Statement of Work (SOW)
for

Information Technology (IT) Customer Service Help Desk and Desk-side Support Services (DIR Contract Category - Managed Services - Computer)

SOW No. HHS0007364

Date of Release: May 20, 2020
Responses Due: June 5, 2020

Table of Contents

Article I. Executive summary, definitions and Acroynms, and authority 5
1.1 Executive Summary 5
1.2 Definitions and Acronyms 5
1.3 Authority 6
Article II. SPECIFICATIONS 7
2.1 Description of Services 7
2.1.1 IT Customer Service Help Desk (ITCSHD) Personnel 8
2.1.2 Desk-Side Support (DSS) Personnel 8
2.1.3 Key Personnel 9
2.1.4 Process for Onboarding Key Personnel 12
2.1.5 Process for Departing Key Personnel 13
2.1.6 Flexibility 13
2.1.7 Principal Period of Performance 13
2.1.8 TRANSITION PLAN 13
2.1.9 Service Level Requirements, Associated Remedies and Reports 14
2.1.10 Invoicing Requirements 16
2.2 Contract Award, Term and Amount 17
2.2.1 Contract Award and Execution 17
2.2.2 Contract Term 17
2.3 Data Use Agreement 17
2.4 No Guarantee of Volume, Usage or Compensation 17
Article III. Administrative Information 18
3.1 Anticipated Schedule of Events 18
3.2 Changes, Amendment or Modification to Solicitation 18
3.3 Irregularities 18
3.4 Informalities 18
3.5 Inquiries 19
3.5.1 Point of Contact 19
3.5.2 Prohibited Communication 19
3.5.3 Exception 19
3.5.4 Questions 19
3.5.5 Clarification 20
3.5.6 Responses 20

3.6 Solicitation Response Composition 20
3.6.1 Submission in Separate Parts 20
3.6.2 Page Limit and Supporting Documentation 21
3.6.3 Discrepancies 21
3.6.4 Exceptions 21
3.6.5 Assumptions 22
3.7 Solicitation Response Submission and Delivery 22
3.7.1 Deadline 22
3.7.2 Labeling 22
3.7.3 Delivery 22
3.7.4 Alterations, Modifications, and Withdrawals 23
Article IV. Solicitation response evaluation and award Process 23
4.1 Evaluation Criteria 23
4.1.1 Conformance with State Law 23
4.1.2 Minimum Qualifications 23
4.1.3 Key Vendor Staffing Profile 23
4.1.4 Specific Criteria 23
4.2 Other Information 24
4.3 Initial Compliance Screening 24
4.4 Competitive Range and Best and Final Offer 24
4.5 Oral Presentations and Site Visits 24
4.6 Questions or Requests for Clarification By HHSC 24
Article V. Narrative Proposal 25
5.1 Narrative Proposal 25
5.1.1 Executive Summary 25
5.1.2 Work Plan 25
5.1.3 Service Level Requirements - ITCSHD 25
5.1.4 Service Level Requirements - DSS 25
5.1.5 Statewide Coverage 26
5.1.6 Value-Added Benefits 26
5.1.7 Liquidated Damages 26
Article VI. Required Respondent Information 26
6.1 Company Information 26
6.1.1 Company Narrative 26

6.1.2 Company Profile 26
6.2 Business References 27
6.3 Major Subcontractor Information 27
6.4 Litigation and Contract History 28
6.5 Conflicts 28
6.6 Affirmations and Certifications 28
6.7 Other Reports 29
6.7.1 Dun and Bradstreet Report 29
6.7.2 Financial Capacity and Annual Report Information 29
6.8 Corporate Guarantee 29
6.9 Hub Subcontracting Plan 29
Article VII Cost proposal 30
7.1 Cost Proposal 30
7.1.1 Pricing Schedule 30
7.1.2 Cost Reduction Proposal 30
Article VIII. General Terms and Conditions 30
8.1 General Conditions 30
8.1.1 Amendment 30
8.1.2 Offer Period 30
8.1.3 Costs Incurred 31
8.1.4 Contract Responsibility 31
8.1.5 Public Information Act 31
8.1.6 Respondent Waiver – Intellectual Property 33
8.2 Insurance 33
8.2.1 Required Coverage 33
8.2.2 Alternative Insurability 33
8.3 Protest 34
Article IX. Submission checklist 34
ARTICLE X. LIST OF EXHIBITS 36

ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS AND ACROYNMS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC) issues this Statement of Work (SOW or Solicitation) to solicit pricing from qualified Respondents for IT Customer Service Help Desk (ITCSHD) and Desk-side Support Services (DSS) as described in this Solicitation.

This Solicitation is issued to vendors that have an existing Department of Information Resources contract in the Managed Services – Computer, service category identified on the cover page of this Solicitation.

To be considered for award, Respondents must execute **Exhibit A**, **Affirmations and Solicitation Acceptance and Exhibit B, Federal Assurances and Certifications**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding HHSC and its programs is available online and can currently be accessed at https://hhs.texas.gov/.

1.2 DEFINITIONS AND ACRONYMS

Definitions for terms and acronyms used in this Solicitation may be found in (1) this section, and (2) **Exhibit C**, **Uniform Terms and Conditions.** Unless the context within this Solicitation clearly indicates otherwise, the definition given to a term below applies whenever the term appears in this Solicitation and in any Response submitted in response to this Solicitation. All other terms have their ordinary and common meaning.

"Addendum" means a written clarification or revision to this Solicitation issued by HHSC.

"Contract" means the contract resulting from this Solicitation.

"Contract Term" is the period beginning with the commencement date or Effective Date of a Contract and ending when the Contract expires in accordance with its terms, or when it has been terminated.

"Contractor" an entity awarded a Contract pursuant to this Solicitation to provide goods and services.

"DFPS" means Department of Family and Protective Services

"DIR" means Department of Information Resources

"DSHS" means Department of State Health Services

"DSS" means Desk-side Support Services

"EWMS" means Eligibility Workload Management System

"HHS" means Health and Human Services

"HHS Agency" Individually, HHSC, DSHS and DFPS may be referred to as an HHS Agency; collectively, the three agencies are referred to herein as the HHS Agencies.

"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 Contract and shall be monitored for compliance by the state agency during the Contract Term.

"IEE" means Integrated Eligibility & Enrollment

"ITCSHD" means IT Customer Service Help Desk

"ITSM means IT Service Management

"ITSM Remedy" means IT Service Management-Ticketing System

"MAXe IE" means Maximus (electronic) Integrated Eligibility

"OWP" means Out Stationed Worker Program

"Remedy-means ITSM Ticketing System

"Respondent" means the entity responding to this Solicitation.

"Solicitation" means this Statement of Work including any Exhibits and Addenda, if any.

"Solicitation Response" is an offer submitted by a Respondent in response to this Solicitation.

"TIERS" means Texas Integrated Eligibility Redesign System

"Health and Human Services Commission" or "HHSC" means the state agency established under Chapter 531, Texas Government Code or its designee. For purposes of the Solicitation, HHSC provides administrative support to the HHS Agencies.

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

1.3 AUTHORITY

HHSC is soliciting the services listed herein under Chapter 2157 of the Texas Government Code. State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a Contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

ARTICLE II. SPECIFICATIONS

2.1 DESCRIPTION OF SERVICES

2.1.0 Overview

From time to time, HHSC requires Services to supplement the provisioning of IT Customer Service Help Desk (ITCSHD) and Desk-side Support (DSS) by state employees. Contractor shall provide Services on an "as needed" basis for ITCSHD and DSS as described in this Solicitation. Contractor is responsible for providing all personnel resources necessary to perform the Services described in this Solicitation, unless specifically stated as the responsibility of HHSC.

Throughout the Contract Term, Contractor shall

- Provide qualified personnel to perform all required Services,
- Perform background screenings as required and requested by the HHS Agency (Key Personnel assigned to perform services at DFPS must successfully pass a criminal background investigation and an applicant who has been convicted of a criminal offense relevant to the position may be disqualified from employment),
- Be accountable for all Services provided under the Contract,
- Ensure the on-time delivery of all Services;
- Utilize a staffing resource strategy that effectively supports the timely provision of qualified Key Personnel;
- Obtain HHSC approval of Key Personnel,
- Promptly remove any Key Personnel at the written request of HHSC, and
- Provide HHSC advance written notice of any change in Key Personnel *e.g.*, individual leaves the employment of Contractor.

Users of the Services outlined above may include HHS Agency employees, contractors, volunteers and private provider staff at HHSC. These Specifications describe the current environment of HHSC's business requirements, technical requirements, Service Level Agreements and other information essential for Contractor's performance. HHSC anticipates reorganizations may create the need to adjust requirements, and therefore reserves the option to make adjustments throughout the Contract Term.

2.1.1 IT Customer Service Help Desk (ITCSHD) Personnel

Contractor shall provide Tier 1 personnel for the IT Customer Service Help Desk (ITCSHD). These Services include taking calls, responding to emails, documenting problems, resetting passwords, creating incident tickets and change requests, as well as, providing basic troubleshooting and problem resolution whenever possible. Problems not resolved by one of the HHS Agency Service Desks will be assigned to the appropriate IT support areas for resolution via a problem incident ticket using the HHS Agency approved ticketing system.

The essential positions associated with the ITCSHD Services are as follows:

- Systems Support Specialist III, IT Consolidated Help Desk
- Systems Support Specialist III, TIERS/IEE Level 1 Help Desk
- System Support Specialist III, DFPS Help Desk
- IT Service Desk Manager

The required and preferred job duties associated with each of the essential positions are described in **Exhibit D, Job Descriptions.** The required and preferred skill sets will be evaluated during the candidate screening and interview process. Contractor shall provide the Key Personnel to fill the essential positions necessary to provide ITCSHD Services at the headquarters location designated in Region 00 on **Exhibit F, Regional Office Profiles**.

2.1.2 Desk-Side Support (DSS) Personnel

Contractor shall provide Tier 2 technical personnel for Desk-side Support Services (DSS). DSS include taking/handling calls, responding to emails, documenting problems, resetting passwords, creating, updating, and providing closure/resolution of incident tickets and change requests within posted service level requirements. The DSS provided by the Contractor include Tier 2/3 level IT troubleshooting, research and problem resolution. Problems which cannot be resolved by DSS are updated and, with coordination with HHS Agency DSS leads, are assigned to the appropriate support areas for resolution. If a Tier 3 support group is engaged, the assigned DSS resource retains ownership of the issue, concern, or request until it has been resolved or closed.

The essential positions associated with the DSS Services are as follows:

- Network Troubleshooting Analyst II, Desk-side Support Services
- Network Troubleshooting Analyst II, Team Lead Desk-side Support Services

The required and preferred job duties associated with each of the essential positions are described in **Exhibit D, Job Descriptions.** The required and preferred skill sets will be evaluated during the candidate screening and interview process. Contractor shall provide the Key Personnel to fill the essential positions necessary to provide Desk-Side Support Services at the locations designated in **Exhibit E, HHSC Statewide Coverage Map**.

Exhibit E, HHSC Statewide Coverage Map represents the entire state; however, Region 00 (Headquarters Offices located within Austin/Travis County) and Region 12 (four (4)) Call Centers located in Austin, Edinburg, Athens and San Antonio) are not depicted in the map. Details regarding the current office locations within each service region, including Regions 00 and 12, are identified on **Exhibit F, Regional Office Profiles**.

2.1.3 Key Personnel

2.1.3.1 Overview

HHSC has identified the following essential positions in **Exhibit D, Job Descriptions**:

- Systems Support Specialist III, IT Consolidated Help Desk
- Systems Support Specialist III, TIERS/IEE Level 1 Help Desk
- System Support Specialist III, DFPS Help Desk
- IT Service Desk Manager
- Network Troubleshooting Analyst II, Desk-side Support Services
- Network Troubleshooting Analyst II, Team Lead Desk-side Support Services

The number of Key Personnel required for each essential position will vary depending on the business needs of the HHS Agencies during the Contract Term. HHSC will provide final authorization of new, substitute, replacement, and removed personnel.

Contractor shall not make any substitutions to any Key Personnel that have been selected and approved by HHSC to provide Services under the Contract without HHSC's prior written approval. Contractor shall notify HHSC of any voluntary separation of Key Personnel on the same day Contractor receives notice from the Key Personnel. In the event the Contractor finds it necessary to terminate the services of a Key Personnel, Contractor shall, no later than two (2) clock hours following the termination, notify HHSC and provide a detailed explanation. HHSC shall provide the final authorization to release. For the avoidance of doubt, the Key Personnel selection process used during the Contract Term does not alter the terms and conditions of the Contract.

Prior to the submission of a candidate's resume to HHSC for consideration during the Key Personnel selection process, Contractor shall obtain each candidate's signed acknowledgement of receipt of the following information as it pertains to the associated Key Personnel position: Agency name, Agency mission statement, Department name, Agency Contract Manager name and title, work site location and address, work hours, copy of Job Description from **Exhibit D**, performance metrics, and HHSC and Contractor work place policies which include, but are not limited to, the following: professional conduct, dress code, communication and escalation protocol, time keeping procedures, use of state property, preservation of state records, work place safety, and building security.

Contractor shall manage the Key Personnel during the Contract Term. Contractor shall ensure that Key Personnel are dressed in appropriate business attire and conduct themselves in a professional manner when on the premises of the HHS Agencies. Within

two (2) business days of receipt of HHSC's notification of a performance issue related to a Key Personnel, Contractor shall instruct the Key Personnel on the appropriate policy (e.g., punctuality, time keeping procedures) and inform HHSC via email of the date the counseling session occurred. Contractor shall be solely responsible for ensuring that accurate time sheets are timely submitted to HHSC for approval.

2.1.3.2 Process for Requesting Key Personnel

2.1.3.2.1 General

Each HHS Agency will work in coordination with the Contractor to screen, interview, and select viable candidates. The Contractor will be responsible for the initial screening to ensure candidates referred to the HHS Agency meet required job qualifications. Original resumes should be submitted to the applicable HHS Agency. Original resumes are resumes that were originally submitted from the candidate to the Contractor and have not been edited or reformatted in any way by the Contractor. Background screenings should be conducted prior to making recommendations to the HHS Agency. Once the candidate is selected, the HHS Agency will work with the Contractor to determine start date and onboarding procedures.

2.1.3.2.2 During Transition Period

During the transition period, Contractor shall provide to the applicable HHS Agency the original resume information for the proposed Key Personnel via email within thirty (30) calendar days of the Effective Date. The HHS Agency will work in coordination with the Contractor to screen, interview, and select viable candidates if needed. The Contractor will be responsible for the initial screening of resumes to ensure proposed candidates meet required job qualifications.

2.1.3.2.3 After Transition Period

In the event HHSC requests additional Key Personnel during the Contract Term, the following process will be used by HHSC and Contractor.

a) HHSC will provide written notice to Contractor that includes, at a minimum, the following information:
    - The number of individuals for each applicable essential position identified in **Exhibit D, Job Descriptions**,
    - The target commencement date for services for each individual,
    - For DSS, the location for performance of the Services is statewide,
    - Any other unique requirements, constraints, or assumptions applicable to the Services requested.
b) Unless another due date is specified in HHSC's written notice, on or before the fifth (5th) business day following receipt of HHSC's written request, Contractor shall provide a written response to the HHSC that includes the following:
    - A resume completed by the proposed individual in Word or PDF format.

- The rate associated with each proposed individual, provided such rate does not exceed the applicable pricing identified in the Pricing Schedule to the Contract.
- Detailed response related to any HHSC-specified unique requirements, constraints, or assumptions.

c) HHSC shall have the right to contact references of proposed Key Personnel.
d) HHSC shall provide written notice to Contractor in the event HHSC desires to conduct an interview of any of Contractor's proposed individuals.
e) HHSC shall provide Contractor with written notice of approval or rejection of a proposed Key Personnel within five (5) business days of receipt of an individual's resume, or scheduled interview, whichever is later. Upon written request by HHSC, Contractor shall provide to HHSC, within five (5) calendar days of HHSC's written notification of rejection, additional resumes of proposed individuals for consideration by HHSC. This process shall be repeated until HHSC provides written notice to Contractor of the individual selected.
f) If HHSC selects Contractor's proposed individual, then HHSC will provide written notice to Contractor and HHSC's PCS Division will issue a Purchase Order to reflect the addition of the Key Personnel.
g) The approved individual shall commence services at the HHSC-designated location no later than (5) business days of receipt of HHSC's selection notice.

2.1.3.4 Substitute Key Personnel

In the event of an Excused Removal, Contractor may propose substitute Key Personnel during a term of the Contract by providing resumes of qualified individuals to HHSC. An "Excused Removal" occurs when an individual designated as a Key Personnel (1) leaves the employment of Contractor, (2) is unable to perform Services due to an extended absence resulting from illness or other unforeseen emergency, or (3) there are other circumstances that the HHSC and Contractor agree preclude Contractor from complying with this section.

The resume information of proposed Key Personnel must be provided by Contractor to HHSC within five (5) calendar days prior to the last working day of the replaced individual. HHSC shall have the right to contact references of proposed Key Personnel. Furthermore, HHSC shall have the right to conduct an interview of all such proposed Key Personnel.

HHSC shall provide Contractor with written notice of approval or rejection of a proposed Key Personnel within five (5) business days of receipt of an individual's resume, or scheduled interview, whichever is later. Upon written request by HHSC, Contractor shall provide to HHSC, within five (5) calendar days of HHSC's written notification of rejection, additional resumes of proposed individuals for consideration by HHSC. This process shall be repeated until HHSC provides written notice to Contractor of the individual selected.

If HHSC selects Contractor's proposed substitute individual, then HHSC will provide written notice to Contractor. The approved individual shall commence services at the HHSC-designated location no later than (5) business days of receipt of HHSC's selection notice.

2.1.3.5 Removal of Key Personnel

HHSC, in its reasonable discretion, may request that Contractor remove a particular individual in a Key Personnel position who is providing Services under the Contract if HHSC reasonably believes that such individual is not providing the Services in accordance with Contract and Contractor, after notice, has been unable to promptly resolve performance issues relative to such individual. Contractor shall provide HHSC with resumes of a qualified replacement individuals.

The resume information for the proposed Key Personnel must be provided to HHSC within five (5) business days following the last working day of the removed personnel. HHSC shall have the right to contact references of proposed Key Personnel. Furthermore, HHSC shall have the right to conduct an interview of all such proposed Key Personnel.

HHSC shall provide Contractor with written notice of approval or rejection of a proposed Key Personnel within five (5) business days of receipt of an individual's resume, or scheduled interview, whichever is later. Upon written request by HHSC, Contractor shall provide to HHSC, within five (5) calendar days of HHSC's written notification of rejection, additional resumes of proposed individuals for consideration by HHSC. This process shall be repeated until HHSC provides written notice to Contractor of the individual selected.

If HHSC selects Contractor's proposed replacement individual, then HHSC will provide written notice to Contractor. The approved individual shall commence services at the HHSC-designated location within five (5) business days of receipt of HHSC's selection notice.

