

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT
(NEW BRAUNFELS REGIONAL REHABILITATION HOSPITAL, INC.)**

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Blvd., Austin, Texas 78751, and **NEW BRAUNFELS REGIONAL REHABILITATION HOSPITAL, INC.** (“Contractor”), a Texas For Profit Corporation and having its principal office at 2041 Sundance Parkway, New Braunfels, Texas 78130 (each a “Party” and collectively “the Parties”) enter into the following contract for **Hospital Services** (the “Contract”) as described in **ATTACHMENT A, STATEMENT OF WORK.**

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of the *Texas Government Code* Chapter 531.

III. DURATION

The Contract is effective on **September 1, 2017** at **12:00 AM CST** and terminates on **August 31, 2019** at **11:59 PM CST**, unless renewed or terminated pursuant to the terms and conditions of the Contract. HHSC, at its own discretion, may renew this Contract for three (3) additional, one (1) year terms, subject to terms and conditions mutually agreeable to the Parties. At the sole option of HHSC, the Contract may also be extended beyond all exercised renewal periods as necessary to complete the mission of the procurement, ensure continuity of service, or as otherwise determined by HHSC to serve the best interest of the state.

IV. PAYMENT RATES AND TERMS

Nothing in this Contract expresses or guarantees that HHSC will issue any Service Authorization to the Contractor. All services requested under the Contract will be requested on an as needed basis, and HHSC makes no guarantee of the minimum volume of usage under the Contract. If services are performed, payment for such services is limited to the applicable rate limits. The rate of payment for approved services is the lesser of: a flat rate of 50% of fair billing, or a negotiated rate lower than the percentage rate methodology described herein, and mutually agreed to by the HHSC representative and an authorized representative of the Contractor on a case-by-case basis. This agreement shall be recorded on a Reduced Payment Agreement Form and signed by both parties prior to provision of services. All expenditures under the Contract will be in accordance with **ATTACHMENT B, PAYMENT RATES AND TERMS.**

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party:

HHSC
Health and Human Services Commission
Attention: Christine Medeiros

701 W. 51st St.
Austin, Texas 78751

Contractor

New Braunfels Regional Rehabilitation Hospital, Inc.
Attention: Angelica Serda
2401 Sundance Parkway
New Braunfels, Texas, 78130

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by a Party in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

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

Contractor

New Braunfels Regional Rehabilitation Hospital, Inc.
Attention: Angelica Serda
2401 Sundance Parkway
New Braunfels, Texas, 78130

Legal notice given by Contractor shall be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. PRIVACY, SECURITY, AND BREACH NOTIFICATION

“HHSC Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Provider electronically or through any other means that consists of or includes any or all of the following:

- a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- b) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- c) Federal Tax Information;
- d) Personally Identifiable Information;
- e) Social Security Administration Data, including, without limitation, Medicaid information;
- f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Any HHSC Confidential Information received by the Provider under this Agreement may be disclosed only in accordance with applicable law. By signing this agreement, the Provider certifies that the Provider is, and intends to remain for the term of this agreement, in compliance with all

applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

- a) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
- b) 42 CFR Part 2 and 45 CFR Parts 160 and 164;
- c) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;
- d) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
- e) Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
- f) OMB Memorandum 07-16;
- g) Texas Business and Commerce Code Chapter 521;
- h) Texas Health and Safety Code, Section 81.006 and Chapters 181 and 611;
- i) Texas Human Resources Code § 12.003;
- j) Texas Government Code, Chapter 552, as applicable;
- k) Title 3 of the Texas Occupations Code, as applicable;
- l) Constitutional and Common Law Privacy; and
- m) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Agreement.

The Provider further certifies that the Provider will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.


Provider will ensure that any subcontractor of Provider who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Provider, and Provider will submit a copy of that Business Associate Agreement to HHSC upon request.

Signature Page Follows

SIGNATURE PAGE FOR THIS HHSC CONTRACT

**HEALTH AND HUMAN SERVICES
COMMISS**

DocuSigned by:

By:  _____
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Magdalena Blanco
Deputy Associate Commissioner

**NEW BRAUNFELS REGIONAL
REHABILITATION HOSPITAL, INC.**

By:  _____

Name: Mario Rodriguez

Title: CEO

Date of execution: 8/16/2017 | 6:34 PM CDT

Date of execution: 8/10/17

The following attachments to this System Agency Contract are hereby attached and incorporated by reference:

- Attachment A - Statement of Work**
- Attachment B - Payment Rates and Terms**
- Attachment C - Locations**
- Attachment D - HHSC Special Conditions CRS (Version 1.0)**
- Attachment E - General Affirmations (Version 2.0)**
- Attachment F - Contractor Response**
- Attachment G - HHSC Uniform Terms and Conditions - Vendor (Version 2.14)**

