power;
8. Utilize a ground floor location with 24-hour controlled access;
9. Ability to handle more than five hundred (500) concurrent users;
10. Ability to interact with major browsers and their various versions, such as Internet Explorer, Firefox and others;
11. Ability to encrypt transmitted data in a manner that is consistent with Center for Medicaid and Medicare Services (CMS) guidelines and in compliance with state and federal requirements;
12. Ability to automatically encrypt and compress all patient information that is transferred from one location to another; and
13. Ability to interoperate with Health Level Seven (HL7) messaging standards to automate transfer of basic patient admission information.

F. Maintenance and Enhancements

The Vendor shall make any necessary upgrades or changes to the system only to maintain status quo.



TEXAS

Health and Human Services

**Attachment C - Statement of Work (SOW)
HHS Contract No. HHS000705400001**

**for
Texas Early Hearing Detection and Intervention (TEHDI)
Newborn Hearing Screening Information Management and
Care Coordination Services**

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ARTICLE I. PROGRAM OVERVIEW AND DEFINITIONS

1.1 PROGRAM OVERVIEW

The TEHDI program is dedicated to ensuring that newborns and young children who are deaf or hard of hearing are identified as early as possible, with the goal of providing the appropriate intervention services in order to prevent delays in vocabulary, communication, and cognitive skills development. More information about the TEHDI program is available at dshs.texas.gov/tehdi.

DSHS seeks a qualified Respondent to provide a web-based software application (see “**Contractor System**” as defined below) and associated services to perform NHS information management, reporting, and tracking, as described in this RFO and in compliance with the terms and conditions of the Contract resulting from this Solicitation.

The selected Respondent shall provide the necessary services as required for the successful implementation of the Contractor System, technology training for all categories of users, technical assistance (including online and call-based help center), and outreach and care coordination activities in accordance with the specifications contained in this RFO. The TEHDI program will use data from the Contractor System to certify hospital-based hearing screening programs.

1.2 DEFINITIONS

Refer to **Attachment E** (*Health and Human Services (HHS) Uniform Terms and Conditions – Vendor, Version 3.0*) and **Attachment F** (*Health and Human Services (HHS) Additional Provisions, Version 1.0*) for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms have the meanings assigned below:

“**AABR**” means Automated Auditory Brainstem Response.

“**ADA**” means Americans with Disabilities Act.

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

“**Applicable Laws**” means all State and federal laws and regulations applicable to the Services and Respondent’s performance under the Contract, including without limitation the laws and regulations identified in the *Data Use Agreement (DUA)*, attached as **Attachment G-1**, and cited in the Contract.

“**Available**” means all Users are able to access the Contractor System, including the training site; Users are able to log in to the Contractor System and perform business functions; and all automated processes are running as scheduled.

“**CDC**” means Centers for Disease Control and Prevention.

“**CMS**” means Center for Medicare and Medicaid Services.

“**Contractor System**” means a web-based software application that services early hearing detection and intervention (EHDI) programs.

“CR” means Change Request. See Attachment #1, Change Request Form Example.

“DED” means Deliverables Expectation Document. The purpose of the DED is to ensure agreed-upon expectations are clearly defined before the Deliverable is developed.

“Downtime” means a time when the Contractor System is not Available.

“DSHS” means Department of State Health Services.

“ECI” means Early Childhood Intervention.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/sp>.

“GIS” means Geographic Information System.

“HIE” means Health Information Exchange.

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

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of Subcontractors, which is required to be submitted with all responses to state agency Contracts with an expected value of \$100,000 or more where subcontracting opportunities have been determined by the state agency to be probable. The HUB Subcontracting Plan subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the state agency during the term of the Contract.

“ICT” means Information and Communication Technology.

“LAST” means load and stress test.

“LEP” means Limited English Proficiency.

“Major Upgrade” means the replacement of hardware, software, or firmware with a newer version or different product.

“NHS” means Newborn Hearing Screening.

“OAEs” means Otoacoustic Emissions.

“Operations” means all of the Services to be provided by Contractor following Contractor’s successful completion of the Transition phase and not including Turnover Services.

“PER” means Performance Evaluation (PER) Deliverables.

“P1,” “P2,” “P3,” “P4” means priority levels one (1) through four (4) for reported issues.

“Pre-release Notes” means documentation that details the corrections, changes, or enhancements to be made to the Contractor System.

“Provider” means the birthing centers and follow-up care providers along the hearing continuum of care who conduct hearing screening tests, provide hearing diagnoses, or provide hearing early intervention care to infants and children.

"Respondent" means the entity responding to this Solicitation.

"Response Time" means the number of business hours between a technical support request via opened ticket and the Contractor's initial contact with DSHS.

"Resolution Time" means the number of business hours between a reported technical support request via opened ticket and the time at which DSHS can no longer reproduce the issue that is the subject of the support request.

"SaaS" means software as a service.

"SLR" means service level requirement.

"SME" means subject matter expert.

"Solicitation" means this Request for Offers, including all Exhibits and Addenda, if any, as listed in **Attachment M**.

"SOW" means the Scope of Work included herein.

"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.

"TEHDI" means Texas Early Hearing Detection and Intervention.

"Transition" means those activities, including all project management activities required, that shall take place between the Effective Date of the Contract and the Contractor's Operations Phase B start date.

"Turnover" means those activities, including planning, project management, communication, and coordination activities, that are required for the Contractor to perform to hand over contract service delivery to a successor contractor, the System Agency, or the System Agency's designated resources.

ARTICLE II. SCOPE OF WORK AND SPECIFICATIONS

2.1 PROJECT SCHEDULE

The following **Table 1 – Project Schedule** provides anticipated start and end dates for each phase.

Table 1 - Project Schedule

Phase	Duration	Required Start Date	Anticipated End Date
Base Contract Term	Up to three (3) years	9/01/2020	8/31/2023
Transition Phase	Up to four (4) months	9/01/2020	By 120 calendar days

Phase	Duration	Required Start Date	Anticipated End Date
			after required start date
Operations Phase A: service continuity	Refer to Attachment A Extension of Operations Period		
Operations Phase B: care coordination, program support, and technical services	Up to thirty-two (32) months	By 121 calendar days after required start date	Same as anticipated end date of base Contract term
Optional Contract Extensions	Up to two (2) additional one (1) year periods Option 1 may extend through 8/31/2024 and Option 2 may extend through 8/31/2025		
Transition Services	Commences upon Contract award		
Turnover Services	Commences six (6) months prior to the end of the Contract term, including during any optional renewal periods. Alternatively, commences upon System Agency’s request for commencement of Turnover Services and must be completed within three (3) months or as otherwise agreed by DSHS in writing. Operations Services continue uninterrupted and undiminished through the Turnover phase until actual Contract closeout.		

2.2 SUMMARY OF SERVICES/ STATEMENT OF WORK/ SPECIFICATIONS

The Contractor System shall comply with all Applicable Laws, including Texas Health and Safety Code Chapter 47. Contractor shall make the Contractor System available to DSHS and Providers as a web-based SaaS platform. Users of the Contractor System comprise designated TEHDI staff at DSHS (“**DSHS Users**”), and designated Provider personnel (“**Provider Users**,” DSHS Users and Provider Users are collectively referred to as “**Users**”). The Respondent shall also provide implementation services, system training and technical assistance; conduct outreach activities; and provide care coordination services, serving as a SME.

2.2.1 General Service Requirements

The Respondent shall provide Operations services meeting the requirements in the following operational domains.

1. Care coordination, educational outreach and technical assistance, and program support services to Providers throughout the State of Texas; reporting of care coordination services outcomes to System Agency; and
2. Technical Services, including the Contractor System and associated software maintenance and technical support to all Users, and enhancements.

Any Subcontractors of Contractor providing Services under the Contract shall meet the same requirements and level of experience as required of the Contractor.

2.2.1.1 Compliance with Applicable Laws

a. Information Security and Privacy

In addition to Contractor's general obligation to perform the Services in compliance with all Applicable Laws provided elsewhere in the Contract, Contractor shall perform the Services at all times compliant with Applicable Laws with respect to information security and privacy, including without limitation laws with respect to incident response and breach notification. Applicable Laws for information security and privacy include, at a minimum:

1. Texas Health and Safety Code. Chapter 108
2. Title 25, Part 1, Chapter 421 of the Texas Administrative Code
3. Texas Health and Safety Code. Chapter 181
4. Texas Health and Safety Code. Section 81.046
5. Texas Health and Safety Code. Chapter 595
6. Texas Health and Safety Code. Chapter 611
7. Texas Business and Commerce Code. Chapter 521
8. 42 Code of Federal Regulations (CFR) Part 2, Confidentiality of Substance Use Disorder Patient Records
9. Health Insurance Portability and Accountability Act (HIPAA) rules contained in 45 CFR Parts 160, 164, and Subparts C (Security Standards for the Protection of Electronic Protected Health Information) and E (Privacy of Individually Identifiable Health Information)
10. Title 1, Part 10, Chapter 202, Subchapter B of the Texas Administrative Code

b. TEHDI State and Federal Law

The Services and the Contractor System must support and comply with the following State and federal laws:

1. TEHDI statute, Texas Health and Safety Code Chapter 47.
2. Birthing facility, as defined in Section 47.001, Texas Health and Safety Code, including without limitation hospitals licensed under Texas Health and Safety Code Chapter 241, and birthing centers licensed under Texas Health and Safety Code Chapter 244.
3. Primary Statewide Resource Center, as defined under Section 30.051, Texas Education Code.
4. Early Intervention Services, as required in Part C, Individuals with Disabilities Education Act (20 U.S.C. §§ 1431-1443), as defined Chapter 73, Texas Human Resources Code.
5. State Medical Assistance Program, as defined in Chapter 32, Texas Human Resources Code.
6. Confidentiality of patients, in accordance with Chapter 159, Texas Occupations Code.
7. Midwife, as defined by Section 203.002, Texas Occupations Code.
8. Nurse Midwife, as described by Section 301.152, Texas Occupations Code.
9. Title 42 of the United States Code, The Public Health and Welfare, Chapter 6A-Public Health Service, Subchapter II- General Powers and Duties, Part P-Additional Programs at this link:

https://www.infanthearing.org/stategrants/docs_toolbox/2017%20EHDI%20Reauthorization%2042%20USC%20280g.pdf

10. Confidentiality guidelines under Texas Administrative Code Title 25, Part 1, Chapter 37, Subchapter 2, Rule §37.503.
11. Texas Administrative Code, Title 25, Part 1, Chapter 37, Maternal and Infant Health Services, Subchapter S, Newborn Hearing Screening.

