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Contract Standards for Deaf and Hard of Hearing Access Services Grants
(the “Contract Standards”)

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1. Overview

A Health and Human Services Commission (HHSC or System Agency) Deaf and Hard of Hearing Services (DHHS) Deaf and Hard of Hearing Access Services contract award provides financial assistance that enables an organization to operate a program of services that benefits the individuals seeking services from DHHS, specifically individuals who are deaf, deafblind, or hard of hearing for the DHHS Resource Specialist program and individuals who are deaf or hard of hearing and aged 60 or older for the DHHS Senior Citizens program.

These standards ensure that:

- 1.1. DHHS maintains full compliance with applicable federal, state, and HHSC purchasing requirements throughout the procurement process;
- 1.2. Grantee(s) receive accurate information about their obligations to meet:
 - 1.2.1 All applicable standards of conduct; and
 - 1.2.2 DHHS performance expectations.
- 1.3. Eligible individuals receive quality services; and
- 1.4. Funds are spent wisely and each purchase paid for with public funds represents full value to the taxpayer.

2. Management Requirements

2.1 OVERVIEW

Contracts are awarded to an organization, not an individual.

Grantee agrees to administer the project in accordance with Contract terms.

2.2 CONTRACT COMPLIANCE

The Grantee shall:

- 2.2.1 Identify the specialist(s) to be the main staff person for the corresponding services to be provided and establish a designated office for the specialist(s);
- 2.2.2 Promote the communication access and interests of deaf and/or hard of hearing individuals;
- 2.2.3 Provide uniform and consistent individual and systems advocacy services to ensure access to services and supports;

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- 2.2.4 Engage in outreach and education to increase awareness of hearing loss, accessibility issues, and available resources for individuals who are deaf, deafblind, or hard of hearing such as sign language interpreters and captioning services;
- 2.2.5 Build partnerships with community stakeholders, service providers, and state agencies;
- 2.2.6 Report measurable outcomes to DHHS on a regular basis;
- 2.2.7 Demonstrate neutrality and offer multiple options, where available and appropriate, when referring entities and individuals seeking services to products such as assistive equipment, and service providers such as interpreter and captioning service providers, medical professionals, legal consultants or attorneys, etc.;
- 2.2.8 Resolve any project-related complaint against the Grantee that has escalated to the specialist supervisor or higher within ten (10) calendar days from receipt of complaint. Complaint may be referred to the Grantee by DHHS. Complaints shall be reported to DHHS within ten (10) calendar days from receipt of complaint with the resolution or planned resolution, if complaint is unresolved, as part of sound management practices. Grantee is required to develop a complaint resolution process and will report on status of resolution monthly until resolved;
- 2.2.9 Within 30 calendar days from Contract award, implement a satisfaction survey protocol to share the approved DHHS satisfaction survey with each eligible individual receiving services. Survey feedback to be sent directly from the individual receiving services to the DHHS program contact utilizing the DHHS Satisfaction Online Survey.
- 2.2.10 Attend, if provided, DHHS program-specified training(s) for specialists that will not exceed five continuous calendar days per each year of the Contract, to be held in Texas. The Grantee will be paid only for the specialist to attend the entire training unless otherwise approved by DHHS. Grantee will be given notice at least 30 calendar days in advance;
- 2.2.11 Attend, if provided, a DHHS contract overview training for management that will not exceed two (2) consecutive calendar days to be held either in-person in Texas or via webinar. Grantee will be paid only for the specialist's supervisor and/or signature authority to attend the entire training unless otherwise approved by DHHS. Grantee will be given notice at least 30 calendar days in advance;

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- 2.2.12 Unless otherwise approved by DHHS, ensure access by using certified Communication Access Realtime Translation (CART) and sign language interpreter providers as needed and comply with the DHHS recommended levels of skill for interpreters;
- 2.2.13 Serve an entire service area unless otherwise approved by DHHS. In the case of multiple DHHS Grantees within a service area, DHHS will work with the Grantees to ensure all surrounding areas are receiving appropriate support;
- 2.2.14 Ensure effective communication between the Grantee and individuals receiving services, training audiences, and others served by the project, to include utilizing certified sign language interpreter and CART services or other auxiliary aids and services when needed;
- 2.2.15 Ensure a means for individuals to contact the project's key staff during the Grantee's regular working hours;
- 2.2.16 Use the HHSC email address as the primary email for communication, information, and services if DHHS assigns an HHSC email address. Grantee shall check the email account and respond to inquiries and requests within three (3) business days; and
- 2.2.17 Provide DHHS with an emergency response plan for review and approval. Plan shall include the contact person(s) if other than the Contract Representative. In the event of a disaster or emergency impacting the service area assigned, Grantee shall report to DHHS within 24 hours, in a format approved by DHHS, regarding the impact to the Grantee and individuals seeking services.