2.1.4 Process for Onboarding Key Personnel

The onboarding process for Key Personnel includes two weeks of training activities and a four week transitional period. Classroom and on-the-job training are provided by HHSC during the onboarding period. Key Personnel must be competent within forty-five days of the specified service start date.

As defined in Section 2054.5192 of the Texas Government Code, HHSC shall require any Contractor with direct access into a state computer system or database to complete a cybersecurity training program certified by the Department of Information Resources (DIR). For purposes of Section 2054.5192 of the Texas Government Code, "Contractor" is defined to include any officer, employee, or subcontractor. Contractors meeting this criterion must certify that such employees, officers, and subcontractors have completed a DIR-certified cybersecurity training program. To acknowledge compliance with this requirement, the Contractor must complete an HHS Form 3834 – Written Acknowledgement of Completion of Cybersecurity Training Program. In addition, the

Acceptable Use Agreement will need to be completed and submitted to HHSC on the first day of employment.

2.1.5 Process for Departing Key Personnel

Any hardware, software, mobile devices, badges, or other items in the possession of the Key Personnel that are released from the Contract must be returned to the applicable HHS Agency within 24 hours of departure, unless the applicable HHS Agency directs otherwise in writing. Contractor shall also promptly inform the departing individuals that further access to any HHS Agency premises is prohibited except to the extent the HHS Agency premises may be open to the general public.

2.1.6 Flexibility

HHSC is frequently changing its organizational structure, locations, and business requirements; therefore, it requires a very high level of flexibility to adjust IT Customer Service Help Desk and Desk-side Support Services. Contractor's solutions must take into consideration the flexibility required by this Solicitation. In extreme circumstances, entire areas of responsibility can shift from one agency's responsibility to another, requiring seamless transitions. In such cases, HHSC expects the Contractor to provide the necessary services, support and flexibility to allow for and accommodate these changes. Should adjustments need to be made, Contractor will work with HHSC to make adjustments, which may include amendments to the Contract to include any changes due to organizational requirements.

2.1.7 Principal Period of Performance

IT Customer Service Help Desk and Desk-side Support Services require Key Personnel to perform forty (40) hours per week on a flexible work schedule at statewide locations for DSS and Austin only for ITCSHD. The normal work week is Monday through Friday 7:00 AM 7:00 PM. After hours and weekend work may be required if business needs dictate. Services may also be required on state agency Skeleton Crew and Optional Holidays. The current State of Texas Holiday schedule may be found on State Auditor's website at http://www.hr.sao.texas.gov/Documents/Holidays/Holidays2020.pdf

2.1.8 TRANSITION PLAN

Contractor shall provide a comprehensive written transition plan to HHSC for consideration on or before the fifteenth (15th) calendar day following the effective date. The Contractor shall be the lead in coordinating and facilitating all transition activities. In keeping with general industry standards, the Transition Plan must describe the proposed approach for an orderly and expeditious transition of services from the outgoing service provider.

The Transition Plan, at a minimum, must

- Identify issues that need to be addressed during the transition period;

- Recommend solutions and develop a plan for the issues which need to be addressed during transition period;
- Describe Contractor's, including subcontractors, roles and responsibilities;
- Define the HHSC's roles and responsibilities;
- Provide a schedule for transition activities, with timelines and milestones specified for key tasks;
- Outline procedures to be followed during the transition period of the current contract.
- Define the method of identifying, documenting, and transferring key personnel
- Identify Contractor's point of contact and procedures for managing problems or issues during the transition-in process.
- Outline contingency plan for failed transition of services to the Contractor. Components of this requirement must include the Contractor's decision-making process and a plan for continuation of services.
- Identify the Contractor's escalation contact.

If the proposed Comprehensive Transition Plan is compliant with the requirements of the Contract, HHSC will provide written acceptance of the deliverable. If the proposed plan is not compliant with Contract requirements, then HHSC shall provide Contractor with a written rejection notice explaining the deficiencies in reasonable detail.

Upon Contractor's receipt of HHSC's written notice of rejection, Contractor shall have five (5) business days, or other time as HHSC and Contractor may agree in writing is reasonable, within which to correct all deficiencies and resubmit a revised Comprehensive Transition Plan. If the identified deficiencies are brought into compliance with the requirements of the Contract and no other deficiencies are identified, HHSC will provide written acceptance of the deliverable. This evaluation process shall continue, at HHSC's discretion, until either the Comprehensive Transition Plan complies with the Contract requirements or HHSC terminates the Contract.

2.1.9 Service Level Requirements, Associated Remedies and Reports

2.1.9.1 Overview

HHSC will monitor the performance of the Contract. Contractor shall provide Services which meet or exceed the service levels set forth in **Exhibit G, Service Level Requirements**. All service levels under the Contract must be provided at an acceptable level of quality and in a manner consistent with acceptable industry standards, custom, and practice.

2.1.9.2 Retainage

HHSC will withhold as retainage ten percent (10%) payment for all Contractor's Key Personnel rates which are classified in training status. Retainage will not be paid for Contractor employees that do not successfully complete all training activities within 45

calendar days. The retainage shall be released if the Key Personnel successfully completes the training activities within 45 calendar days.

RETAINAGE TABLE

SLR Title	Service Level Requirement Description	Quality Incentive
IT Service Desk Agent Performance Metric	Contractor personnel shall be competent within 45 days (includes 2-week classroom and on- the- job training) and 4-week transitional period.	Ten (10%) percent of Contractor personnel pay rates which are classified in training status in accordance with Task ID G6-15, IT Service Desk Agent Performance Metric Service Level Requirements
IT Desk-side Support Services Staffing Needs	Contractor personnel shall be competent within 45 days (includes 2-week classroom and on- the- job training) and 4-week transitional period.	Ten (10%) percent of Contractor Personnel pay rates which are classified in training status in accordance with Task ID G17-G22, IT Desk Side Support Staffing Needs.

2.1.9.3 Reporting Documentation and Status Meetings

HHSC and the Contractor will conduct monthly status check meetings to monitor contract compliance and mitigate any potential contractual issues. The meetings will be held at a time and place designated by HHSC. Contractor will collaborate and mutually agree to any adjustments to status reports or meetings, during the Contract Term. If compliance issues occur, HHSC may require Contractor to attend status check meetings twice a month or weekly, until compliance is obtained. Quarterly meetings will be scheduled with the Contractor to include IT Customer Service Help Desk and Desk Side Support Management.

Following each status check meeting, HHSC Contract Manager will send a written report within two (2) business days via email to the Contractor with action items and agreed decisions from the meeting. Contractor must provide via email, within two (2) business days of receipt of the report, either an acceptance of the report or a statement identifying the deficiencies in the report along with proposed revisions to the report.

2.1.9.4 Post Award Meeting

The Contractor shall attend a post-award meeting in Austin or via video conference within approximately ten (10) calendar days of the Effective Date of the Contract. All Contractor Contract Manager and Project Manager staff assigned to the Contract and HHSC IT Customer Service Help Desk and Desk Side Support Management are required to attend.

2.1.10 Invoicing Requirements

2.1.10.1 Invoice Standards

Contractor will invoice monthly for actual hours worked by the Key Personnel. Actual hours worked shall match hours tracked with the HHS Agency phone system for ITCSHD System Support Specialists III's and timesheets for DSS Network Troubleshooting Analysts. The review of DSS Network Troubleshooting Analyst timesheets will be completed by the technical site lead identified in **Exhibit G, Service Level Requirements**, Task ID T4.01 and approved by Desk Side Support Management.

All invoices must match approved Key Personnel timesheets approved by HHSC. Contractor shall not invoice and HHSC shall not pay for any services rendered outside of authorized work hours. The Contractor is responsible for the providing a designated timekeeping system for all Key Personnel. All invoices should be submitted to itsa_invoice@hhsc.state.tx.us.

The monthly invoice will be itemized as follows:

- Contractor's Name
- Contractor Texas Identification Number
- Contractor's Address, Contact Name, Phone Number, and Payment Address
- HHS Agency name contract number
- Name of HHS Agency Contract Manager
- Description of services provided
- Itemized actual hours worked for individual Key Personnel broken down by month
- Reference HHS Agency PO Charged
- Hours/Dollar Amount Remaining on PO
- Invoice total to date

2.1.10.2 Payee on Invoice Statements

Payment will be made only to the Contractor. No payments will be made to any subcontractor. All invoices shall only reflect the Contractor's name and Contractor's Texas Identification Number (TIN) as the Payee. No invoices received from entities outside of the Contractor will be paid. Please refer to Article II of the **Exhibit C, Uniform Terms and Conditions.**

2.2 CONTRACT AWARD, TERM AND AMOUNT

2.2.1 Contract Award and Execution

HHSC intends to award one contract as a result of this Solicitation. Any award is contingent upon approval of the Executive Commissioner or their designee.

If, for any reason, a Contract cannot be negotiated with a Respondent selected for award on terms HHSC determines reasonable within 30 days of HHSC's determination to seek to contract with that Respondent, HHSC may avail itself of any option permissible under applicable law including, but not limited to, negotiate a contract with the next highest scoring Respondent, make a partial award, or withdraw the Solicitation.

2.2.2 Contract Term

HHSC anticipates that the initial term of any Contract resulting from this Solicitation shall be for a period of two (2) years. HHSC, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to three (3) additional one-year renewal periods for a maximum Contract Term of five (5) years.

HHSC, at its sole option, may extend the Contract beyond the initial term and all exercised periods of renewal as necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State of Texas.

2.3 DATA USE AGREEMENT

By entering into a Contract, or purchase order with HHSC as a result of this Solicitation, Contractor agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit H, Data Use Agreement**.

2.4 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Contractor under any Contract, if any, resulting from this Solicitation. Any Contract is subject to appropriations and the continuing availability of funds.

HHSC reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 ANTICIPATED SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	MAY 20, 2020
Deadline for Submitting Questions	MAY 27, 2020 at 2:00 PM Central Time
HHSC Response to Questions	MAY 29, 2020
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	June 5, 2020 at 2:00 PM Central Time
Estimated Evaluation Period	JUNE 8, 2020 – JUNE 19, 2020
Estimated Notice of Award	AUGUST 31, 2020
Estimated Contract Start Date	SEPTEMBER 1, 2020

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

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

HHSC reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of HHSC. Any such revisions will be emailed to Respondent's designated contact person listed on the Respondent's DIR Contract. Respondent is solely responsible for ensuring that the contact information in Respondent's DIR Contract is up-to-date.

3.3 IRREGULARITIES

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

3.4 INFORMALITIES

HHSC reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of HHSC. A "minor informality" is an omission or error that, in HHSC's determination if waived or modified when evaluating Solicitation Responses, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Solicitation Response or Solicitation requirements.

3.5 INQUIRIES

3.5.1 Point of Contact

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

Name:	Brad Westbrook
Title:	Purchaser
Address:	1100 West 49th Street, Austin, Texas 78756
Phone:	512-406-2557
Email:	brad.westbrook@hhsc.state.tx.us

3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Section 3.5.4 and 3.5.5 below, the HHS Agencies, their representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC's designated Point of Contact as provided by Section 3.5.1. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.5.3 Exception

The only exception to the single Point of Contact is the HUB Coordinator. Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan, the HUB Coordinator may be contacted at HHSCHub@hhsc.state.tx.us with a copy to the purchaser listed above.

3.5.4 Questions

HHSC will allow written questions and requests for clarification of this Solicitation. Questions must be submitted via email to the Point of Contact listed in section 3.5.1 above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

a) Identifying Solicitation number
b) Section Number
c) Paragraph Number
d) Page Number
e) Text of passage being questioned
f) Question

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

3.5.5 Clarification

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions. If a Respondent fails to properly and timely notify the Point of Contact of such issues, the Respondent submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by any HHS Agency of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests received will be emailed to Respondent's designated contact person listed on the Respondent's DIR Contract. Respondent is solely responsible for ensuring that the contact information in Respondent's DIR Contract is up-to-date. HHSC reserves the right to amend answers prior to the deadline for submission of the Solicitation Responses.

HHSC also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at HHSC's sole discretion.

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.0 General

Generally, Respondent shall submit one (1) digital copy of the Narrative Proposal and Respondent Information document in searchable portable document format (.pdf) on a USB flash drive, compatible with Microsoft Office 2000. Respondent must also submit one (1) electronic copy of the Cost Proposal in Word format on a USB flash drive. Failure to submit all required documents in required format(s) may result in disqualification of the Solicitation Response without further consideration. A Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

HHSC, in its sole discretion, may reject any and all proposals or portions thereof.

3.6.1 Submission in Separate Parts

Solicitation Responses must be submitted in separate parts as further described in Article IX, Submission Checklist:

- Narrative Proposal and Respondent Information

- Cost Proposal; and
- electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response--electronic copies--must then be submitted in one package to HHSC at the address listed in Section 3.7.3.

3.6.2 Page Limit and Supporting Documentation

The Narrative Proposal should not exceed 50 pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½" x 11”, 12 pitch Verdana font size. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the tab, page, section, and/or paragraph where the supporting information can be found. Submit one (1) electronic copy of the proposal on a portable media, such as a flash drive, compatible with Microsoft Office 2000. The electronic copy must be organized with a file format that corresponds with the checklist provided in this Solicitation.

3.6.3 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of HHSC. If Respondent fails to designate an "ORIGINAL," HHSC may reject the Solicitation Response or select a copy to be used as the original.

3.6.4 Exceptions

HHSC will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation.

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues pursuant to Section 3.5.4. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the Exceptions Form included as **Exhibit I, Exceptions Form** to this Solicitation and provide all information requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a Contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in **Exhibit I, Exceptions Form** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation response that differs, varies from or contradicts this solicitation will be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC.

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any**

Solicitation Response to this Solicitation that includes any type of disclaimer or other statement indicating that the Solicitation Response does not constitute a binding offer may be disqualified.

3.6.5 Assumptions

Respondent must identify on the Exceptions form any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's response to the Solicitation. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any Contract resulting from this Solicitation are deemed rejected by HHSC.

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in Section 3.7.3 and time-stamped by HHSC no later than the date and time specified in Section 3.1

3.7.2 Labeling

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

SOLICITATION NO: SOW No. HHS0007364-001
SOLICITATION NAME: IT Service Desk and Desk-side Support Serv.
SOLICITATION RESPONSE DEADLINE: June 5, 2020 at 2:00 pm CT
FOR: Managed Services - Computer Managed Services Computer

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

3.7.3 Delivery

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

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Texas Health and Human Services Commission Procurement and Contract Services Attn: Brad Westbrook 1100 W. 49th Street Austin, Texas 78756 MC 2020 Brad.Westbrook@hhsc.state.tx.us 512.406.2557	Texas Health and Human Services Commission Procurement and Contract Services Attn: Brad Westbrook 1100 W. 49th Street Austin, Texas 78756 MC 2020 Brad.Westbrook@hhsc.state.tx.us 512.406.2557	Texas Health and Human Services Commission Procurement and Contract Services Attn: Brad Westbrook 1100 W. 49th Street Austin, Texas 78756 MC 2020 Brad.Westbrook@hhsc.state.tx.us 512.406.2557

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

3.7.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 3.5.1. HHSC may request Solicitation Response Modifications at any time.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with Title 10, Subtitle D of the Texas Government Code and applicable law. HHSC shall not be obligated to accept the lowest priced Solicitation Response but shall make an award to the Respondent that provides the best value to the State of Texas.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of HHSC.

a) Respondents must have recently been in business for a minimum of 5 years, or the principals/owners must have had 2 or more years recent ownership/executive management experience in a previous company that provided IT Managed Services Delivery.
b) Respondents shall have demonstrated experience in IT Managed Services Delivery
c) Respondents must be financially solvent and adequately capitalized; and
d) Respondent must be authorized to do business in the State of Texas.

4.1.3 Key Vendor Staffing Profile

a) The Contractor will identify the Contract Manager, Project Manager, and employee(s) assigned to the Contract and provide names, titles, telephone numbers, resumes, and description of primary areas of responsibilities for this Contract.

4.1.4 Specific Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria.

a) Cost 40%
b) Qualifications 20%

c) Experience 25%
d) Acceptance of Requirements, Terms and Conditions of Solicitation 15%

4.2 OTHER INFORMATION

HHSC may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source, including the Comptroller's Vendor Performance Tracking System.

4.3 INITIAL COMPLIANCE SCREENING

HHSC will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet Section 3.6 above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.4 COMPETITIVE RANGE AND BEST AND FINAL OFFER

HHSC may determine that certain Solicitation Responses are within the competitive range and may use this range to award multiple Contracts or as a basis to request a Best and Final Offer ("BAFO") from Respondents. If HHSC elects to limit award consideration to a competitive range, the competitive range will consist of the Solicitation Responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. HHSC, in the interest of administrative efficiency, may place reasonable limits on the number of Solicitation Responses that will be included in the competitive range.

HHSC may, at its discretion request that any or all Respondents provide a BAFO. A request for a BAFO from HHSC does not guarantee an award or further negotiations.

4.5 ORAL PRESENTATIONS AND SITE VISITS

HHSC may require an oral presentation from any or all Respondents. Respondents will be provided with advanced notice of any such oral presentation and are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. HHSC is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

HHSC may require site visits from any or all Respondents. HHSC will notify selected Respondents of the time and location of site visits. Failure to permit or participate in the requested site visit may eliminate a Respondent from further consideration. HHSC is not responsible for any costs incurred by the Respondent in preparation for any site visit.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY HHSC

HHSC reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during Oral Presentations, Site Visits, or during the BAFO process.

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in Article II. The summary must demonstrate an understanding of HHSC's goals and objectives for this Solicitation.

5.1.2 Work Plan

Describe the Respondent's proposed approach for providing all of the Services described in Article II, Specifications. The detailed narrative explanation must also address all information specifically requested in Article II, Specifications, such as

- Respondent's high-level Transition Plan that describes the Respondent's role and responsibilities during the transition of services from the outgoing service provider;
- A comprehensive description of Respondent's resource management approach and methodology to support the provision of Services to include Respondent's policies for retaining personnel and engaging additional qualified personnel; and
- A detailed description of Respondent's proposed process for escalating performance issues.

5.1.3 Service Level Requirements - ITCSHD

This section describes the Service Level Requirements which must be addressed in the solution proposed by the Respondent in its Solicitation Response.

Instructions: For each ITCSHD service level requirement listed in **Exhibit G, Service Level Requirements**, the Respondent must clearly notate the requirement is met in the proposed solution. If the requirement is not met by the proposed solution, the Respondent must provide an explanation which describes what options or alternatives it will provide to meet the requirement listed. Items listed with a "rank" number are the most critical to successfully completing these requirements.

5.1.4 Service Level Requirements - DSS

This section describes the Service Level Requirements which must be addressed by the solution proposed by the Respondent in its Solicitation Response.

Instructions: For each Desk-side Support Services service level requirement listed in **Exhibit G, Service Level Requirements**, the Respondent must clearly notate the requirement is met by the proposed solution. If the requirement is not met by the proposed solution, the Respondent must provide an explanation which describes what options or alternatives it will provide to meet the requirement listed.