Attachments Follow



TEXAS
Health and Human Services

Attachment A

Statement of Work

1) PROGRAM PURPOSE

The purpose of the Comprehensive Rehabilitation Services (CRS) program is to help eligible consumers who have a traumatic brain injury (TBI) and/or traumatic spinal cord injury (SCI) improve their ability to function independently in the home and the community. The program focuses to improve self-care, communication, and mobility in order to function more independently in the home and community. Hospital services may include the following:

Hospital Services: Inpatient or outpatient services necessary to correct or substantially modify, within a reasonable period of time, a condition that is stable or slowly progressive. Inpatient services include room, board, and professional services for more than a 24-hour duration. Outpatient services are less than 24 hours in duration and do not require admission to the hospital for an overnight stay. Inpatient comprehensive medical rehabilitation services (ICMRS) are part of hospital services that address medical and rehabilitation issues that require 24-hour-a-day nursing services, and are provided as recommended by an interdisciplinary team in a hospital setting. The services are specified in the service array and, unless otherwise specified, should be considered all inclusive. If a consumer requires medication, the medication is provided by the hospital pharmacy. Pharmacy charges appear as a line item on the invoice and are paid according to the contracted rate. Goods or services approved by the CRS program that are not part of the contracted rate for inpatient comprehensive medical rehabilitation services are considered ancillary and must be pre-authorized before service is rendered if services are not preauthorized then there is no guarantee of payment. Ancillary services must be preauthorized by CRS counselors according to CRS policy, are reimbursed according to the reimbursement methodology described in 1 TAC §355.9040. These services may include orthotics, prosthetics, medications that are not part of a contract, medical equipment and supplies, or physician services that are required to enable participation in a CRS-approved service, and paraprofessional services that are required to enable participation in therapy sessions.

Implantable Device: Implantable device means an object or device that is surgically:

- a) Implanted;
- b) Embedded;
- c) Inserted;
- d) or otherwise applied; and
- e) Related equipment necessary to operate, program and recharge the implantable.

Medical Records: The written history of those services provided to an individual during a hospital stay or while receiving outpatient services. Medical records may include an admitting history and physical narrative; operative reports; progress notes; or discharge summaries.

Psychological Services: Psychological testing and psychological counseling provided by or under the supervision of a licensed psychologist.

- a) A general diagnostic battery includes but is not limited to: Diagnostic interview and history; full scale intelligence test, projective or objective personality test; standardized academic achievement test; review and evaluation with a written report.

- b) A neuropsychological testing battery includes but is not limited to: Diagnostic interview and review of history, assessments, and test data provided from the general diagnostic battery; evaluation of verbal-cognitive factors resulting from general diagnostic battery; evaluation of emotional coping factors resulting from general diagnostic battery; standard neuropsychological batteries, or series of appropriate tests accepted in the field; written narrative report.

Third Party Payment: Payment by a financial agent, including but not limited to self-insured plans, commercial/private insurance plans, Medicare, Medicaid, or other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service. CRS is considered the payor of last resort. If a consumer has third party benefits the contractor is required to provide CRS with the explanation of benefits (EOB) or denial from other pay sources(s). It is the contractor's responsibility to communicate with CRS staff regarding pre-authorizations or estimated third party payment prior to service delivery in order for CRS staff to provide appropriate authorization of services.

2) CONTRACTOR REQUIREMENTS

The Contractor must:

- a) Provide hospital services to be provided in compliance with hospital licensing regulations found at <http://dshs.texas.gov/facilities/hospitals/laws-rules.aspx>
- b) The Contractor will ensure programmatic supporting records are:
 - i) sufficient to support performance in accordance with the contract;
 - ii) adequate to document compliance with applicable standards;
 - iii) easily retrievable; and
 - iv) available to HHSC upon request.

3) SERVICE DELIVERY AREA(S)

This is a state-wide service area.

4) ELIGIBLE POPULATION

Consumer eligibility is determined by applicable law [40 TAC §107.707](#) and consumers must meet eligibility requirements as outlined in the CRS Standards for Providers Manual (<https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>).

5) CONSUMER CHARACTERISTICS

Contractor must be prepared to serve individuals with characteristics including, but not limited to:

- a) **Cognitive deficits**
 - i) Attention
 - ii) Concentration
 - iii) Distractibility
 - iv) Memory
 - v) Speed of Processing
 - vi) Confusion

- vii) Perseveration
- viii) Impulsiveness
- ix) Language Processing
- x) Executive functions

b) Speech and Language deficits

- i) Not understanding the spoken word (receptive aphasia)
- ii) Difficulty speaking and being understood (expressive aphasia)
- iii) Slurred speech
- iv) Speaking very fast or very slow
- v) Problems reading
- vi) Problems writing

c) Sensory deficits

- i) Difficulties with interpretation of touch, temperature, movement, limb position and fine discrimination.

