

**SIGNATURE DOCUMENT FOR
HHSC CONTRACT NO. _____**

The Health and Human Services Commission (“HHSC”), an administrative agency within the executive branch of the state of Texas, and **<CONTRACTOR’S COMPLETE LEGAL NAME - INCLUDING ANY “DBA”>** (“Contractor”), having its principal office at **<Contractor’s Complete Physical Address, not PO Box>**, (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for Senior Citizens Program services.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to the HHSC Open Enrollment No. HHS0010078, and made by and in accordance with *Texas Human Resources Code* §81.006 and *Texas Government Code* Chapter 531.

II. DURATION

The Contract is effective on [Month spelled out DD, YYYY, **OR** the signature date of the latter of the Parties to sign this agreement] and terminates on **August 31, xxxx**, unless sooner terminated or renewed or extended. Thereafter, subject to the availability of funds, this Contract shall **automatically renew for one successive two-year term**, unless terminated earlier pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed five years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

III. STATEMENT OF WORK

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **Attachments A and B**, respectively.

IV. BUDGET

There is no funding associated with this Contract. The total amount of this Contract is \$0.00. All reimbursements under the Contract will be in accordance with **Attachment B, Payment for Services Provided**.

V. CONTRACT REPRESENTATIVES

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

HHSC Contract Representative

Krystina Flanigan, CTCM
Health and Human Services Commission
PO Box 12904; Mail Code 3027
Austin, Texas 78711
(512) 813-9855
krystina.flanigan@hhs.texas.gov

Contractor Contract Representative

[Contract Representative Name]
[Contractor Name]
[Address]
[City, State ZIP]
[Email Address]

With copy of notices to:

Margaret Susman
PO Box 12904; Mail Code 3027
Austin, Texas 78711
margaret.susman@hhs.texas.gov

VI. NOTICE REQUIREMENTS

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

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

With copy to

Margaret Susman
PO Box 12904
Austin, Texas 78711
margaret.susman@hhs.texas.gov

- C. HHSC shall send legal notices to Contractor Contract Representative.
- D. Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by the HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier

HHSC Contract #***

Page 2 of 7

shall be deemed delivered when deposited by the HHSC with a common carrier, overnight, signature required.

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

VII. CONTRACT DOCUMENTS

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

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

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – PAYMENT FOR SERVICES PROVIDED

ATTACHMENT C – CONTRACT AFFIRMATIONS (VERSION 1.7)

ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – VENDOR (VERSION 3.0)

ATTACHMENT E – DATA USE AGREEMENT (VERSION 8.5)

VIII. SIGNATURE AUTHORITY

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO. ***

**Health and Human Services
Commission**

CONTRACTOR***

By: _____

Joe Perez

Interim Deputy Executive Commissioner
for Health, Developmental & Independence
Services

By: _____

Name: _____

Title: _____

Date of execution: _____

Date of execution: _____

DRAFT

System Agency Contract No. ***

Page 4 of 7

Attachment A

Statement of Work

I. SCOPE OF SERVICES

Contractor shall provide services to individuals who are deaf or hard of hearing ages 60 or older to bridge communication barriers and reduce the isolation facing this population.

II. CONTRACTOR RESPONSIBILITIES

Contractor hereby agrees to:

- A.** Determine eligibility of individuals who are deaf or hard of hearing ages 60 or older and determine appropriate service to be provided in compliance with the services listed on the Office of Deaf and Hard of Hearing Services (“ODHHS”) webpage at <https://hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>;
- B.** Reserve funds in advance of services provided and receive ODHHS prior approval of funds awarded for a service quarter to ensure compensation for services provided. Services provided without prior funding approval are not guaranteed to be approved for compensation. Reserve funds requested less than 10 business days in advance are not guaranteed to be approved prior to service start date. Funds shall only be used for the quarter requested and approved and cannot be carried forward to any other service quarter;
- C.** Reserve funds using the online ODHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor); and
- D.** Submit a report by the 7th of the following month in which services were provided using the online ODHHS Contract Reporting application. The report is to contain:
 - 1. service provided;
 - 2. number of individuals who are deaf or hard of hearing ages 60 or older;
 - 3. hours of service provided;
 - 4. description of event;
 - 5. service fee; and
 - 6. other costs associated as applicable in compliance with services listing at <https://hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>

System Agency Contract No. ***

Page 5 of 7

Attachment B

Payment for Services

III. PAYMENT FOR SERVICES

HHSC hereby agrees to:

- A. Pay for senior citizens in accordance with contract requirements that shall conform to and shall not exceed the established Office of Deaf and Hard of Hearing Services (“ODHHS”) senior citizens services rates and guidelines as listed on the ODHHS webpage at <https://hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>;
- B. Provide approval or denial to contractor of reserve funds requests within 10 business days of request; and
- C. Contact the Contractor via email and provide notice of upcoming changes to be published on the website at least 35 calendar days in advance of the effective date of any change. (Revisions to the rate schedule are typically made at the beginning of each state fiscal year.)

IV. PAYMENT AND INVOICING

Contractor hereby agrees to:

- A. Submit an invoice to HHSC that includes the following information:
 - Contractor’s Name,
 - State of Texas identification number,
 - Remit-to address,
 - Invoice number,
 - HHSC Contract Number, and
 - Invoice total.
- B. HHSC will make payment on a properly prepared and submitted invoice, in accordance with the Prompt Payment Act, Texas Government Code §2251. Invoices are to be submitted on a monthly basis in compliance with the following procedure:

The invoice shall comply with all applicable state requirements or may be rejected for payment until Contractor provides conforming

System Agency Contract No. ***

Page 6 of 7

invoices. The invoice shall meet contract requirements, shall be supported by 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.

- C. Unused approved funds for services not provided or not invoiced may be relinquished to ODHHS at the discretion of ODHHS one month following the end of the service quarter for which funds were originally reserved. Once funds are relinquished, any remaining services provided are not guaranteed to be compensated.
- D. Contractor will not be compensated more than the total amount of funds approved per service quarter and not more than the allowable fees for services in accordance with Attachment B, Payment for Services Provided.