



Travis County Commissioners Court Agenda Request

Meeting Date: September 17, 2013

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1 to Interlocal Agreement No. 4500000109, Texas Department of Assistive and Rehabilitative Services, for Communication Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Through this Interlocal Agreement, the Department of Assistive and Rehabilitative Services (DARS) will contract with Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide communication services for clients of Texas State Agencies. The Agencies include: Texas Workforce Commission, Texas Department of Family and Protective Services, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.

Modification No. 1 will renew the Interlocal agreement for a period of one year effective September 1, 2013 through August 31, 2014. The agreement may be renewed upon mutual agreement under the same terms and conditions for two additional one year renewal periods. TCSDHH estimates the modification will provide \$42,000 in revenue during FY14.

DARS is contracting communication services from TCSDHH, which is why the original Interlocal Agreement and Modification No. 1 were created by the DARS Agency. Travis County will sign the modification first and return to DARS for final execution.

ID# 9307

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Contract Expenditures: Not Applicable

➤ **Contract-Related Information:**

Award Amount: \$40,000 – Revenue Generating

Contract Type: Interlocal Agreement

Contract Period: September 1, 2011 – August 31, 2013

Note: The Interlocal Agreement coincides with DARS' fiscal year period.

➤ **Contract Modification Information:**

Modification Amount: \$42,000 Revenue Generating

Modification Type: Bilateral

Modification Period: September 1, 2013 – August 31, 2014

➤ **Solicitation-Related Information:** Not Applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** Not Applicable

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:** Not Applicable – Revenue Generating

SAP Shopping Cart #:

Funding Account(s):

Comments:

ID# 9307

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

Amendment No. 1 of Contract
Between
Department of Assistive and Rehabilitative Services
and
Travis County through
Travis County Services for the Deaf and Hard of Hearing

It is mutually understood and agreed by and between the undersigned parties of the above numbered Contract to amend the said contract as follows:

1. **Amend Contract Terms to read:**

This amendment is effective on the signature of both parties through August 31, 2014.

This contract may be renewed upon mutual agreement under the same terms and conditions for two (2) additional one-year renewal periods.

2. **Replace VII SCOPE OF WORK (C) in its entirety with the following:**

C. Request funds by month by state agency. Funds not approved in advance and have not received approval of funds by DHHS before services are provided are not guaranteed to be approved and services are not guaranteed to be reimbursed. Funds shall be requested using the online DHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor). Funds requested in less than 1 month in advance are not guaranteed to be approved prior to service need.

3. **Replace VIII. State Agencies Contracting with DARS-DHHS, 2. Communication Services for the Department of State Health Services-Substance Abuse (DSHS-SA), 2.3 in its entirety with the following:**

2.3 Contractor shall not provide services without a DSHS-SA-approved communication access service request form in which the request has been approved by the DSHS Contract Manager. Contractor shall not provide services for any changes made to the request unless the changes have been approved by the DSHS Contract Manager. Contractor shall submit an approved DSHS Contract Manager approved request form and any DSHS Contract Manager approved changes for services billed along with the monthly invoice. Contractor will not be reimbursed for services if a DSHS-SA-approved form is not provided and if services provided were not approved by the DSHS Contract Manager.

4. **Replace VIII. State Agencies Contracting with DARS-DHHS, 3. Communication Services for the Department of State Health Services-Health Services (DSHS-HS),.3 in its entirety with the following:**

3.3 Contract shall provide the following along with the monthly invoice for services provided:

- Name of Clinic served including Local agency and site numbers
- Parent/Guardian name, date of birth and PAN number;
- Participant Name, date of birth and PAN number.

5. **Replace VIII. State Agencies Contracting with DARS-DHHS, 4. Communication Services for the Office of the Attorney General (OAG) in its entirety with the following:**

4.1 Contractor shall provide communication access services to employees and consumers of OAG.

4.2 Contractor shall provide certified interpreters for all assignments.

4.3 Contractor shall notify the OAG Child Support contact that has requested Services of any cancellation by Contractor no later than twenty-four hours (24) prior to the scheduled Services.

4.4 Contractor shall ensure that any individual providing services under this contract, shall: (1) not be left alone with any OAG employees or representatives or any other person associated with the event at which the individual is providing services under this contract; and, (2) ensure that an adult who has gone through and is current with the full OAG background check process be physically present in the immediate area at all times such individual is providing services to or otherwise has contact or access to any OAG employees or representatives or any other person associated with the event at which the individual is providing services under this contract.

4.5 Contractor shall prevent or promptly remove any individual providing services under this contract from (i) direct contact with any OAG employee or representative or any other person associated with the event at which the individual is providing services under this contract and (ii) from access to records related to such event, if such individual providing services under this contract is alleged to have committed acts of abuse, neglect or exploitation of children, the elderly or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety or morals; against property or an offense under Chapter 481 of the Texas

Health and Safety Code (Texas Controlled Substances Act); or similar offenses under the laws of the federal government, other states, or other jurisdictions; or any act or offense that can reasonably be associated with potential risk of harm or loss, based on the job duties or contractual role(s) of the person in question at any time during the contract period, to the OAG and/or its employees or representatives or any other person associated with the event at which the individual is providing services under this contract.

- 4.6 Contractor's certified interpreters shall, for assignments that may involve tax information, participate in all training administered by the OAG and execute all statements and certifications provided to them by the OAG which are related to compliance with the United States Internal Revenue Service Requirements for Safeguarding of Federal Tax Information, Including Federal Tax Returns and Return Information in accordance with IRS Publication 1075 (Rev. 12-2007). All such training and completion of statements and certifications shall be included as part of the assignment request and billable in compliance with the DARS-DHHS Communication Access Maximum Rates and Guidelines hourly fee.

All other terms and conditions not hereby amended are to remain in full force and effect.

The terms of this amendment are accepted by the parties of the contract. Persons signing the amendment are authorized to obligate the parties to the terms of the contract.

**Texas Department of Assistive and
Rehabilitative Services**

**Travis County through Travis County
Services for the Deaf
and Hard of Hearing (CSSA)**

Lori Breslow
Director, DHHS

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: August 27, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: *Blanca Leidy for Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Texas Department of Assistive and Rehabilitative Services
Communication Services for State Agencies revenue contract

Proposed Motion:

Consider and take appropriate action to approve the FY'14 Communication Services for State Agencies (CSSA) revenue contract with the Texas Department of Assistive and Rehabilitative Services.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreter services for clients served by the following state agencies: Texas Workforce Commission, Texas Department of Family and Protective Services, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$42,000 in revenue during FY'14. The contract runs from 9/1/13 – 8/31/14.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

This contract has been in place for several years.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Martin, Program Manager, TCSDHH
Nicki Riley, Travis County Auditor
Tracy Leblanc, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office