

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001434000004**

The Health and Human Services Commission (“HHSC” or “System Agency”), an administrative agency within the executive branch of the state of Texas, and Services by Vital Signs, Inc. (Contractor), having its principal office at 14400 Northbrook Dr. Suite 200, San Antonio, Texas 78232, each a “Party” and collectively the “Parties”, enter into the following agreement (Contract) for communication access services for persons who are deaf or hard of hearing. These services are administered by HHSC’s Office of Deaf and Hard of Hearing Services (DHHS) under the Communication Services for State Agencies (CSSA) program.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to the HHSC Open Enrollment No. HHS0014340, and by and in accordance with *Texas Government Code* Chapter 531.

II. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and expires on August 31, 2025, unless sooner terminated or renewed or extended pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract up to three additional years for a maximum term of four years and 7 months.

Notwithstanding the limitation in the preceding paragraph and with at least 90 calendar days’ advance written notice to Contractor, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 12 months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Contract.

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 A.

The Open Enrollment, including all addenda, is incorporated into and made a part of this Contract for all purposes and included as Attachment E.

IV. BUDGET

HHSC makes no guarantee of volume, usage, or total compensation to be paid under the Contract. The Contract is subject to appropriations and the continuing availability of funds.

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

Krystina Flanigan, CTCM
PO Box 12904
Austin, Texas 78711
krystina.flanigan@hhs.texas.gov

Contractor Contract Representative

Glenn E. Shell
PO Box 701826
San Antonio, Texas 78270
glenns@servicesbyvitalsigns.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
4601 W. Guadalupe, Mail Code 1100
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

The following documents are incorporated by reference and made a part of this Contract for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Contractor's documents and the Data Use Agreement takes precedence over all other contract documents.

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – CONTRACT AFFIRMATIONS (VERSION 2.3)**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS (VERSION 3.4)**
- ATTACHMENT D – DATA USE AGREEMENT (VERSION 8.5)**
- ATTACHMENT E – OPEN ENROLLMENT NO. HHS0014340,
INCLUDING ALL ADDENDA**
- ATTACHMENT F – CONTRACTOR'S APPLICATION**

VIII. 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. HHS001434000004

**HEALTH AND HUMAN SERVICES
COMMISSION**

SERVICES BY VITAL SIGNS, INC.

DocuSigned by:
Keisha Rowe
22D0C064341A42B...

DocuSigned by:
Glenn E. Shell
B0EA36E52BBB4EB...

Keisha Rowe
Associate Commissioner for
Health and Independence

Glenn E. Shell
COO

Date of execution: January 25, 2024

Date of execution: January 25, 2024

Attachment A

STATEMENT OF WORK

Contractor shall provide interpreter and communication access realtime translation (CART) services in compliance with the Office of Deaf and Hard of Hearing Services' (DHHS') maximum rates and guidelines as shown on the HHSC website at: <https://hhs.texas.gov/doing-business-hhs/cssa-maximum-rates>.

HHSC makes no guarantee of volume, usage, or total compensation to be paid under the Contract. The Contract is subject to appropriations and the continuing availability of funds.

I. Contractor Responsibilities

Contractor agrees to:

- A. Provide communication access services to state agencies receiving services from DHHS as listed in Attachment A and as requested by DHHS; and
- B. Wait a full half-hour before noting a no-show and leaving the assignment location;
- C. Request funds by month by requesting state agency in advance of proposed service and receive approval of funds by DHHS before services are provided. Funds shall be requested using the online DHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor). Funds requested in less than 30 days in advance of proposed service are not guaranteed to be approved prior to service need. If services are provided prior to receipt of approval of funds by DHHS, DHHS does not guarantee that payment will be made for services.

II. State Agencies Receiving Services from DHHS

Contractor will provide services to the following state agencies, when requested by the state agency, and shall comply with the following requirements for each state agency served. For any state agency not identified below, Contractor will comply with requirements as directed by DHHS. DHHS may specify or clarify requirements for any state agency by providing written correspondence to Contractor that shall be considered an official notification and become part of this Contract.

A. Communication Services for the Texas Workforce Commission (TWC)

1. Contractor shall provide communication access services to facilitate communication between TWC clients and TWC staff.
2. Contractor shall provide certified interpreters and CART providers for all assignments.

B. Communication Services for HHSC Substance Use Service Providers (HHSC-SA)

1. Contractor shall provide communication access services to HHSC-Substance Use Service Providers.

Note: Peer support group meetings (i.e., Alcoholics Anonymous and Narcotics Anonymous) shall not be reimbursed under this Contract.

2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor shall not provide services without an HHSC-SA contract manager approved communication access service request form. Contractor shall not provide services for any changes made to the request unless the changes have been approved by the HHSC-SA contract manager. Contractor shall submit the request form, including any approved changes, for services billed along with the monthly invoice. Contractor will not be reimbursed for services if an HHSC-SA approved request form and HHSC-SA log sheet is not provided and if services provided were not approved by the HHSC-SA contract manager.

