**TEXAS**

Department of Assistive

and Rehabilitative Services

**SERVICES CONTRACT**

14-digit Payee 10 Number: 1742056167-000 Contract Number: 5382001601

I. **PARTIES**

This contract is entered into between the Department of Assistive and Rehabilitative Services (OARS), 4900 North Lamar Blvd, Austin, Texas 78751, hereafter referred to as OARS and:

Legal Name of Contractor: National Federation of the Blind of Texas

Mailing Address: 314 E HIGHLAND MALL BLVD STE 253

Street Address (if different):

City and Zip: Austin, Texas 78752-3725

Telephone: (512) 323-5444

FAX number: 512-420-8160

Contact Person: Richie Flores, Project Coordinator hereafter referred to as the "Contractor".

II. **PURPOSE**

The purpose of this contract: NFB has a Peer-Mentor program designed for DBS consumers who are blind or visually impaired to assist them with becoming productive members of their community. The mentoring program focuses on one or more of the six core areas: adjustment to blindness, travel, independent living skills, communication, support systems and vocation which will increase self-confidence and self-esteem.

**CONTRACT PERIOD**

This contract is effective the latter of November 1, 2012 or on the signature of both parties, through April 30, 2013.

Ill. **RENEWAL**

**A.** This contract may be renewed upon mutual agreement under the same terms and conditions for ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL PERIOD BEGINNING 05/01/2013.

**IV. LEGAL AUTHORITY**

This contract is awarded in accordance with Texas Government Code, Title 10, Chapter

2155.144 and Texas Administrative Code, Title 1, Part 15, Chapter 391 and

**V. DEFINITIONS**

NFBT: is a non-profit corporation which emphasizes improving the lives of blind and visually impaired individuals through their mentoring service supporting young blind individuals throughout Texas.

Mentee: Department of Blind Services

(DBS) Consumer

**VI. SCOPE OF SERVICES**

The Department of Assistive & Rehabilitative services (DARS) is seeking a Contractor to provide mentoring services to youths and young adults who are blind or visually impaired to assist them with becoming productive members of their community and to achieve future goals such as employment and post-secondary success.

The mentoring service is designed to assist up to fifteen (15) Division for Blind Services (DBS) consumers per month. The mentoring service will enhance the individuals' confidence and self-esteem through various core activities. The program of activities and experiences will occur within the community and will promote development of skills in one or more of the following six core areas based on the identified needs of the Mentee: 1) adjustment to blindness; 2) travel; 3) independent living skills;

4) communication, 5) support systems and 6) vocation.

**VII. PAYMENT RATES AND TERMS**

**A.** The balance of the contract amount is not to exceed $40,000 divided by 12 months (contract period), divided by the number of mentees that attend during that month, not to exceed fifteen (15) mentees (consumers) per month. The total monthly cost per mentee/consumer is $222.22.

**B.** In accordance with the Prompt Payment Act, Texas Government Code Chapter 2251, OARS will make payment on a properly prepared and submitted invoice within 30 days of receipt. Payments will occur monthly and will be contingent on provisions of appropriate contractor's monthly activity reports and documentation. Invoices for services and reports shall be submitted prior to the fifteenth (15) day of the following month.

**C.** Invoice to: Department of Assistive and Rehabilitative Services, 4900 N.

Lamar Blvd, Attention: Accounts Payable, Austin, Texas 78751, unless otherwise indicated on the Purchase Order, in compliance with the following procedure:

**1.** The invoice shall reflect the State of Texas Vendor identification number or federal tax identification number, and correct "Remit to:" address.

2. The invoice shall reflect the OARS PO Number and/or contract number if applicable and include a description of the services performed, and the period covered by the invoice.

The invoice shall comply with all applicable state requirements or may be rejected for payment until Contractor provides conforming invoices. The invoice shall meet the contract requirements, shall be supported by other documentation submitted, and shall be subject to OARS approval. All services shall be performed to OARS satisfaction, and OARS shall not be liable for any payment pursuant to the resulting contract for services which are unsatisfactory and which have not been approved by OARS.

