

**Cecile Erwin Young, Executive Commissioner**

**Open Enrollment**

**for**

***Communication Services to State Agencies (CSSA)***

**Enrollment Number:** **HHS0001230**

**Enrollment Period Opens: August 7, 2018**

**Enrollment Period Closes: August 31, 2023**

**NIGP Class/Item Code:**

**961.92 – Interpreter Services for American Sign Language   
961.93 – Communication Access Realtime Translation (CART)**

Addendum 3 – August 14, 2023

Addendum 2 – March 13, 2020

Addendum 1 – July 8, 2019

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# GENERAL INFORMATION

## Scope

The State of Texas, by and through the Health and Human Services Commission (“HHSC” or “System Agency”), for and on behalf of its Office of Deaf and Hard of Hearing Services (“ODHHS”), seeks to contract with an Applicant to provide Interpreter and Communication Access Realtime Translation (“CART”) Services to HHSC and other state agencies that have contracted with HHSC to provide effective communication to their clients and employees who are deaf or hard of hearing in accordance with the specifications contained in this open enrollment.

## Point of Contact

The HHSC Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

***Lisa Herbert, CTCM***

***701 W 51st Street, MC3027***

***Austin, Texas 78751***

***512-982-1709***

[***lisa.herbert@hhs.texas.gov***](mailto:margaret.susman@hhsc.state.tx.us)

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above, unless specifically instructed to an alternate Contact by the HHSC Point of Contract. Failure to comply with these requirements may result in an application being disqualified.

An alternate contact will be provided to applicants by email upon completion of the initial screening conducted by the HHSC Point of Contact.

## Procurement Schedule

All dates are subject to change at HHSC’s discretion. Applications must be received by the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact) by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

| **Procurement Schedule** | |
| --- | --- |
| Open Enrollment Period Opens | **August 7, 2018** |
| Open Enrollment Period Closes | **August 31, 2023** |
| Anticipated Contract Start Date | **Upon Contract Award** |

## Background

#### **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, HHSC has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (“HHS System Agencies”). HHSC’s chief executive officer is Cecile Erwin Young, Acting Executive Commissioner.

#### **Project Overview**

The purpose of the HHSC ODHHS Communication Services for State Agencies (“CSSA”) is to enroll qualified providers of sign language interpreting services and CART services to provide effective communication to HHSC and state agencies contracting with HHSC ODHHS.

## Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants shall:

#### Submit the required and completed Application, supporting documentation, and forms;

#### Be a: 1. Sole Proprietorship; 2. General Partnership; 3. Corporation; 4. Limited Liability Company; or 5. Limited Partnership.

#### Be an existing entity that has been providing interpreter or CART services for persons who are deaf or hard of hearing for 12 months prior to application submittal.

#### Be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: [http://comptroller.texas.gov/procurement/prog/ vendor\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/);

#### Be free to participate in federal contracts with the System of Award Management (“SAM”). Applicant is ineligible to apply for funds under this open enrollment if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: <https://www.sam.gov/portal/public/SAM>; and

#### Be free from negative reports in the Vendor Performance Tracking System on the Centralized Master Bidders List (“CMBL”): [https://mycpa.cpa.state.tx.us/tpasscmbl search/index.jsp](https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp).

## Strategic Elements

#### **Contract Type and Term**

HHSC will award one or more Contracts for **CSSA services**. The initial resulting Contract term will be **from the contract effective date through August 31, 2023, unless executed after August 31, 2023, in which case the initial term will end January 31, 2024**. HHSC reserves the option to renew the term of the resulting Contract for period or periods of time no greater than a cumulative total of five (5) years, which five-year period includes the original contract term.