C. Communication Services for HHSC Special Supplemental Nutrition Program for Women, Infant, and Children (HHSC-WIC)

1. Contractor shall provide communication access services for eligible applicants of HHSC-WIC program.
2. Contractor shall provide certified interpreters and CART providers for all assignments.

3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Name of clinic served including local agency and site numbers;
 - Parent/Guardian name, date of birth and personal account number;
 - Participant name, date of birth and personal account number; and
 - HHSC-WIC approved request form.

D. Communication Services for the Texas Office of the Attorney General (OAG)

1. Contractor shall provide communication access services to employees and consumers of OAG.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor shall notify the OAG contact that has requested services of any cancellation by Contractor no later than 24 hours prior to the scheduled services.
4. Contractor shall ensure that any individual providing services under this Contract, shall: (1) not be left alone with any OAG employees or representatives or any other person associated with the event at which the individual is providing services under this Contract; and (2) ensure that an adult who has gone through and is current with the full OAG background check process is physically present in the immediate area at all times such individual is providing services to or otherwise has contact or access to any OAG employees or representatives or any other person associated with the event at which the individual is providing services under this Contract.
5. Contractor shall prevent or promptly remove any individual providing services under this Contract from: (1) direct contact with any OAG employee or representative or any other person associated with the event at which the individual is providing services under this Contract; and (2) from access to records related to such event, if such individual providing services under this Contract is alleged to have committed acts of abuse, neglect or exploitation of children, the elderly or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health,

safety or morals; against property or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or similar offenses under the laws of the federal government, other states, or other jurisdictions; or any act or offense that can reasonably be associated with potential risk of harm or loss, based on the job duties or contractual role(s) of the person in question at any time during the contract period, to the OAG and/or its employees or representatives or any other person associated with the event at which the individual is providing services under this Contract.

6. Contractor's certified interpreters shall, for assignments that may involve tax information, participate in all training administered by the OAG and execute all statements and certifications provided to them by the OAG that are related to compliance with the United States Internal Revenue Service Requirements for Safeguarding of Federal Tax Information, Including Federal Tax Returns and Return Information in accordance with IRS Publication 1075 (Rev. 12-2007). All such training and completion of statements and certifications shall be included as part of the assignment request and billable in compliance with the ODHHS Communication Access Maximum Rates and Guidelines hourly fee.

E. Communication Services for HHSC

1. Contractor shall provide communication access services to employees and consumers of HHSC.
2. Contractor shall provide certified interpreters for all assignments unless certification is waived in writing by an HHSC staff person. Contractor shall have on file for all non-certified interpreters providing services a signed DHHS approved confidentiality and professional conduct statement for each non-certified interpreter. Non-certified interpreters shall adhere to the requirements within the confidentiality and professional conduct statement.
3. Contractor shall provide an HHSC approved communication access service request form for services billed, an HHSC approved log form and a monthly invoice. If an HHSC approved form and log form is not provided, contractor will not be reimbursed for services. HHSC services requests may be initiated via telephone, fax or email.
4. Services may be requested by HHSC or by an HHSC authorized designee.

5. Contractor shall respond to HHSC requestor via telephone, fax or email at least 72 hours prior to the requested start time of the assignment to confirm that service has been scheduled.
6. HHSC assignments less than 100 miles one way are approved by HHSC for appropriate out-of-area travel costs. Contractor shall request prior approval from an HHSC contract manager for assignments 100 miles or more one way.
7. HHSC assignments are required to be validated by an HHSC staff person at the time services are provided. Contractor shall have an HHSC staff person validate services using the Contractor's validation form or validate services via the HHSC request form. The validation document shall include assignment location, consumer name, interpreter name, assignment date, assignment actual start time and end time, HHSC staff person's signature and printed name, and indicate if the consumer was a "no-show."

F. Communication Services for Department of Family and Protective Services (DFPS)

1. Contractor shall provide communication access services to employees and consumers of DFPS.
2. Contractor shall provide certified interpreters for all assignments unless certification is waived in writing by a DFPS staff person. Contractor shall have on file for all non-certified interpreters providing services a signed DHHS approved confidentiality and professional conduct statement for each non-certified interpreter. Non-certified interpreters shall adhere to the requirements within the confidentiality and professional conduct statement.
3. Services may be requested by DFPS or by a DFPS authorized designee.
4. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Job Number (job number provided by interpreting agency)
 - Request Received Date (date request was made)
 - Assignment Date and time (date and time of service)

- Employee ID (DFPS Employee ID)
 - Service Type (American Sign Language or CART request)
 - Quantity (length of request)
 - Unit (number of interpreter(s))
 - Rate (per hour)
 - Total (amount total)
5. Contractor shall ensure that any individual providing services under this agreement, shall: (1) not be left alone with any DFPS clients; and (2) ensure that an adult who has gone through and is current with the full DFPS background check process (such as the child's DFPS caseworker, Court Appointed Special Advocate representative, foster parent or other such pre-screened person) be physically present in the immediate area at all times such individual is providing services to or otherwise has contact or access to the DFPS client.
6. Contractor shall prevent or promptly remove any employee, subcontractor, volunteer, or other individual from direct DFPS client contact and/or from access to DFPS client records who is alleged to have committed acts of abuse, neglect or exploitation of children, the elderly or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety or morals; against property or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or similar offenses under the laws of the federal government, other states, or other jurisdictions; or any act or offense that can reasonably be associated with potential risk of harm or loss to the DFPS and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.
7. Contractor shall ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations.
8. Contractor shall for each employee, volunteer, or subcontractor, allow DFPS the right: (1) to remove or restrict any such person from providing any services under this Contract; and (2) to request the provision of services from any such person. This right will be exercised in a reasonable manner by DFPS.