5.1.5 Statewide Coverage

The breadth of coverage for this solicitation is the entire State of Texas. The Respondent must describe in its Narrative Proposal its capacity and methodology to provide services and support to all HHSC sites and facilities across the state. Respondents shall include Regions 00 and 12 in their Responses to this Solicitation. The referenced **Exhibit E, HHSC Statewide Coverage Map** represents the entire state; however, Region 00 (Headquarters Offices located within Austin/Travis County) and Region 12 (four (4)) Call Centers located in Austin, Edinburg, Athens and San Antonio) are not depicted in the map. Region 00 locations are provided in **Exhibit F, Regional Office Profiles.**

5.1.6 Value-Added Benefits

Describe any services or deliverables not required by the Solicitation that the Respondent proposes to provide at no additional cost to HHSC. Recent A+ certification is preferred and may be used as additional consideration to select winning Respondent(s). Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

5.1.7 Liquidated Damages

Part of the evaluation of Solicitation Responses to this Solicitation will be based on the Respondent's willingness to accept greater responsibility for producing discrete, measurable results, and its confidence in its ability to perform. The Respondent's responsiveness to these considerations will be measured, in part, by the Respondent's proposal of more compensatory levels of liquidated damages, and its willingness to accept financial responsibility for damages an HHS Agency may incur as a result of the Respondent's failure to perform its responsibilities in an acceptable manner.

Respondent must specify how they propose to capture each of the metrics needed to measure compliance of each service level requirement

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time.

6.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages.

6.1.2 Company Profile

Provide a company profile to include:

a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*) If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them
b) The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
c) The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
d) The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
e) The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and
f) Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

Note: If Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided as well.

6.2 BUSINESS REFERENCES

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. References listing current HHSC, DFPS, and DSHS employees should not be included. Respondent must verify current contracts. Information provided shall include:

- Client name;
- Contract/Project Description
- Total Dollar amount of contract/project
- Key staff assigned to the referenced contract/project that will be designated for work under this Solicitation; and
- Client contract/project manager name, telephone number, fax number and email address.

6.3 MAJOR SUBCONTRACTOR INFORMATION

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any Contract. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

6.4 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending.

Respondent must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures. Failure to comply with the terms of this provision may disqualify Respondent. Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

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

6.5 CONFLICTS

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

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

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a Contractor awarded a Contract greater than $1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to HHSC at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to successful Respondent(s).

6.6 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed forms:

a) **Exhibit A, Affirmations and Solicitation Acceptance**
b) **Exhibit B, Federal Assurances and Certifications**

6.7 OTHER REPORTS

6.7.1 Dun and Bradstreet Report

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report or Credit Evaluator Report with their Solicitation Responses.

6.7.2 Financial Capacity and Annual Report Information

Respondent shall submit an annual report, which must include:

a) Last two (2) years of audited financial statements;
b) If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
c) An un-audited financial statement of the most recent quarter of operation; and
d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of HHSC, provide the following annual report:

a) Last two (2) years unaudited financial statements or a balance sheet statement of financial position;
b) An un-audited financial statement of the most recent quarter of operation; and
c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

6.8 CORPORATE GUARANTEE

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every term, covenant, and condition of the Contract as executed by the parties.

6.9 HUB SUBCONTRACTING PLAN

Because this Solicitation is released under the DIR Cooperative Contracts Program, Respondents are not required to submit a Historically Underutilized Business (HUB) Subcontracting Plan (a "*HUB Subcontracting Plan*" or HSP) with their Solicitation Response at the time of submission. Any Contract resulting from this Solicitation will incorporate the Contractor's DIR HSP as part of the Contract.

Prior to issuing a Purchase Order using a DIR contract, the Respondent will provide clarification regarding what subcontractors they will/will not be using from their DIR HSP to the HHS HUB Program Office (email: HHSCHub@hhsc.state.tx.us). At any point during the Contract Term, should a need arise that requires any changes to the HSP, the Contractor must contact the HHS HUB Program Office to coordinate with DIR to amend the HSP. The Contractor is required to comply with the state of Texas' **good faith effort** requirements and obtain prior approval from HHS and DIR before any changes may be made to the HSP.

Once the HHS HUB Program Office obtains the clarifications to establish the HSP for the contract with HHS, the HUB Program Office will provide an HSP Post-Contract-Award Overview to provide guidance to the Contractor in the monthly submission of the required Progress Assessment Reports (PARs), and to address any questions regarding HSP compliance.

ARTICLE VII COST PROPOSAL

7.1 COST PROPOSAL

As noted above, cost information must not be included with the Respondent's Information and Business proposal. Respondent must submit a Cost Proposal for the services listed in Article II, Scope of Work.

7.1.1 Pricing Schedule

The Respondent must submit a Pricing Schedule **(Exhibit M, Pricing Schedule)** consisting of the base DIR Labor Rate category cost proposed, the cost per month, the additional discount to HHSC, and the cost of any additional services. The labor rate information shall include the defined cost methodology and the amount over prime over the life of the contract.

7.1.2 Cost Reduction Proposal

The Respondent shall submit a Cost Reduction Proposal as part of its Solicitation Response. The Cost Reduction Proposal shall identify exceptions or alternatives to requirements stated in this Solicitation which would result in cost savings to HHSC. The value of the cost savings to HHSC shall be identified in the Cost Reduction Proposal. The Contactor should continue to present recommendations for potential cost savings throughout the Contract Term.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Amendment

HHSC reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

8.1.2 Offer Period

Solicitation Responses shall be binding for a period of one hundred eighty (180) days after the due date for submission of Solicitation Responses. Each Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the Contact Term. No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by HHSC.

8.1.3 Costs Incurred

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

8.1.4 Contract Responsibility

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

8.1.5 Public Information Act

Respondent Requirements Regarding Disclosure
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. Other legal authority also requires HHSC to post certain contracts and Solicitation Responses on HHSC's website and to provide such information to the Legislative Budget Board for posting on its website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Responses is exempt from disclosure under the PIA, Respondent must:

1. **Mark Original Solicitation Response:**
   a. mark the original Solicitation, on the top of the front page, the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
   b. identify, adjacent to each portion of the Solicitation Responses that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Solicitation Response);

2. **Certify in Original Solicitation Response - Affirmations and Solicitation Acceptance (attached as Exhibit A to this Solicitation)**: certify, in the designated section of the Affirmations and Solicitation Acceptance, Respondent's confidential information assertion and the filing of its Public Information Act Copy; and

3. **Submit Public Information Act Copy of the Solicitation Response:** submit a separate "Public Information Act Copy" of the original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of

this Solicitation). The Public Information Act Copy must meet the following requirements:

(a) the copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);

(b) each portion Respondent claims is exempt from public disclosure must be redacted; and

(c) Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Solicitation Response as required in section 1(b), above. The only difference in required markings and information between the original Solicitation Response and the "Public Information Act Copy" of the Solicitation Response will be redactions - which can only be included in the "Public Information Act Copy." There must be no redactions in the original Solicitation Response.

By submitting a Solicitation Response to this Solicitation, Respondent agrees that, if Respondent does not mark the original Solicitation Response, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent's Solicitation Response will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC's public website, and posted on the Legislative Budget Board's website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

Respondent should not submit a Public Information Act Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Solicitation Response subject to release under the PIA.

Solicitation Responses should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its Solicitation Response, by submitting a Solicitation Response Respondent agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, Respondent

acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General, or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at http://www.texasattorneygeneral.gov.

8.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM, ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

8.2 INSURANCE

8.2.1 Required Coverage

For the duration of any Contract resulting from this Solicitation, Contractor shall acquire insurance, bonds or both, with financially sound and reputable independent insurers, in the type and amount listed on **Exhibit L, Insurance**. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

8.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

8.3 PROTEST

If a Respondent wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that are requested in this Solicitation.

Original Solicitation Response Package

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

1. Narrative Proposal and Respondent Information

a. Narrative Proposal	(Section 5.1)	____
b. Company Information	(Section 6.1)	____
c. Business References	(Section 6.2)	____
d. Major Subcontractor Information	(Section 6.3)	____
e. Litigation and Contract History	(Section 6.4)	____
f. Conflicts	(Section 6.5)	____
g. Affirmations and Solicitation Acceptance	(Exhibit A)	____
h. Federal Assurances and Certifications	(Exhibit B)	____
i. Exceptions and Assumptions	(Sections 3.6.4 and 3.6.5)	____
j. Dun and Bradstreet Report	(Section 6.7.1)	____
k. Financial Capacity and Annual Report	(Section 6.7.2)	____
l. Corporate Guarantee	(Section 6.8)	____
2. Cost Proposal	(Section 7.1)	____

Copies to be provided (all clearly labeled as "copy")

__1__ Electronic copy of **Narrative Proposal and Respondent Information** in searchable .pdf format on a USB Drive.

__1__ Electronic copy of **Cost Proposal** in Word Format on a USB Drive

__1__ Electronic copy, if applicable, of the Solicitation Response titled “Public Information Act Copy” in a searchable portable document format (PDF) submitted on a

separate USB flash drive in conformance with the instructions set forth in **Section 8.1.5, Public Information Act**.

ARTICLE X. LIST OF EXHIBITS

The following Exhibits are attached to and incorporated into this Solicitation for all purposes.

EXHIBIT A-AFFIRMATIONS AND SOLICITATION ACCEPTANCE

EXHIBIT B- FEDERAL ASSURANCES AND CERTIFICATIONS

EXHIBIT C- HHSC UNIFORM TERMS AND CONDITIONS (UTC)

EXHIBIT D-JOB DESCRIPTIONS

EXHIBIT E-STATEWIDE COVERAGE MAP

EXHIBIT F-REGIONAL OFFICE PROFILES

EXHIBIT G-SERVICE LEVEL REQUIREMENTS

EXHIBIT H- DATA USE AGREEMENT

EXHIBIT I-EXCEPTION FORM

EXHIBIT J- CONTRACT AFFIRMATIONS

EXHIBIT K-SECURITY AND PRIVACY INQUIRY

EXHIBIT L- INSURANCE

EXHIBIT M- PRICING SCHEDULE

EXHIBIT N- ADDITIONAL PROVISIONS

EXHIBIT O- INFORMATION SECURITY PRIVACY REQUIREMENTS

EXHIBIT P-LOBBYING CERTIFICATION

EXHIBIT Q – EVALUATION TOOL

Exhibit A. HHSC 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 are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC 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 HHSC. 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 HHSC's terms and conditions are rejected unless expressly accepted by HHSC in writing in a fully executed contract.

9. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

10. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.

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: _____ SSN: _____

    Name: _____ SSN: _____

    Name: _____ SSN: _____

    Name: _____ SSN: _____

    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, 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 that the technology provided to HHSC 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 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 does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

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 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 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 HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

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 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)): _____
    (2) Status (circle one): Respondent Employee
    (3) The nature of the previous employment with HHSC 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 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:

_____
_____
_____.

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, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with HHSC 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:

_____
_____
_____.

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:

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

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Payee ID No. – 11 digits**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**

Health and Human Services (HHS)

Uniform Terms and Conditions - Vendor

Version 3.0

Published and Effective - November 7, 2019

Responsible Office: Chief Counsel

Table of Contents

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 5
1.1 DEFINITIONS 5
1.2 INTERPRETIVE PROVISIONS 7
ARTICLE II. PAYMENT PROVISIONS 8
2.1 PROMPT PAYMENT 8
2.2 ANCILLARY AND TRAVEL EXPENSES 8
2.3 NO QUANTITY GUARANTEES 8
2.4 TAXES 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.1 EXCESS OBLIGATIONS PROHIBITED 8
3.2 NO DEBT AGAINST THE STATE 8
3.3 DEBT AND DELINQUENCIES 9
3.4 REFUNDS AND OVERPAYMENTS 9
ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS 9
4.1 WARRANTY 9
4.2 GENERAL AFFIRMATIONS 9
4.3 FEDERAL ASSURANCES 10
4.4 FEDERAL CERTIFICATIONS 10
ARTICLE V. INTELLECTUAL PROPERTY 10
5.1 OWNERSHIP OF WORK PRODUCT 10
5.2 CONTRACTOR'S PRE-EXISTING WORKS 10
5.3 THIRD PARTY IP 11
5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 11
5.5 DELIVERY UPON TERMINATION OR EXPIRATION 11
5.6 SURVIVAL 11
5.7 SYSTEM AGENCY DATA 12
ARTICLE VI. PROPERTY 12
6.1 USE OF STATE PROPERTY 12
6.2 DAMAGE TO GOVERNMENT PROPERTY 13
6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 13
ARTICLE VII. WORK ORDERS 13
7.1 WORK ORDERS 13

7.2 PROPOSALS 13
7.3 RESPONSIBILITY 13
7.4 TERMINATION 13
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY 13
8.1 RECORD MAINTENANCE AND RETENTION 13
8.2 AGENCY'S RIGHT TO AUDIT 14
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 14
8.4 STATE AUDITOR'S RIGHT TO AUDIT 15
8.5 CONFIDENTIALITY 15
ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION 15
9.1 CONTRACT REMEDIES 15
9.2 TERMINATION FOR CONVENIENCE 15
9.3 TERMINATION FOR CAUSE 16
9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS 16
ARTICLE X. INDEMNITY 16
10.1 GENERAL INDEMNITY 16
10.2 INTELLECTUAL PROPERTY 17
10.3 ADDITIONAL INDEMNITY PROVISIONS 17
ARTICLE XI. GENERAL PROVISIONS 18
11.1 AMENDMENT 18
11.2 INSURANCE 18
11.3 LIMITATION ON AUTHORITY 18
11.4 LEGAL OBLIGATIONS 18
11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 19
11.6 E-VERIFY PROGRAM 19
11.7 PERMITTING AND LICENSURE 19
11.8 SUBCONTRACTORS 19
11.9 INDEPENDENT CONTRACTOR 19
11.10 GOVERNING LAW AND VENUE 20
11.11 SEVERABILITY 20
11.12 SURVIVABILITY 20
11.13 FORCE MAJEURE 20
11.14 DISPUTE RESOLUTION 20
11.15 NO IMPLIED WAIVER OF PROVISIONS 21

11.16 MEDIA RELEASES 21
11.17 NO MARKETING ACTIVITIES 21
11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 21
11.19 SOVEREIGN IMMUNITY 22
11.20 ENTIRE CONTRACT AND MODIFICATION 22
11.21 COUNTERPARTS 22
11.22 CIVIL RIGHTS 22
11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 23
11.24 DISCLOSURE OF LITIGATION 23
11.25 NO THIRD-PARTY BENEFICIARIES 24
11.26 BINDING EFFECT 24

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 *Textravel* 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, ether 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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EXHIBIT D

JOB DESCRIPTIONS

SYSTEMS SUPPORT SPECIALIST III-IT CONSOLIDATED HELP DESK

Job Description:
The Systems Support Specialist III duties include software installations, troubleshooting/diagnosing complex hardware, software, and network performance problems. Duties may be accomplished via telephone support calls or email communication. Maintain technical expertise on hardware, software, telephony, network configurations, or peripherals using various methods (i.e. reviewing technical information, attending training, using self-paced learning, working with other technical support teams, etc.) Monitors call trends to identify and resolve continuing problems or unusual situations. Participates in user acceptance testing prior to deployment of new hardware and software. Communicates on a complex level with others (internally and externally) to provide, exchange, or verify information, answer inquiries, address issues, or resolve problems or complaints. Train automation support staff on supported systems to enhance their troubleshooting skills. Prepare and update computer application programs (i.e. Remedy on Demand templates). May oversee daily operations in the absence of Team Leads. The Systems Support Specialist III works under limited supervision, with considerable latitude for the use on initiative and independent judgment. Performs other duties required to support and maintain operations. May be required to work days, evenings, weekends, holiday shifts (primarily skeleton holidays), and provide after hour support to meet demands of system support. Occasional statewide and local travel may be required. Maintain a regular and predictable work schedule.

Essential Job Functions:

- Answer HHS IT Customer Service Help Desk phone line between the hours of 7:00am - 7:00pm, Monday thru Friday and troubleshoot technical problems for callers regarding agency hardware, software, telephony, and network issues, solving as many problems on first call as possible. (25%)
- Create trouble tickets in the agency's problem tracking system on all calls received, including issues that must be referred to another IT support group for resolution. (25%)
- Verify and document caller's agency, phone number, email address, demographics, and collect other pertinent information related to the problem or issue that is reported. (20%)
- Perform daily, weekly, and monthly duties as assigned on a rotating basis. Duties can include tasks such as assigning problem tickets, change requests, and tasks to the appropriate resolver group in Remedy; create problem tickets or change requests from emails submitted to the HHS HELP mailbox in Outlook; follow-up on status of tickets assigned a 'Critical' priority in Remedy; Send escalation notification emails to the resolver groups when customers call back or a request or problem ticket has breached established service levels. Be prepared to work the 10:00am - 7:00pm shift Monday - Friday on a rotating basis or as needed; act as a mentor to new help desk agents; and act

as backup to other help desk agents by performing their daily, weekly, monthly duties, and work their schedule when necessary. (10%)

- Monitors call trends to identify and resolve continuing problems or unusual situations. Keep current on known technical issues related to HHSC and DSHS (State Hospitals) agency systems and hardware deployments, troubleshooting tips, and broadcast announcements that impact help desk or has the potential to cause an increase in call volume. (10%)
- Attend meetings, training, and seminars as required. (5%)
- Complete additional tasks, projects, or special assignments upon request. (5%)

Knowledge Skills Abilities:

- Knowledge of information systems/technology processes and procedures.
- Knowledge of personal computers, printers, other peripheral equipment, Microsoft products, and other applicable software.
- Knowledge of current technical troubleshooting techniques.
- Knowledge of customer service techniques.
- Knowledge of the call center/help desk environment is preferred.
- Knowledge of call-tracking software such as Remedy, ITSM Remedy, or Remedy OnDemand is required.
- Skill in creating and maintaining technical documentation.
- Skill and ability to translate technical information and be able to explain it to a non-technical audience in an appropriate manner.
- Skill and ability to obtain information from an individual about a technical problem when the caller is under stressful conditions.
- Skill and ability to exercise logic and reasoning to define problem, establish facts and draw valid conclusions; make basic decisions that support business objectives and goals.
- Ability to keep up with a heavy flow of email information as well as changes in hardware and software and provide current, accurate information to callers.
- Ability to perform research and retrieve information from computer systems, databases, and the Intranet/Internet. Ability to learn new and existing hardware and software.
- Ability to take direction, work well as part of a team, and work independently when needed.
- Ability to type a minimum of 45 WPM.
- Ability to adjust to and maintain a fast-paced workflow.
- Ability and flexibility to adjust work schedule(s) between 7:00am to 7:00pm is critical to the performance of this position.
- Normal auditory ability.
- Ability to sit 90% of the time while performing job functions.