d) Perceptual deficits

- i) Difficulty with the integration or patterning of sensory impressions into psychologically meaningful data

e) Vision deficits

- i) Partial or total loss of vision
- ii) Weakness of eye muscles and double vision (diplopia)
- iii) Blurred vision
- iv) Problems judging distance
- v) Involuntary eye movements (nystagmus)
- vi) Intolerance of light (photophobia)

f) Hearing deficits

- i) Decrease or loss of hearing
- ii) Ringing in the ears (tinnitus)
- iii) Increased sensitivity to sounds

g) Smell deficits

- i) Loss or diminished sense of smell (anosmia)

h) Taste deficits

- i) Loss or diminished sense of taste

i) Seizures

- i) The convulsions associated with epilepsy that can be several types and can involve disruption in consciousness, sensory perception, or motor movements

j) Physical Changes

- i) Physical paralysis/spasticity

- ii) Chronic pain
- iii) Control of bowel and bladder
- iv) Sleep disorders
- v) Loss of stamina
- vi) Appetite changes
- vii) Regulation of body temperature
- viii) Menstrual difficulties

k) Social-Emotional deficits

- i) Dependent behaviors
- ii) Emotional ability
- iii) Lack of motivation
- iv) Irritability
- v) Aggression
- vi) Depression
- vii) Disinhibition
- viii) Denial / lack of awareness

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Attachment B

Payment Rates and Terms

1) PAYMENT

The Health and Human Services Commission (HHSC) will pay the Contractor for referred services provided and invoiced in accordance with the terms and conditions of the Contract for the entire term.

2) METHOD OF PAYMENT

The Contract resulting from this open enrollment will be paid in accordance with the contract requirements and based on negotiated rates with facilities to provide services based on data from the Healthcare Cost Report Information System of the Centers for Medicare and Medicaid Services unless otherwise specified.

- a) HHSC is the payor of last resort; therefore, all comparable benefits must be exhausted prior to payment of services. HHSC will pay for services in accordance with Current Procedural Terminology (CPT) codes based on negotiated contract rate(s).

If the Contractor is providing services for a CRS consumer, then the Contractor must follow the CRS Standards for Providers, which are accessible at the following link: <https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>

- b) Contractor will not be paid for services provided:
 - i) If a comparable benefit is available to fund services;
 - ii) Without a Service Authorization from HHSC;
 - iii) Outside the date range authorized in the Service Authorization;
 - or
 - iv) Without a denial of benefits and explanation of benefits, as applicable.

Hospital Services: Inpatient and outpatient rates will be based upon the final contracted rate.

Implantable Device: Payment for an implantable device, excluding eye-related implants, shall be the manufacturer's invoice amount or the net cost to the hospital, whichever is less, plus 10 percent. Along with the hospital invoice requesting payment, submit either:

- i) The manufacturer's invoice; or
- ii) Other acceptable supporting documentation showing the net cost to hospital.

Robotic Surgery: HHSC will pay for the primary surgical procedure that the surgeon deems necessary, but will not permit an additional payment allowance for a robotic surgical technique or use of a robotic surgical system.

Psychological Services: Psychological services are paid at a flat rate as defined by the HHSC based on the applicable annual Medicare fee schedule and related Medicare guidelines for the service.

Medical Records: Contractor's customary charges, not to exceed \$18 per request.

3) INVOICING PROCESS

The Contractor will submit to HHSC a total bill each month in the format prescribed by HHSC and in accordance with the contracted rate.

- a) To receive payment, a Contractor must submit an invoice to HHSC and the invoice must be in accordance with TAC Rule §20.487, Invoicing Standards, which should include, but is not limited to:
- Contractor's Legal Name,
 - State of Texas Vendor number or federal tax Identification number,
 - Remit-to address,
 - Contractor's Telephone number,
 - Invoice number,
 - HHSC Contract Number,
 - State agency name of requestor,
 - Description of goods and services provided, including CPT (current procedural terminology) codes,
 - CRS service authorization number
 - Date of Service,
 - Quantity and unit-cost being billed (as documented in the service authorization,
 - Invoice guidelines outlined in the CRS Manual for Providers <https://hhs.texas.gov/laws-regulations/handbooks/comprehensive-rehabilitation-services-crs-standards-providers>,
 - If there is a third party benefit the contractor is required to provide CRS with the explanation of benefits (EOB) or denial from other pay sources(s),
 - The name and telephone number of a person designated by the contract to answer questions regarding the invoice.

4) FINANCIAL BILLING DUE DATE

Program and financial information must be submitted to HHSC by the 10th of the following month for each month of the contract period and must contain the established reporting information. If there is a third party benefit contractor must provide all applicable communication and status of pending claims.