2.2.2 Deliverables Submission and Acceptance Process

Throughout the Contract term the Contractor is responsible for providing specified Deliverables to DSHS. Upon approval by DSHS, all Deliverables become incorporated into the Contract as obligations of Contractor. The Contractor shall make all Deliverables available to DSHS electronically, on or prior to their applicable due dates. All Deliverables and DEDs shall be provided to the assigned contract manager and approved by a single named DSHS individual or their designee. Contact information for these individuals will be provided at the Contract kickoff meeting after Contract execution.

Prior to submission of certain Deliverables, DEDs may be required to establish the monitoring, evaluation, and remedies for the related Deliverables. DSHS shall have an initial review period for each DED of ten (10) business days following receipt from Contractor, during which time DSHS will evaluate the DED for conformance to Contract requirements. If DSHS requires additional time for review of any DED, especially in the case of multiple DEDs undergoing simultaneous reviews, DSHS shall advise Contractor in writing in advance of the additional time required for review.

DSHS shall have an initial review period for each Deliverable of ten (10) business days following receipt from Contractor, during which time DSHS will evaluate the Deliverable for conformance to requirements. If DSHS requires additional time for review of any Deliverable, especially in the case of multiple Deliverables undergoing simultaneous reviews, DSHS shall advise Contractor in writing in advance of the additional time required for review.

No extension of the DED or Deliverable review period will incur any additional charges or costs. If DSHS's extension of a Deliverable review period will create an impact on the project schedule, Contractor shall advise DSHS's contract manager in writing of such impact to the schedule within forty-eight (48) hours of DSHS's written communication to Contractor advising of the extended Deliverable review period.

DSHS shall advise the Contractor in writing of DED or Deliverable approval or rejection, along with the reason(s) for rejection if applicable, identifying which Contract requirement has not been met. The Contractor shall then have five (5) business days to correct the DED or Deliverable and resubmit the Deliverable for DSHS review. DSHS shall have five (5) business days to review each re-submission. The submission and review process described herein shall continue for each Deliverable until DSHS has issued a written approval of the Deliverable. DSHS shall not incur any additional costs for re-work performed by the Contractor to satisfy Deliverable requirements.

The foregoing notwithstanding, Contractor's submission of the same Deliverable on three (3) or more occasions not in conformance with the applicable Contract requirements is a material breach of the Contract. During the course of this Contract, failure of the Contractor

to submit three (3) or more Deliverables in accordance with the requirements and agreed timeframes is a material breach of the Contract. In addition, DSHS acceptance of any Deliverable does not relieve the Contractor of liability or responsibility for corrections for subsequent defects, errors, and/or omissions discovered or experienced in connection with the Deliverable. For any Deliverable that includes a plan or schedule or other description of Contractor's work activities hereunder, upon approval of such Deliverable by DSHS, the Deliverable becomes incorporated into the Contract as a material obligation of Contractor.

2.2.3 Contract Phases

Contract performance under this Attachment comprises three (3) phases: Phase I–Transition Services; Operations Phase B Care Coordination, Program Support and Technical Services; and Phase III–Turnover Services.

2.2.4 Phase I– Transition Services (To be completed no later than 120 calendar days after required start date)

Transition includes those activities, including all project management activities required of the Respondent under this SOW, that shall take place between the Effective Date of the Contract and the Contractor's Operations Phase B start date.

The Contractor must complete Transition activities within four (4) months after the Contract Effective Date and commence performance of all Operational functions as outlined in this SOW with successful achievement of all performance measures no later than **120 calendar days after required start date**. Transition services must be provided at no charge to System Agency.

Contractor shall perform the Transition activities in a manner to successfully accomplish the following objectives:

1. Complete a smooth, seamless, and uninterrupted transition of responsibilities from the incumbent contractor to Contractor's personnel;
2. Complete knowledge transfer from the incumbent contractor to Contractor's personnel;
3. Work with DSHS to leverage the current data dictionary obtained from the incumbent contractor;
4. Contractor System has been accepted by DSHS as available to Users and conforming to all Contract requirements;
5. Contractor personnel who will perform outreach and care coordination services are trained and available;
6. Demonstrate Contractor's readiness to perform all Operations Phase B activities in compliance with the Contract requirements;
7. Establish strong accountability controls for the Contractor;
8. Train, on-board, and register all Users to the Contractor System (login identifier and password);
9. Communicate thoroughly and clearly to Users all the available support resources so that commencement of Operations results in minimal adverse effects on Users;
10. Successfully manage all changes;

11. Establish facilities and appropriate infrastructure, including but not limited to: hardware and software infrastructure, physical and logical security safeguards and controls, telecommunications networking and equipment, utilities, etc.;
12. Establish and document that all required security controls are in place; and
13. Complete all Transition Deliverables.

2.2.4.1 Transition Phase Requirements

Contractor shall provide the following Transition Services as part of the Services:

1. Contractor System implementation;
2. Software acceptance testing;
3. Knowledge transfer to Contractor’s technical and functional staff throughout the implementation;
4. Compliance with Security requirements listed in **Section 2.2.5.8, Security Requirements**;
5. Registration and functional training for all Users.

2.2.4.2 Transition Deliverables

Contractor shall provide Transition Deliverables as part of the Services.

As part of the Transition Phase, Contractor shall provide the Deliverables as listed in **Table 2 – Transition (TRA) Deliverables**.

For each Transition Deliverable, the Contractor shall propose the format, layout, and content in a DED for review and approval by System Agency.

Table 2 - Transition (TRA) Deliverables

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
TRA-1	Transition project work plan	<p>The Contractor shall kick off the project within ten (10) business days of the Effective Date. Following the kickoff, Contractor shall provide a detailed transition project work plan and Gantt chart in electronic format showing all of Contractor’s Transition activities and an associated schedule to successfully complete all of the Transition phase requirements and objectives.</p> <p>After approval by DSHS, any changes to the transition project work plan must be accepted in writing by DSHS. Acceptance by DSHS of a revised transition project work plan does not waive DSHS’s rights or remedies under the Contract, including the right to assess any applicable liquidated damages with respect to the missed schedule dates.</p>	Refer to Attachment B-2 - Contractor’s Clarifications to Contractor’s Response – Gap Analysis

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
		The planned Operations Phase B start date specified in the accepted transition project work plan shall be a Service Level Requirement (SLR), with liquidated damages assessed for delays beyond the scheduled Operations Phase B start date. Refer to <u>Section 2.4, Key Performance Measures, Service Levels, Liquidated Damages, and Sanctions.</u>	
TRA-2	Weekly status report	The Contractor shall provide weekly status reports during the Transition phase. The weekly status report shall include a detailed description of the status of work completed by Contractor against the transition project work plan, a recovery plan for all work activities not tracking to the transition project work plan, escalated risks, issues, and action items, disposition of escalated or critical issues, risks, and important decisions.	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
TRA-3	Communication management plan	The Contractor shall provide a communication management plan that establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate communications during the Transition, Operations, and Turnover phases. This Deliverable includes a User support communication plan that covers how the Contractor shall register all the birthing facilities and follow-up care providers into the Contractor System, provide initial training, and support Users.	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
TRA-4	Change management plan	The Contractor shall provide a change management plan that describes its change management controls and procedures which it will carry out in coordination with DSHS. The change management plan shall assess the scope of each planned change, the User category and number of Users impacted by each change, and the activities required to achieve organizational readiness for the change.	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
TRA-5	Readiness assessment plan	The Contractor shall provide a readiness assessment plan that confirms:	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
		<p>a) how the results of the readiness assessment will be collected and presented to the DSHS and include recommended approaches to resolve any identified problems;</p> <p>b) all Users have been identified, on-boarded, trained, registered (logins created);</p> <p>c) that all support components are present: the support desk is operational and online support materials are approved and in place on the Contractor System's User help links; and</p> <p>d) that all components listed in <u>Section 2.3 Detailed Requirements for Contractor System</u> are present and ready.</p>	Response – Gap Analysis
TRA-6	Data migration and conversion plan	The Contractor shall provide a data migration and conversion plan. This plan shall cover an assessment of the records that shall be migrated, the counts and storage requirements of records to be migrated, the record types in the legacy system, a data map from the legacy system to the Contractor System, exception handling procedures, archive storage and access plans, data migration and conversion completion dates, and any other activities necessary for a seamless transition.	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
TRA-7	Implementation plan	The Contractor shall provide an implementation plan. This plan shall address the required steps and responsibilities for testing and activating the Contractor System; an implementation activity check list; the acceptance testing schedule; the implementation schedule; and post-implementation activities that verify the functionality.	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
TRA-8	Readiness assessment results report	The Contractor shall also provide a readiness assessment results report that describes how the results of the readiness assessment were collected and include recommended approaches to resolve any identified problems; evaluates the Contractor System's ability to support care coordination; each User category's ability to deliver services, in terms of Users'	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
		ability to successfully log in and use the Contractor System; business procedures; reporting; and secure data export. The readiness assessment results must include a formal statement that acknowledges the planned completion of the Transition phase and the Contractor’s ability to assume service delivery responsibilities without any conditions.	
TRA-9	Security deliverables	Contractor shall complete required security Deliverables. Refer to Attachment M, Exhibit L (<i>HHS Information Security Controls, v.1.0</i>) and Attachment M, Exhibit M (<i>Information Security Assessment Supplemental Guidance for External Entities</i>).	Refer to Attachment B-2 - Contractor’s Clarifications to Contractor’s Response – Gap Analysis

Operations Phase B start date shall be scheduled for a date and time that is compatible with DSHS’s business and operational schedule. Contractor shall provide support throughout the entire implementation period.