Registration or Licensure Requirements:

- A+ Certification Preferred
- ITIL Foundation Certification Preferred

Initial Selection Criteria:

- At least six months experience performing IT troubleshooting in a technical (computer) help desk.
- Over six months of customer service experience providing technical assistance to customers. Demonstrated ability to troubleshoot IT systems and applications.

SYSTEMS SUPPORT SPECIALIST III-TIERS/IEE LEVEL 1 HELP DESK

Job Description:
The Systems Support Specialist III will report to the TIERS/IEE Level 1 Help Desk Manager and will perform highly advanced technical support and customer service duties associated with the Texas Integrated Eligibility Redesign System (TIERS) and other eligibility applications. The Systems Support Specialist III will also be responsible for providing first-level investigation and diagnosis support to HHSC Eligibility staff/Respondents. Gather pertinent information related to end user needs and accurately document in IT Service Management (ITSM) Remedy. Perform security administration (password resets) functions for TIERS, State Portal, EWMS, and other eligibility applications. Performs software installations, troubleshooting/diagnosing complex hardware, software issues, and network performance problems in support of HHSC Eligibility Systems (TIERS, State Portal, EWMS, and YourTexasBenefits). Duties may be accomplished via telephone support calls or email communication. Communicate effectively, both verbally and in writing with internal and external audiences at various levels to provide, exchange, or verify information, answer inquiries, address issues, or resolve problems or complaints.
Attends work on a regular and predictable schedule in accordance with the agency leave policy and performs other duties as assigned. Maintain technical expertise on hardware, software, telephony, network configurations, or peripherals using various methods (i.e. reviewing technical information, attending training, using self-paced learning, working with other technical support teams, etc.)
Work under limited supervision, with considerable latitude for the use on initiative and independent judgment. Performs other duties required to support and maintain operations. May be required to work days, evenings, weekends, holiday shifts (primarily skeleton holidays), and provide after hour support to meet demands of system support. Occasional statewide and local travel may be required. Maintain a regular and predictable work schedule.

Essential Job Functions:

- Attends work on a regular and predictable schedule in accordance with agency leave policy and performs other duties as assigned.
- Performs highly complex analysis in the HHSC IT eligibility system applications (TIERS, State Portal, Self Service Portal, YourTexasBenefits, and related systems). Troubleshoots/diagnoses complex hardware or software issues in support of TIERS, State Portal, and YourTexasBenefits. (10%)
- Assists in interpreting help desk procedures, training new staff, and completing unit reports by request. Develops procedures and training manuals and conducts presentations and briefings as needed. Trains Help Desk support staff on supported systems to enhance their troubleshooting skills. (5%)
- Performs quality control measures to ensure proficient documenting of all steps taken on a ticket including all communication with the end users, to provide a timeline review of the issues being reported (10%)
- Refers problems to specialized staff per escalation policy and follows up on pending problems. Communicates on a complex level with others (internally or externally) to

provide, exchange, or verify information, answer inquiries, address issues, or resolve problems or complaints. (10%)

- Submits drafts of material and new/unusual situations for review and addition to technical manuals or guides.
- Prepare and update computer application programs (i.e. Remedy onDemand templates) (10%)
- Maintains technical expertise on hardware, software, network configurations, and peripherals using various methods (for example, reviewing technical information, attending training, using self-paced learning, working with other staff). (5%) Monitors call trends to identify and resolve continuing problems or unusual situations. Identifies trends, training issues and recommend necessary corrective action to Help Desk Management. (10%)
- Utilize two ticket system repositories ITSM and PPM (Project and Portfolio Management Center) to track ticket progress and resolution. Provide end-users with ticket updates and enter pertinent information to better assist techs with ticket resolution. (20%)
- Coordinate system solutions with TIERS Level II Help Desk staff and external Respondents. Monitor Help Desk agent's ticket routing timeliness to comply with established Help Desk procedures. (10%)
- Provides assistance to other entities of HHSC (HHSC IT applications, Infrastructure & Ops, Security, and AES) with program, automation or network issues. Participates in user acceptance testing prior to deployment of new hardware and software to confirm system functionality. (5%)
- Handles other duties as assigned including generating reports, attending workgroups, and coordinating unit activities. Oversee daily operations in the absence of Team Leads. (5%)

Knowledge Skills Abilities:

- Knowledge of HHSC IT applications (TIERS, State Portal, EWMS, Self Service Portal, YourTexasBenefits.com).
- Knowledge of information systems/technology processes and procedures.
- Knowledge of personal computers, printers, other peripheral equipment, Microsoft products, and other applicable software.
- Knowledge of current technical troubleshooting techniques.
- Knowledge of customer service techniques.
- Knowledge of the call center/help desk environment is preferred.
- Skill in working with ACD call systems and computers.
- Knowledge of call-tracking software such as Remedy or ITSM Remedy, preferable, but not required.
- Skill in creating and maintaining technical documentation.
- Skill and ability to translate technical information and be able to explain it to a non-technical audience in an appropriate manner.
- Skill and ability to obtain information from an individual about a technical problem when the caller is under stressful conditions. \

- Skill and ability to exercise logic and reasoning to define problem, establish facts and draw valid conclusions; make basic decisions that support business objectives and goals.
- Ability to keep up with a heavy flow of email information as well as changes in hardware and software and provide current, accurate information to callers.
- Ability to perform research and retrieve information from computer systems, databases, and the Intranet/Internet.
- Ability to conduct highly complex analysis of systems and procedures.
- Ability to learn new and existing hardware and software.
- Professional and knowledgeable attitude and behavior with customers and internal staff.
- Ability to take direction, work well as part of a team, and work independently when needed.
- Ability to adjust to and maintain a fast-paced workflow.
- Knowledge of HHSC IT applications (TIERS, State Portal, EWMS, Self Service Portal, YourTexasBenefits.com).
- Knowledge of information systems/technology processes and procedures.
- Knowledge of personal computers, printers, other peripheral equipment, Microsoft products, and other applicable software.
- Knowledge of current technical troubleshooting techniques.
- Knowledge of customer service techniques.
- Knowledge of the call center/help desk environment is preferred.
- Skill in working with ACD call systems and computers.
- Knowledge of call-tracking software such as Remedy or ITSM Remedy, preferable, but not required.
- Skill in creating and maintaining technical documentation.
- Skill and ability to translate technical information and be able to explain it to a non-technical audience in an appropriate manner.
- Skill and ability to obtain information from an individual about a technical problem when the caller is under stressful conditions.
- Skill and ability to exercise logic and reasoning to define problem, establish facts and draw valid conclusions; make basic decisions that support business objectives and goals.
- Ability to keep up with a heavy flow of email information as well as changes in hardware and software and provide current, accurate information to callers.
- Ability to perform research and retrieve information from computer systems, databases, and the Intranet/Internet.
- Ability to conduct highly complex analysis of systems and procedures.
- Ability to learn new and existing hardware and software.
- Professional and knowledgeable attitude and behavior with customers and internal staff.
- Ability to take direction, work well as part of a team, and work independently when needed.
- Ability to adjust to and maintain a fast-paced workflow.

Registration or Licensure Requirements:

- ITIL V3. preferred, but not required.

Initial Selection Criteria:

- Graduation from a standard senior high school or equivalent. At least 2 years of Help Desk or Customer Service Experience.
- 1 year of TIERS or related HHS Program experience. Ability to work in a professional customer service environment required.
- Extensive knowledge of agency eligibility programs (SNAP, TANF, Medicaid, CHIP and MEPD), requirements and policy.
- Shifts are staggered between 8am and 7pm, Monday-Friday. Must have flexibility to work during these hours

SYSTEMS SUPPORT SPECIALIST III---DFPS HELP DESK

Job Description:
The Help Desk Systems Support Specialist III duties include software installations, troubleshooting/diagnosing complex hardware, software, and network performance problems. Duties may be accomplished via telephone support calls or email communication. Maintain technical expertise on hardware, software, telephony, network configurations, or peripherals using various methods (i.e. reviewing technical information, attending training, using self-paces learning, working with other technical support team, etc.). Monitors call trends to identify and resolve continuing problems or unusual situations. Participates in user acceptance testing prior to deployment of new hardware and software. Communicates on a complex level with others (internally and externally) to provide, exchange, or verify information, answer inquiries, address issues, or resolve problems or complaints. Develops procedures and training manuals and conducts presentations and briefings. Train automation support staff on supported systems to enhance their troubleshooting skills. Prepare and update computer application programs (i.e. Remedy OnDemand templates). May oversee daily operations in the absence of Team Leads. The Help Desk Systems Support Specialist III works under limited supervision, with considerable latitude for the use on initiative and independent judgment. Performs other duties required to support and maintain operations. May be required to work days, evenings, weekends, holiday shifts (primarily skeleton holidays), and provide second or third shift support to meet demands of system support. Occasional statewide and local travel may be required. Maintain a regular and predictable work schedule.

Essential Job Functions:

- Answer DFPS Help Desk phone line, which operates 24 hours a day, 7 days a week. Troubleshoot technical problems for callers regarding agency hardware, software, telephony, and network issues, solving as many problems on first call as possible. (30%)
- Create trouble tickets in the agency's problem tracking system on all calls received, including issues that must be referred to another IT support group for resolution. (10%)
- Verify and document caller's agency, phone number, email address, demographics, and collect other pertinent information related to the problem or issue that is reported. (10%)
- Perform daily, weekly, and monthly duties as assigned on a rotation basis. Duties can include tasks such as assigning problem tickets, change requests, and tasks to the appropriate resolver group in Remedy; create problem tickets; follow-up on status of tickets assigned a 'Critical' priority in Remedy; send escalation notification emails to the resolve groups when customer call back or a request or problem ticket has breached established service levels. Be prepared to work second or third shifts as needed; act as a mentor to new help desk agents; and act as backup to other Help Desk Analyst III by performing their daily, weekly, monthly duties, and work schedule in the absence of the primary Help Desk Analyst III. (10%)
- Monitors call trend to identify and resolve continuing problems or unusual situations. Keep current on known technical issues related to DFPS systems and hardware deployments, troubleshooting tips, and broadcast announcements that impact help desk or has the potential to cause an increase in call volumes. (15%)

- Develops procedures and training manuals and conducts presentations and briefings. Trains automation support staff on supported systems to enhance their troubleshooting skills. (10%)
- Attend meetings, training, and seminars as required. (10%)
- Complete additional tasks, projects, or special assignments upon request. (5%)

Knowledge Skills Abilities:

- Knowledge of information systems/technology processes and procedures.
- Knowledge of personal computers, printers, other peripheral equipment, Microsoft products, and other application software.
- Knowledge of current technical troubleshooting techniques.
- Knowledge of customer service techniques.
- Knowledge of the call center/help desk environment is preferred.
- Knowledge of call-tracking software such as Remedy, ITSM Remedy, or Remedy OnDemand is required.
- Skill in creating and maintaining technical documentation.
- Skill and ability to translate technical information and be able to explain it to a non-technical audience in an appropriate manner.
- Skill and ability to obtain information from an individual about a technical problem when the caller is under stressful conditions.
- Skill and ability to exercise logic and reasoning to define problem, establish facts and draw valid occlusion; make basic decisions that support business objectives and goals.
- Ability to keep up with a heavy flow of email information as well as changes in hardware and software and provide current, accurate information to callers.
- Ability to perform research and retrieve information from computer systems, databases, and the Intranet/Internet.
- Ability to learn new and existing hardware and software.
- Ability to take direction, work well as part of a team, and work independently when needed.
- Ability to type a minimum of 45 WPM.
- Ability to adjust to and maintain a fast-paces workflow.
- Ability and flexibility to adjust work schedule(s).
- Normal auditory ability.
- Ability to sit 90% of the time while performing job functions.

Registration or Licensure Requirements:

- A+ Certification Preferred
- ITIL Foundation Certification Preferred

Initial Selection Criteria:

- At least two years' experience performing Information Technology (IT) troubleshooting or direct customer service support in a customer service focused environment.
- Competent in creating tickets in problem tracking software.
- Experience troubleshooting desktop hardware and software.
- High School diploma or equivalent required.

- Completeness and quality of application.
- Ability to work in a professional customer service environment required.
- Shifts are staggered 24x7, 365 days a year. Must have flexibility to work during these hours.
- This is a security sensitive position and selectee must successfully pass a criminal background investigation. An applicant who has been convicted of a criminal offense relevant to the position may be disqualified from employment.

IT SERVICE DESK MANAGER

Job Description:
IT Service Desk Manager will receive direction from the IT Customer Service Desk Director. The IT Service Desk Manager performs advanced managerial work, oversees the daily operations of the unit, develops guidelines, procedures, policies, rules and regulations; develops schedules, priorities, and standards for achieving established goals; coordinates and evaluates service desk activities; and develops and evaluates budget requests. Plans, assigns, and supervises the work of others. Interfaces with HHSC IT support teams to ensure the proper operation of the BMC Remedy Help Desk tool. Interfaces with HHS Remedy users, management, and IT points of contact. Interfaces with other HHS agency Service Desk management. Works as part of Service Desk Management team to promote appropriate opportunities for consolidation of services. This position will require occasional after hours and weekend work and will need to coordinate the team's response to emergencies.

Essential Job Functions:

- Works with Health and Human Services Managers and Department of Family Protective Services Manager to select staff for all areas in the IT Customer Service area.
- Manages, and develops staff through training, and performance management.
- Manages unit workload to ensure that goals, objectives, and standards are met.
- Manages functional area by coordinating with other areas and providing guidance and direction to staff.
- Analyzes existing and develops new procedures and guidelines.
- Analyzes and maintains policies and data from systems and technologies to ensure effective and efficient use.
- Prepares management reports, analyzes information to keep management informed and responds to issues.
- Develops and monitors performance standards according to best practices and industry standards.
- Communicates with HHSC customers and other IT staff to provide/exchange information, answer inquiries, address issues, or resolve problems or complaints.
- Advises and consults with service desk director and managers on support area needs, studies and direction.
- Researches inquiries or complaints, recommends solutions, and prepares responses.
- Analyzes policies, concepts, trends, procedures, and identifies new business needs.
- Monitors metrics prepares checklists and action plans.
- Designs and implements new or revised methods that more effectively meet agency needs.
- Keeps up with latest technologies and evaluates potential new applications/procedures/equipment.
- Manages service desk automation projects.
- Performs needs assessments, develops and coordinates guidelines.
- Prepares reports, flow charts and graphs to aid in tactical planning.
- Maintains a regular and predictable work schedule.

Knowledge Skills Abilities:

- Experience in Service Desk supervision or management.
- Experience in operation of service desk problem tracking tools (experience with BMC Remedy a plus).
- Experience in operation of modern telephony technologies.
- Experience in project management processes, tools and methodologies.
- Broad knowledge in the following areas: desktop PC, administration, email administration, Microsoft productivity tools, and telecommunications.
- Knowledge of local, state, and federal laws and regulations relevant to program areas and of the principles and practices of public administration and management. Working knowledge of MS Office Suite
- Skill in providing customer service.
- Skill in using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems and in operating computers and applicable computer software.
- Ability to manage business functions, division, or department activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.
- Ability to simultaneously coordinate and prioritize multiple tasks.
- Ability to communicate technical information to individuals with various levels of technical knowledge

Initial Selection Criteria:

- Two or more years' experience in Service Desk/Customer Service Call Center supervision/management.
- Graduation from an accredited four-year college or university with major course work in computer science, computer information systems, management information systems, or a related field is generally preferred. Education and experience may be substituted for one another.

NETWORK TROUBLESHOOTING ANALYST II-DESK-SIDE SUPPORT SERVICES

Job Description:

This position provides resolution for basic to advanced/complex technical problems that affect all levels of users within the state. Work includes, but is not limited to, problems with workstations involving hardware or software, networking, active directory, and other IT related issues that have an impact on desktop and network performance. Travel to sites within the region is often required in order to deliver new or replacement devices or to provide assistance with troubleshooting of hardware/software. May monitor daily network statistics to identify, research, and resolve continuing problems or unique situations requiring attention. Prepares or assists in preparing draft documentation for troubleshooting procedures and information on new or non-standard situations for incorporation in to technical publications. May train other support staff. This position also requires participation in end user testing for job-related tools.

Essential Job Functions:

- Attends work on a regular and predictable schedule in accordance with Agency leave policies and performs other duties as assigned.
- Promotes and participates in a positive and culturally diverse work environment.
- Serves as an integral member of an IT support team which supports various levels of staff/customers in a dynamic environment.
- Diagnoses and troubleshoots basic-to-advanced/complex hardware and/or software problems.
- Refers problems to and/or works with specialized staff OR technical team lead/unit manager, as per escalation needs and follows up on pending/referred/escalated problems.
- Communicates on a complex level with others (internally or externally) to provide, exchange, or verify information; answer inquiries; address issues; or resolve problems or complaints.
- Monitors network activities to identify and/or assist in resolution of continuing problems or unusual situations.
- Submits clear and concise/accurate documentation and/or drafts of material on new/unusual situations for review and addition to technical manuals or guides OR for placement within Agency's problem- tracking system.
- Conducts appropriate/needed training to new/tenured IT support staff in order to enhance their individual troubleshooting skills/etc.
- Participates in special project groups as an active participant.
- May serve as a technical liaison between IT support staff and other IT technical staff/areas.

- Responsible for ensuring that all requests for assistance or service are handled in a timely manner and to the satisfaction of the users/customers.
- Provide support for Agency staff that have mobile devices.
- May travel as required.
- Team Lead will be responsible for providing performance metrics and other related reports in a timely manner.
-

Knowledge, Skills, and Abilities:

- Knowledge, skill and ability working with computer operating systems (i.e.: WIN10), Word, Excel, Outlook, O365, etc.
- Knowledge, skill and ability to analyze systems, procedures and processes; assess risks, and make recommendations to IT Support Team and/or Team Lead/unit management.
- Ability to effectively communicate orally and in writing in the English language with all levels of staff.
- Ability to work with limited direction, using initiative and sound judgment.
- Ability to establish and maintain effective working relationships with co-workers, customers and other agency employees.
- Ability to plan and organize project activities.
- Ability to work within established goals and objectives that support the strategic plan and assess achievement of established goals.
- Ability to interpret and communicate policies, procedures, and best practices to all levels of staff.
- Ability to present and explain technical information in a way that gains understanding.
- Ability to approach and solve basic-to-advanced/complex problems in a logical proactive manner.
- Ability to adhere to HHSC and executive management policies and Standard Operating Procedures.
- Ability to adapt to change or modify behavior in response to changes in situations or priorities.
- Ability to work in and promote a positive work environment.
- Certifications: recent A+ Certification preferred

Initial Selection Criteria:

- Extensive experience in systems analysis and support of local and/or wide area networks. Required experience must be gained within last 2-4 years to ensure qualified personnel are up-to-date in current software and hardware platforms.
- Must have 2 years proven management experience.
- Must be able to work hours other than 8a to 5p, on short notice.
- Must be able to work holidays or weekends, on short notice.
- Must be able to lift or move up to 30 pounds.