Failure to submit invoices on time may be considered a Contract compliance issue and be used in evaluating whether to renew or terminate the Contract.

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Attachment C

Locations

1) NEW BRAUNFELS REGIONAL REHABILITATION HOSPITAL, INC.

2401 Sundance Parkway
New Braunfels, Texas, 78130
Phone: 830-625-6700
Fax: 83-625-6701

Services Provided:

- a) Inpatient Comprehensive Medical Rehabilitation Services: Yes No
- b) Inpatient Hospital Services: Yes No
- c) Outpatient Services: Yes No
- d) Implantable Devices: Yes No
- e) Medical Records: Yes No
- f) Psychological Services: Yes No

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Attachment D

HHSC Special Conditions



Health and Human Services Commission

**Special Conditions
(Comprehensive Rehabilitation Services)**

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HHSC SPECIAL CONDITIONS

The terms and conditions of the Health and Human Services Commission ("HHSC") Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in the HHSC Uniform Terms and Conditions – Vendor, Version 2.14.

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to HHSC or other System Agency; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC or other System Agency procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 5.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“State” means the State of Texas.

“Transition Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“UTC-V” means Health & Human Services Commission HHSC Uniform Terms and Conditions – Vendor, Version 2.14.

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Inducements

In awarding the Contract, HHSC relied on the Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has the capability to perform the WSD in accordance with the terms and conditions of the Contract; and
- f. Contractor fully understands the risks associated with programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.02 Assumption After Assignment

As authorized in the UTC-V, each party to whom an assignment is made must assume all or any part of Contractor’s interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor’s obligation for all or any portion of the purchase payments, in whole or in part.

2.03 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor’s receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract. In the event that negotiations between HHSC and Contractor fail, HHSC reserves the right, in its sole discretion, to unilaterally amend the contract if HHSC determines that amendment is required by law.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD,

performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC and HHSC will have the termination rights set forth in the UTC-V.

2.04 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

3.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

3.02 Professional Conduct

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, state and federal law, rules, regulations, System Agency policies regarding professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

3.03 No Implied Authority

Any authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and specifically is not delegated authority under the Contract to: (1) make public policy; (2) promulgate, amend, or disregard any System Agency program policy; or (3) unilaterally communicate or negotiate, on behalf of the HHSC or any other System Agency with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency.

3.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a. All persons employed to WSD within the State of Texas, during the term of the Contract; and
- b. All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

3.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- a. Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- b. Object to the selection of the Subcontractor; or
- c. Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE IV. PERFORMANCE

4.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- a. Compliance with Contract requirements, including all representations and warranties;
- b. Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- c. Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- d. Results of audits, inspections, or quality checks;
- e. Timeliness, completeness, and accuracy of WSD; and
- f. Achievement of specific performance measures and incentives as applicable.

ARTICLE V. AMENDMENTS AND MODIFICATIONS

5.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

5.02 Minor Administrative Changes

HHSC' designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 5.01 of these Special

Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

5.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters (“TGL”) as provided by the UTC-V will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VI. PAYMENT

6.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE VII. CONFIDENTIALITY

7.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 (“PIA”). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as “Contractor Confidential Information” and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor’s designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

7.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

7.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information requested by HHSC of the Contractor will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC or HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist in the investigation or prevention the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC-V, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION.

ARTICLE VIII. DISPUTES AND REMEDIES

8.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Contract, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within ten (10) business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the UTC-V and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within ten (10) business days of such resolution.

Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- a. Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- b. Require additional or different corrective action(s) of HHSC's choice;
- c. Suspension of all or part of the Contract or WSD;
- d. Prohibit Contractor from incurring additional obligations under the Contract;
- e. Issue stop Work Orders;
- f. Assessment of liquidated damages as provided in the Contract;
- g. Accelerated or additional monitoring;
- h. Withholding of payments; and
- i. Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

8.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

8.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE IX. DAMAGES

Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- a. Through direct assessment and demand for payment to Contractor; or
- b. By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

9.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC' destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its authorized designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC-V, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY.

ARTICLE X. TRANSITION PLAN AND ASSISTANCE

10.01 Transition Plan

HHSC may require Contractor to develop a Transition Plan at any time during the term of the Contract in HHSC' sole discretion. Contractor must submit the Transition Plan to HHSC for review and approval. The Transition Plan must describes Contractor's policies and procedures that will ensure:

- a. The least disruption in the delivery the WSD during transfer to HHSC or its designee; and
- b. Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

10.02 Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XI. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

11.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD.

11.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

11.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the UTC-V, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must

maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

12.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

12.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

12.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

12.05 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

12.06 Cooperation with State and Federal Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or as designated by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- a. The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;

- b. Audit, inspection, or other investigative purposes; and
- c. Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

12.07 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.



Attachment E

General Affirmations

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering

into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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Attachment F

Contractor Response