#### **Contract Elements**

The term “Contract” means any contract awarded as a result of this open enrollment and all exhibits, amendments, or addenda to the Contract. At a minimum, the following documents will be incorporated into the Contract: any modifications, addenda, or amendments issued in conjunction with this open enrollment; applicable HHS Uniform Terms and Conditions - Vendor Version 3.3, Effective July 2022 (“HHS UTCs”); HHSC Special Conditions Vender (Version 1.2); HHS Contract Affirmations Version 2.2, Effective May 2022; and HHS Data Use Agreement v. 8.5, October 23, 2019 (“DUA”) for Contractors who access agency confidential information and who are not exempt; and the successful Applicant’s Application. However, any term, condition, or other part of Applicant's Application that has been rejected by HHSC that is not accepted in writing by HHSC, or that conflicts with applicable law, the Contract, this open enrollment solicitation, exhibits to this open enrollment or the Contract, or applicable terms and conditions will not constitute part of the Contract. The HHS UTCs is attached hereto as **Attachment A**, and the DUA is attached hereto as **Attachment F** and is available online and can currently be accessed at: <https://hhs.texas.gov/doing-business-hhs/business-contracting-opportunities>.

Any term, condition, or other part of Applicant's Application that has been rejected by HHSC, that is not accepted in writing by HHSC, or that conflicts with applicable law, the Contract, this open enrollment, exhibits to this open enrollment or the Contract, or applicable terms and conditions will not constitute part of the Contract.

#### **Security and Privacy Initial Inquiry**

#### The Applicant must submit the Information Security and Privacy Initial Inquiry (SPI) form with their Application to this open enrollment. The SPI form is attached hereto as **Form 3** and is available online and can currently be accessed at: <https://hhs.texas.gov/doing-business-hhs/business-contracting-opportunities>.

## Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the HHS Enrollment Opportunities web page located at: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>.

HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm). Applicant must check the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) frequently for changes and notices of matters affecting this open enrollment.

All questions and comments regarding this open enrollment should be sent to the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact). Questions must reference the appropriate page and section number. HHSC’s will post subsequent answers to questions to the [HHS Open Enrollment website](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC Point of Contact (designated in [Subsection 1.2](#_Point_of_Contact) of this open enrollment) in writing of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in this open enrollment prior to submitting an Application. If an Applicant fails to timely notify HHSC of such issues, Applicant submits its Application at its own risk and, if awarded a contract, Applicant: (1) shall have waived any claim of error or ambiguity in the open enrollment or resulting contract, (2) shall not contest HHSC’s interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of, or later correction of, the ambiguity, conflict, discrepancy, exclusionary specification, omission, or error.

## Applicant Notifications and Questions

Any notification or questions by the Applicant regarding this open enrollment must be submitted in writing to the HHSC Point of Contact designated in [Subsection 1.2](#_Point_of_Contact) of this open enrollment, unless otherwise specified. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant’s responsibility to monitor this email address for Application-related information.

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# STATEMENT OF WORK

## Program Purpose

The purpose of the ODHHS CSSA program is to enroll qualified providers of sign language interpreting services and CART services to provide effective communication to HHSC and state agencies contracting with HHSC.

## Applicant/Contractor Requirements

Applicant if awarded a contract shall:

#### Provide interpreter and CART services to be provided in compliance with ODHHS maximum rates and guidelines as shown on the HHSC website at: [https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssamaximu m-rates](https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssamaximum-rates).

#### The Contractor must request funds in advance of proposed service dates and receive approval of funds by ODHHS before services are provided.  Funds shall be requested using the online ODHHS Contract Reporting application. Funds requested less than 30 days in advance of proposed service dates are not guaranteed to be approved prior to service need. If services are provided prior to receipt of approval of funds by ODHHS, ODHHS does not guarantee that payment will be made for services.

#### The Contractor will ensure programmatic supporting records are:

#### sufficient to support performance in accordance with the contract;

#### adequate to document compliance with applicable standards;

#### easily retrievable; and

#### available to ODHHS upon session.

## Service Delivery Area(s)

The service area for the CSSA program is state-wide at the request of HHSC or state agencies contracting with HHSC.

## Eligible Population

HHSC and each HHSC contracted state agency contracting for CSSA services.

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# PAYMENT

## Payment

#### **Availability of Funds**

#### If funds any resulting Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC, if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined within the Statement of Work Sections of this open enrollment.

#### HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

#### Contractor may not use funds received from HHSC to replace any other federal, state, or local source of funds awarded under any other contract.