- Must have strong experience in direct customer support in an IT environment.
- Additional Information: Typically, 8-hour shifts are staggered between 7:00 a.m. and 6:00 p.m., Monday thru Friday, except on recognized State and/or Federal holidays. Network Troubleshooting Analysts must be able to work in sub-standard environments. In addition, Network Troubleshooting Analysts must be able to sit, stand, bend, lift items above shoulder-level, and/or squat for long periods of time while assisting Agency customers and/or working with IT groups/etc.

NETWORK TROUBLESHOOTING ANALYST II TEAM LEAD-DESK-SIDE SUPPORT SERVICES

Job Description:

The site lead will have responsibility of providing daily, weekly and/or monthly performance metrics as requested by HHSC management staff. The lead will also be responsible for recognizing any needs for staff improvement and devise a performance improvement plan (PPI) as needed with input from HHSC management staff. PPIs may include timely/documented meetings with the affected technician/contractor and may include HHSC management. In addition, the lead will be responsible for productivity meetings with each technician/contractor. As with other NW Troubleshooting Analysts under Desk-side Support Services. This position provides resolution for basic to advanced/complex technical problems that affect all levels of users within the state. Work includes, but is not limited to, problems with workstations involving hardware or software, networking, active directory, and other IT related issues that have an impact on desktop and network performance. Travel to sites within the region is often required in order to deliver new or replacement devices or to provide assistance with troubleshooting of hardware/software. May monitor daily network statistics to identify, research, and resolve continuing problems or unique situations requiring attention. Prepares or assists in preparing draft documentation for troubleshooting procedures and information on new or non-standard situations for incorporation in to technical publications. May train other support staff. This position also requires participation in end user testing for job-related tools.

Essential Job Functions:

- Attends work on a regular and predictable schedule in accordance with Agency leave policies and performs other duties as assigned.
- Promotes and participates in a positive and culturally diverse work environment.
- Serves as an integral member of an IT support team which supports various levels of staff/customers in a dynamic environment.
- Diagnoses and troubleshoots basic-to-advanced/complex hardware and/or software problems.
- Refers problems to and/or works with specialized staff OR technical team lead/unit manager, as per escalation needs and follows up on pending/referred/escalated problems.
- Communicates on a complex level with others (internally or externally) to provide, exchange, or verify information; answer inquiries; address issues; or resolve problems or complaints.
- Monitors network activities to identify and/or assist in resolution of continuing problems or unusual situations.

- Submits clear and concise/accurate documentation and/or drafts of material on new/unusual situations for review and addition to technical manuals or guides OR for placement within Agency's problem- tracking system.
- Conducts appropriate/needed training to new/tenured IT support staff in order to enhance their individual troubleshooting skills/etc.
- Participates in special project groups as an active participant.
- May serve as a technical liaison between IT support staff and other IT technical staff/areas.
- Responsible for ensuring that all requests for assistance or service are handled in a timely manner and to the satisfaction of the users/customers.
- Provide support for Agency staff that have mobile devices.
- May travel as required.
- Team Lead will be responsible for providing performance metrics and other related reports in a timely manner.
- The lead will be responsible for recognizing any needs for staff improvement and devise a performance improvement plan (PPI) as needed with input from HHSC management staff. PPIs may include timely/documented meetings with the affected technician/contractor and may include HHSC management.
- The lead will be responsible for productivity meetings with each technician/contractor.
- The lead may be responsible for leading projects/initiatives working with state staff/other contractors/tier3 teams/etc. as requested by HHSC management team.
- The lead and all other DSS contractors will report directly to the HHSC Regional IT Manager but may take direction from HHSC executive management as well.
-

Knowledge, Skills, and Abilities:

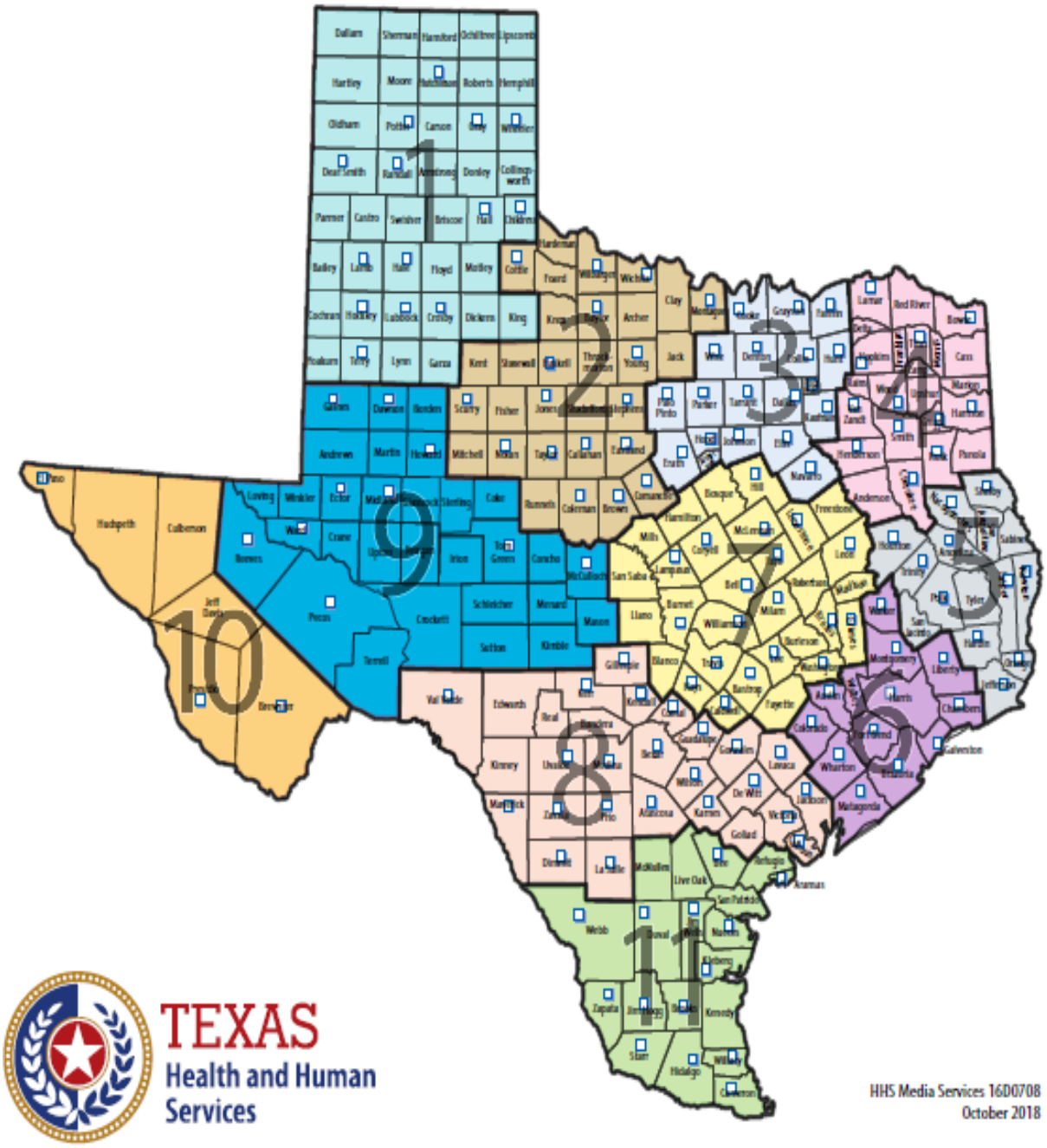
- Knowledge, skill and ability working with computer operating systems (i.e.: WIN10), Word, Excel, Outlook, O365, etc.
- Knowledge, skill and ability to analyze systems, procedures and processes; assess risks, and make recommendations to IT Support Team and/or Team Lead/unit management.
- Ability to effectively communicate orally and in writing in the English language with all levels of staff.
- Ability to work with limited direction, using initiative and sound judgment.
- Ability to establish and maintain effective working relationships with co-workers, customers and other agency employees.
- Ability to plan and organize project activities.
- Ability to work within established goals and objectives that support the strategic plan and assess achievement of established goals.
- Ability to interpret and communicate policies, procedures, and best practices to all levels of staff.
- Ability to present and explain technical information in a way that gains understanding.

- Ability to approach and solve basic-to-advanced/complex problems in a logical proactive manner.
- Ability to adhere to HHSC and executive management policies and Standard Operating Procedures.
- Ability to adapt to change or modify behavior in response to changes in situations or priorities.
- Ability to work in and promote a positive work environment.

Initial Selection Criteria:

- Extensive experience in systems analysis and support of local and/or wide area networks. Required experience must be gained within last 2-4 years to ensure qualified personnel are up-to-date in current software and hardware platforms.
- Must have 2 years proven management experience.
- Must be able to work hours other than 8a to 5p, on short notice.
- Must be able to work holidays or weekends, on short notice.
- Must be able to lift or move up to 30 pounds.
- Must have strong experience in direct customer support in an IT environment.
- Additional Information: Typically, 8-hour shifts are staggered between 7:00 a.m. and 6:00 p.m., Monday thru Friday, except on recognized State and/or Federal holidays. Network Troubleshooting Analysts must be able to work in sub-standard environments. In addition, Network Troubleshooting Analysts must be able to sit, stand, bend, lift items above shoulder-level, and/or squat for long periods of time while assisting Agency customers and/or working with IT groups/etc.

EXHIBIT E - HHSC STATEWIDE COVERAGE MAP



List of Counties by Region

Region 00
Austin/Travis (State Office Only)
Region 01
Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum
Region 02
Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Mitchell, Montague, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, Young,
Region 03
Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo, Pinto, Parker, Rockwall, Somervell, Tarrant, Wise
Region 04
Anderson, Bowie, Camp, Cass, Cherokee, Delta, Franklin, Gregg, Harrison, Henderson, Hopkins, Lamar, Marion, Morris, Panola, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt, Wood
Region 05
Angelina, Hardin, Houston, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler
Region 06
Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, Wharton
Region 07
Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Robertson, San Saba, Travis, Washington, Williamson
Region 08
Atascosa, Bandera, Bexar, Calhoun, Comal, DeWitt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, LaSalle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala
Region 09
Andrews, Borden, Coke, Concho, Crane, Crockett, Dawson, Ector, Gaines, Glasscock, Howard, Irion, Kimble, Loving, Martin, Mason, McCulloch, Menard, Midland, Pecos, Reagan, Reeves, Schleicher, Sterling, Sutton, Terrell, Tom Green, Upton, Ward, Winkler
Region 10
Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
Region 11
Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, Zapata
Region 12
Henderson, Travis, Bexar, Hidalgo, 4 Customer Care Centers (Austin, Athens, Edinburg & San Antonio)

Exhibit F-Regional Office Profiles

Region 00 (State Office)

Counties Serviced: Travis
Facilities Supported: HHSC Field Offices: 15 State Agency: Texas Civil Commitment Office

Region 00 HHSC Field Office Listing:

Address	City	Zip	County
1609 Centre Creek	Austin	78754	Travis
8407 Wall St.	Austin	78754	Travis
4900 North Lamar Blvd.	Austin	78751	Travis
1100 West 49th St. – multiple buildings	Austin	78756	Travis
1111 W. North Loop Blvd.	Austin	78756	Travis
1106 Clayton Lane	Austin	78723	Travis
6330 Highway 290 East	Austin	78723	Travis
9013 Tuscany Way	Austin	78754	Travis
12365 Riata Trace Pkwy,	Austin	78727	Travis
12300 Technology Blvd.	Austin	78727	Travis
701 West 51st St.	Austin	78751	Travis
909 West 45th St.	Austin	78756	Travis
8317 Cross Park	Austin	78754	Travis
1701 N. Congress Ave.	Austin	78701	Travis
11501 Burnet Road	Austin	78758	Travis
(TCCO) 4616 W. Howard Lane, Building 2	Austin	78728	Travis

Region 01 – Lubbock/Amarillo

Counties Serviced: Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum
Facilities Supported: HHSC Field Offices: 20 HHSC OWP Locations: 8

Region 01 HHSC Field Office Listing:

Address	City	Zip	County
28 Western Plaza Drive	Amarillo	79109	Potter
3501-L W. 45th, Suite L	Amarillo	79109	Randall
301 W. 6th, Suite 401	Borger	79007	Hutchinson
101 North D	Brownfield	79316	Terry
121 2nd N.E.	Childress	79201	Childress
115 W. Jones	Dimmitt	79027	Castro
801 S. Bliss, Suite 107	Dumas	79029	Moore
212 N. 25 Mile Avenue	Hereford	79045	Deaf Smith
1701 Avenue H	Levelland	79336	Hockley
210 Marshall Howard Blvd	Littlefield	79339	Lamb
6302 Iola (RTC)	Lubbock	79424	Lubbock
1716 Parkway	Lubbock	79406	Lubbock
5806 34th Street	Lubbock	79407	Lubbock
5121 60th, Suites A5 & A6	Lubbock	79424	Lubbock
3401 N. University	Lubbock	79415	Lubbock
1509 N. Banks	Pampa	79065	Gray
121 S. Gillespie	Pampa	79065	Gray
101 S.W. 4th	Perryton	79070	Ochiltree
2907 W. 7th	Plainview	79072	Hale
US Highway 84 South	Post	79356	Garza

Region 01 HHSC OWP Office Listing:

Address	City	Zip	County
1501 S. Coulter	Amarillo	79106	Potter
1411 E. Amarillo Boulevard	Amarillo	79107	Potter
3310 Danvers	Amarillo	79106	Potter
4000 24th	Lubbock	79410	Lubbock
2602 Avenue Q	Lubbock	79411	Lubbock
5301 University	Lubbock	79413	Lubbock
1610 5th Street	Lubbock	79401	Lubbock
3204 4th	Lubbock	79415	Lubbock

Region 02/09 – Northwest / West Texas

Counties Serviced:

2-Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Mitchell, Montague, Nolan, Runnels, Scurry, Shackelford, Stonewall, Stephens, Taylor, Throckmorton, Wichita, Wilbarger, Young

9-Andrews, Borden, Coke, Concho, Crane, Crockett, Dawson, Ector, Gaines, Glasscock, Howard, Irion, Kimble, Loving, Martin, Mason, McCulloch, Menard, Midland, Pecos, Reagan, Reeves, Schleicher, Sterling, Sutton, Terrell, Tom Green, Upton, Ward, Winkler

Facilities Supported:

HHSC Field Offices: 31

HHSC OWP Locations: 8

Region 02/09 HHSC Field Office Listing:

Address	City	Zip	County
2501 Maple St	Abilene	79602	Taylor
4601 South 1st St	Abilene	79605	Taylor
801 N Main, Suite P	Andrews	79714	Andrews
1301 Commercial Ave	Anson	79501	Jones
2017 Hutchings Ave	Ballinger	76821	Runnels
1901 N Hwy 87	Big Spring	79720	Howard
501 Birdwell Ln	Big Spring	79720	Howard
601 E Decatur, Suite B	Bowie	76230	Montague
214 W Lynn Gavit Rd	Brady	76825	McCullough
2315 W Walker	Breckenridge	76424	Stephens
2400 Crockett Dr	Brownwood	76801	Brown
10950 N US Hwy 87	Carlsbad	76934	Tom Green
1331 E Main St	Eastland	76448	Eastland
108 S Water St.	Fort Stockton	79735	Pecos
1202 Packinghouse Rd.	Graham	76450	Young
500 S 10th St.	Haskell	79521	Haskell
701 S Bryan Ave	Lamesa	79331	Dawson
3401 N A St.	Midland	79705	Midland
110 W B St.	Monahans	79756	Ward
3016 Kermit Hwy	Odessa	79764	Ector

Address	City	Zip	County
324 Cypress St.	Pecos	79772	Reeves
622 S Oakes	San Angelo	76903	Tom Green
106 NW 2nd St,	Seminole	79360	Gaines
115 W Morris St.	Seymour	76380	Baylor
3409 Snyder Shopping Ctr.	Snyder	79550	Scurry
100 E 3rd St,	Sweetwater	79556	Nolan
1531 Cumberland St	Vernon	76384	Wilbarger
4730 College Dr	Vernon	76385	Wilbarger
1328 Oakhurst Dr	Wichita Falls	76302	Wichita
6515 Kemp Blvd	Wichita Falls	76308	Wichita
925 Lamar St	Wichita Falls	76301	Wichita

Region 02/09 HHSC OWP Office Listing:

Address	City	Zip	County
1900 Pine St	Abilene	79601	Jim Taylor
104 S Park Drive	Brownwood	76801	Brown
200 Andrews Hwy	Midland	79701	Midland
706 N Adams	Odessa	79761	Ector
425 N Sam Houston	Odessa	79761	Ector
206 N Main	San Angelo	76903	Tom Green
1600 11th St	Wichita Falls	76301	Wichita
200 Martin Luther King Blvd	Wichita Falls	76301	Wichita

Region 03 – Metroplex

Counties Serviced: Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, Wise
Facilities Supported: HHSC Field Offices: 38 HHSC OWP Locations: 39

Region 03 HHSC Field Office Listing:

Address	City	Zip	County Name
1540 New York Ave	Arlington	76010	Tarrant
2561 Matlock	Arlington	76015	Tarrant
2220 Forum Drive	Arlington	76010	Tarrant
1205 E Sam Rayburn	Bonham	75418	Fannin
204 Kimberly Dr	Cleburne	76031	Johnson
800 N Main	Corsicana	75110	Navarro
1111 Ledbetter, Ste 400	Dallas	75224	Dallas
2020 N Masters Dr	Dallas	75217	Dallas
1228 E Ledbetter	Dallas	75216	Dallas
5455 Blair Rd	Dallas	75455	Dallas
1010 Cadiz St	Dallas	75215	Dallas
3910 Gaston Ave	Dallas	75246	Dallas
12100 Ford Rd	Dallas	75234	Dallas
2000 W Bus 380	Decatur	76234	Wise
3612 E McKinney St	Denton	76209	Denton
3600 E. McKinney	Denton	76209	Denton
1467 Acton Ave	Duncanville	75137	Dallas
2707 N Kaufman St	Ennis	75119	Ellis
2220 Mall Cir	Fort Worth	76116	Tarrant
7450 John T White	Fort Worth	75120	Tarrant
4733 E Lancaster	Fort Worth	76119	Tarrant
1501 Circle Drive	Fort Worth	76103	Tarrant
1714 Justice Center Blvd	Gainesville	76240	Cooke
214 N Travis St	Granbury	76048	Hood
801 S State Hwy 161	Grand Prairie	75051	Dallas

Address	City	Zip	County Name
2500 Stonewall St	Greenville	75401	Hunt
440 S Nursery Rd	Irving	75060	Dallas
2525 E Hwy 175	Kaufman	75142	Kaufman
901 N McDonald Ste 430	McKinney	75069	Collin
6500 Northwest Dr	Mesquite	75150	Dallas
4113A Hwy 180 E	Mineral Wells	76067	Palo Pinto
550 E 15th St	Plano	75074	Collin
1059 S Sherman St	Richardson	75081	Dallas
1101 Ridge Rd	Rockwall	75087	Rockwall
2001 Loy Lake Rd	Sherman	75090	Grayson
2175 W South Loop	Stephenville	76401	Erath
121 Westgate Dr	Waxahachie	75165	Ellis
1950 Clear Lake Rd	Weatherford	76086	Parker