VIII. **CONTRACTOR OBLIGATIONS**

Contractor shall comply with the following provisions:

**A.** Review Mentor's qualifications as referenced below, H. Mentor

Qualifications.

**B.** Verify Mentee is a OARS OBS consumer.

**C.** Provide mentoring services for OBS consumers as described in the Scope of Work.

**D.** Maintain a physical location from which services are rendered.

**E.** Maintain an emergency evacuation plan that complies with all applicable local, state and federal laws, rules and regulations governing provision of services under this contract.

**F.** Participate in periodic conference calls and face to face meetings as requested by OARS at contractor's expense.

**G.** Submit to OARS a monthly activity report which includes one or more of the six core areas. The information shall include, but not be limited to items listed below:

1. Mentor and Mentee/consumer name;

2. Activities completed with mentee, as related to the six core areas;

3. Length of time spent with mentee/consumer; and,

4. If the contact time with mentee/consumer was face to face or by telephone.

**H.** Mentor Qualifications:

i. Potential mentors must commit to building a long term relationship with participants that foster the development of blindness skills and growth in the six core areas.

ii. A confidential criminal back ground check will be obtained on all mentor applicants by the contractor.

iii. Potential mentors must be screened to ensure they are appropriate for the program.

iv. Potential mentors should have appropriate skills and abilities to work with youth and young adults to build confidence, advocacy skills, leadership skills and to promote positive attitudes for future success.

v. Potential mentors should have a variety of experience with employment, independent living skills, community interactions, post-secondary education and/or employment.

IX. **OARS OBLIGATIONS**

**A.** During the term of the contract, OARS, at their discretion, will perform contractor on-site visits to provide technical assistance, monitor monthly activity reports, and carry out other contract management related functions.

**B.** OARS will refer eligible OARS consumers to the Contractor, as appropriate.

**X. STANDARD TERMS AND CONDITIONS**

Contractor shall comply with the following standard terms and conditions:

**A.** This contract is subject to the availability of state and/or federal funds. If funds are not available or if available funding is reduced, OARS will provide the Contractor with written notice of termination in accordance

with provisions of this contract, payment suspension, or funding reduction. Contractor will have no right of action against the State of Texas or OARS in the event that OARS is unable to fulfill its obligations under this contract as a result of lack of sufficient funding.

**B.** This contract represents the entire agreement of the parties. Any changes, deletions, extensions or amendments to this contract shall be in writing

and signed by both parties.

C. The Contractor will immediately notify OARS if at any time the Contractor is not in compliance with the provisions of this contract. A false statement regarding the Contractor's compliance with the terms of this contract may be treated as a material breach of this contract and may be grounds for OARS to terminate the contract.

D. The Contractor will notify OARS in writing at least 60 calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number. The Contractor must not assign its OARS contract in whole or in part, or any right or duty required under the contract without prior written approval from OARS. Unless otherwise approved in writing by OARS, assignment will

not release the Contractor who is the assignor from its contractual

obligations.

E. The Contractor accepts liability and retains responsibility for the performance of any of its personnel and subcontractors providing services under the terms of this contract.

F. The Contractor accepts responsibility for compensating any party with whom the Contractor enters into a subcontract to provide services under the terms of this contract.

G. The Contractor, Contractor's employees, subcontractors under this contract and their employees are not employees of OARS, are not eligible for OARS employee benefits and will not represent themselves as OARS employees.

H. The Contractor's records related to this contract are subject to the requirements of Texas Government Code Chapter 552, Public Information (the Public Information Act).

I. The Contractor will comply with all applicable state and federal laws, rules and regulations governing provision of services under this contract and state policies and procedures issued by OARS, including but not limited to requirements specifically stated in this contract.

J. The Contractor will comply with all applicable state and federal laws, rules, regulations and policies regarding conflicts of interest under this contract. The Contractor warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this contract.

K. If the procurement action leading to this contract allows non-competitive renewal, such renewal will be based upon OARS' determination that the

Contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.