#### **Method of Payment**

#### The Contract resulting from this open enrollment will be paid in accordance with the contract requirements and based on the ODHHS maximum rates and guidelines as shown on the HHSC website at [https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssamaxi mum-rates](https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssamaximum-rates).

## Invoicing Process

#### The Contractor will submit to ODHHS a total bill each month in the format prescribed by HHSC and in accordance with the ODHHS CSSA services rates and guidelines.

#### **Invoice billing statements submitted to HHSC must include:**

* Contractor’s Legal Name;
* State of Texas Vendor number or federal tax Identification number;
* Remit-to address;
* Contractor’s telephone number;
* Invoice number;
* HHSC ODHHS Contract Number;
* Interpreter Name and Certificate level(s) for each individual assignment,
* State agency name of requestor,
* Location(s) per assignment,
* Extensions of charges (including hourly rate),
* Invoice total;
* and
* Date(s) and time(s) of assignment per interpreter (in 15 minute increments).

#### The invoice shall comply with all applicable state requirements or may be rejected for payment until Contractor provides conforming invoices. Payment to Contractor shall be as specified in the contract for services provided, which will be compared to the contract requirements and other documentation submitted and shall be subject to HHSC approval. All services shall be performed to HHSC satisfaction, and HHSC shall not be liable for any payment pursuant to the resulting contract for services which are unsatisfactory and which have not been approved by HHSC.

#### Program and financial information must be submitted to HHSC ODHHS by the 10th of the following month for each month of the contract period and must contain the established reporting information. Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating whether to renew or terminate the Contract.

#### Invoices are to be mailed to:

#### **Health and Human Services Commission**

#### **Attention: ODHHS CSSA Program**

#### **P.O. Box 12904**

#### **Austin, Texas 78711**

#### ***or by email to:*** [***krystina.flanigan@hhs.texas.gov***](mailto:krystina.flanigan@hhs.texas.gov)

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# INFORMATION AND SUBMISSION INSTRUCTIONS

## Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

## Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

## Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

## Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in [Subsection 1.2](#_Point_of_Contact).

## Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. HHSC or any HHS system agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the state of Texas.

## Application Submission Instructions

Applicant must submit **via email an electronic copy** of all required documents as scanned versions (.pdf) to the email address identified below in [Subsection 4.7](#_Delivery_of_Applications). If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in [Subsection 1.2](#_Point_of_Contact) of this open enrollment for hard copy submittal accommodations. HHSC will notaccept enrollment applications by fax.

## Delivery of Applications

#### Submit all copies of the Application to the email address provided below. **All required documents must be received by HHSC** by **the due date and time listed in the** [**Procurement Schedule**](#_Procurement_Schedule) **in** [**Subsection 1.3**](#_Procurement_Schedule) **of this open enrollment.**

|  |
| --- |
| **Delivery Option** |
| **Email Address for Delivery**  (Operating Hours – 8:00 A.M. to 5:00 P.M.) |
| Health and Human Services Commission  Attn: **Lisa Herbert**  Email Address: [**lisa.herbert@hhs.texas.gov**](mailto:lisa.herbert@hhs.texas.gov) |

#### HHSC reserves the right to reject late submissions. It is the Applicant’s responsibility to appropriately title (subject line) and email the Application to HHSC by the specified time and date. Time and date are based upon the full Application being received and viewable by HHSC.

#### All Applications become the property of HHSC after submission.

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# ELIGIBILITY DETERMINATION

## Initial Compliance Screening

HHSC will perform an initial screening of all Applications received. Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation.

If the Application passes the initial screening, the contract manager will contact the Applicant for further instructions or actions.

## Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

#### **5.2.1** The Applicant fails to meet major open enrollment specifications, including:

#### 5.2.1.1 The Applicant fails to submit the required Application, supporting documentation, or forms.

#### 5.2.1.2 The Applicant is not eligible under [Subsection 1.5](#_Eligible_Applicants) of this open enrollment.

#### 5.2.1.3 The Applicant does not accept the payment rate established in this open enrollment.

#### **5.2.2** The Application is not signed.

#### **5.2.3** The Applicant’s response is not clearly legible. Typewritten is preferred.

#### **5.2.4** The Application is not received by the closing of the open enrollment period provided in [Subsection 1.3](#_Procurement_Schedule) of this open enrollment.

## Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in [Subsection 1.2](#_Point_of_Contact). HHSC may request modifications to the Application at any time.

## Review and Validation of Applications

The Applicant must provide full, accurate, and complete information as required by this open enrollment.

## Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant’s, its directors’, officers’, and employees’:

#### **5.5.1** Past business history, practices, and conduct;

#### **5.5.2** Ability to supply the goods and services; and

#### **5.5.3** Ability to comply with Contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## Method of Allocation

HHSC will offer Contracts to all eligible Applicants meeting all criteria described in this open enrollment.

## Debriefing

Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the HHSC Point of Contact as provided in [Subsection 1.2](#_Point_of_Contact) of this open enrollment. The debriefing provides information to the Applicant on the strengths and weaknesses of their Application.

## Protest Procedures

The protest procedure for an applicant, who is not awarded a Contract to protest an award or tentative award made by any HHS agency, is allowed for competitive Procurements. This Procurement is non-competitive and cannot be protested as provided in [*1 Texas Administrative Code* §391.403](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=403).

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# GLOSSARY

| **TERM** | **DEFINITION** |
| --- | --- |
| Attachment | Additional information and/or forms that are located at the end of this document, which are part of this solicitation document. |
| Applicant | Any individual or entity that submits an application for enrollment pursuant to this open enrollment. |
| Application | An Application submitted by an Applicant in response to this Open Enrollment. |
| Business Day | Any day other than a Saturday, Sunday, or a day in which Texas State offices are authorized or obligated by law or executive order to be closed. See definition below for Days. |
| Contract | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an Agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the Agreement. For State Contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Contractor | Any Applicant who is awarded a contract pursuant to this open enrollment or who has an existing contract to provide BEI rater services. |
| Contract Term | The period of time during which the Contract will be effective from beginning date to end, or renewal date. |
| Days | Calendar days, unless otherwise specified. |
| Debarment | An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, §20.105 et seq. |
| Due Date | Established deadline for submission of a document or deliverable. |
| Entity | A person, business, organization, or Limited Liability Company (LLC) that submits a response to a solicitation. For purposes of this document, “Entity” is intended to include such phrases as “offeror”, “applicant”, “bidder”, “responder”, or other similar terminology employed by HHSC or HHSC. |
| Fiscal Year | The HHSC’s state fiscal year, September 1st through August 31st, unless otherwise specified. |
| Fully Executed | A Contract that is signed by all of the Parties to form a legally binding contractual relationship. Activities under the Contract will not begin and payments to the Contractor will not be made until the Contract is fully executed. |
| Health and Human  Services Agency (HHSC) | Means the administrative agency established under Chapter 531, Texas Government Code or its designee. |
| Party or Parties | Either HHSC or Applicant, separately or collectively. |
| System Agency | Means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services. |
| Solicitation | The process of notifying prospective contractors of an opportunity to provide goods or service to the state. |
| Statement of Work | The description of service and/or goods to be delivered by the Contractor. The Statement of Work specifies the type, level, and quality of services that directly relate to program objectives. |
| Uniform Terms and Conditions (UTCs) | HHSC developed uniform contract terms and conditions that are applicable to all agencies within the Enterprise. These UTCs address such areas as governing laws and regulations, procedures for amendments and other contract modifications, terms and conditions of payment, disclosure and confidentiality of information, and several other critical provisions. |

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# FORMS AND ATTACHMENTS

## Forms.Applicants must complete and submit the following forms in the format and order listed within Section 7.

## Form 1, Communication Services to State Agencies (CSSA) Application



## Form 2, HHS Solicitation Affirmations Version 2.3, Effective May 2022



## Form 3, Security and Privacy Initial Inquiry



## Attachments

## Attachment A, HHS Uniform Terms and Conditions – Vendor Version 3.3, Effective July 2022



## Attachment B, HHSC Special Conditions - Vendor (Version 1.2)



## Attachment C, HHS Contract Affirmations Version 2.2, Effective May 2022



## Attachment F, HHS Data Use Agreement v. 8.5, October 23, 2019



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