G. Communication Services for the Texas Parks and Wildlife Department

1. Contractor shall provide communication access services to employees and consumers of the Texas Parks and Wildlife Department.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of requestor and contact information, email or phone number;
 - Number of interpreters needed to complete each assignment;
 - Name and address of location serviced;
 - Name of interpreter or CART provider who performed the service; and
 - Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled.

H. Communication Services for State Office of Administrative Hearings

1. Contractor shall provide communication access services to employees and consumers of the State Office of Administrative Hearings.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of requestor and contact information, email or phone number;

- Number of interpreters needed to complete each assignment;
- Name and address of location serviced;
- Name of interpreter or CART provider who performed the service; and
- Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled.

I. Communication Services for the Railroad Commission of Texas

1. Contractor shall provide communication access services to employees and consumers of the Railroad Commission.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of Requestor and contact information, email or phone number;
 - Number of interpreters needed to complete each assignment;
 - Name and address of location serviced;
 - Name of interpreter or CART provider who performed the service; and
 - Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled .

J. Communication Services for the Office of the Governor

1. Contractor shall provide communication access services to employees and consumers of the Office of the Governor.
2. Contractor shall provide certified interpreters and CART providers for all assignments.

3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of Requestor and contact information, email or phone number;
 - Number of interpreters needed to complete each assignment;
 - Name and address of location serviced;
 - Name of interpreter or CART provider who performed the service; and
 - Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled.

K. Communication Services for the Texas Education Agency

1. Contractor shall provide communication access services to employees and consumers of the Texas Education Agency.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of Requestor and contact information, email or phone number;
 - Number of interpreters needed to complete each assignment;
 - Name and address of location serviced;
 - Name of interpreter or CART provider who performed the service; and
 - Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled.

L. Communication Services for the Texas Water Development Board

1. Contractor shall provide communication access services to employees and consumers of the Texas Water Development Board.
2. Contractor shall provide certified interpreters and CART providers for all assignments.
3. Contractor will not be reimbursed for services if the following is not provided with the monthly invoice for services provided:
 - Date of request;
 - Date and time of service;
 - Type of assignment;
 - Name of Requestor and contact information, email or phone number;
 - Number of interpreters needed to complete each assignment;
 - Name and address of location serviced;
 - Name of interpreter or CART provider who performed the service; and
 - Documentation of all appointments for interpreter services that are no show, cancellations with less than 48 hours' notice, or appointments that are otherwise not fulfilled.

III. Payment for Services

A. Payment for Services

HHSC hereby agrees to:

1. Pay Contractor for communication access services at an hourly rate that shall conform to and shall not exceed the established DHHS Communication Access Maximum Rates and Guidelines that are currently available online and accessible at: <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssa-maximum-rates>;
2. Provide approval or denial through the DHHS online Contractor system to Contractor of funds requested within ten business days of funds request;

3. Inform Contractor within ten business days of new agencies receiving services from DHHS and any changes to requirements for the agencies receiving services from DHHS; and
4. Contact the Contractor via email and provide written notice of upcoming changes to be published on the website at least 35 calendar days in advance of the effective date of any change to the DHHS Communication Access Maximum Rates and Guidelines.

B. Invoicing

Contractor hereby agrees to:

1. Submit to HHSC detailed and accurate invoices that include the information listed below in addition to any information required to be included in the invoice for the state agency for which services are being provided. Each invoice must be submitted by mail or email, in the format prescribed by HHSC, not later than the 10th day of the month following the month in which services were completed.
2. In addition to the information required to be included in invoices for specific state agencies, each invoice submitted to HHSC must include, at a minimum:
 - i. Contractor's name;
 - ii. Remit to address;
 - iii. Federal ID or Texas identification number;
 - iv. Contractor's telephone number;
 - v. Invoice number;
 - vi. Contract number;
 - vii. Interpreter name and certificate level(s) for each individual assignment;
 - viii. Name of requesting state agency;
 - ix. Location(s) per assignment;
 - x. Extensions of charges (including hourly rate);
 - xi. Invoice total;
 - xii. Date(s) and time(s) of assignment per interpreter (in 15 minute increments).

Contractor shall submit any required request form, additional invoice requirements and log sheet at the same time as the invoice to be used as supporting documentation.

The address for submitting invoices, required forms, and log sheets is:

Health and Human Services Commission
Attention: DHHS CSSA Program
PO Box 12904
Austin, Texas 78711

or by email to: krystina.flanigan@hhs.texas.gov

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