L. The Contractor and any of its subcontractors associated with this contract will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of OARS­ related information and to protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations and DARS policies and procedures. Different requirements apply to different types of contractors. Requirements that may apply include, but are not limited to:

• Federal Vocational Rehabilitation regulations at 34 C.F.R. Part 361;

• Federal Early Intervention regulations at 34 C.F.R. Part 303;

• Texas Health and Safety Code Sections 85.113 and 85.115;

• HIPAA privacy and security rules, 45 C.F.R. parts 160, 162 and 164;

• American Recovery and Reinvestment Act of 2009, Sections 13400-

13411 (42 U.S.C § 17921);

• Title 1 Texas Administrative Code, Sections 202.1 and 202.3 through

202.28;

• Federal Information Security Management Act of 2002 (FISMA);

• Publication 1075-Tax Information Security Guidelines for Federal, State and Local Agencies;

• NIST Special Publication 800-53 Revision 3-Recommended Security

Controls for Federal Information Systems and Organizations;

• NIST Special Publication 800-47-Security Guide for Interconnecting

Information Technology Systems; and

• Health and Human Services Enterprise Information Security

Standards and Guidelines.

Upon reasonable notice, the Contractor must provide and cause its subcontractors and agents to provide OARS or its designee prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the

performance of the scope of work including, but not limited to:

1. Contractor information security policies;

2. Contractor information security procedures;

3. Contractor information security standards;

4. Contractor information security guidelines;

5. Contractor security plan in compliance with NIST Special

Publication 800-53 Revision 3;

6. Contractor security violation reports;

7. Contractor employee security acknowledgement agreements; and

8. Lists of Contractor's employees with authorized access to OARS

confidential information.

Items (1) through (5) above are subject to OARS review and approval. Neither OARS review or approval, nor its failure to review or approve will relieve, waive, or satisfy any of the Contractor's obligations under this Agreement.

The Contractor will provide and will cause its subcontractors and agents to provide to OARS periodic written certifications of compliance with controls and provisions relating to information security, including but not limited to those related to confidential data transfers and the handling and disposal of Protected Health Information (PHI), Electronic Protected Health Information (EPHI), and Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

• Statement on Standards for Attestation Engagements (SSAE) No.16, Service Organization Control (SOC) Report;

• General Security Controls Audit;

• Application Controls Audit;

• Vulnerability Assessment; and

• Network/Systems Penetration Test.

M. The Contractor and any of its subcontractors associated with this contract will retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this contract for which a claim or report was submitted to OARS. The records and documents must be kept for three years after the date of submission of the final billing or until all billing questions are resolved, whichever is later.

N. Acceptance of funds under this contract acts as acceptance of the authority of OARS, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of

the Contractor or any subcontractors in connection with those funds during

the term of the contract and thereafter, as provided by law. Upon request, the Contractor and any of its subcontractors associated with this contract will provide OARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives any books, documents, papers and records which are directly pertinent to this contract for the purpose of conducting audits, examinations,

investigations, matching funds validations, or making excerpts and transcriptions. The Contractor and subcontractors associated with this contract will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions. The Contractor will ensure this clause

concerning the authority to audit funds received indirectly by subcontractors through the Contractor, the requirement to make books, records, documents and papers, and the requirement to cooperate is included in any subcontract it awards.

0. The Contractor and any subcontractors associated with this contract agree to permit on-site monitoring visits, as deemed necessary by OARS to review all financial or other records and management control systems relevant to the provision of goods and services under this contract. The Contractor will include this requirement in any subcontract associated with this agreement.

P. The Contractor and any of its subcontractors associated with this agreement will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and performance or fiscal exceptions found by OARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives. Such remedy can include refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by OARS.

Q.

(a) Contractor agrees to comply with state and federal antidiscrimination

laws, including without limitation:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et

seq.);

(4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); (5) Title IX of the Education Amendments of 1972 (20 U.S.C.

§§1681-1688);

(6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et

seq.); and,

(7) OARS administrative rules, as set forth in the Texas

Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United

States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service, or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

(b) Contractor agrees to comply with Title VI of the Civil Rights Act of

1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the

effect of excluding or limiting the participation of persons in its programs,

benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(d) Upon request, Contractor will provide Health and Human Services Commission (HHSC) Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

(e) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than 10 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206

Austin, Texas 78751

Phone Toll Free: 1-888-388-6332

Phone: (512) 438-4313

TTY Toll Free: 1-877-432-7232

Fax: (512) 438-5885

R. The Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324a, *et* seq.) regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract.