2.2.4.3 Contractor System Implementation

The Contractor System shall be deemed implemented and ready when all functionality, databases, and user interfaces are verified by DSHS as in compliance with Contract requirements stated **Table 3 - Contractor System Implementation (CSI) Requirements** and DSHS has completed its testing procedures as described in **Section 2.2.4.4, Software Acceptance Testing**.

Table 3 - Contractor System Implementation (CSI) Requirements

Requirement Id	Name	Description	Deliverable and DED Due Date (Number Of Days Following Contract Effective Date)
CSI-1	Legacy data migration and conversion services	The Contractor shall perform all necessary data migration and conversion activities as follows, to extract critical data from the legacy system into the Contractor System. This includes working collaboratively with DSHS to prepare the data mapping and management plan, security specifications, and database conversion and migration plans for the Contractor System. The Contractor System implementation plan is expected to allow all newborn screening results to be documented, and all	Refer to Attachment B-2 - Contractor’s Clarifications to Contractor’s Response – Gap Analysis

Requirement Id	Name	Description	Deliverable and DED Due Date (Number Of Days Following Contract Effective Date)
		<p>existing cases to be managed, using the new system by the Anticipated Start Date of the Operations Phase B as listed in Table 1 – Project Schedule.</p> <p>After all records are migrated to the Contractor System, the Contractor shall audit the migration, and also resolve any migration issues that are discovered.</p> <p>The Contractor shall have all records for all children up to their sixth (6th) birthday accessible in Contractor System, using a records retention schedule.</p> <p>Records older than six (6) years shall be archived, but still actively accessible.</p>	
CSI-2	Initial configuration services	Contractor shall perform all State-specific configurations to the Contractor System during the Transition phase.	Refer to Attachment B-2 - Contractor’s Clarifications to Contractor’s Response – Gap Analysis

2.2.4.4 Software Acceptance Testing

As part of Transition, Contractor shall make the fully configured and implemented Contractor System available to DSHS in a secured testing environment and shall participate in and support DSHS’s evaluation and user acceptance testing of the Contractor System. DSHS staff shall perform acceptance testing prior to the required start date of the Operations Phase B as listed in **Table 1 – Project Schedule**.

This fifteen (15) business-day evaluation period shall begin upon completion of the activities listed in **Table 3 - Contractor System Implementation (CSI) Requirements**, and notification to the DSHS designated point of contact. Contractor’s requirements for Software Acceptance Testing are listed in **Table 4 – Software Acceptance Test (SAT)**.

DSHS shall provide written acceptance to Contractor upon DSHS’s determination that Contractor has successfully completed the Software Acceptance Test Period.

Table 4 - Software Acceptance Test (SAT)

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
SAT-1	Comply with requirements	The Contractor System shall comply with all applicable Contract requirements, including the requirements of Section 2.2.5 .	Refer to Attachment B-2 - Contractor’s Clarifications to

Requirement ID	Name	Description	Deliverable and DED Due Date (<i>number of days following Contract Effective Date</i>)
		<u>Phase II-Operations, and Section 2.3, Detailed Requirements for Contractor System.</u>	Contractor's Response – Gap Analysis
SAT-2	Verify legacy data migration and conversion	All database data incorporated into the Contractor System for acceptance testing shall comply with the requirements listed in <u>Table 3 - Contractor System Implementation (CSD Requirements).</u>	Refer to Attachment B-2 - Contractor's Clarifications to Contractor's Response – Gap Analysis
SAT-3	Testing support	During the evaluation period the Contractor shall be available to support testing activities and answer inquiries.	As needed
SAT-4	Testing iterations	If the Contractor System fails to meet any or all of the software acceptance tests at the end of the evaluation period, DSHS shall notify the Contractor designated point of contact of such failure in writing and Contractor shall have ten (10) business days from notification date in which to correct or improve the Contractor System so it shall meet the software acceptance test. Thereafter, DSHS shall have ten (10) additional business days from receipt of notification in which to re-conduct the software acceptance test. This process shall be repeated, at DSHS's discretion, until DSHS accepts the Contractor System. In addition to any other rights and remedies available under the Contract, DSHS shall have the right and the option to terminate the Contract for cause in the event that the Contractor System fails to meet the software acceptance test criteria after three (3) attempts.	As needed

2.2.5 Phase II – Operations Phase B

The Operations Phase B shall commence upon completion of the Transition phase. The Transition phase shall be complete when DSHS approves all Transition Deliverables and acknowledges successful completion of software acceptance testing.

The Contractor shall provide Operations Services in alignment with the requirements of the following operational domains including, but not limited to the following:

1. Care Coordination
2. Educational Outreach and Technical Assistance
3. Program Support

4. Software Maintenance and Technical Support
5. Technical Support Associated with User Accounts
6. Enhancements
7. Security

2.2.5.1 Care Coordination

DSHS’s requirement is to improve TEHDI program outcomes. Obstacles or barriers that have historically impeded improved program outcomes include the following: the current TEHDI information management system is difficult to navigate and not user friendly; Provider Users have been unable to locate patient records in the TEHDI system; Provider Users lack knowledge about program reporting requirements; duplication of records in the TEHDI system; incorrect or incomplete demographic/contact information on record; infant name changes following discharge from the birth facility (i.e. known as Baby Boy Jones at birth but legal name begins to be used for follow up care); lack of coordination between Providers; and lack of Provider knowledge about best practices and referral options. The Contractor shall configure, implement, and maintain the Contractor System to minimize and/or eliminate (if feasible) the foregoing errors and issues.

Table 5 - Baseline Outcome and Care Coordination Improvement Requirements lists key program outcomes, current baseline measures, and minimum improvement requirements. Baseline measures are determined by the 2017 data published by the CDC (<https://www.cdc.gov/ncbddd/hearingloss/ehdi-data2017.html>). Data collected for each outcome is based on the CDC definitions located in the Survey Explanation document on the referenced webpage.

Table 5 - Baseline Outcome and Care Coordination Improvement Requirements

Requirement ID	Program Outcome	Baseline	Minimum Improvement Requirement
IMP-1	Percent of infants screened by one (1) month of age	Per attachment B-1, Care Coordination tab, #CCI-1, a baseline will be established in the DED	Maintain or improve annually. See Section 2.4.2 and Table 24 SCT-1
IMP-2	Of those infants that did not pass the hearing screen, the percentage lost to follow-up/lost to documentation at diagnosis		Improve (reduce) 5% annually over each prior year, i.e. if the first year is 49.6%, the metric after the first year shall be 44.6%; after the second year 39.6%; after the third year 34.6%. See Section 2.4.2 and Table 24 SCT-2
IMP-3	Of those infants with a documented diagnosis, the percentage diagnosed by three (3) months of age		Improve 5% annually over each prior year, i.e. if the first year is 62.4%, the metric after the first year shall be 67.4%; after the second year 72.4%; after the third year 77.4%. See Section 2.4.2 and Table 24 SCT-3

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2.2.5.2 Care Coordination Requirements

In addition to the required minimum improvement requirements provided above, Contractor shall provide the following care coordination activities and reports.

Table 6 - Care Coordination Improvement (CCI) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
CCI-1	CCI assessment	The Contractor shall develop and submit to the DSHS at tehdi@dshs.texas.gov a semiannual report on care coordination and outreach activities. This report shall include accomplishments, activities/strategies implemented, challenges/barriers encountered, actions taken to overcome these challenges, recommendations to reach improvement requirements, and the plan for the next six months to reach or exceed the minimum improvement requirements for each requirement. If the Contractor is not projecting to meet or exceed the minimum improvement requirements, the Contractor must perform a root cause analysis and provide a corrective action plan as part of the CCI assessment report.	Beginning six (6) months after commencement of Operations Phase B, and every six (6) months thereafter, throughout Operations Phase B
CCI-2	Care coordination SME	Contractor shall serve as a care coordination SME.	Throughout Operations Phase B
CCI-3	CCI improvement	Meet improvement requirements as listed in <u>Table 5 – Baseline Outcome and Care Coordination Improvement Requirements.</u>	Beginning twelve (12) months after commencement of Operations Phase B, and every twelve (12) months thereafter, throughout Operations Phase B

2.2.5.3 Educational Outreach and Technical Assistance

Contractor shall develop and conduct standardized training for the Contractor System, educational outreach, and technical assistance for Users, as described in **Table 7 – Educational Outreach and Technical Assistance (EOT) Requirements.** Contractor is expressly prohibited from using the Contractor System or any educational or outreach materials developed by Contractor hereunder for Contractor’s marketing or sales purposes. No such outreach shall imply any endorsement by DSHS

for any Contractor or third-party products or services, nor shall it imply there is a required purchase. All outreach activities and artifacts shall be approved in advance by DSHS.

Table 7 - Educational Outreach and Technical Assistance (EOT) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
EOT-1	New user Training	Contractor shall conduct training for new Users based on Users' roles (e.g., screener, audiologist, or early intervention).	Monthly, beginning one (1) month after Operations Phase B start date
EOT-2	System training and technical assistance	Contractor shall conduct Contractor System training and technical assistance, sessions to all Users and TEHDI stakeholders as identified by the Contractor and/or the System Agency. The sessions must be offered via live webinar at least once per month, and each webinar must accommodate a minimum of three hundred participants. The webinar recording must be posted for all Users in the "help" area of the Contractor System.	Minimum once per month
EOT-3	Training log	Contractor shall maintain a list of names and roles of all Users trained. Contractor shall submit the monthly log to the DSHS at tehdi@dshs.texas.gov .	Monthly
EOT-4	Training content	All training shall cover utilization of the Contractor System and an overview of the TEHDI process and best practices in accordance with the current Joint Committee on Infant Hearing Position Statement (http://www.jcih.org/posstatements.htm); Texas Health and Safety Code, Chapter 47; and Texas Administrative Code, Title 25, Part 1, Chapter 37.	Ongoing

2.2.5.4 Program Support

The Contractor shall provide the program support requirements as listed in **Table 8 – Program Support (PSU) Requirements**.