2.3 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

The Grantee shall report in writing within five (5) business days to the DHHS program contact when Grantee learns of or has any reason to believe it, or any person with ownership, or controlling interest in Grantee, or their agent, employee, subcontractor, or volunteer, who is providing services under the Contract has:

- 2.3.1 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;
- 2.3.2 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; or

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- 2.3.3 Any other criminal or civil action that involves any individual providing services.

Grantee 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 services, or have direct contact with individuals receiving services, unless otherwise directed in writing by HHSC.

2.4 ASSURANCE REGARDING CONFIDENTIAL INFORMATION

Grantee shall ensure that:

- 2.4.1 “Authorized User” means a person:
- 2.4.1.1 who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze HHSC Confidential Information;
 - 2.4.1.2 for whom Grantee warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to HHSC Confidential Information: and
 - 2.4.1.3 who has agreed in writing to be bound by the disclosure and use limitations pertaining to the HHSC Confidential Information as required by the Contract.
- 2.4.2 Grantee represents and warrants that its Authorized Users each have a demonstrated need to know and have access to HHSC Confidential Information solely to the minimum extent necessary to accomplish the services pursuant to the Contract and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the HHSC Confidential Information contained in the Contract.
- 2.4.3 Grantee will only conduct secure transmission of HHSC Confidential Information whether in paper, oral, or electronic form. A secure transmission of electronic HHSC Confidential Information in motion includes Secure File Transfer Protocol (“SFTP”) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHSC Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of HHSC Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHSC no

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later than 48 hours after HHSC’s written request in response to a compliance investigation, audit or the discovery of an event or breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHSC Confidential Information is a means of security.

3. Need to Inform DHHS

The Grantee shall inform the DHHS program contact within two (2) business days, at minimum, but as soon as the event occurs, when any of, but not limited to, the following conditions occur:

- 3.1 Problems, delays, or adverse conditions which materially impair the Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
 - 3.1.1 the action taken, or contemplated; and
 - 3.1.2 any assistance needed to resolve the situation.
- 3.2 Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the Grantee or could affect the program;
- 3.3 Change in location or physical location for Contract-related work; or
- 3.4 Any changes in key Contract personnel, including change of email address or contact information.

4. Publicity and Promotional Items

The Grantee shall use only DHHS-approved templates and materials for all promotional items and printed and electronic materials (including email, social media, and presentations). Materials created by the Grantee may only be used with pre-approval from DHHS. All topics and materials used by the DHHS project for public awareness, public information, and public education (including, but not limited to, recorded or live media productions, fliers, and presentations) must be pre-approved prior to development. DHHS may require up to one (1) month for review and approval, depending upon the outreach effort. All public awareness and education materials must align with the publicly available [HHSC Brand Guide](#), shall include “Funded by Texas HHSC Deaf and Hard of Hearing Services” and shall include the DHHS program name associated with the Contract.

5. Specialized Assistive Devices and Software (SADS)

Specialized Assistive Devices and Software is personal property:

- 5.1 with a useful life of more than one (1) year;
- 5.2 with an acquisition cost of \$150 or more per unit, but less than \$5,000 per unit;

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- 5.3 that shall be based on the goals of the DHHS program; and
- 5.4 that shall be for the purposes of:
 - 5.4.1 the Resource Specialist programs for:
 - 5.4.1.1 communication access such as assistive listening and alerting; and
 - 5.4.1.2 demonstration, assessment, and/or short-term loans.
 - 5.4.2 DHHS retains residual title to any SADS that DHHS funds or provides to the Grantee.

Prior approval from DHHS shall be obtained prior to the purchase of any SADS and prior to disposing of SADS. Requests for approval for SADS purchases shall be submitted via the online reporting system and shall include make, model, estimated unit cost, actual unit cost, other cost (shipping and handling), and justification for purchase in relation to Contract scope of work.

SADS will be reimbursed at cost.

6. Requesting Funds

The Grantee shall request funds using the online DHHS Contract Reporting application or format otherwise specified by System Agency.

Grantee is to request funds in advance of services provided or SADS purchased, and DHHS must give prior approval of funds for the service month requested to ensure compensation. Services provided or SADS purchased without prior funding approval are not guaranteed to be approved for compensation for services provided.

HHSC will provide approval or denial to the Grantee of funds requests within 10 business days of the request. Funds requested less than 10 business days in advance are not guaranteed to be approved prior to services provided or SADS purchased. Funds shall only be used for the service month requested and approved and cannot be carried forward to any other service month.