Region 03 HHSC OWP Office Listing:

Address	City	Zip	County
501 W Main St	Arlington	76010	Tarrant
800 W Randol Mill	Arlington	76012	Tarrant
3301 Matlock Rd	Arlington	76015	Tarrant
1030 W. Arkansas Lane	Arlington	76013	Tarrant
1600 Hospital Pkwy	Bedford	76022	Tarrant
201 Walls Dr	Cleburne	76033	Johnson
3201 W Hwy 22	Corsicana	75110	Navarro
3600 Gaston Ave	Dallas	75246	Dallas
9440 Poppy Dr	Dallas	75218	Dallas
5201 Harry Hines Blvd	Dallas	75235	Dallas
7777 Forest Ln	Dallas	75230	Dallas
6201 Harry Hines Blvd	Dallas	75235	Dallas
8210 Walnut Hill Ln	Dallas	75231	Dallas
1441 N Beckley	Dallas	75203	Dallas
9202 Elam Rd	Dallas	75217	Dallas
2428 Bahama Dr	Dallas	75211	Dallas
8224 Park Ln	Dallas	75232	Dallas
1935 Medical District Dr	Dallas	75235	Dallas
4201 Brook Spring Dr	Dallas	75224	Dallas
6300 Harry Hines Blvd	Dallas	75235	Dallas
4600 Scyene Rd	Dallas	75210	Dallas
3111 Sylvan Ave.	Dallas	75212	Dallas

Address	City	Zip	County
3505 Buckner Blvd	Dallas	75227	Dallas
222 Welborn St	Dallas	75219	Dallas
3000 N Interstate 35	Denton	76201	Denton
2244 Brinker Rd.	Denton	76208	Denton
901 7th Ave	Fort Worth	76104	Tarrant
1301 Pennsylvania Ave	Fort Worth	76104	Tarrant
1400 8th Ave	Fort Worth	76104	Tarrant
424 S Adams St	Fort Worth	76104	Tarrant
1300 S. University Dr.	Fort Worth	76107	Tarrant
802 Hopkins	Garland	75040	Dallas
4215 Joe Ramsey Blvd	Greenville	75401	Hunt
2712 N. Hurstview	Hurst	76054	Tarrant
1850 W Pleasant Run Rd	Lancaster	75146	Dallas
500 W Main St	Lewisville	75057	Denton
4500 Medical Center Dr	McKinney	75069	Collin
3900 W 15th St	Plano	75075	Collin
7601 Preston Rd	Plano	75024	Collin

Region 4 – North East Texas

Counties Serviced: Anderson, Bowie, Camp, Cass, Cherokee, Delta, Franklin, Gregg, Harrison, Henderson, Hopkins, Lamar, Marion, Morris, Panola, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt, Wood
Facilities Supported: HHSC Field Offices: 27 HHSC OWP Locations: 19 DSHS State Hospital: 1

Region 04 HHSC Field Office Listing:

Address	City	Zip	County
101 W. Baker	Athens	75751	Henderson
305 E Thomas St	Atlanta	75551	Cass
400 E Highway 243, #11	Canton	75103	Van Zandt
1430 S Adams	Carthage	75633	Panola
308 N Cedar St	Clarksville	75426	Red River
603 Ward St	Daingerfield	75638	Morris
324 Yapaco St	Gilmer	75644	Upshur
700 Zeid Blvd	Henderson	75652	Rusk
502 E Pine St	Jacksonville	75766	Cherokee
213 Hwy 8 North	Linden	75563	Cass
1750 N Eastman Rd	Longview	75601	Gregg
4105 Victory Drive	Marshall	75672	Harrison
714 Greenville Hwy	Mineola	75773	Wood
303 E 11th St	Mt. Pleasant	75455	Titus
1014 N Jefferson	Mt. Pleasant	75455	Titus
606 Interstate 30 West	Mt. Vernon	75457	Franklin
501 Hospital Dr.	New Boston	75570	Bowie
330 E Spring St #D	Palestine	75801	Anderson
1460 19th St NW	Paris	75460	Lamar
211 Mill St	Pittsburg	75686	Camp
305 Wright St	Quitman	75783	Wood
220 W 1st St	Rusk	75785	Cherokee
1400 College St #111	Sulphur Springs	75482	Hopkins
3103 Summerhill Rd	Texarkana	75503	Bowie
3150 Robertson Rd	Tyler	75701	Smith

Address	City	Zip	County
3303 Mineola Hwy	Tyler	75702	Smith
302 East Rieck Rd	Tyler	75703	Smith

Region 04 HHSC OWP Office Listing:

Address	City	Zip	County
Longview Regional Hosp. 2901 N. 4th St.	Longview	75605	Gregg
Good Shepherd Med Center 621 N. 4th St.	Longview	75601	Gregg
Wellness Pointe Clinic 1107 E. Marshall	Longview	75606	Gregg
Special Health 402 N 7th St	Longview	75601	Gregg
Good Shepherd Hospital 811 S. Washington	Marshall	75670	Harrison
Genisis Prime 620 S Grove Ste 105	Marshall	75670	Harrison
Titus Regional Medical Center 2001 N Jefferson	Mt. Pleasant	75455	Titus
Palestine Regional Med Center 2900 S. Loop 256	Palestine	75801	Anderson
Paris Regional Med Center 865 DeShong	Paris	75460	Lamar
Wadley Regional Med Center 1000 Pine	Texarkana	75501	Bowie
DSHS Rusk State Hospital (limited support) 805 N Dickinson Dr (Purchasing, Warehouse and Construction Site Contract Manager)	Rusk	75785	Cherokee
St. Michael's Hospital 2600 St. Michael Drive	Texarkana	75503	Bowie
Genesis Prime Care 1400 College Dr #204	Texarkana	75503	Bowie
Christus Trinity Mother Frances (TMF) Hospital 800 E Dawson	Tyler	75701	Smith
TMF Family Care Pediatrics 2990 North Broadway	Tyler	75702	Smith
UT Health Center North East 11937 US Hwy 271	Tyler	75708	Smith

Address	City	Zip	County
UT Health (formerly East Texas Medical Center 1000 S. Beckham Ave	Tyler	75701	Smith
TMF Family Care Center 928 N. Glenwood	Tyler	75702	Smith
Family Circle of Care 214 E Houston St	Tyler	75701	Smith
UT Health Admin 1417 S Beckham Ave	Tyler	75701	Smith

Region 5 – Beaumont

Counties Serviced: Angelina, Hardin, Houston, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler
Facilities Supported: HHSC Field Offices: 18 HHSC OWP Locations: 11

Region 5 HHSC Field Office Listing:

Address	City	Zip	County
350 Pine	Beaumont	77701	Jefferson
3105 Executive	Beaumont	77705	Jefferson
1090 S 4th Street	Beaumont	77705	Jefferson
912 Nacogdoches Street	Center	75935	Shelby
1 State Highway 150	Coldspring	77331	San Jacinto
111 NW Loop 304	Crockett	75835	Houston
2015 Worth Street	Hemphill	75948	Sabine
928 Marvin Hancock Drive	Jasper	75951	Jasper
314 N Herndon	Kirbyville	75956	Jasper
1225 W Church Street	Livingston	77351	Polk
1210 S Chestnut	Lufkin	75901	Angelina
2614 NW Stallings	Nacogdoches	75964	Nacogdoches
2027 N Stallings, Suite C	Nacogdoches	75964	Nacogdoches
2222 Gloria Drive	Orange	77630	Orange
4200 Jimmy Johnson Blvd	Port Arthur	77642	Jefferson
1215 Highway 327 E	Silsbee	77656	Hardin
832 South Robb	Trinity	75862	Trinity
930 N Magnolia	Woodville	75979	Tyler

Region 5 HHSC OWP Office Listing:

Address	City	Zip	County
2830 Calder	Beaumont	77702	Jefferson
3080 College	Beaumont	77701	Jefferson
195 N. 11th St,	Beaumont	77701	Jefferson
1275 Marvin Hancock Drive	Jasper	75951	Jasper
1717 Highway 59 Loop N	Livingston	77351	Polk
1201 W Frank	Lufkin	75904	Angelina
209 Gaslight	Lufkin	75904	Angelina
4920 NE Stallings	Nacogdoches	75965	Nacogdoches
1204 Mound	Nacogdoches	75961	Nacogdoches
4848 NE Stallings	Nacogdoches	75965	Nacogdoches
2555 Jimmy Johnson Blvd	Port Arthur	77640	Jefferson

Region 6 – Gulf Coast

Counties Serviced: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, Wharton.
Facilities Supported: HHSC Field Offices: 41 HHSC OWP Locations: 45

Region 06 HHSC Field Office Listing:

Address	City	Zip	County
3403 Mustang	Alvin	77511	Brazoria
204 N. Texas Avenue	Anahuac	77514	Chambers
1700 Merlin	Bay City	77414	Matagorda
1300 S. Hwy 146	Baytown	77520	Harris
602 E Hacienda St	Bellville	77418	Austin
1819 E. Houston	Cleveland	77327	Liberty
1220 Bowie Street	Columbus	78934	Colorado
608 N Loop 336 East	Conroe	77301	Montgomery
6500 N. Main (FM 2100)	Crosby	77532	Harris
215 Tanglewood	Dickinson	77539	Galveston
123 Rosenberg	Galveston	77550	Galveston
926 6th Street	Hempstead	77445	Waller
10060 Fuqua	Houston	77089	Harris
10103 Fondren - 5th floor	Houston	77096	Harris
10200 1-10 East	Houston	77029	Harris
10202 1-10 East	Houston	77029	Harris
1318/1320 E. 40th Warehouse	Houston	77022	Harris
1330/1332 E 40th	Houston	77022	Harris
13638 Buffalo Speedway	Houston	77045	Harris
1415 Little York "add space"	Houston	77093	Harris
1421 Little York	Houston	77093	Harris
1425 East 40th	Houston	77022	Harris

Address	City	Zip	County
1457/1459 E 40th (Bjst / CCC)	Houston	77022	Harris
2110 Telephone Road	Houston	77023	Harris
2133 Highway 6 South, Suite 100	Houston	77077	Harris
220 Meadowfern Dr	Houston	77067	Harris
3 Northpoint	Houston	77060	Harris
3880 North Freeway	Houston	77022	Harris
5425 Polk (Rtc)	Houston	77023	Harris
6124 Scott Street	Houston	77021	Harris
8511 N. Houston Rosslyn	Houston	77088	Harris
9450 Harwin	Houston	77036	Harris
9460 Harwin	Houston	77036	Harris
2507 Lake Road	Huntsville	77340	Walker
489 This Way Street	Lake Jackson	77566	Brazoria
1405 Monta	Liberty	77575	Liberty
810 Preston Road	Pasadena	77503	Harris
117 Lane Dr.	Rosenberg	77471	Fort bend
2000 Texas Avenue	Texas City	77590	Galveston
29250 Tomball Parkway	Tomball	77375	Harris
404 N Alabama	Wharton	77488	Wharton

Region 06 HHSC OWP Office Listing:

Address	City	Zip	County
1108 E Mulberry	Angleton	77515	Brazoria
101 Ave F North	Bay City	77414	Matagorda
600 Hospital Circle	Bay City	77414	Matagorda
504 Medical Center Blvd	Conroe	77304	Montgomery
605 S Conroe Medical Dr	Conroe	77304	Montgomery
7777 Westgreen Blvd	Cypress	77433	Harris
3828 Hughes Ct	Dickinson	77539	Galveston
301 University Blvd Rte 0309	Galveston	77555	Galveston
11800 Astoria Blvd	Houston	77089	Harris
12141 Richmond Ave	Houston	77082	Harris
1401 St Joseph Pkwy	Houston	77002	Harris
1504 Taub Loop	Houston	77030	Harris
1635 N Loop West	Houston	77008	Harris

Address	City	Zip	County
18220 Tomball Pkwy	Houston	77070	Harris
424 Hahlo St	Houston	77020	Harris
510 W Tidwell Rd	Houston	77091	Harris
5300 W Sam Houston Pwky N	Houston	77041	Harris
5656 Kelley	Houston	77026	Harris
6201 Bonhomme Rd	Houston	77036	Harris
6411 Fannin	Houston	77030	Harris
6560 Fannin	Houston	77030	Harris
6621 Fannin	Houston	77030	Harris
6720 Bertner St	Houston	77030	Harris
7001 Corporate Dr	Houston	77036	Harris
710 Cypress Creek Pkwy	Houston	77090	Harris
740 Gulfgate Center Mall	Houston	77087	Harris
7600 Beechnut	Houston	77074	Harris
7600 Fannin St	Houston	77054	Harris
8901 Boone Rd No B	Houston	77099	Harris
921 Gessner Rd	Houston	77024	Harris
18951 N Memorial Dr	Humble	77338	Harris
1525 Tull Dr	Katy	77449	Harris
23900 Katy Fwy	Katy	77494	Harris
22999 Hwy 59 North	Kingwood	77339	Harris
100 Medical Dr	Lake Jackson	77566	Brazoria
3737 Red Bluff Rd	Pasadena	77503	Harris
4000 Spencer Hwy	Pasadena	77504	Harris
1705 Jackson St	Richmond	77469	Fort Bend
22003 Southwest Fwy	Richmond	77469	Fort Bend
14823 Southwest Fwy	Sugar Land	77478	Fort Bend
17500 W Grand Pkwy S	Sugar Land	77469	Fort Bend
6801 Emmett F Lowry Expwy	Texas City	77591	Galveston
9250 Pinecroft Dr	Woodlands	77380	Montgomery
605 Holderrieth	Tomball	77375	Harris
500 Medical Center Blvd	Webster	77598	Harris

Region 7 – Central Texas

Counties Serviced: Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Robertson, San Saba, Travis, Washington, Williamson
Facilities Supported: HHSC Field Offices: 43 HHSC OWP Locations: 26

Region 07 HHSC Field Office Listing:

Address	City	Zip	County
10205 N. Lamar	Austin	78758	Travis
14000 Summit Dr. Suite 400	Austin	78728	Travis
1104 Buchanan	Burnet	78611	Burnet
4501 S. General Bruce,	Temple	76502	Bell
6400 Highway 290 East	Austin	78752	Travis
5451 N. Ih-35 Suite D	Austin	78723	Travis
4616 Howard Lane Ste 120 , Ras Hq	Austin	78728	Travis
9011 Tuscany Way Ste 400, Ras Warehouse	Austin	78723	Travis
6400 Hwy 290 East Ste. 100 TRNG Cntr And IT HQ	AUSTIN	78723	Travis
724 Eberhart Lane	Austin	78745	Travis
10205 N. Lamar	Austin	78758	Travis
1601 Rutherford Lane	Austin	78754	Travis
3809 Loop 150 East	Bastrop	78602	Bastrop
2505 Stone Hollow	Brenham	77833	Washington
3000 E Villa Maria	Bryan	77803	Brazos
201 Lafferty Ave	Cameron	76520	Milam
623 W. St. Mary	Centerville	75833	Leon
317 Casa	Copperas Cove	76522	Lampasas
218 S Main	Elgin	78621	Bastrop
1409-A E Main	Gatesville	76528	Washington
2500 N. Austin Ave	Georgetown	78626	Williamson
2020 N. Main	Giddings	78642	Brazos
103 Park Hill	Hamilton	76531	Brazos

Address	City	Zip	County
101 Cedar	Hearne	77859	Travis
605 S Ivy	Hillsboro	76645	Hill
315 E Avenue 'D'	Killeen	76541	Mclennan
228 N Main	La Grange	78945	Fayette
204 Riverview	Lampasas	76550	Lampasas
100 Legend Hills Blvd Ste B-1	Llano	78643	Llano
1403 F Blackjack St.	Lockhart	78644	Caldwell
1608 E. Main Ste 105	Madisonville	77864	Madison
1406 Resource Pkwy	Marble Falls	78654	Burnet
217 Williams	Marlin	76661	Falls
401 S Hill	Meridian	76665	Bosque
939 Industrial Blvd.	Mexia	76667	Limestone
513 N La Salle	Navasota	77868	Grimes
1101 E. Old Settlers Blvd	Round Rock	78664	Williamson
1901 Dutton Dr Ste C	San Marcos	78666	Hays
421 E Wallace	San Saba	76877	San Saba
301 Highland	Taylor	76574	Williamson
4501 S. General Bruce	Temple	76502	Bell
612 Austin Ave	Waco	76701	Mclennan
801 Austin Ave	Waco	76701	Mclennan

Region 07 HHSC OWP Office Listing:

Address	City	Zip	County
4900 Mueller Blvd, Dell Childrens Hospital	Austin	78723	Travis
12221 N. Mopac Expswy , No. Austin Medical Center	Austin	78758	Travis
11113 Research Blvd Seton Northwest Hospital	Austin	78759	Travis
901 W. Ben White Blvd. , South Austin Hospital	Austin	78704	Travis
900 E. 30th, St. David's Hospital	Austin	78705	Travis
3400 Bellmead Dr, Bellmead Community Clinic	Bellmead	76705	McLennan
3370 S. Texas Ave Ste B Bellmead Community Clinic	Bryan	77803	Brazos
2801 Franciscan Dr. St. Joseph's Health Center	Bryan	77802	Brazos
1604 Rock Prarie Rd, College Station Med Ctr	College Station	77842	Brazos

Address	City	Zip	County
2000 Scenic Drive, Georgetown Hospital	Georgetown	78626	Williamson
910 E. Pierson St. Rm 30, Hamilton Health Care	Hamilton	76531	Hamilton
2201 Clear Creek Rd., Metroplex Hospital	Killeen	76542	Bell
5700 E. Central Expressway, Rosewood Rancier Nurs. Center	Killeen	76543	Bell
500 S. Johnson Drive, Heart of Tx. Family Practice	Mcgregor	76657	McLennan
2400 Round Rock Ave., Round Rock Medical Ctr	Round Rock	78681	Williamson
1301 Wonder World Dr Central Texas Med Center	San Marcos	78666	Hays
2401 S 31st Ste C., Scott & White Clinic	Temple	76508	Bell
1802 S. 31st., Wellington Place Living & Rehab Center	Temple	76501	Bell
1800 Gurley Lane, 18th Street Community Clinic	Waco	76706	McLennan
1400 E. Lake Shore Drive, Crestview Healthcare Residence	Waco	76708	McLennan
609 Elm Street Elm Avenue Community Clinic	Waco	76704	McLennan
1600 Providence Drive Heart of Tx Community Health Center	Waco	76707	McLennan
100 Hillcrest Medical Blvd Hillcrest Medical Center	Waco	76712	McLennan
2320 W. Lake Shore Drive, Lake Shore Villages Nursing Home	Waco	76708	McLennan
6901 Medical Parkway, Providence Hospital	Waco	76712	McLennan
2600 E. MLK Jr, AUSTIN-Shivers Cancer Center	Austin	78702	Travis