Table 8 - Program Support (PSU) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
PSU-1	Inquiry handling	The Contractor shall respond to any inquiries in accordance with Applicable Laws including but not limited to Limited English Proficiency (LEP) requirements of Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA).	Ongoing
PSU-2	Technical resource	The Contractor shall act as a technical resource for Users who are seeking guidance for next steps through the hearing continuum of care.	Ongoing
PSU-3	Audiology SME	The Contractor shall serve as an audiology SME or resource in support of the TEHDI program.	Ongoing
PSU-4	Maintain process	The Contractor shall document and maintain the ongoing process for monitoring, evaluating, and certifying NHS programs in accordance with DSHS established standards at https://www.dshs.texas.gov/tehdi/FacilityCertRequire.aspx .	Initial and subsequent due dates to be proposed by Respondent
PSU-5	Document program performance	In coordination with DSHS, the Contractor shall formally document NHS program performance and compliance in accordance with the current DSHS NHS Protocol at https://www.dshs.texas.gov/tehdi/FacilityCertRequire.aspx .	Initial and subsequent due dates, and reporting approach to be proposed by Respondent
PSU-6	Announcements	On behalf of DSHS, the Contractor shall send announcements as needed to Users regarding major TEHDI program updates and/or changes.	Ongoing

2.2.5.5 Software Maintenance and Technical Support

Contractor shall provide software maintenance and technical support as listed in **Table 9 – Software Maintenance and Technical Support (SMT) Requirements** for the Contractor System. All such software maintenance and technical support shall be unlimited during the term of any purchase order Contract resulting from this solicitation.

Table 9 - Software Maintenance and Technical Support (SMT) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
SMT-1	Contractor contact channels	Contractor shall provide qualified personnel to be available to DSHS by telephone hotline, email, or web portal for the reporting of problems or issues with the Contractor System. Contractor is responsible for providing toll-free telephone support from 7:00 a.m. to 7:00 p.m. CT, Monday through Friday.	Ongoing
SMT-2	Self-help	A support website shall be available twenty-four (24) hours per day, seven (7) days a week for self-help services.	Ongoing
SMT-3	DSHS contacts	Contractor shall allow up to a maximum of three (3) authorized DSHS technical contacts. Upon written request by Contractor, DSHS shall provide the list of authorized technical support staff to contact Contractor for software maintenance and technical support.	Ongoing
SMT-4	Pre-release notes	As part of its software maintenance and technical support, Contractor shall provide, to the extent available, Pre-release Notes to DSHS within fifteen (15) business days of the publication date of any updates to the Contractor System.	Ongoing
SMT-5	Major Upgrade notification	Contractor shall provide to DSHS at least thirty (30) business days advance written notice of any Major Upgrades or other Contractor System changes that change the operation, design, or look and feel of the Contractor System.	Ongoing
SMT-6	Response Time	All responses to requests for technical support shall be meaningful and informative. A response to an issue shall include a change of status of the defect with a detailed comment documenting planned next steps and/or correction actions and target times/dates for resolution. A status change without the adequate documentation shall not be	Ongoing

Requirement ID	Name	Description	Deliverable and DED Due Date (<i>number of days following Contract Effective Date</i>)
		considered an acceptable contact for purposes of calculating Response Time.	
SMT-7	Response Time measure	<p>In its initial findings Contractor shall determine whether the issue can be immediately and consistently reproduced.</p> <p>Contractor shall complete the analysis and triage of the reported issue within the period prescribed in the applicable SLR.</p> <p>Any request for material information by the Contractor for clarification shall pause the appropriate SLR clock until Contractor has received the requested information, at which time the appropriate SLR clock shall resume.</p>	Ongoing
SMT-8	Resolution Time	Contractor shall achieve the Resolution Time referenced in the applicable key performance measure.	Ongoing

Contractor shall provide Response Time and Resolution Time service levels to reported issues according to the standards set forth in **Table 10 – Software Maintenance and Technical Support Response and Resolution Requirements, by Priority Level**. Contractor shall assign the priority level upon the occurrence of a support event in accordance with the descriptions given below, provided that if DSHS disagrees with the level assigned by Contractor, Contractor shall re-assign the priority level of any support event as directed by DSHS, and such re-assignment and associated Response Time and Resolution Time requirements shall become effective and be measured from the time of DSHS’s direction to Contractor for such re-assignment. Contractor shall use industry best practices to perform all necessary root cause analysis, defect diagnosis, and correction to meet the Resolution Times given below.

Table 10 - Software Maintenance and Technical Support Response and Resolution Requirements, by Priority Level

Priority Level	Description	Maximum Response Time	solution Time
Priority 1 (P1) – Critical	Total outage or an outage of a critical component that renders the Contractor System unusable or unable to perform pending critical tasks Security issue that affects the production environment. An issue that significantly impairs the User’s normal business operations including but not limited to causing Users to be idle.	2 hrs.	12 hrs.
Priority 2 (P2) – High	Performance degradation or diminished processing, capacity, or functionality that affects multiple users within the production environment, affecting patient care.	4 hrs.	24 hrs.
Priority 3 (P3) – Medium	Performance issue related to non-critical issue that is time sensitive, or non-impacting issue requiring additional troubleshooting. System is failing to perform as intended resulting in inefficiencies in user operations; user must utilize a work-around; inaccuracies in reporting or analysis; or inaccuracies in documentation that does not alter patient care.	48 hrs.	Up to 60 Calendar Days
Priority 4 (P4) – Low	Root cause analysis following any issue. Low frequency issue of marginal importance. Minor problem that requires research, testing, or cooperative effort to resolve.	72 hrs.	By agreement

2.2.5.6 Technical Support Associated with User Accounts

The Contractor shall fulfill the requirements listed in **Table 11 – Technical Support Associated with User Accounts (TSU) Requirements**.

Table 11 - Technical Support Associated with User Accounts (TSU) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
TSU-1	User accounts	Create, edit and delete User accounts within one (1) business day of request.	Ongoing
TSU-2	Suspend user accounts	For deleting User accounts, provide an option for immediate suspension of User access in the event of termination or unauthorized access.	Ongoing
TSU-3	User settings	Manage User settings and access rights within one (1) business day of request.	Ongoing
TSU-4	User passwords	Manage User passwords within one (1) business day of request.	Ongoing
TSU-5	Password reset	Provide automated password reset options for Users.	Ongoing
TSU-6	Technical assistance log	The Contractor shall maintain a log of technical assistance provided to Users during each month. The log shall include follow-up and outcome of technical assistance provided. Contractor shall submit the monthly log to DSHS at tehdi@dshs.texas.gov .	Monthly after Operations Phase B start date
TSU-7	Comply with security controls and requirements	Maintain and follow a documented process to designate and manage User's access rights that meets DSHS security controls and requirements, as they may be updated from time to time. Refer to Attachment M, Exhibit K (Texas Health and Human Services Information Security and Privacy Requirements), Attachment M, Exhibit L (HHS Information Security Controls, v.1.0), and Attachment M, Exhibit M (Information Security Assessment Supplemental Guidance for External Entities).	Ongoing

2.2.5.7 Enhancements

Contractor System enhancement requirements are listed in **Table 12 – Contractor System Enhancement (ENH) Requirements.**

Table 12 - Contractor System Enhancement (ENH) Requirements

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
ENH-1	High level estimates	<p>Upon written request by DSHS, the Contractor shall prepare high level estimate (HLE) reports for proposed policy changes in preparation for or during legislative sessions, or changes to CDC functional standards listed at https://www.cdc.gov/ncbddd/hearingloss/ehdi-is-functional-standards.html.</p> <p>These HLE reports shall be due within the agreed time-period. DSHS understands that these HLE reports do not represent a binding commitment for the Contractor to provide additional services.</p> <p>HLE reports shall include impact analysis on Contractor System, assumptions, an estimate of the level of effort (hours) and timeline.</p>	As needed
ENH-2	Detailed estimate	<p>Upon written request by DSHS, the Contractor shall document, validate, and verify the detailed requirements and prepare a detailed estimate of the level of effort (hours) and timeline. The detailed estimate shall be due within the agreed time period.</p>	As needed
ENH-3	Implement enhancement	<p>Upon written request by DSHS, the Contractor shall implement the enhancement in the development environment. Contractor shall not promote code into any testing environment until it is ready for testing. Liquidated damages may be assessed for failure to complete the development and testing within the time period specified in the detailed estimate. See <u>Table 23 - Service Level Requirements and Liquidated Damages Assessments.</u> See also SAT-4 for testing requirement.</p>	As needed
ENH-4	Implementing enhancement	<p>Contractor is required to implement enhancements to the Contractor System that are required by State legislation and other changes in Applicable Law at no additional cost to DSHS. The enhancement must be approved by the designated DSHS change advisory board before implementing the enhancement to the production environment.</p>	As needed

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
ENH-5	Security controls	Contractor System shall adhere to these controls when modifying or enhancing the Contractor System. Refer to <u>Section 2.2.5.8, Security Requirements (SEC)</u> .	As needed

The process for all other non-Enhancement change orders, whether requested by DSHS or Contractor, shall meet the above requirements, except that pricing estimates shall be included in the HLE. KPM-4 shall not apply for non-Enhancement changes.

2.2.5.8 Security Requirements (SEC)

Contractor is required to comply with HHS Information Security and Privacy requirements in order to maintain a business relationship with HHS. Instructions on reporting compliance with this required security controls are available on the HHS website page “Doing Business with HHS,” <https://hhs.texas.gov/doing-business-hhs/contracting-hhs>. See Information Security section of the webpage, specifically the [Information Security Assessment Supplemental Guidance for External Entities](#) document.

Additional requirements are listed in **Table 13 – Security Deliverables**.

Attachment M, Exhibit K (*Texas Health and Human Services Information Security and Privacy Requirements*) describes the security controls that apply to the Contractor System, and other security requirements. These are required security controls mandated by the applicable State and federal regulations, and Contractor shall implement any changes to the security controls or requirements as needed throughout the Contract term due to changes in Applicable Laws or the HHS security standards cited below.