Grantee will not be compensated more than the total amount of funds approved per service month and not more than the allowable fees for service or SADS reimbursement in accordance with DHHS Standards.

7. Monthly Program and Financial Reporting

Program and financial information shall be submitted to DHHS by the 7th calendar day following each month of the Contract period and shall contain the reporting and financial information established by services provided in accordance with DHHS Standards 9.7, 10.5, and 11.6. Program and financial information shall be reported using the online DHHS Contract Reporting application or format otherwise specified by System Agency.

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8. Approved Minimum Goals and Outcomes

Grantee shall ensure services are provided at or above the level established for DHHS approved minimum goals and outcomes. Grantee shall report on minimum goals and outcomes in accordance with DHHS Standards, Section 7 Monthly Program and Financial Reporting.

9. DHHS Resource Specialist Program

9.1 PURPOSE – RESOURCE SPECIALIST

The purpose of the Deaf and Hard of Hearing Services Resource Specialist program is to promote communication access, opportunity, and independence for people who are deaf, deafblind, or hard of hearing. Resource Specialists provide case management services to eligible individuals to:

- 9.1.1. Provide assistive technology demonstration and assessment;
- 9.1.2. Consult and train on communication strategies and managing hearing loss;
- 9.1.3. Consult and train individuals seeking services and the public on issues related to linguistically-appropriate service provision. This information may include federal and state mandates regarding communication access for services to be accessible and readily available to individuals who are deaf, deafblind or hard of hearing by removing attitudinal and communication barriers;
- 9.1.4. Teach self-advocacy skills to individuals to ensure effective communication in settings such as education, employment, in the community, and at home; and
- 9.1.5. Make referrals to community resources.

9.2 GRANTEE REQUIREMENTS – RESOURCE SPECIALIST

9.2.1 The Grantee shall:

- 9.2.1.1 Provide individualized technology and software demonstrations, assessments, and recommendations to individuals;
- 9.2.1.2 Provide services and trainings to individuals on communication strategies, managing hearing loss, assistive technology and software, self-advocacy skills, and available resources for individuals who are deaf, deafblind, or hard of hearing. Topics may include:

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9.2.1.2.1 CART and speech transcription software;

9.2.1.2.2 hearing aids and cochlear implants, various features, and basic tips for purchasing and using;

9.2.1.2.3 recognizing and managing hearing loss and identifying solutions for improving communication and maintaining independence;

9.2.1.2.4 ensuring effective communication, including strategies and steps to express needs and gain self-confidence, make requests appropriately, and understand individual responsibilities;

9.2.1.2.5 promoting awareness and accessibility for individuals who are deaf, deafblind or hard of hearing; and

9.2.1.2.6 assisting with access to linguistically-appropriate services;

9.2.1.3 Provide Outreach and training and serve as a resource for information to the public, as needed, to raise awareness of hearing loss, accessibility issues, and available resources for individuals who are deaf, deafblind, or hard of hearing such as sign language interpreters and captioning services. All Outreach and training events must be reviewed and approved by DHHS at least five (5) business days prior to planned event. Group Trainings have three (3) or more attendees. Outreach events include information sessions, conferences, community fairs, and similar events. Outreach templates, promotional and training materials and content, including PowerPoint presentations, information sheets, and brochures, will be provided by DHHS. Materials and content created by the Grantee must be pre-approved by DHHS for use.

Topics may include:

9.2.1.3.1 assistive technology;

9.2.1.3.2 hearing loss awareness;

9.2.1.3.3 accessibility needs;

9.2.1.3.4 linguistically-appropriate services;

9.2.1.3.5 an entity’s responsibilities to ensure access and opportunity;

9.2.1.3.6 community resources for individuals who are deaf, deafblind or hard of hearing; or

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9.2.1.3.7 sensitivity training and reducing communication barriers to services; and 9.2.1.3.8 communication strategies to promote effective communication

9.2.1.4 Ensure an appropriate and varied inventory of current technology geared towards communication access for demonstration purposes;

9.2.1.5 Utilize a person-centered approach to provide self-advocacy services, empower individuals to advocate for themselves, and provide information to enable individuals to make informed decisions on actions to take;

9.2.1.6 Follow up on service referrals to provide assistance as needed, to promote effective communication, as appropriate; ensure compliance with DHHS Standards 9.3.