S. If the Contractor is indebted to or owes delinquent taxes to the state, pursuant to §403.0551 of the Government Code, any payments owed to the Contractor under this contract will be applied toward elimination of the Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

T. If this is a contract for goods or services that equals or exceeds $25,000 or a grant or a subgrant in any amount, then the Contractor/grantee agrees as follows:

Certification Regarding Debarment, Suspension, Ineligibility, and

Voluntary Exclusion for Covered Contracts

1. Neither the Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or by the State of Texas.

2. The Contractor will include this certification titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts,* without modification, in all covered subcontracts and solicitations for all covered subcontracts.

3. The Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OARS or other federal department or agency, as applicable.

4. A Contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the contractor knows that the certification is erroneous. A Contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith

the certification required by this certification document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. Except for contracts authorized under paragraph 3 of these terms, if a Contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible,

or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, OARS may pursue available remedies, including suspension and/or debarment.

7. The Contractor will provide immediate written notice to OARS if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

8. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

U. If this contract (including all subgrants or subcontracts) equals or exceeds

$100,000 the Contractor/grantee agrees as follows:

Certification Regarding Lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification

be included in the award documents for all subawards at all tiers

(including subcontracts, subgrants, and contracts under grants,

loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

V. Under Government Code, Sections 2155.006 and 2261.053, as applicable, the vendor or Contractor certifies that the individual or business entity named in this bid or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

W. OARS and the federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or State of Texas government purposes:

1. the copyright in any work developed under this contract, and

2. any rights of copyright to which the Contractor purchases ownership with contract support.

X. The Contractor represents and warrants that it will buy Texas products and materials for use in providing the goods or services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products

and materials.

**Y.** OARS may grant relief from performance of the contract if the contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with OARS.

**Z.** Disputes and claims for breach of contract under this contract will be resolved under laws of the State of Texas, the Texas Government Code Chapter 2260 and OARS rules, policies, and procedures.

**AA.** If any part of this contract is held unenforceable, the rest of the contract will remain in full force and effect.

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**88.** Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

**CC.** If the Contractor fails to perform in accordance with the provisions of this contract, OARS may upon written notice to the Contractor, take adverse action against the Contractor, up to and including terminating the contract in whole or in part. If notice of termination is given, all work by Contractor shall cease on the effective date of the termination, and OARS will not pay for work performed following that date. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. Adverse action, including termination, may result from, but is not limited to:

1. violation of the terms of this contract;

2. any evidence of abuse, neglect, or exploitation of consumers receiving services from the Contractor as substantiated by an investigation conducted by the Contractor, an external regulatory agency, or OARS;

3. any time OARS has reason to believe that the health or safety of

OARS consumers is compromised;

4. any change in ownership or change in control that OARS believes would adversely affect the delivery of services;

5. any real or apparent conflict of interest;

6. any violation of state or federal law.

**DD.** This contract may be terminated by mutual consent or by either party with

30 calendar days written notice.

**EE.** Contractor will comply with Chapter 48, Human Resources Code, regarding reporting of abuse, exploitation or neglect of elderly or disabled persons.

**XI. ADDITIONAL TERMS AND CONDITIONS**

Contractor shall comply with the following additional terms and conditions:

**XII. INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless the state of Texas, its officers, and employees, and OARS, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or Performance of this contract. Contractor shall coordinate its defense with the Texas attorney general as requested by OARS. This paragraph is not intended to and shall not be construed to require

contractor to indemnify or hold harmless the state or OARS for any claims or liabilities resulting from the negligent acts or omissions of OARS or its employees.

XIII. **ASSIGNMENT**

The contractor shall not assign or subcontract the whole or any part of the contract without OARS' prior written consent.

**XIV. SIGNATURES**

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

OARS REPRESENTATIVE CONTRACTOR

Signature Signature of Person Authorized to Sign

Contracts

Barbara J. Madrigal Printed Name

 Kimberley Flores Printed Name

Assistant Commissioner President

Title Title

Date Date