Region 8 – Upper South-Central Texas

Counties Serviced: Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson Golden Crescent Area: Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Victoria, Dimmit, Edwards, Kinney, La Salle, Maverick, Real, Uvalde, Val Verde, Zavala
Facilities Supported: HHSC Field Offices: 28 HHSC OWP Locations: 37

Region 08 HHSC Field Office Listing:

Address	City	Zip	County
3300 Nacogdoches Rd.	San Antonio	78217	Bexar
11307 Roszell	San Antonio	78217	Bexar
2534 Castroville Rd.	San Antonio	78237	Bexar
905 Pleasanton Rd.	San Antonio	78214	Bexar
3411 Horal St.	San Antonio	78227	Bexar
1011 Ada St.	San Antonio	78223	Bexar
3635 S.E. Military Dr.	San Antonio	78223	Bexar
819 Water St.	Kerrville	78028	Kerr
112 Joe Carper Dr.	Uvalde	78801	Uvalde
1306 Jiffy Blvd.	Jourdanton	78026	Atascosa
1593 S. Veterans Blvd.	Eagle Pass	78852	Maverick
1607 Common St.	New Braunfels	78130	Comal
410 Carter	Hondo	78861	Medina
314 S. Saunders St.	Seguin	78155	Guadalupe
173 Wildcat Dr.	Del Rio	78840	Val Verde
102 Windy Meadows Dr.	Schertz	78154	Bexar, Guadalupe, Comal
1904 N Llano St.	Fredericksburg	78624	Gillespie
702 Buck Creek Dr.	Bandera	78003	Bandera
216 Market Ave, Ste. 100	Boerne	78006	Kendall
1600 Sarah Dewitt Ste. 200	Gonzales	78629	Gonzales
1009 N. Oak	Pearsall	78061	Frio
1616 Veterans Ave.	Crystal City	78839	Zavala
310 Paloma	Floresville	78114	Wilson

Address	City	Zip	County
2306 Leary Lane	Victoria	77901	Victoria
436 S. Hwy 35 Bypass	Port Lavaca	77979	Calhoun
106 E French St.	Cuero	77954	Dewitt
417 S. Panna Maria Ave.	Karnes City	78118	Karnes
1309 E. Cemetery Rd.	Hallettsville	77964	Lavaca

Region 08 HHSC OWP Office Listing:

Address	City	Zip	County
111 Dallas St.	San Antonio	78205	Bexar
8811 Village Dr.	San Antonio	78217	Bexar
7930 Floyd Curl Dr.	San Antonio	78258	Bexar
1102 Barclay	San Antonio	78207	Bexar
3066 E. Commerce	San Antonio	78220	Bexar
6601 Blanco Rd.	San Antonio	78213	Bexar
4502 Medical Dr.	San Antonio	78229	Bexar
6315 S. Zarzamora	San Antonio	78211	Bexar
3750 Commercial Ave.	San Antonio	78221	Bexar
1390 E. Bitters Rd.	San Antonio	78216	Bexar
137 S.W. Military Dr.	San Antonio	78221	Bexar
7700 Floyd Curl Dr.	San Antonio	78229	Bexar
1310 McCullough	San Antonio	78212	Bexar
333 Santa Rosa	San Antonio	78207	Bexar
11212 State Highway 151	San Antonio	78251	Bexar
4302 E. Southcross	San Antonio	78222	Bexar
2317 S.W. Military Dr.	San Antonio	78224	Bexar
7400 Barlite	San Antonio	78224	Bexar
6812 Bandera Rd.	San Antonio	78238	Bexar
8800 Fourwinds Dr.	San Antonio	78239	Bexar
527 N. Leona	San Antonio	78207	Bexar
506 E. San Antonio St.	Victoria	77902	Victoria
101 W. Goodwin Ste. 600	Victoria	77901	Victoria
115 Medical	Victoria	77904	Victoria
704 Hospital Dr.	Carrizo Springs	78834	Zavala
3333 N. Foster Maldonado Blvd.	Eagle Pass	78526	Maverick
2525 Veterans Blvd.	Eagle Pass	78852	Maverick
200 S. IH-35	Pearsall	78061	Frio
1110 Sarah Dewitt Dr.	Gonzales	78629	Gonzales

Address	City	Zip	County
1215 E. Court	Seguin	78155	Guadalupe
1020 Hwy 16 South	Fredericksburg	78624	Gillespie
1440 River Road	Boerne	78006	Kendall
600 N. Union	New Braunfels	78130	Comal
1905 Highway 97 East	Jourdanton	78026	Atascosa
1025 Garner Field Rd.	Uvalde	78801	Uvalde
801 Bedell Ave.	Del Rio	78840	Val Verde
308 S. Cesar Chavez Blvd.	Crystal City	78840	Zavala

Region 10 – El Paso

Counties Serviced: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster
Facilities Supported: HHSC Field Offices: 17 HHSC OWP Locations: 11

Region 10 HHSC Field Office Listing:

Address	City	Zip	County
401 E. Franklin	El Paso	79901	El Paso
215 Padres	El Paso	79907	El Paso
9206 McCombs	El Paso	79924	El Paso
7904 Alameda	El Paso	79915	El Paso
7400 Diana	El Paso	79904	El Paso
5150 El Paso Drive	El Paso	79905	El Paso
7920 Alameda	El Paso	79915	El Paso
11295 Edgemere	El Paso	79936	El Paso
2300 E. Yandell	El Paso	79903	El Paso
1314 Lomaland	El Paso	79935	El Paso
10640 North Loop	Socorro	79927	El Paso
101 N. Mesa	Marfa	79843	Presidio
500 W. Avenue H	Alpine	79831	Brewster
206 S.E. 8th Street	Fabens	79838	El Paso
Hwy 67 at Louvain	Presidio	79845	Presidio
704A W. Broadway	Van Horn	79835	Culberson
6621 Doniphan	Canutillo	79835	El Paso

Region 10 HHSC OWP Office Listing:

Address	City	Zip	County
300 S. Zaragoza	El Paso	79907	El Paso
4815 Alameda	El Paso	79905	El Paso
10301 Gateway West	El Paso	79925	El Paso
721 S. Ochoa	El Paso	79901	El Paso
8899 Alameda	El Paso	79907	El Paso
3280 Joe Battle	El Paso	79938	El Paso
1801 N. Oregon	El Paso	79902	El Paso
2001 N. Oregon	El Paso	79902	El Paso
1625 Medical Center	El Paso	79902	El Paso
17001 N. Oregon	El Paso	79903	El Paso
2300 McKinley	El Paso	79930	El Paso

Region 11 – South Texas

Counties Serviced: Hidalgo, Cameron, Willacy, Star, Zapata, Web, Brooks, Jim Wells, Nueces, Kleberg, San Patricio, Refugio, Aransas
Facilities Supported: HHSC Field Offices: 31 HHSC OWP Locations: 28

Region 11 HHSC Field Office Listing:

Address	City	Zip	County
1001 W State Hwy 495	Alamo	78516	Hidalgo
408 N Flournoy	Alice	78332	Jim Wells
524 S Commercial	Aransas Pass	78336	San Patricio
1770 W Corpus Christi St.	Beeville	78104	Bee
1000 W Price Rd	Brownsville	78520	Cameron
290 Mexico Blvd	Brownsville	78520	Cameron
4410 Dillon Lane, Ste 28	Corpus Christi	78415	Nueces
5155 Flynn Parkway	Corpus Christi	78411	Nueces
2520 N Closner	Edinburg	78541	Hidalgo
2520 S Veterans Blvd	Edinburg	78539	Hidalgo
2412 E Richardson	Edinburg	78539	Hidalgo
848 Palm Dr. Ste A	Elsa	78543	Hidalgo
1200 E Hwy 285	Falfurrias	78355	Brooks
801 N 13th Ste 19	Harlingen	78550	Cameron
3625 W Bus. Hwy 83	Harlingen	78552	Cameron
100 W King	Kingsville	78363	Kleberg
1500 N Arkansas St	Laredo	78043	Webb
500 E Mann Road	Laredo	78041	Webb
4501 W Bus Hwy 83	McAllen	78501	Hidalgo
202 W 2nd St	Mercedes	78570	Hidalgo
4015 N Conway	Mission	78573	Hidalgo
1503 W Polk St	Pharr	78577	Hidalgo
174 S 13th St	Raymondville	78580	Willacy
2538 Central Palm Dr.	Rio Grande City	78582	Starr
2542 Central Palm Dr.	Rio Grande City	78582	Starr
1470 E Hwy 44	Robstown	78380	Nueces
1630 W Hwy 77	San Benito	78586	Cameron
1115 E Sinton St	Sinton	78387	San Patricio

Address	City	Zip	County
3412 E Moreland	Weslaco	78596	Hidalgo
510 S Texas Blvd	Weslaco	78596	Hidalgo
1305 Kennedy St	Zapata	78076	Zapata

Region 11 HHSC OWP Office Listing:

Address	City	Zip	County
2500 E Main St	Alice	78332	Jim Wells
100A E Alton Gloor	Brownsville	78526	Cameron
1040 W Jefferson St	Brownsville	78520	Cameron
191 E Price Rd	Brownsville	78521	Cameron
105 E Alton Gloor	Brownsville	78526	Cameron
202 Fortune Dr.	Corpus Christi	78405	Nueces
2606 Hospital Blvd	Corpus Christi	78405	Nueces
3533 S Alameda	Corpus Christi	78411	Nueces
7101 South Padre Island Dr.	Corpus Christi	78412	Nueces
1102 W Trenton Rd	Edinburg	78539	Hidalgo
5501 S McColl Rd	Edinburg	78539	Hidalgo
1706 Treasure Hills Blvd	Harlingen	78550	Cameron
2101 Pease Street	Harlingen	78550	Cameron
5501 S Expressway 83/77	Harlingen	78550	Cameron
10700 McPherson Rd	Laredo	78045	Webb
1100 Galveston	Laredo	78040	Webb
1515 Pappas St	Laredo	78041	Webb
1700 E Saunders	Laredo	78041	Webb
2007 S Zapata Hwy	Laredo	78046	Webb
2600 Cedar Ave	Laredo	78040	Webb
101 E Ridge Rd	McAllen	78503	Hidalgo
1301 E Quebec Ave	McAllen	78503	Hidalgo
301 W Exp. 83	McAllen	78503	Hidalgo
3201 N Ware Rd	McAllen	78501	Hidalgo
906 S Bryan Rd, Suite 100	Mission	78572	Hidalgo
131 FM 3168	Raymondville	78580	Willacy
801 W First St	San Juan	78589	Hidalgo
1401 E 8th St	Weslaco	78596	Hidalgo

Region 12 - Customer Care Centers

Counties Serviced: Henderson, Travis, Bexar, Hidalgo, (Serves all of Texas)
Facilities Supported: HHSC Field Offices: 1 Respondent Office Locations: 4

HHSC Office Locations:

Address	City	ZIP	County
11711 N IH 35	San Antonio	78233	Bexar

Maximus Respondent Office Locations:

Address	City	ZIP	County
3501 Ed Bluestein, Austin	Austin	78721	Travis
891 W. Corsicana Athens	Athens	75751	Henderson
1925 E. Iowa Road Edinburg	Edinburg	78542	Hidalgo
11711 N IH 35	San Antonio	78233	Bexar

Image API (Document Processing Center):

Address	City	ZIP	County
2100 Kramer Ln., Suite 700	Austin	78758	Travis

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", "Destruction", for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi**.** The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

_____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with_____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _____	**NAME:**_____
TITLE: _____	**TITLE:**_____
DATE _____, **201 .**	**DATE:**_____

Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

EXHIBIT I: EXCEPTIONS (NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE SECTION 3.6.4)

No exception -- nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation -- will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")

CONTRACT AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor'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 Contract and any related Solicitation.
2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Contractor understands that HHSC 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 Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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. Contractor 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 Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
6. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Contractor that differ in any manner from HHSC’s terms and conditions, if any, are rejected unless expressly accepted by HHSC in writing.
7. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.

9. Contractor 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 Contract or any related Solicitation, or related Solicitation Response.

10. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. 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 Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation 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.

13. Contractor 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 Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Contractor 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.

15. Contractor 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.

16. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor 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 this 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.

17. Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Contractor 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.

19. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related 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).

21. Contractor 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.

22. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Contractor 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, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) 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.

24. If this Contract is for the purchase or lease of computer equipment, then Contractor 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.

25. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

26. Contractor 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.

27. Contractor 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 Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

28. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.

29. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

30. Contractor understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

31. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

32. Contractor 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 Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor 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 Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

33. 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 this Contract to determine the eligibility of:

    (a) all persons employed by Contractor to perform duties within Texas; and

    (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

34. If this Contract is 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, Contractor represents and warrants that neither Contractor nor any of Contractor'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.

35. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

36. If this Contract is for consulting services,

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

(1) Name of individual(s) (Respondent or employee(s));
(2) Status;
(3) The nature of the previous employment with HHSC or the other State of Texas agency;
(4) The date the employment was terminated and the reason for the termination; and
(5) The annual rate of compensation for the employment at the time of its termination.

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

37. 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:

_____
_____
_____.

38. Contractor 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. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

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

_____
_____
_____.

40. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

41. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. Contractor 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 this Contract.

43. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

44. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

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

Legal Name of Contractor: _____

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

Exhibit L-Insurance

Contractor shall maintain at its own cost and expense, in full force and effect during performance of the Services, the following insurance coverages:

(a) **Worker's Compensation** with statutory limits pursuant to state of hire;

(b) **Employers Liability**, with a minimum $1,000,000 limit of liability per accident for bodily injury; $1,000,000 per employee for bodily injury by disease and $1,000,000 policy limit for bodily injury by disease

(c) **Commercial General Liability**, including Contractual Liability coverage, with the following minimum limits of liability:

- $2,000,000 per occurrence for Bodily Injury and Property Damage, Personal and Advertising Injury; and

- $4,000,000 General Aggregate;

-$2,000,000 Products and Completed Operations Aggregate

- $5,000 Medical Expense Each person

- $50,000 Damage to Premises Rented to You; and Coverage shall be on an "occurrence" basis

(d) Automobile Liability, with a minimum combined single limit of liability of $1,000,000/accident covering all owned, non-owned and hired vehicles;

(e) **Umbrella Liability Insurance**. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. $10,000,000 Each Claim / $10,000,000 Aggregate

(f) Professional Liability in the minimum amount of $2,000,000 per claim, covering wrongful acts in the performance of professional business services resulting in economic loss; and Privacy Injury/Network Security ("Cyber") Liability insurance within its Professional/Errors and Omissions Liability program in a minimum amount of $5,000,000 per claim and annually in the aggregate for Contractor's legal liability resulting from wrongful acts in performance of its professional business services, including coverage for unauthorized access, unauthorized use, receipt or transmission of malicious code, computer attack or denial of service attack which:

1. Alters, copies, misappropriates, corrupts, destroys,

disrupts, deletes, damages or prevents, or hinders access to, a computer system;

2. Results in the disclosure of private or confidential information stored on a computer system; or

3. Results in identity theft whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted or generally distributed, and regardless of whether the perpetrator is motivated for profit.

Such Cyber Liability insurance further includes:

1. Unauthorized disclosure of private information or failure to protect private information from any actual or potential misappropriation; and

2. Such actual failure and inability above, resulting from the theft of a password or access code by non-electronic means in direct violation of written security policies or procedures.

Policies must include the following clauses, as applicable:

A) This insurance shall not be canceled, materially changed, or nonrenewed except after thirty (30) days written notice has been given to System Agency.

B) It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency.

C) System Agency, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

D) A waiver of subrogation in favor of System Agency shall be provided in all policies.

E) Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own

expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. System Agency shall be entitled, upon request and without expense, to receive copies of these certificates.

EXHIBIT M - PRICING SCHEDULE

In its Solicitation Response, Respondent must submit this Price Sheet to reflect all costs associated with providing the Services as described within this SOW. All costs shall include all time and travel related expenses. All costs shall be firm-fixed costs. HHSC shall not prepay any amounts.

Respondent shall provide separate pricing for optional services it proposes in its Offer. Respondent must provide all information requested, itemizing the cost associated with each optional service. Insert additional tables for each optional service as appropriate.

THIS FORM MUST BE SUBMITTED WITH OFFER

Services/Deliverables Description	Deliverables Cost $/HR	NTE Out Year Rates $/HR
Deliverable 1 Contract Transition Plan (TBD) Ref: SOW, Section 2.1.9	$	
Information Technology Customer Service Help Desk Systems Support Specialist III (Consolidated Help Desk) (Exhibit D, Job Descriptions)	$	
Information Technology Customer Service Help Desk Systems Support Specialist III (DFPS Help Desk) (Exhibit D, Job Descriptions)	$	
Information Technology Customer Service Help Desk Systems Support Specialist III (TIERS/IEE Level 1 Help Desk) (Exhibit Job Descriptions)	$	
Information Technology Desk-side Support Services Network Troubleshooting Analyst II (Exhibit D, Job Descriptions)	$	
Information Technology Desk-side Support Services Network Troubleshooting Analyst II-Team Lead (Exhibit D, Job Descriptions)	$	
Information Technology Service Desk Manager (Exhibit D, Job Descriptions)	$	
TOTAL COST	$	

TEXAS
Health and Human Services

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

Table of Contents

1. HHSC APPROVAL OF STAFFING 2
2. TURNOVER PLAN 2
3. TURNOVER ASSISTANCE 2
4. DISCOUNTS 2
5. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS 3
6. NOTICE OF IRS OR TWC INSOLVENCY 3

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 Provisons and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC 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 HHSC 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 HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

2. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and

ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

3. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

4. DISCOUNTS

If Contractor at any time during the term of the Contract provides a discount on the final contract costs, Contractor will notify HHSC in writing at least ten (10) calendar days prior to the effective date of the discount. HHSC will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

5. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Contractor shall immediately report in writing to its assigned HHSC 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.

6. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned HHSC 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.

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Texas Health and Human Services
Information Security and Privacy Requirements

Standards and Regulations:
Contractors are required to comply with HHS Information Security and Privacy requirements in order to maintain a business relationship with Texas HHS. Accordingly, contractors are required to adhere to all applicable standards and regulations (and their associated security controls) to include state laws, federal laws, executive orders, policies, regulations, standards, and guidance.

Standards and Regulations that Apply to this Contract:
Based on data types that are accessed, created, disclosed, received, transmitted, maintained, or stored within Information System(s) of this contract the following standards and regulations apply:

Texas HHS Requirements:
The contractor is responsible for implementing the **HHS MODERATE** (NIST SP 800-53R4 MODERATE equivalent) security baseline and the found in the IS-Controls.

- Information Security Controls (IS-Controls)
- Information Security Risk Assessment Monitoring Process (IS-RAMP)
- Security and Privacy Inquiry (SPI)

State and Federal Requirements:
The contractor is additionally responsible for implementing following state and federal standards and regulations:

- Texas Department of Information Resources (DIR) Security Control Standards Catalog

Contract Monitoring:
Contractors are required to fulfill HHS monitoring requirements for continuing compliance as outlined in the IS-RAMP.