9.2.2 The Grantee may:

9.2.2.1 Provide case management services to eligible individuals to facilitate access to services such as assisting with paperwork or understanding correspondence from government or other community resources, or to provide cultural mediation to individuals to ensure access to and understanding of services. Case management services shall:

9.2.2.1.1 ensure individuals maximize their ability to become self-sufficient;

9.2.2.1.2 ensure individuals receiving services take an active role;

9.2.2.1.3 include a standardized intake and assessment, including: identifying one or more relevant services needed, identifying anticipated goals or outcomes to be achieved through planned case management services, and documenting realized outcomes at time of case closure;

9.2.2.1.4 be based on communication access; and

9.2.2.1.5 not involve making decisions for an individual;

9.2.2.2 Assist DHHS Last Resort Communication Services (LRCS) providers with Outreach and education efforts when requested by an LRCS provider; and

9.2.2.3 Provide education and information promoting communication access for individuals who are deaf, deafblind, or hard of hearing when the issue is not

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specific to only one individual, occurring during a disaster or emergency and approved by DHHS. Systems can include government entities.

9.3 SELF-ADVOCACY SERVICE LIMITATIONS – RESOURCE SPECIALIST

When self-advocacy involves state agencies (including HHSC), public schools (K-12), or HHSC contractors, the Grantee must inform the DHHS program contact of any reported disputes with state agency decisions or an entity's failure to provide effective communication accommodations and services. The Grantee is not authorized to continue assisting the individual with her/his Self-advocacy needs, including assisting the individual in filing a complaint, until the Grantee receives guidance from the DHHS program contact.

A complaint an individual wishes to file shall not be filed by the Grantee unless the DHHS Director gives prior written approval. Grantee may provide information such as where and how to file complaints only after all other options for resolving the dispute have been presented to the individual. The Grantee may transcribe the individual's complaint into written form if requested by the individual. The Grantee shall add a statement that the individual is receiving assistance from another individual to transcribe the complaint and state the reason, such as, “because (the individual) is not proficient in reading and writing English.” A transcript written by the Grantee shall include the specialist's name on the transcript to indicate s/he has assisted in the writing of the transcript.

9.4 PROGRAM RESTRICTIONS - RESOURCE SPECIALIST

The Grantee shall ensure that the:

- 9.4.1 Grantee notifies the DHHS Director of the intent to participate in an Admission, Review, and Dismissal (ARD) meeting prior to attending;
- 9.4.2 Grantee does not file formal complaints to enforcing agencies on behalf of individuals;
- 9.4.3 Grantee does not serve as a consulting or expert witness in court while fulfilling the role of a DHHS Grantee;
- 9.4.4 Grantee does not assume an entity's responsibility for providing interpreting or CART services for an entity's service provision responsibilities; and
- 9.4.5 Grantee does not provide medical, legal, clinical, or therapeutic services beyond self-advocacy functions for the individual.

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9.4.6 Grantee does not provide long-term case management or ongoing service coordination, except where self-advocacy support requires short-term assistance in navigating systems.

9.4.7 Grantee does not engage in or promote fundraising activities under the scope of this Contract.

9.4.8 Grantee does not provide direct monetary support, subsidies, or financial benefits to individuals.

9.4.9 Grantee does not claim to represent individuals in court or formal legal proceedings.

9.5 SERVICE DEFINITIONS - RESOURCE SPECIALIST

9.5.1 **Case Management** – a core service of the Resource Specialist, providing services listed in 9.2.1. Case Management may also include services listed in 9.2.2.

9.5.2 **Eligible Individual**– a person who is deaf, deafblind, or hard of hearing. DHHS specialists, Grantee’s employees, subcontractors, and individuals who are hearing and receiving services on behalf of a person who is deaf, deafblind, or hard of hearing are not considered an Eligible Individual.

9.5.3 **Entity** - employers, schools, service providers, government agencies, businesses and organizations.

9.5.4 **Formal Complaint** - a complaint regarding discrimination filed with an enforcing agency, such as Equal Employment Opportunity Commission, US Department of Justice, HHSC Office of Civil Rights, Disability Rights Texas, and Texas Civil Rights Project.

9.5.5 **Group Training** - a live presentation (either virtual or in-person) with the intent to educate and provide information to a group of at least three (3) attendees and shall be:

9.5.5.1 substantive in content, not to be a brief introduction of Grantee services;
and

9.5.5.2 advertised at least two (2) calendar days in advance or have an Entity’s invitation on file.

NOTE: Multiple trainings provided on the same date and to the same audience or Entity shall be considered one training.