Contractor shall implement the HHS MODERATE (NIST SP 800-53R4 MODERATE equivalent) security baseline and the HIPAA overlay found in the IS-Controls and the following HHS standards and regulations:

1. Information Security Controls (IS-Controls)
2. Security and Privacy Inquiry (SPI)
3. Information Security Web & Mobile Standard (IS-Web & Mobile)

Attachment M, Exhibit L (*HHS Information Security Controls, v.1.0*) is a guide to assist the Contractor in interpretation of the security controls listed in **Attachment M, Exhibit L** that are specific to the Contractor System. As part of Transition, the Contractor shall coordinate with the HHS security team to understand, interpret, and align with the detailed security controls listed in Table 1 of **Attachment M, Exhibit L**. See **Table 2 - Transition (TRA) Deliverables**, Requirement ID TRA-9. Contractor shall ensure that all security controls are addressed in its Contractor System; refer to **Table 17 - Contractor System Technical (TEC) Requirements**, Requirement ID TEC-11. Contractor System shall

adhere to these controls when modifying or enhancing the Contractor System. See **Table 12 - Contractor System Enhancement (ENH) Requirements**, Requirement ID ENH-5.

Attachment M, Exhibit M (*Information Security Assessment Supplemental Guidance for External Entities*), outlines the security Deliverables that the Contractor shall complete as part of Transition. See **Table 2 - Transition (TRA) Deliverables**, Requirement ID TRA-9.

Table 13 - Security Deliverables

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
SEC-1	Security controls and requirements	Contractor shall adhere to the security controls and requirements as described in Attachment M, Exhibit K (<i>Texas Health and Human Services Information Security and Privacy Requirements</i>) unless there exists a documented agreement that establishes HHS as the provider for a specified control(s). Additionally, the Contractor is required to implement any additional controls added or modified in subsequent updates to applicable standards and Applicable Laws.	Ongoing
SEC-2	IS controls	Contractor shall adhere to the security controls and requirements as described in Attachment M, Exhibit L (<i>HHS Information Security Controls, v.1.0</i>). If more than one applicable standard and/or Applicable Law requires the same information security and privacy control, then the Contractor must implement the most restrictive requirements for the specified control.	Ongoing
SEC-3	Monitoring	Contractor shall fulfill HHS monitoring requirements for continuing compliance listed in Attachment M, Exhibit M (<i>Information Security Assessment Supplemental Guidance for External Entities</i>).	Ongoing

2.2.6 Phase III – Turnover Services

The Turnover phase and Contract closeout shall begin six (6) months prior to the end of the Contract term, which may include optional extension periods, or within three (3) months of DSHS’s written request for Turnover services. Contractor shall perform Turnover services concurrently with regular Operations services.

Contractor shall take all steps to ensure that both Turnover services and Operations services are performed without interruption or diminished performance, including, if necessary, adding additional staff, temporarily relocating staff, and other increases in resources to ensure Contractor’s complete and uninterrupted performance of all Contract obligations.

The Contract includes separate and distinct charges for Turnover services and Operations services, therefore, to the extent that DSHS has not received full performance of any Contractor obligations, in addition to any other rights and remedies available hereunder, DSHS may exercise its statutory right to withhold authorization for payments for invoices for any services not actually received in conformance with Contract requirements. See Tex. Gov’t Code § 2155.322 (requiring State agencies to inspect and certify receipt of goods or services for compliance with contract requirements).

Contractor shall perform the Turnover activities in a manner to successfully accomplish the following objectives:

1. Complete a smooth, seamless, and uninterrupted transition of responsibilities from the Contractor to its successor;
2. Complete knowledge and data transfer from the Contractor to its successor; and
3. Mitigate risk to DSHS and Providers.

2.2.6.1 Turnover Phase Requirements

Contractor shall provide the following Turnover services as part of the Services:

1. Complete all requested enhancements as agreed with the DSHS prior to Turnover;
2. Resolve all open support requests;
3. Coordinate activities with the DSHS and DSHS-designee;
4. Implement the DSHS approved Turnover plan; and
5. Work with DSHS to provide the current data dictionary and data to the successor.

2.2.6.2 Turnover Deliverables

Contractor shall provide the Turnover deliverables as part of the Services. As part of the Turnover phase, Contractor shall provide the Deliverables as listed in **Table 14 – Turnover (TUR) Deliverables**.

Table 14 - Turnover (TUR) Deliverables

Requirement ID	Name	Description	Deliverable and DED Due Date (number of days following Contract Effective Date)
TUR-1	Turnover plan	A comprehensive document that details the proposed schedule, activities, and resource requirements associated with the Turnover tasks identified.	Six (6) months prior to commencement of the Turnover phase. DED: Ten (10) business days prior to Turnover plan due date.
TUR-2	Turnover inventory	A complete inventory of all Contractor artifacts, tasks, data dictionary, and data, being turned over to DSHS according to the Turnover plan.	Thirty (30) days following commencement of the Turnover phase. DED: Ten (10) business days prior to Turnover plan due date.

TUR-3	Turnover results report	Document the completion and outcomes of each step of the Turnover plan.	<p>Within ten (10) business days in advance of Contract closeout. Turnover will not be considered complete and final payment shall not be made until the Turnover results report is received and approved by DSHS.</p> <p>DED: Ten (10) business days prior to Turnover results report due date</p>
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2.3 DETAILED REQUIREMENTS FOR CONTRACTOR SYSTEM

The Contractor System shall include, at a minimum, the following requirements over the term of the Contract.

For purposes of this **Section 2.3**, the term “Data” has the same meaning as “System Agency Data” given in **Attachment E** (*Health and Human Services (HHS) Uniform Terms and Conditions—Vendor, Version 3.0*).

2.3.1 Contractor System Functional Requirements

Table 15 - Contractor System Functional (FCT) Requirements

Requirement ID	Name	Description
FCT-1	CDC functional standard programmatic goals	<p>Functionality shall comply with all “shall” and “should” criteria of the CDC EHDI-IS Functional Standard Programmatic Goals as detailed at https://www.cdc.gov/ncbddd/hearingloss/ehdi-is-functional-standards.html</p>
FCT-2	Minimum data elements	<p>Ability to create and maintain searchable and exportable records for newborns. (DSHS Users will have the ability to override mandatory fields when creating records.) Each record shall include the “minimum” and “core” data elements as identified by <u>Appendix-A of the CDC EHDI-IS Functional Standards at https://www.cdc.gov/ncbddd/hearingloss/ehdi-is-functional-standards.html</u>.</p> <p>In addition to the data elements identified by the CDC each record should also include the following:</p> <ol style="list-style-type: none"> a. Newborn name and aliases. b. Discharge date of newborn. c. Contact information for healthcare providers serving the newborn, such as birthing facility; birth screen Provider; outpatient screen Provider; primary care Provider; Early Childhood Intervention (ECI) Program; and Audiologist. d. Pre-populate county and Public Health Region for both patient contacts and professional contacts based on zip code. e. Standardized address, ZIP code, and state data fields which meet geocoding requirements that enable Geographic Information System (GIS) mapping of data.

Requirement ID	Name	Description
		<p>f. Documentation of general notes and care coordination activities related to the patient. This includes ability for DSHS Users to search notes and care coordination activities by date of entry and/or by the newborn's date of birth, and ability to store case notes and activities in a centralized location within the record.</p> <p>g. Record audit trail notes (such as date and time of record creation, updates, or edits).</p> <p>h. Information related to professional interpretation and recommendations for needed intervention and/or treatment resulting from an audiology assessment.</p>
FCT-3	Quality assurance	<p>Ability to perform quality assurance activities on newborn records including, but not limited to:</p> <p>a. Merge duplicate records;</p> <p>b. Delete records;</p> <p>c. Print a list of newborns who have an outstanding evaluation or testing tasks remaining; and</p> <p>d. Track early intervention workflow for both patients who are suspected or have been diagnosed as deaf or hard of hearing.</p>
FCT-4	Professional contacts	<p>Ability to create, edit, search, and link professional contacts.</p> <p>a. Ability to securely export to multiple industry standard file formats professional contact information, including services provided, address, and phone.</p> <p>b. Ability to document education outreach/technical assistance efforts by professional contacts.</p>
FCT-5	Patient and User ID identifiers	Ability to create globally unique patient and User identifiers.
FCT-6	Role-based access to records	<p>Ability to designate which User roles shall have access to specified records.</p> <p>Ability to establish access rights for certain service providers to search other facilities based on a set of data elements (such as date of birth, birthing facility, and mother's name).</p>
FCT-7	Checkpoints	<p>Ability to inform or prompt designated Users when checkpoints in the continuum of care are not met. At a minimum to include the following:</p> <p>a. Undocumented parental written consent;</p> <p>b. Non-entry of Primary Care Provider information;</p> <p>c. Non-entry of Outpatient Hearing Screen Provider information; and</p> <p>d. Non-entry of Audiology Provider information.</p>
FCT-8	Letters	Ability to store and verify that letters were generated, printed, and provided to patient contacts.
FCT-9	Manual	Ability to manually enter patient screening and diagnostic results.