Required Information Security & Privacy Controls that Apply to this Contract:
Table 1 below is a list of required security controls mandated by the applicable state and federal regulations listed above. The contractor is

required to implement the following list of Information Security and Privacy controls unless there exists a documented agreement that establishes Texas Health and Human Services 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 regulations.

If more than one applicable Standard and/or Regulation requires the same Information Security and Privacy control, then the contractor must implement the most restrictive requirements for the specified control.

Table 1: Information Security & Privacy Controls Minimum Baseline that apply to this Contract

Control ID	Control Name
AC-01	ACCESS CONTROL POLICY AND PROCEDURES
AC-02	ACCOUNT MANAGEMENT
AC-02(01)	AUTOMATED SYSTEM ACCOUNT MANAGEMENT
AC-02(02)	REMOVAL OF TEMPORARY / EMERGENCY ACCOUNTS
AC-02(03)	DISABLE INACTIVE ACCOUNTS
AC-02(04)	AUTOMATED AUDIT ACTIONS
AC-03	ACCESS ENFORCEMENT
AC-04	INFORMATION FLOW ENFORCEMENT
AC-05	SEPARATION OF DUTIES
AC-06	LEAST PRIVILEGE
AC-06(01)	AUTHORIZE ACCESS TO SECURITY FUNCTIONS
AC-06(02)	NON-PRIVILEGED ACCESS FOR NONSECURITY FUNCTIONS
AC-06(05)	PRIVILEGED ACCOUNTS
AC-06(09)	AUDITING USE OF PRIVILEGED FUNCTIONS
AC-06(10)	PROHIBIT NON-PRIVILEGED USERS FROM EXECUTING PRIVILEGED FUNCTIONS
AC-07	UNSUCCESSFUL LOGON ATTEMPTS
AC-08	SYSTEM USE NOTIFICATION
AC-11	SESSION LOCK
AC-11(01)	PATTERN-HIDING DISPLAYS
AC-12	SESSION TERMINATION
AC-14	PERMITTED ACTIONS WITHOUT IDENTIFICATION OR AUTHENTICATION
AC-17	REMOTE ACCESS
AC-17(01)	AUTOMATED MONITORING / CONTROL
AC-17(02)	PROTECTION OF CONFIDENTIALITY / INTEGRITY USING ENCRYPTION
AC-17(03)	MANAGED ACCESS CONTROL POINTS
AC-17(04)	PRIVILEGED COMMANDS / ACCESS
AC-18	WIRELESS ACCESS
AC-18(01)	AUTHENTICATION AND ENCRYPTION
AC-19	ACCESS CONTROL FOR MOBILE DEVICES

AC-19(05)	FULL DEVICE / CONTAINER-BASED ENCRYPTION
AC-20	USE OF EXTERNAL INFORMATION SYSTEMS
AC-20(01)	LIMITS ON AUTHORIZED USE
AC-20(02)	PORTABLE STORAGE DEVICES
AC-21	INFORMATION SHARING
AC-22	PUBLICLY ACCESSIBLE CONTENT
AT-01	SECURITY AWARENESS AND TRAINING POLICY AND PROCEDURES
AT-02	SECURITY AWARENESS TRAINING
AT-02(02)	INSIDER THREAT
AT-03	ROLE-BASED SECURITY TRAINING
AT-04	SECURITY TRAINING RECORDS
AU-01	AUDIT AND ACCOUNTABILITY POLICY AND PROCEDURES
AU-02	AUDIT EVENTS
AU-02(03)	REVIEWS AND UPDATES
AU-03	CONTENT OF AUDIT RECORDS
AU-03(01)	ADDITIONAL AUDIT INFORMATION
AU-04	AUDIT STORAGE CAPACITY
AU-05	RESPONSE TO AUDIT PROCESSING FAILURES
AU-06	AUDIT REVIEW, ANALYSIS, AND REPORTING
AU-06(01)	PROCESS INTEGRATION
AU-06(03)	CORRELATE AUDIT REPOSITORIES
AU-07	AUDIT REDUCTION AND REPORT GENERATION
AU-07(01)	AUTOMATIC PROCESSING
AU-08	TIME STAMPS
AU-08(01)	SYNCHRONIZATION WITH AUTHORITATIVE TIME SOURCE
AU-09	PROTECTION OF AUDIT INFORMATION
AU-09(04)	ACCESS BY SUBSET OF PRIVILEGED USERS
AU-11	AUDIT RECORD RETENTION
AU-12	AUDIT GENERATION
CA-01	SECURITY ASSESSMENT AND AUTHORIZATION POLICY AND PROCEDURES
CA-02	SECURITY ASSESSMENTS
CA-02(01)	INDEPENDENT ASSESSORS
CA-03	SYSTEM INTERCONNECTIONS
CA-03(05)	RESTRICTIONS ON EXTERNAL SYSTEM CONNECTIONS
CA-05	PLAN OF ACTION AND MILESTONES
CA-05(01)	AUTOMATION SUPPORT FOR ACCURACY / CURRENCY
CA-06	SECURITY AUTHORIZATION
CA-07	CONTINUOUS MONITORING
CA-07(01)	INDEPENDENT ASSESSMENT
CA-08	PENETRATION TESTING
CA-09	INTERNAL SYSTEM CONNECTIONS
CM-01	CONFIGURATION MANAGEMENT POLICY AND PROCEDURES
CM-02	BASELINE CONFIGURATION
CM-02(01)	REVIEWS AND UPDATES
CM-02(03)	RETENTION OF PREVIOUS CONFIGURATIONS
CM-03	CONFIGURATION CHANGE CONTROL

CM-03(02)	TEST / VALIDATE / DOCUMENT CHANGES
CM-04	SECURITY IMPACT ANALYSIS
CM-04(01)	SEPARATE TEST ENVIRONMENTS
CM-05	ACCESS RESTRICTIONS FOR CHANGE
CM-06	CONFIGURATION SETTINGS
CM-07	LEAST FUNCTIONALITY
CM-07(01)	PERIODIC REVIEW
CM-07(02)	PREVENT PROGRAM EXECUTION
CM-07(04)	UNAUTHORIZED SOFTWARE / BLACKLISTING
CM-08	INFORMATION SYSTEM COMPONENT INVENTORY
CM-08(01)	UPDATES DURING INSTALLATIONS / REMOVALS
CM-08(03)	AUTOMATED UNAUTHORIZED COMPONENT DETECTION
CM-08(05)	NO DUPLICATE ACCOUNTING OF COMPONENTS
CM-09	CONFIGURATION MANAGEMENT PLAN
CM-10	SOFTWARE USAGE RESTRICTIONS
CM-11	USER-INSTALLED SOFTWARE
CP-01	CONTINGENCY PLANNING POLICY AND PROCEDURES
CP-02	CONTINGENCY PLAN
CP-02(01)	COORDINATE WITH RELATED PLANS
CP-02(03)	RESUME ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(05)	CONTINUE ESSENTIAL MISSIONS / BUSINESS FUNCTIONS
CP-02(08)	IDENTIFY CRITICAL ASSETS
CP-03	CONTINGENCY TRAINING
CP-04	CONTINGENCY PLAN TESTING
CP-04(01)	COORDINATE WITH RELATED PLANS
CP-06	ALTERNATE STORAGE SITE
CP-06(01)	SEPARATION FROM PRIMARY SITE
CP-06(03)	ACCESSIBILITY
CP-07	ALTERNATE PROCESSING SITE
CP-07(01)	SEPARATION FROM PRIMARY SITE
CP-07(02)	ACCESSIBILITY
CP-07(03)	PRIORITY OF SERVICE
CP-08	TELECOMMUNICATIONS SERVICES
CP-08(01)	PRIORITY OF SERVICE PROVISIONS
CP-08(02)	SINGLE POINTS OF FAILURE
CP-09	INFORMATION SYSTEM BACKUP
CP-09(01)	TESTING FOR RELIABILITY / INTEGRITY
CP-10	INFORMATION SYSTEM RECOVERY AND RECONSTITUTION
CP-10(02)	TRANSACTION RECOVERY
IA-01	IDENTIFICATION AND AUTHENTICATION POLICY AND PROCEDURES
IA-02	IDENTIFICATION AND AUTHENTICATION (ORGANIZATIONAL USERS)
IA-02(01)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS
IA-02(08)	NETWORK ACCESS TO PRIVILEGED ACCOUNTS - REPLAY RESISTANT
IA-02(11)	REMOTE ACCESS - SEPARATE DEVICE
IA-03	DEVICE IDENTIFICATION AND AUTHENTICATION
IA-04	IDENTIFIER MANAGEMENT
IA-05	AUTHENTICATOR MANAGEMENT

IA-05(01)	PASSWORD-BASED AUTHENTICATION
IA-05(02)	PKI-BASED AUTHENTICATION
IA-05(03)	IN-PERSON OR TRUSTED THIRD-PARTY REGISTRATION
IA-05(11)	HARDWARE TOKEN-BASED AUTHENTICATION
IA-06	AUTHENTICATOR FEEDBACK
IA-07	CRYPTOGRAPHIC MODULE AUTHENTICATION
IA-08	IDENTIFICATION AND AUTHENTICATION (NON-ORGANIZATIONAL USERS)
IR-01	INCIDENT RESPONSE POLICY AND PROCEDURES
IR-02	INCIDENT RESPONSE TRAINING
IR-03	INCIDENT RESPONSE TESTING
IR-03(02)	COORDINATION WITH RELATED PLANS
IR-04	INCIDENT HANDLING
IR-04(01)	AUTOMATED INCIDENT HANDLING PROCESSES
IR-05	INCIDENT MONITORING
IR-06	INCIDENT REPORTING
IR-06(01)	AUTOMATED REPORTING
IR-07	INCIDENT RESPONSE ASSISTANCE
IR-07(01)	AUTOMATION SUPPORT FOR AVAILABILITY OF INFORMATION / SUPPORT
IR-08	INCIDENT RESPONSE PLAN
MA-01	SYSTEM MAINTENANCE POLICY AND PROCEDURES
MA-02	CONTROLLED MAINTENANCE
MA-03	MAINTENANCE TOOLS
MA-03(01)	INSPECT TOOLS
MA-03(02)	INSPECT MEDIA
MA-04	NONLOCAL MAINTENANCE
MA-04(02)	DOCUMENT NONLOCAL MAINTENANCE
MA-05	MAINTENANCE PERSONNEL
MA-06	TIMELY MAINTENANCE
MP-01	MEDIA PROTECTION POLICY AND PROCEDURES
MP-02	MEDIA ACCESS
MP-03	MEDIA MARKING
MP-04	MEDIA STORAGE
MP-05	MEDIA TRANSPORT
MP-05(04)	CRYPTOGRAPHIC PROTECTION
MP-06	MEDIA SANITIZATION
MP-07	MEDIA USE
MP-07(01)	PROHIBIT USE WITHOUT OWNER
PE-01	PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY AND PROCEDURES
PE-02	PHYSICAL ACCESS AUTHORIZATIONS
PE-03	PHYSICAL ACCESS CONTROL
PE-04	ACCESS CONTROL FOR TRANSMISSION MEDIUM
PE-05	ACCESS CONTROL FOR OUTPUT DEVICES
PE-06	MONITORING PHYSICAL ACCESS
PE-06(01)	INTRUSION ALARMS / SURVEILLANCE EQUIPMENT

PE-08	VISITOR ACCESS RECORDS
PE-09	POWER EQUIPMENT AND CABLING
PE-10	EMERGENCY SHUTOFF
PE-11	EMERGENCY POWER
PE-12	EMERGENCY LIGHTING
PE-13	FIRE PROTECTION
PE-13(03)	AUTOMATIC FIRE SUPPRESSION
PE-14	TEMPERATURE AND HUMIDITY CONTROLS
PE-15	WATER DAMAGE PROTECTION
PE-16	DELIVERY AND REMOVAL
PE-17	ALTERNATE WORK SITE
PE-18	LOCATION OF INFORMATION SYSTEM COMPONENTS
PL-01	SECURITY PLANNING POLICY AND PROCEDURES
PL-02	SYSTEM SECURITY PLAN
PL-02(03)	PLAN / COORDINATE WITH OTHER ORGANIZATIONAL ENTITIES
PL-04	RULES OF BEHAVIOR
PL-04(01)	SOCIAL MEDIA AND NETWORKING RESTRICTIONS
PL-08	INFORMATION SECURITY ARCHITECTURE
PS-01	PERSONNEL SECURITY POLICY AND PROCEDURES
PS-02	POSITION RISK DESIGNATION
PS-03	PERSONNEL SCREENING
PS-04	PERSONNEL TERMINATION
PS-05	PERSONNEL TRANSFER
PS-06	ACCESS AGREEMENTS
PS-07	THIRD-PARTY PERSONNEL SECURITY
PS-08	PERSONNEL SANCTIONS
RA-01	RISK ASSESSMENT POLICY AND PROCEDURES
RA-02	SECURITY CATEGORIZATION
RA-03	RISK ASSESSMENT
RA-05	VULNERABILITY SCANNING
RA-05(01)	UPDATE TOOL CAPABILITY
RA-05(02)	UPDATE BY FREQUENCY / PRIOR TO NEW SCAN / WHEN IDENTIFIED
RA-05(05)	PRIVILEGED ACCESS
SA-01	SYSTEM AND SERVICES ACQUISITION POLICY AND PROCEDURES
SA-02	ALLOCATION OF RESOURCES
SA-03	SYSTEM DEVELOPMENT LIFE CYCLE
SA-04	ACQUISITION PROCESS
SA-04(01)	FUNCTIONAL PROPERTIES OF SECURITY CONTROLS
SA-04(02)	DESIGN / IMPLEMENTATION INFORMATION FOR SECURITY CONTROLS
SA-04(09)	FUNCTIONS / PORTS / PROTOCOLS / SERVICES IN USE
SA-05	INFORMATION SYSTEM DOCUMENTATION
SA-08	SECURITY ENGINEERING PRINCIPLES
SA-09	EXTERNAL INFORMATION SYSTEM SERVICES
SA-09(02)	IDENTIFICATION OF FUNCTIONS / PORTS / PROTOCOLS / SERVICES
SA-09(05)	PROCESSING, STORAGE, AND SERVICE LOCATION
SA-10	DEVELOPER CONFIGURATION MANAGEMENT
SA-11	DEVELOPER SECURITY TESTING AND EVALUATION

SA-11(01)	STATIC CODE ANALYSIS
SA-11(02)	THREAT AND VULNERABILITY ANALYSES
SA-11(05)	PENETRATION TESTING
SA-11(08)	DYNAMIC CODE ANALYSIS
SA-17	DEVELOPER SECURITY ARCHITECTURE AND DESIGN
SC-01	SYSTEM AND COMMUNICATIONS PROTECTION POLICY AND PROCEDURES
SC-02	APPLICATION PARTITIONING
SC-04	INFORMATION IN SHARED RESOURCES
SC-05	DENIAL OF SERVICE PROTECTION
SC-07	BOUNDARY PROTECTION
SC-07(03)	ACCESS POINTS
SC-07(04)	EXTERNAL TELECOMMUNICATIONS SERVICES
SC-07(05)	DENY BY DEFAULT / ALLOW BY EXCEPTION
SC-07(07)	PREVENT SPLIT TUNNELING FOR REMOTE DEVICES
SC-08	TRANSMISSION CONFIDENTIALITY AND INTEGRITY
SC-08(01)	CRYPTOGRAPHIC OR ALTERNATE PHYSICAL PROTECTION
SC-10	NETWORK DISCONNECT
SC-12	CRYPTOGRAPHIC KEY ESTABLISHMENT AND MANAGEMENT
SC-13	CRYPTOGRAPHIC PROTECTION
SC-15	COLLABORATIVE COMPUTING DEVICES
SC-17	PUBLIC KEY INFRASTRUCTURE CERTIFICATES
SC-18	MOBILE CODE
SC-19	VOICE OVER INTERNET PROTOCOL
SC-20	SECURE NAME / ADDRESS RESOLUTION SERVICE (AUTHORITATIVE SOURCE)
SC-21	SECURE NAME / ADDRESS RESOLUTION SERVICE (RECURSIVE OR CACHING RESOLVER)
SC-22	ARCHITECTURE AND PROVISIONING FOR NAME / ADDRESS RESOLUTION SERVICE
SC-23	SESSION AUTHENTICITY
SC-28	PROTECTION OF INFORMATION AT REST
SC-28(01)	CRYPTOGRAPHIC PROTECTION
SC-39	PROCESS ISOLATION
SI-01	SYSTEM AND INFORMATION INTEGRITY POLICY AND PROCEDURES
SI-02	FLAW REMEDIATION
SI-02(02)	AUTOMATED FLAW REMEDIATION STATUS
SI-03	MALICIOUS CODE PROTECTION
SI-03(01)	CENTRAL MANAGEMENT
SI-03(02)	AUTOMATIC UPDATES
SI-04	INFORMATION SYSTEM MONITORING
SI-04(02)	AUTOMATED TOOLS FOR REAL-TIME ANALYSIS
SI-04(04)	INBOUND AND OUTBOUND COMMUNICATIONS TRAFFIC
SI-04(05)	SYSTEM-GENERATED ALERTS
SI-05	SECURITY ALERTS, ADVISORIES, AND DIRECTIVES
SI-07	SOFTWARE, FIRMWARE, AND INFORMATION INTEGRITY
SI-07(01)	INTEGRITY CHECKS

SI-07(07)	INTEGRATION OF DETECTION AND RESPONSE
SI-08	SPAM PROTECTION
SI-08(01)	CENTRAL MANAGEMENT
SI-08(02)	AUTOMATIC UPDATES
SI-10	INFORMATION INPUT VALIDATION
SI-11	ERROR HANDLING
SI-12	INFORMATION HANDLING AND RETENTION
SI-16	MEMORY PROTECTION
PM-01	INFORMATION SECURITY PROGRAM PLAN
PM-02	SENIOR INFORMATION SECURITY OFFICER
PM-03	INFORMATION SECURITY RESOURCES
PM-04	PLAN OF ACTION AND MILESTONES PROCESS
PM-05	INFORMATION SYSTEM INVENTORY
PM-06	INFORMATION SECURITY MEASURES OF PERFORMANCE
PM-07	ENTERPRISE ARCHITECTURE
PM-08	CRITICAL INFRASTRUCTURE PLAN
PM-09	RISK MANAGEMENT STRATEGY
PM-10	SECURITY AUTHORIZATION PROCESS
PM-11	MISSION/BUSINESS PROCESS DEFINITION
PM-12	INSIDER THREAT PROGRAM
PM-13	INFORMATION SECURITY WORKFORCE
PM-14	TESTING, TRAINING, AND MONITORING
PM-15	CONTACTS WITH SECURITY GROUPS AND ASSOCIATIONS
PM-16	THREAT AWARENESS PROGRAM