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- 9.5.6 **Information and Referral** – a brief service to individuals where information regarding available community resources (organizations, websites, social media sites, etc.) is provided and individuals are connected to appropriate programs or services for assistance.
- 9.5.7 **New Individual** – an individual without pending services when a new service request arises unless the only pending service is a formal complaint. A New Individual may be counted more than one time for the reporting month.
- 9.5.8 **Out of Area** - applicable for regional Grantees only; when the Grantee travels 30 miles or more from the specialist’s designated office to provide services to a new individual, a training, or case management services and the Grantee has travelled to and arrived at the individual meeting or training site, attends staff development training, or provides systems advocacy.
- 9.5.9 **Outreach** - proactive effort to engage and educate the public by providing information, training, and resources to raise awareness about hearing loss, accessibility issues, and available support services for individuals who are deaf, deafblind, or hard of hearing. Outreach events include information sessions, conferences, community fairs, and similar events. Outreach activities may include promoting assistive technology, increasing awareness of communication needs, offering linguistically appropriate services, informing entities of their accessibility responsibilities, and fostering effective communication through sensitivity training and community resource sharing.
- 9.5.10 **Self-advocacy** – promoting communication access and opportunities for individuals through education, action and collaboration. In relation to Deaf and Hard of Hearing Access Services, Grantee(s) may only provide Self-advocacy services as it relates to ensuring communication access.
- 9.5.11 **Service** - an activity in-scope to the Contract in compliance with DHHS Standards 9.
- 9.5.12 **Systems Advocacy** – education and efforts taken to promote a system-wide change to policy, rules, or practices (in compliance with DHHS Standards 9).

9.6 FEE FOR SERVICE - RESOURCE SPECIALIST

Grantee will be compensated for services provided in compliance with the Contract based on the service level attained. A fee is paid not more than one time per month as follows:

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- 9.6.1 **Administrative Fee** – Monthly Administrative Fee covers program related operational expenses necessary to support the Contract such as: travel expenses, accessibility-related accommodations (e.g., interpreting, CART, etc.), training and Outreach materials, event registration fees, and other approved expenses.
- 9.6.2 **Case Management Fee** – determined by the number of hours of case management services provided in compliance with DHHS Standards 9.2.2.1.
- 9.6.3 **Entity Training Fee** - determined by the number of Entity trainings provided, cancelled in less than 24 hours due to unforeseen circumstances, or if no individual attends. Trainings shall be to Entities with the intent to provide education and information on working with or serving individuals who are deaf, deafblind, or hard of hearing. Multiple trainings provided on the same date and to the same Entity shall be considered one training.
- 9.6.4 **Group Training Fee** - determined by the number of Group Trainings provided, cancelled in less than 24 hours due to unforeseen circumstances, or if no individual attends. Trainings shall be to a group of three (3) or more attendees with the intent to provide education and information on communication strategies, managing hearing loss, assistive technology and software, self-advocacy skills, and available resources for individuals who are deaf, deafblind, or hard of hearing. Multiple trainings provided on the same date and to the same audience shall be considered one training.
- 9.6.5 **Out of Area Travel Fee** - determined by the number of days the Grantee served a New Individual, conducted a training, provided Case Management, or provided Systems Advocacy out of area; applicable for regional Grantees only.
- 9.6.6 **Staff Development Fee** – determined by the number of hours the Grantee attended a staff development training that was pre-approved by DHHS and focused on topics related to the provision of Services as outlined in this Contract and in compliance with DHHS Standards.
- 9.6.7 **Systems Advocacy Fee** - determined by the number of hours spent providing education and information to influence a system-wide change in compliance with DHHS Standards 9.2.
- 9.6.8 **Information and Referral Service Fee** - determined by the number of hours spent providing general information and referral services to individuals who do not also need Case Management services. Time spent providing information and referral

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services to an individual who is also receiving Case Management services must be billed as Case Management Fee rather than Information and Referral Service Fee.

Grantee will not be paid unless Grantee is in compliance with the Contract or until a plan to become in compliance is approved by the DHHS program contact and implemented by the Grantee.

9.7 MONTHLY REPORTING REQUIREMENTS - RESOURCE SPECIALIST

Reports shall contain the following program information:

- 9.7.1 number of New Individuals served and trained;
- 9.7.2 number of trainings provided, including:
 - 9.7.2.1 training dates;
 - 9.7.2.2 type of training (in-person or online, individual or entity);
 - 9.7.2.3 presenter name;
 - 9.7.2.4 Entity name;
 - 9.7.2.5 number of Entity training attendees;
 - 9.7.2.6 for online trainings: number of attendees who reside in the specialist’s assigned service area or who reside in another service area approved by DHHS to serve;
 - 9.7.2.7 training topics;
 - 9.7.2.8 number of hours, in 15-minute increments, for the portion of the training the Grantee presented; and
 - 9.7.2.9 canceled or no-show entity trainings;
- 9.7.3 county served for services and trainings;
- 9.7.4 number of days of travel to serve or train a New Individual and provide Case Management or Systems Advocacy services out of area; applicable for regional Grantees only;
- 9.7.5 number of individuals served and number of hours worked in 15-minute increments under information and referral services, and basic demographic information for each