Requirement ID	Name	Description
FCT-10	Import	Ability to import screening results into the System from DSHS-approved Hearing Screen Equipment Devices (https://www.dshs.texas.gov/tehd/approved-screening-equipment.aspx). The minimum screening data elements to be captured shall include: <ul style="list-style-type: none"> a. Name of testing provider; b. Technique (OAE, AABR, etc.); c. Technology employed (name of equipment); d. Date and time; e. Screener and/or assessor name; f. Type of assessment (inpatient, outpatient, or risk monitoring); and g. Screen results.
FCT-11	Forms	Ability to create forms for providers to report without first locating the patient record. The Contractor System shall have the ability to match and integrate information from the form with the appropriate patient record. If the Contractor System is unable to locate the record, the information shall be maintained in a queue for manual reconciliation by a DSHS User. At a minimum, there shall be forms for the following: <ul style="list-style-type: none"> a. Outpatient screening results form; and b. Audiological diagnostic assessment results form.
FCT-12	Export	Ability to manually and securely export into multiple industry standard formats all data fields and information from the Contractor System.
FCT-13	Queries	Ability to select from all data fields and, hearing outcomes, and/or CDC defined outcomes to create and run queries.
FCT-14	Transfer	Ability for a birth facility to transfer birth screening responsibility and notify another facility. The receiving facility must have the ability to accept or reject the transfer. Ability for DSHS Users to monitor transfer activity to include: pending transfers and completed transfers. DSHS User should also be able to delete pending transfers as needed.
FCT-15	Online user manual	Contractor shall provide and maintain an online user manual which reflects all current Contractor System functionality, including enhancements.
FCT-16	Training website	Contractor shall provide a training website accessible via the Contractor System home page to all Users upon logging in. The training website shall be accessible concurrent with the Contractor System uptime (see Section 2.4.1, Table 23, KPM-1); mirror the current Contractor System functionality including enhancements; and include a set of training-data patient records and professional contacts. The training-data shall not contain any protected health information or personally identifiable information. DSHS

Requirement ID	Name	Description
		Users shall have the ability to update or add to the training-data records.

2.3.2 Contractor System Reporting Requirements

Table 16 – Contractor System Reporting (RPT) Requirements

Requirement ID	Name	Description
RPT-1	Reporting Period	Reports shall be capable of including data that spans at a minimum twelve (12) calendar months within a single query.
RPT-2	Start/End	Authorized Users shall be able to specify the start and end date(s) for every report.
RPT-3	Regions	Authorized Users shall be able to specify one or more Public Health Regions to be covered in the report. Public Health Regions are described on the DSHS website: https://www.dshs.texas.gov/regions/ .
RPT-4	GIS data	Contractor shall implement US Postal Service standardized address, ZIP code (+4 where available), and state data fields which meet geocoding requirements that enable GIS mapping of data.
RPT-5	Standard reports	<p>The following standard reports shall be available:</p> <ul style="list-style-type: none"> a. Statewide and or Public Health Region summary of newborn hearing screening program status based on defined certification metrics (https://www.dshs.texas.gov/tehdi/FacilityCertRequire.aspx). b. Numbers and percentages of infants at birth that needed to be screened broken down by the number that passed, did not pass, missed, and needing follow up. c. Monthly report which identifies potential duplicate records by matching key demographic fields, such as mother’s name, infant’s name, date of birth, etc. d. Progress toward meeting the Joint Committee on Infant Hearing national guidelines of screening by one month of age, diagnoses by three months, and intervention by six months (commonly known as “1-3-6”), as described at http://www.jcih.org/posstatemts.htm. Report should include, at a minimum: the number of infants meeting each of the 1-3-6 milestones; the number of infants that received the service outside of the 1-3-6 timeline; the number of infants that have not received the service. e. Based on a User-determined date range and Public Health Region (or statewide), data reports based on the CDC Hearing Screening Follow-up Survey Instrument and Survey Explanations (https://www.cdc.gov/ncbddd/hearingloss/ehdi-data2017.html).

2.3.3 Contractor System Technical Requirements

Table 17 - Contractor System Technical (TEC) Requirements

Requirement ID	Name	Description
TEC-1	U.S.	The Contractor shall agree that no Data will leave the United States.
TEC-2	HIE	The Contractor System shall be able to electronically transfer demographic data elements using current Health Information Exchange (HIE) standards from each of the birthing facilities' electronic medical records systems.
TEC-3	Scheduled downtime	Contractor shall provide forty-eight (48) hours advance notice, at a minimum, of scheduled downtime.
TEC-4	Unscheduled downtime	Contractor shall provide to DSHS at least thirty (30) minutes advance written notice of any known, unscheduled downtime.
TEC-5	Validation	The Contractor System shall employ data validation wherever possible.
TEC-6	Browsers	The Contractor System shall be able to interact with all major internet browsers and their various versions.
TEC-7	Section 508	The Contractor System and the User support website shall be compliant with Section 508 of the Rehabilitation Act of 1973. Refer to Attachment M, Exhibit I (<i>Department of Information Resources, Instructions to Vendors on US Section 508 VPAT Completion</i>).
TEC-8	Export	The Contractor System shall be able to securely export and import data, in piecemeal or in entirety, in multiple non-application specific industry standard formats for integration into other DSHS systems.
TEC-9	Data loss prevention	Contractor shall ensure Data is protected against accidental destruction or loss so that DSHS's recovery time objective of no longer than one hundred twenty (120) hours is met. Contractor shall back up Data on a regular basis in an encrypted and secure manner.
TEC-10	Data retrieval	For a period of up to sixty (60) days after the end of the applicable Turnover services period, Contractor shall make the Data existing in the Contractor System available for retrieval by DSHS.
TEC-11	Security controls	Contractor shall ensure that all security controls are addressed in its Contractor System. Refer to Section 2.2.5.8, Security Requirements (SEC) .

2.3.4 Contractor System Minimum Capacity

The following is historic usage information for the year 2018, provided for volume reference purposes.

User Count:

1. DSHS Users - 15
2. Registered birth screen Providers – 391 (*most are also outpatient screen Providers*)
3. Registered outpatient screen Providers – 776
4. Registered audiology Providers – 300

5. Registered early intervention Providers – 42
6. Primary Care Providers, Ear Nose and Throat Specialists, and other specialists are not included in these user numbers.

Infant Count:

1. Number of infants born according to vital event data – 387,401
2. Number of infants documented in existing TEHDI system – 376,644
3. Number of infants with documented screens – 371,789
4. Number of infants documented as not passing the hearing screen – 4,429
5. Number of infants that had documented diagnostic results – 1,891 (*the DSHS goal is to have 100% accountability for infants who did not pass the screen*)
6. Number of infants with documented confirmed diagnosis – 450
7. Number of infants with documented intervention – 141 (*the DSHS goal is to have 100% documentation of intervention for the infants with confirmed diagnosis*)

Projected birth rate:

Below are the projected Texas resident births and Texas resident crude birth rate for 2018-2025. These data were informed by 2019-2025 birth and 2018-2025 population projections created by the Texas Demographic Center, <https://demographics.texas.gov/>. The 2018 count of resident births is calculated from provisional Texas vital event birth data. As with all projections and provisional data, they are subject to change.

Table 18 - Projected Texas Resident Births and Texas Resident Crude Birth Rate

Year	Resident Births	Resident Crude Birth Rate
2018*	378,505	13.2
2019+	384,499	13.2
2020+	390,456	13.2
2021+	396,424	13.1
2022+	402,376	13.1
2023+	408,321	13.1
2024+	414,234	13.1
2025+	420,066	13.0

Notes:

* 2018 Texas births are provisional, Source: Texas Vital Event Birth Files.

+ 2019-2025 births are derived from birth projections created by the Texas Demographic Center.

The crude birth rate is calculated by dividing the resident births by the projected total population of Texas and multiplied by 1,000.

Created by the Maternal & Child Health Epidemiology Unit 12/17/2019 (CW)

2.3.4.1 Minimum System Capacity Requirements

Table 19 - Minimum System Capacity (MSC) Requirements

Requirement ID	Name	Description
MSC-1	Concurrent Users	The Contractor System shall be able to handle up to 999 concurrent Users who are distributed throughout the State of Texas.
MSC-2	Data volume	The Contractor System shall be able to handle Texas NHS data processing volume as indicated in the demographic data, without interruptions or processing delays.

2.3.5 Contractor System Availability

The Contractor shall calculate Contractor System Availability as Total Available Hours / Total Hours within a calendar month and display the Contractor System Availability percentage calculation to one decimal of precision (e.g. one-tenth of one percent, 98.5%).

For any outages resulting in longer than one (1) hour of unscheduled Downtime within a reporting period, Contractor shall provide DSHS a narrative description of the outage, root-cause, and associated correction.

Downtime calculation shall start exactly when the Downtime commences and shall be calculated in one-hour increments (e.g., Downtime of a fraction of an hour shall be calculated in whole hour increments). Downtime calculation includes both scheduled and unscheduled downtime.

In addition to all other rights and remedies available hereunder, DSHS shall be entitled to a credit for the cost of the Services, as described in the table below, for Contractor's failure to achieve the Contractor System Availability requirement.

Table 20 - Contractor System Availability Service Credit Calculation

Contractor System Availability	Service Credit Calculation
99.0% – 100.0%	Not applicable
95.0% - 98.9%	5% of the full monthly cost for the affected period
90.0% - 94.9%	10% of the full monthly cost for the affected period
< 89.9%	15% of the full monthly cost for the affected period

If Contractor fails to achieve Contractor System Availability of 99.0% for any six (6) months out of any rolling twelve (12) month period, such failure shall be deemed a material breach of the Contract.

2.3.5.1 Contractor System Availability Requirements

Table 21 - Contractor System Availability (CSA) Requirements

Requirement ID	Name	Description
CSA-1	24/365	The Contractor System shall be Available twenty-four (24) hours per day, three hundred sixty-five (365) days per year, with minimum 99.0% Available.

2.3.5.2 Contractor System Response Time Requirements

Table 22 - Contractor System Response Time (SRT) Requirements

Requirement ID	Name	Description
SRT-1	Transaction response time	The minimum required response time for each transaction (page-action) in the Contractor System must be within three (3) seconds or less. It is the responsibility of the Contractor to proactively ensure that this service level is maintained by identifying and implementing maintenance designed to improve this service level.
SRT-2	Transaction logs	The Contractor must keep transaction logs that record the time interval from the time an incoming transaction request is received and the time the transaction response is sent. These transaction logs must be used to report Contractor System transaction response time SLR compliance.
SRT-3	Measuring transaction response time	Contractor System transaction response times shall be measured twenty-four (24) hours per day, three hundred sixty-five (365) days per year, and reported. Contractor System transaction response time service level report data shall be daily averages of transactions for determining SLR compliance.
SRT-4	Transaction response time compliance	Contractor System transaction response time is said to be out of compliance when the monthly average Contractor System response time of transactions exceeds the Contractor System response time performance standard specified for that month. For purposes of this service level, seconds will be rounded up to the nearest tenth (0.10) of a second.
SRT-5	Transaction volume	The Contractor System shall process transactions, without loss of transactions, for the expected volume of transactions submitted via the user interface, and also for transactions submitted via system interconnections (e.g., HIE interconnections).
SRT-6	User interface transaction	Transaction submissions via the user interface shall support a minimum of two hundred (200) transactions per second.
SRT-7	Interconnection transaction	Transaction submissions via any Contractor System interconnection shall support a minimum of four hundred (400) transactions per second.
SRT-8	Inbound transactions	Inbound transaction processing shall not be adversely impacted by report processing.
SRT-9	LAST	The Contractor must perform load and stress test (LAST) on the Contractor System prior to release into the production environment.

