

**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 **<brief statement describing goods and services>**.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to the HHSC Open Enrollment No. **HHS00xxxxx**, 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 **the signature date of the latter of the Parties to sign this agreement** and terminates on **August 31, YYYY**, unless sooner terminated or renewed or extended. 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 **3** years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond **3** 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 Attachment A.

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

Margaret Susman, CTCM
Health and Human Services Commission
PO Box 12904; Mail Code 3027
Austin, Texas 78711
(512) 813-9855
margaret.susman@hhs.texas.gov

Contractor Contract Representative

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

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 Representative identified above.
- B. Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

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

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

- C. HHSC shall send legal notices to Contractor's 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 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.

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – PAYMENT FOR SERVICES PROVIDED**
- ATTACHMENT C – CONTRACT AFFIRMATIONS**
- ATTACHMENT D – UNIFORM TERMS AND CONDITIONS**

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**

<Contactor's Full Legal Name>

By: _____
Joe Perez
Interim Deputy Executive Commissioner

By: _____

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

DRAFT

Statement of Work

I. SCOPE OF SERVICES

Contractor shall provide to the HHSC Office of Deaf and Hard of Hearing Services (“ODHHS”) translation of written materials such as website content and emergency information into American Sign Language (“ASL”) which will be filmed and used for public access.

II. CONTRACTOR RESPONSIBILITIES

Contractor hereby agrees to upon ODHHS request:

- A. Provide to ODHHS within 10 calendar days prior to the filming session an ASL gloss document of the content to be filmed.
- B. Provide to ODHHS within 3 business days of request, a revised ASL gloss document to incorporate changes made by ODHHS of the previous ASL gloss provided;
- C. Travel to Austin, Texas to perform in ASL, the ODHHS approved ASL gloss which will be filmed in 1 day.
- D. Provide to ODHHS within 5 business days, a recorded video in high definition with at least 1920 x 1080 pixels of the ODHHS approved ASL gloss. ODHHS will provide the Contractor written guidance regarding the number of hours authorized for each video under this Contract with the request for ASL video services.

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Attachment B

Payment for Services

I. PAYMENT

- A. Contractor will be paid for an HHSC approved services in accordance with and up to the amounts authorized based on the following rates stated below:
 - 1. \$80.00 per hour authorized for the submission of an HSSC approved ASL gloss document.
 - 2. \$90.00 per hour of filming in Austin, Texas.
 - 3. \$80.00 per hour authorized for the submission of an HHSC approved ASL video.
 - 4. \$80.00 per hour authorized for preparation time for filming.
- B. ODHHS will provide as part of the request for services, the maximum number of hours that may be billed upon completion and approval of the ASL gloss document and ASL video.
- C. HHSC will make payment on a properly prepared and submitted invoice, in accordance with the Prompt Payment Act, Texas Government Code §2251.

II. INVOICING

- A. The contractor is to submit to ODHHS an invoice within thirty calendar days from the date the ASL gloss document was provided to ODHHS, the last day of filming, or the date the video was provided to ODHHS. The invoice shall contain the following information:
 - 1. Contractor Name;
 - 2. Contract Number;
 - 3. Texas Identification Number;
 - 4. Address;
 - 5. Email address;
 - 6. Telephone number;
 - 7. Invoice Number;
 - 8. Service dates;
 - 9. Description of services provided; and
 - 10. Invoice total;
- B. 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.

C. Invoices and required information shall be submitted to:

Office of Deaf and Hard of Hearing Services
Health and Human Services Commission
ASL Video Services Invoice
PO Box 12904
Austin, Texas 78711

Or by email to: nikki.soukup@hhs.texas.gov

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