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individual, including name, contact information, region, and a brief summary of the type(s) of information and referral(s) provided;

9.7.6 number of individuals served and number of hours worked in 15-minute increments under case management services and a brief summary of case management services provided;

9.7.7 number of technology demonstrations provided and time spent;

9.7.8 number of hours of Systems Advocacy worked in 15-minute increments and summary of efforts made;

9.7.9 overview of progress toward obtaining minimum goals set by the Contract, including an explanation for any goals not achieved and steps taken to achieve the goal in future months;

9.7.10 staff development course titles and number of days attended out of area;

9.7.11 number of hours in 15-minute increments of training attended in compliance with DHHS Standards 2.2;

9.7.12 narrative of any special challenges faced or areas of concern in providing services;

9.7.13 brief narrative of any activities performed in preparation for future major activities; and

9.7.14 any other information that DHHS requires.

9.8 RECORDS - RESOURCE SPECIALIST

Grantee shall keep and maintain records sufficient to determine Contract compliance and shall provide such records as necessary to cooperate with audit requests and as further discussed and required in the Contract HHS Uniform Terms and Conditions. Records shall substantiate activities reported. At a minimum supporting documentation shall include:

9.8.1 Name of individuals (served and trained), contact information, disability category, or a third-party validation when a minor's name cannot be released;

9.8.2 Original or system-generated electronic sign-in-sheets for training or third-party validation when a minor's name cannot be released that includes:

9.8.2.1 number of minors trained who are deaf;

9.8.2.2 number of minors trained who are hard of hearing;

9.8.2.3 number of minors trained who are deafblind; and

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- 9.8.2.4 third-party contact information;
- 9.8.3 Services requested by an eligible individual and date requested;
- 9.8.4 Summary of requested services provided to include service provision method (virtually or in-person) and service provision status as pending or resolved and date resolved;
- 9.8.5 Number of Group Trainings and Outreach events, and details for each (in-person or online, individual or entity, attendee information, etc.);
- 9.8.6 Topics covered for each Group Training or Outreach event;
- 9.8.7 Marketing materials that verify the training was advertised at least two (2) calendar days in advance or an entity's invitation;
- 9.8.8 Number of hours spent related to Group Trainings, Outreach events, information and referral services, case management services, and systems advocacy provided;
- 9.8.9 Dates of staff development and hours of DHHS required training attended;
- 9.8.10 Dates of travel, address where service was provided and training held, and number of miles of travel out of area;
- 9.8.11 Validation from the entity of training provided and number of persons trained;
- 9.8.12 Verification a training or event was cancelled or was an audience no-show;
- 9.8.13 County where individual resides;
- 9.8.14 County the in-person training occurred;
- 9.8.15 Verification of individuals invited to provide feedback about services received according to Grantee’s approved satisfaction plan; and
- 9.8.16 Verification for SADS equipment purchased.

10. DHHS Senior Citizens Program

10.1 PURPOSE – SENIOR CITIZENS PROGRAM

The purpose of the DHHS Senior Citizens Program is to provide services to individuals aged 60 or older who are deaf or hard of hearing to reduce communication barriers and isolation facing this population.

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Only a Grantee awarded a contract for Senior Citizens services shall comply with this section.

10.2 GRANTEE REQUIREMENTS – SENIOR CITIZENS PROGRAM

The Grantee shall:

- 10.2.1 Verify eligibility of individuals who are deaf or hard of hearing and aged 60 or older and determine appropriate services to be provided in compliance with the purpose of this section and the services listed on the Deaf and Hard of Hearing Services (DHHS) webpage at www.hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program;
- 10.2.2 Submit a report by the 7th calendar day of the month following the month in which services were provided using the online DHHS Contract Reporting application or format otherwise specified by System Agency. The report is to contain:
 - 10.2.2.1 a record of services provided;
 - 10.2.2.2 number of individuals served who are deaf or hard of hearing ages 60 or older;
 - 10.2.2.3 hours of service provided;
 - 10.2.2.4 description of event as applicable;
 - 10.2.2.5 service fee; and
 - 10.2.2.6 other costs associated as applicable in compliance with services listed at <https://hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>

10.3 PROGRAM RESTRICTIONS – SENIOR CITIZENS PROGRAM

The following are program restrictions:

- 10.3.1 Grantee shall only invoice for Senior Citizens services provided to individuals who are 60 years or older and deaf or hard of hearing; and
- 10.3.2 Grantee shall not invoice for or otherwise count services provided to seniors who are also served and invoiced through the Resource Specialist program for the same Service or event.