Contractor shall not be responsible for reductions in Contractor System transaction response time that are beyond the reasonable control of the Contractor, including, without limitation, reductions in system transaction response time caused by third-party telecommunications networks that are not controlled by or on behalf of Contractor or Subcontractors.

2.4 KEY PERFORMANCE MEASURES, SERVICE LEVELS, LIQUIDATED DAMAGES, AND SANCTIONS

Upon any failure by the Contractor to comply with its obligations under this Contract, in addition to any other rights or remedies available hereunder, DSHS may require Contractor to formulate a corrective action plan Deliverable to resolve any process deficiencies or failures identified and minimize or eliminate the adverse impact of such situation.

The Contractor shall be responsible for meeting or exceeding the SLRs stated in this SOW. DSHS will monitor the Contractor’s performance of the Contract. All Services and Deliverables under the Contract shall be provided at or above a level acceptable to DSHS. Further, DSHS has identified a number of key performance measures in this SOW as contained in **Table 23 - Service Level Requirements and Liquidated Damages Assessments** and **Table 24 – Contractor Sanctions**. DSHS will monitor the Key Performance Measures to ensure the Contractor is achieving the agreed outcome for the Contract.

DSHS’s failure to assess liquidated damages in one or more of the particular instances described in **Table 23 - Service Level Requirements and Liquidated Damages Assessments** and **Table 24 – Contractor Sanctions** shall not waive DSHS’s right to assess liquidated or actual damages, institute any other remedy available under the Contract, nor act as acceptance of Contractor’s performance. DSHS also reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform.

DSHS shall have the right to deduct the amount of any liquidated damages assessed by DSHS against the Contractor from amounts otherwise payable to the Contractor under the Contract. Alternatively, Contractor shall reimburse DSHS for liquidated damages assessed by DSHS upon DSHS notice and request.

Table 23 - Service Level Requirements and Liquidated Damages Assessments and **Table 24 – Contractor Sanctions** state the required key performance measures and associated liquidated damages or sanctions that apply to the Contractor’s Services performed under the resulting Contract.

Partial days beyond the due date shall be rounded up to a whole day for the purposes of these SLRs.

2.4.1 Service Level Requirements and Liquidated Damages Assessments

Table 23 - Service Level Requirements and Liquidated Damages Assessments

Performance Area	Service Level Requirement	Frequency of Measurement	Liquidated Damages Assessment
KPM-1	The Contractor System shall be Available 99.0% of the time. See <u>Table 21 - Contractor System Availability (CSA) Requirements</u> . Requirement ID CSA-1.	Monthly	Service credit as described in <u>Table 20 - Contractor System Availability Service Credit Calculation</u> .

Performance Area	Service Level Requirement	Frequency of Measurement	Liquidated Damages Assessment	
KPM-2	Contractor System response time. See <u>Table 22 - Contractor System Response Time (SRT) Requirements.</u> Requirement ID SRT-1.	Monthly	\$200 per day or fraction of a day	
KPM-3	Volume of transactions. See <u>Table 22 - Contractor System Response Time (SRT) Requirements.</u> Requirement ID SRT-5.	Monthly	\$200 per day or fraction of a day	
KPM-4	Implement enhancements into production by the scheduled date. See <u>Table 12 - Contractor System Enhancement (ENH) Requirements.</u> Requirement ID ENH-3.	As needed	\$5,000.00 per calendar day for each day DSHS approved change solution is not in production. Effective after approved change request (CR) is delivered to the Contractor and after the agreed upon delivery date.	
KPM-5	Transition work plan TRA-1. See <u>Table 2 - Transition (TRA) Deliverables.</u> Requirement ID TRA-1.	As needed	\$100 per instance/per day for each work plan adjustment during transition period, after agency approves the work plan.	
KPM-6	Planned Operations Phase B start date. See <u>Table 2 - Transition (TRA) Deliverables.</u> Requirement ID TRA-1.	Per instance	\$1,000.00 per calendar date for every day beyond the due date.	
KPM-7	Software Maintenance and Technical Support. See <u>Table 9 - Software Maintenance and Technical Support (SMT) Requirements.</u> Requirement ID SMT-6 and <u>Table 10 - Software Maintenance and Technical Support Response and Resolution Requirements, by Priority Level.</u>	Monthly	P1 Response	\$250.00 per clock hour beyond SLR
			P2 Response	\$200.00 per clock hour beyond SLR
			P3 Response	\$500.00 per business day beyond SLR
			P4 Response	\$200.00 per business day beyond SLR
			P1 Resolution	\$250.00 per clock hour beyond SLR
			P2 Resolution	\$200.00 per clock hour beyond SLR
			P3 Resolution	\$500.00 per business day beyond SLR
			P4 Resolution	\$200.00 per business day beyond SLR

Performance Area	Service Level Requirement	Frequency of Measurement	Liquidated Damages Assessment
KPM-8	<p>DSHS’s recovery time objective of no longer than one hundred twenty (120) hours is met.</p> <p>See <u>Table 17 - Contractor System Technical (TEC) Requirements.</u> Requirement ID TEC-9.</p>	Per incident	\$250.00 per clock hour beyond SLR

2.4.2 Contractor Sanctions

Contractor is subject to the sanctions (SCT) listed in **Table 24 Contractor Sanctions** if it fails to meet the Requirements stated in **Section 2.2.5.1 Care Coordination** and **Table 5 – Baseline Outcome and Care Coordination Improvement Requirements.**

Table 24 - Contractor Sanctions

Performance Area	Requirement	Frequency of Measurement	Sanctions
SCT-1	<p>DSHS’s requirement to meet or exceed the annual care coordination requirement ID IMP-1.</p> <p>See <u>Table 5 – Baseline Outcome and Care Coordination Improvement Requirements.</u> See also requirement CCI-3.</p>	Annually from Operations Phase B start date	\$10,000.00 for failure to maintain or improve the 98.5% minimum requirement annually.
SCT-2	<p>DSHS’s requirement to meet or exceed the annual care coordination requirement ID IMP-2.</p> <p>See <u>Table 5 – Baseline Outcome and Care Coordination Improvement Requirements.</u> See also requirement CCI-3.</p>	Annually from Operations Phase B start date	\$10,000.00 for failure to improve (reduce) the 5% minimum requirement annually.

SCT-3	<p>DSHS's requirement to meet or exceed the annual care coordination requirement ID IMP-3.</p> <p>See <u>Table 5 – Baseline Outcome and Care Coordination Improvement Requirements</u>.</p> <p>See also requirement CCI-3.</p>	Annually from Operations Phase B start date	\$10,000.00 for failure to improve the 5% minimum requirement annually.
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2.4.3 Performance Evaluation Requirements

Table 25 - Performance Evaluation (PER) Deliverables

Requirement ID	Name	Description	Deliverable and DED Due Date (<i>number of days following Contract Effective Date</i>)
PER-1	SLR Performance Report	The Contractor shall measure and provide its SLR Performance Report Deliverable that includes performance measures for Contractor System Availability (KPM-1), Contractor System Response Time (KPM-2), Volume of Transactions (KPM-3), Implementation of Enhancements (KPM #4), transition work plan (KPM-5, during Transition phase only), Planned Operations Phase B start date (KPM-6, during Transition phase only), Software Maintenance and Technical Support (KPM-7), and Meeting recovery time objective (KPM-8, if applicable) Service Levels. Contractor's monthly SLR Performance Reports shall be sent via email to the designated DSHS contact.	By the tenth (10 th) calendar day of the following month, beginning one month after contract start date DED: thirty (30) business days
PER-2	SLR Methodology	The SLR Performance Report data and detailed supporting information shall include the methodology used by Contractor to calculate the Service Level performance based on the data measured and reported by the measurement tool.	Monthly
PER-3	SLR Deliverables	The SLR Performance Report shall also include deliverables due during the reporting period, deliverables delivered to DSHS contact and date delivered; deliverable acceptance status.	Monthly
PER-4	SLR Software Maintenance and Technical Support	Software Maintenance and Technical Support SLR reporting shall include the quantity of technical support requests received, quantity of technical support requests resolved, and associated Response Times and Resolution Times. Deviations from Maximum Response Times resulting in delays of	Monthly

Requirement ID	Name	Description	Deliverable and DED Due Date (<i>number of days following Contract Effective Date</i>)
		longer than ten (10) percent of the Maximum Response Time within a reporting period shall be accompanied by a text description of the technical support issue, Priority Level, and reason for the delay.	
PER-5	SLR Transaction	Transaction speed service level report data shall be daily averages of transaction volume for determining SLR compliance.	Monthly
PER-6	SLR Source Data	Contractor shall retain all Service Level source data, for a commercially reasonable period but not less than six (6) years. Upon request by DSHS and for no additional compensation, Contractor shall provide detailed supporting information for each Service Level.	As needed

2.5 PAYMENTS

Payment on any Contractor invoice will be authorized by DSHS in accordance with the terms and conditions of the Contract, including the Pricing Workbook, and Applicable Law. Contractor shall not submit any invoice with respect to any Deliverables or Services until DSHS provides written acceptance to Contractor.

2.5.1 Payment for Service Requirements

Payment to the Contractor will be based on the pricing listed in **Attachment H - Budget**.