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10.4 FEE FOR SERVICE – SENIOR CITIZENS PROGRAM

DHHS hereby agrees to:

- 10.4.1 Pay Grantee for services provided to eligible senior citizens in accordance with Contract requirements that shall conform to and shall not exceed the established DHHS senior citizens services rates and guidelines as listed on the DHHS webpage at <https://www.hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>
- 10.4.2 Contact Grantee via email and provide notice at least thirty (30) calendar days in advance of the effective date of any relevant changes to be published on the website. Revisions to the rate schedule are typically made at the beginning of a state fiscal year.

10.5 REPORTING AND REQUIRED DOCUMENTATION – SENIOR CITIZENS PROGRAM

- 10.5.1 Monthly reports are used for invoicing purposes and shall contain the following program information as applicable:
 - 10.5.1.1 a record of services provided;
 - 10.5.1.2 number of individuals served who are deaf or hard of hearing ages 60 or older;
 - 10.5.1.3 hours of service provided;
 - 10.5.1.4 description of event as applicable;
 - 10.5.1.5 service fee;
 - 10.5.1.6 other costs associated as applicable in compliance with services listed at <https://hhs.texas.gov/services/disability/deaf-hard-hearing/dhhs-senior-citizens-program>; and
 - 10.5.1.7 any other information that DHHS requires.
- 10.5.2 Grantee shall keep and maintain records sufficient to determine Contract compliance and shall provide such records as necessary to cooperate with audit requests and as further discussed and required in the Contract HHS Uniform Terms

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and Conditions. Records shall substantiate activities reported. At a minimum, supporting documentation shall include the following as applicable:

- 10.5.2.1 demographic information related to individual seeking services, including name, age, contact information, disability category;
- 10.5.2.2 receipts or proof of payment;
- 10.5.2.3 activity schedules or calendars;
- 10.5.2.4 attendance logs or sign-in sheets;
- 10.5.2.5 description, date, time and length of service provided;
- 10.5.2.6 marketing materials;
- 10.5.2.7 vehicle usage and mileage logs;
- 10.5.2.8 staff time logs;
- 10.5.2.9 seminar or life enrichment supporting documents including agendas, materials, speaker contracts or fee agreements, attendance sheets, and evaluation forms if used; and
- 10.5.2.10 copies of newsletters, flyers, and related distribution lists.

11. DHHS Direct Communication Services

11.1 PURPOSE – DIRECT COMMUNICATION SERVICES

The purpose of the DHHS Direct Communication Services is to provide interpreter or Communication Access Real-time Translation (CART) services as a last resort in special circumstances to individuals who are deaf or hard of hearing.

Only a Grantee awarded a contract for Direct Communication Services shall comply with this section.

11.2 GRANTEE REQUIREMENTS – DIRECT COMMUNICATION SERVICES

The Grantee shall:

- 11.2.1 Provide interpreter services or CART services to persons who are deaf or hard of hearing as a last resort and in accordance with the terms and definitions outlined in these DHHS Contract Standards.

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- 11.2.2 Ensure a signed DHHS Confidentiality and Professional Conduct Statement (Attachment A-1) is on file for all non-certified deaf interpreters providing services. Non-certified deaf interpreters shall adhere to the requirements within the DHHS Confidentiality and Professional Conduct Statement.
- 11.2.3 Refer an individual to the closest DHHS contracted Resource Specialist if receiving vital services; process the referral by providing individual’s name and contact information. Individuals must give permission for the referral. An email shall be sent to the individual with contact information of the closest DHHS contracted Deaf and Hard of Hearing Resource Specialist. The DHHS Advocacy Referral Form (Attachment A-2) shall be used to document compliance with vital services.
- 11.2.4 Prior to providing communication services for a one-time event (workshop or conference), Grantee shall submit a service approval request to DHHS on a form that DHHS will provide. Upon approval, Grantee will include the estimated cost with their routine funds request;
- 11.2.5 When providing communication services for a one-time event (workshop or conference), ensure the event host acknowledges DHHS sponsorship on flyers and relevant printed materials;
- 11.2.6 Submit a report by the 7th of the following month in which services were provided using the online DHHS Contract Reporting application or format otherwise specified by System Agency.

11.3 PROGRAM RESTRICTIONS – DIRECT COMMUNICATION SERVICES

The following are program restrictions:

- 11.3.1 Grantee shall not use DHHS funds to supplement the Grantee’s accessibility needs for staff or other services that are provided by the Grantee; and
- 11.3.2 Grantee shall not use DHHS funds for other language services.

11.4 SERVICE DEFINITIONS – DIRECT COMMUNICATION SERVICES

- 11.4.1 **CART Provider** – an individual who holds a current certificate of competency issued by the Texas Court Reporters Association or issued by the National Court Reporters Association.