The methods by which the Contractor will be paid for Services under the Contract include:

1. Transition (TRA) - There are no costs to DSHS for Transition Services.
2. Operations – Operations Services costs will be paid on a fixed fee basis as set forth in **Attachment H - Budget**.
3. Turnover Services - TUR costs will be paid on a fixed fee basis as set forth in **Attachment H - Budget**.

The Contractor must submit one or more monthly invoice(s) following the month in which the Contractor provides the applicable Contractor System and associated Services. Separate invoices for each specific component service area must be submitted by a Contractor to DSHS in the format specified by DSHS. Each invoice will be processed and paid separately. The Contractor will supply detailed information with the invoice(s) as directed by DSHS.

DSHS, at its sole discretion, may choose to process only a portion of a fixed service fee invoice, if only a portion of the invoice can be verified and validated by the information submitted. If DSHS decides to process an invoice in this manner, an adjustment will be made by DSHS and only that portion of the invoice can be verified and validated will be

paid. To be paid for the fees previously denied or not processed by DSHS, the Contractor must submit supplemental invoice(s) along with any and all necessary corrections

If Contractor incurs liquidated damages for failure to meet any KPM, DSHS may offset the invoiced charges by the amount of the liquidated damages.

2.6 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

The DSHS makes no guarantee of volume, usage, or total compensation to be paid to any selected Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds. DSHS reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

Table 26 – Change Request Form Example

Date:			
Project Name/Number:			
Customer:			
Purchase Order Number:			
Change Request Number:			
Change Requested by:			
Description of Change/Issue:			
Reason for Change/Need for Resolution (Include Benefits):			
Importance:	Essential	Highly Desirable	Low Priority
Action Required to Implement Change:			
Affected Deliverables (Products, Services, &/or Milestones), Projects, or Tasks:			

Expected Costs and Timescale:				
Effect on Schedule:	Extension	Increase/Reduce	No Effect	
Decision:				
Accepted / Rejected	Vendor Representative:		Date:	
Accepted / Rejected	Agency Representative:		Date:	

(Reminder of this page left intentionally blank.)



TEXAS

Health and Human Services

Attachment D - Contract Affirmations
HHS Contract No. HHS000705400001

DSHS AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation).

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 and DSHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC and DSHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. 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.

6. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
7. Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from DSHS. Any attempted assignment in violation of this provision is void and without effect.
8. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from DSHS's or HHSC's terms and conditions are rejected unless expressly accepted by DSHS in writing in a fully executed contract.
9. Respondent agrees that HHSC and DSHS have the right to use, produce, and distribute copies of and to disclose to HHSC and DSHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC or DSHS deems necessary to complete the procurement process or comply with state or federal laws.
10. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC or DSHS.
11. Respondent acknowledges all addenda and amendments to the Solicitation.
12. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 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
14. 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.
15. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response 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. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent 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.
17. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:
Name: Terese Finitzo SSN: *Redacted*
- FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of requested 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.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. 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 Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
19. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response 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.
23. 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.
24. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. 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).

26. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. Respondent agrees that upon request of HHSC or DSHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
28. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC and DSHS that the technology provided to HHSC and/or DSHS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

29. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
30. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
31. Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

32. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
33. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC or DSHS 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 will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
34. Respondent understands that HHSC and DSHS do not tolerate any type of fraud. The agencies' policies 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 and DSHS policies regarding fraud including, but not limited to, HHS Circular C-027.
35. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
36. 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 in 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 HHSC's or DSHS's 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 HHSC’s or DSHS’s consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify DSHS 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 DSHS shall constitute breach of contract and may result in immediate contract termination.

37. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security’s E-Verify system during the term of the contract to determine the eligibility of:

- (a) all persons employed by Respondent to perform duties within Texas; and
- (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

38. If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent’s employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

39. If this Solicitation is for consulting services,

(A). In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, HHSC, DSHS, or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)): Sarah Shaw, MPH

(2) Status (circle one): Respondent **Employee** - prior

(3) The nature of the previous employment with HHSC, DSHS, or the other State of Texas agency:

(4) The date the employment was terminated and the reason for the termination:

(5) The annual rate of compensation for the employment at the time of its termination: _____

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must

identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

(B). If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by HHSC, DSHS, or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

- 40. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

OZ does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation

- 41. Respondent understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (iii) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX, Section 6.25.

- 42. Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, DSHS cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with DSHS under the terms of Chapter 2272 of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

We agree and will not contract with an abortion provider or affiliate

- 43. Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request or through posting on the

System Agency’s website, the LBB’s website, or as otherwise required by law.
Respondent certifies that it:

- asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a “Public Information Act Copy” as required under the solicitation; or
 - asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a “Public Information Act Copy.”
44. 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.
 45. 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.
 46. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
 47. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

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

Terese Finitzo

Legal Name of Respondent

Optimization Zorn (dba OZ Systems)

Assumed Business Name of Respondent, if applicable (d/b/a or 'doing business as')

Tarrant

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State for each Texas County Where Assumed Name Certificate(s) Has Been Filed

T Finitzo

May 22,2020

Signature of Authorized Representative

Date Signed

Terese Finitzo

CEO and Co-founder

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

2201 E Lamar Blvd Suite 280

Arlington, Texas 76006

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

214-616-4321

817-385-3939

Phone Number

Fax Number

tfinitzo@oz-systems.com

06-201-0512

Email Address

DUNS Number

75-2665952

30118918322

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

xt511656

0141225500

Texas Franchise Tax Number

Texas Secretary of State Filing Number



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Vendor

Version 3.0

Published and Effective - November 7, 2019

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 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, which documents changes to the Contract other than those permitted by Work Orders.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Contractor” means the Party selected to provide the goods or Services to the State under this Contract.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

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

“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.

“Goods” means supplies, materials, or equipment.

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

“Health and Human Services” or “HHS” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

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

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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

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

“Project” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“Scope of Work” means the description of Services and Deliverables specified in the Contract and as may be amended.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

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

“Solicitation” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

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

“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 the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontract” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“Subcontractor” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“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, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- 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, 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, 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 PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Travel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "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. Contractor 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. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective

Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.

- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency’s internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency’s advance written approval prior to incorporating any Third Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor’s compliance with this **Section 5.3**, including without limitation documentation indicating a third party’s written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor’s compliance with Contractor’s obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor’s failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor’s activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall 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.

- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall 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 shall 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 shall 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.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' 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 Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.

- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, 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 the System Agency's notice of termination.

9.3 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:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor 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 Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) will also constitute a material breach of the Contract.

ii. 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 Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES**

RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

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

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall 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. Contractor shall 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, Contractor shall 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, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall 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. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall 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 Contractor to provide the goods or Services required by this Contract. Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee

benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas

Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor 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.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall 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.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This 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.

11.21 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.

11.22 CIVIL RIGHTS

- A. Contractor shall comply with all applicable state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Contractor shall comply with all amendments to these 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 service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor shall 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. 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. Contractor shall take reasonable steps to provide services

and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor shall 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-support-services/civil-rights/publications>

- D. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring contractor to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the contractor can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- E. Contractor shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Contractor shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- F. Upon request, Contractor shall provide the HHSC Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice 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
Fax: (512) 438-5885.

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any

development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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TEXAS

Health and Human Services

**Attachment F – Additional Provisions
HHS Contract No. HHS000705400001**

**Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019**

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC VENDOR ACCESS

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2. DSHS APPROVAL OF STAFFING

- A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to DSHS for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.
- B. Any person employed by the Contractor shall, at the written request of DSHS, and within DSHS's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

3. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Contractor shall immediately report in writing to its assigned DSHS contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
 - i. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 - ii. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

4. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned DSHS contract manager of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

5. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Contractor may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

6. UNIFORM ICT ACCESSIBILITY CLAUSE

A. Applicability

This Section applies to the procurement or development of Information and Communication Technology (ICT) for HHSC, or any changes to HHSC's ICT. This Section also applies if the Contract requires Contractor to perform a service or supply a goods that include ICT that: (i) HHSC employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This Section does not apply to incidental uses of ICT in the performance of a contract, unless the parties agree that the ICT will become property of the state or will be used by HHSC's Client/Recipient after completion of the Contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

B. Definitions

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHSC Uniform Terms and Conditions, policies, accessibility checklists, style guides, contract specifications, and other contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Contract, the following definitions are applicable to this Section only.

“**Accessibility Standards**” refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).

“**Information and Communication Technology (ICT)**” is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.

“**Information and Communication Technology Accessibility Standards**” refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.

“**Web Accessibility Standards/Specifications**” refers to the web standards contained in WCAG 2.0 Level AA.

“**Products**” means information resources technologies that are, or are related to, ICT.

“**Service**” means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

C. Accessibility Requirements

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHSC must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

D. Evaluation, Testing and Monitoring

HHSC may review, test, evaluate and monitor Contractor’s Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or

monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

Contractor agrees to cooperate fully and provide HHSC and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

E. Representations and Warranties

Contractor represents and warrants that: (i) as of the effective date of the contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency's client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless HHSC and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to HHSC, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.

Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHSC relies in awarding this contract.

Contractor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

Pursuant to Texas Government Code Sec. 2054.465, neither Contractor nor any other person has cause of action against HHSC for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which HHSC may be entitled. This remedy is cumulative of any and all other remedies to which HHSC may be entitled under this contract and other applicable law.

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TEXAS

Health and Human Services

Attachment I – Federal Assurances
HHS Contract No. HHS000705400001

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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


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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE CEO and Co-founder
APPLICANT ORGANIZATION Optimization Zorn (dba OZ Systems)	DATE SUBMITTED May 22, 2020

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TEXAS

Health and Human Services

Attachment J - Certification Regarding Lobbying
HHS Contract No. HHS000705400001

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION Optimization Zorn (dba OZ Systems)	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text" value="Dr."/>	* First Name: <input type="text" value="Terese"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Finitzo"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="CEO and Co-founder"/>	
* SIGNATURE: <input type="text" value="T Finitzo"/>	* DATE: <input type="text" value="May 22, 2020"/>