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- 11.4.2 **CART Services** – the provision of translation of the spoken word at least 170 words per minute with a minimum of 96% accuracy displayed as a full screen of text provided by a CART provider.
- 11.4.3 **Communication services for one-time events** - situations where communication access services (interpreter or CART provider) are needed for a local or statewide conference or workshop that focuses on topics related to individuals who are deaf or hard of hearing; the conference or workshop must not be an ongoing or recurring event (must take place less than once per year); funds are limited and service requests are considered on a first-come, first-served basis; reimbursement will be limited to approved events and expenses.
- 11.4.4 **Interpreter** – an individual who holds a current certificate issued by the HHSC Deaf and Hard of Hearing Services (DHHS), Board for Evaluation of Interpreters, or issued by the National Registry of Interpreters for the Deaf, or an individual who is deaf that has been providing interpreter services during the previous three (3) years. For all non-certified deaf interpreters providing services, Grantee shall have on file a signed DHHS Confidentiality and Professional Conduct Statement (Attachment A-1). Non-certified deaf interpreters shall adhere to the requirements within the DHHS Confidentiality and Professional Conduct Statement.
- 11.4.5 **Interpreting Services** – the provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual or visual to voice services for communication access provided by an interpreter as defined in these Standards.
- 11.4.6 **Last Resort Services** – situations where (1) the Americans with Disabilities Act does not apply, and (2) where a government entity is not involved or government funding not available, and (3) where the situation does not involve religious education or worship services; or where the situation is considered a Vital Service.
- 11.4.7 **Vital Services** – situations in which the Americans with Disabilities Act (“ADA”) may apply, but the responsible entity is not willing to provide services and a severe risk to the health or safety of the client exists if services are not provided at the requested time.

11.5 FEE FOR SERVICE – DIRECT COMMUNICATION SERVICES

Grantee will be compensated for services provided in compliance with the Contract based on the service level attained.

HHSC hereby agrees to:

- 11.5.1 Pay for communication services in accordance with the terms and definitions of these Contract Standards and at an hourly rate that shall conform to and shall not

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exceed the established rates set by HHSC as found at:
<https://www.hhs.texas.gov/business/contracting-hhs/communication-services-state-agencies-cssa/cssa-maximum-rates>

- 11.5.2 Contact the Grantee and provide notice of upcoming changes to be published on the website at least 30 days in advance of the effective date of any change. Revisions to rates are typically made at the beginning of a fiscal year.

11.6 REPORTING AND REQUIRED DOCUMENTATION – DIRECT COMMUNICATION SERVICES

- 11.6.1 Monthly reports are used for invoicing purposes and shall contain the following program information as applicable:
- 11.6.1.1 service date, type, time, and duration;
 - 11.6.1.2 number of individuals served (per event and cumulatively) who are deaf or hard of hearing;
 - 11.6.1.3 description of event and benefit to the state;
 - 11.6.1.4 name of Interpreter(s) or CART provider(s);
 - 11.6.1.5 HHSC region served;
 - 11.6.1.6 interpreter or CART provider certification status in accordance with the terms and definitions outlined in these DHHS Contract Standards;
 - 11.6.1.7 hours of service provided;
 - 11.6.1.8 billable travel expenses (per interpreter fee schedule and related guidelines found at <https://www.hhs.texas.gov/business/contracting-hhs/communication-services-state-agencies-cssa/cssa-maximum-rates>);
 - 11.6.1.9 name of the business or organization requesting one-time services; and
 - 11.6.1.10 any other information that DHHS requires.
- 11.6.2 Grantee shall keep and maintain records sufficient to determine Contract compliance and shall provide such records as necessary to cooperate with audit requests and as further discussed and required in the Contract HHS Uniform Terms and Conditions. Records shall substantiate activities reported. At a minimum, supporting documentation shall include the following as applicable:

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- 11.6.2.1 demographic information related to the entity or organization seeking services as applicable, including name, contact information, tax ID number or state vendor ID number;
- 11.6.2.2 description, date, time and length of service provided;
- 11.6.2.3 type of service provided (interpreter or CART);
- 11.6.2.4 for each one-time event sponsored, a copy of the service approval request form and subsequent approval received from DHHS;
- 11.6.2.5 for each one-time event sponsored, a complete and accurate invoice on organizational letterhead that includes the number of people who are deaf or hard of hearing that used the communication services;
- 11.6.2.6 receipts or proof of payment; and
- 11.6.2.7 a signed DHHS Confidentiality and Professional Conduct Statement (Attachment A-1) on file for all non-certified deaf interpreters providing services.

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