

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF INSPECTOR GENERAL
CONTRACT NO. HHS000193100015**

I. PURPOSE

The Health and Human Services Commission (“HHSC”) for, and on behalf of the Office of Inspector General (“HHSC OIG”), and Adam Garaas (“Contractor”), having its principal office at [REDACTED] (each a “Party” and collectively the “Parties”) enter into the following contract for health and allied service providers (the “Contract”).

II. LEGAL AUTHORITY

This Contract was procured in accordance with §391.205(b)(5), Tex. Admin. Code, relating to Non-Competitive Procurements, and is entered into under the authority of chapter 2155.144 of the Texas Government Code.

III. STATEMENT OF SERVICES TO BE PROVIDED

Contractor shall perform or cause to be performed health and allied professional services in accordance with Attachment A, Statement of Work, and Attachment B, Budget.

IV. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates five years from the effective date, unless terminated pursuant to the terms and conditions of the Contract. The term of this Contract is subject to the availability of appropriated funds.

V. BUDGET

The total amount of this Contract will not exceed \$150,000.00 (the “Cap”). Any increase to the Cap during the term of this Contract and subsequent extensions, if any, must be in writing and signed by an authorized HHSC representative. All expenditures under the contract will be in accordance with Attachment B, Budget.

The Parties expressly agree that no provision of the Contract is in any way intended to constitute that Contractor will be guaranteed work. Any and all work assigned shall be at the sole discretion of HHSC OIG.

VI. CONTRACT REPRESENTATIVES

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

For HHSC:
Health and Human Services Commission
Office of Inspector General
Name: Helen Oh
Title: Contract Manager
11501 Burnet Road.
Austin, TX 78758
Phone Number: 512-491-2847
Email Address: Helen.Oh@hhsc.state.tx.us

For Contractor:
Name: Adam Garaas
Title: General Dentist
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

VII. LEGAL NOTICES

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

For HHSC:
Health and Human Services Commission
Office of Inspector General
11501 Burnet Road
Austin, TX 78758
Attention: Dirk Johnson, Chief Counsel

For Contractor:
Adam Garaas
[REDACTED]
[REDACTED]

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS000193100015

HEALTH AND HUMAN SERVICES COMMISSION ADAM GARAS



Name: Steve Johnson
Title: Interim Chief, Medical Program Integrity
Date of signature: 7/8/19



Name: Adam Garas
Title: General Dentist
Date of signature: 7/2/19

THE FOLLOWING ATTACHMENTS TO HHSC CONTRACT NO. HHS0001931000X ARE HEREBY ATTACHED AND THEIR RESPECTIVE TERMS INCORPORATED BY REFERENCE INTO THE CONTRACT:

- ATTACHMENT A – STATEMENT OF WORK
- ATTACHMENT B – BUDGET AND TRAVEL
- ATTACHMENT C – HHSC TRAVEL POLICY
- ATTACHMENT D – HHSC UNIFORM TERMS AND CONDITIONS, v. 2.15
- ATTACHMENT E – CONTRACT AFFIRMATIONS
- ATTACHMENT F – HHSC SPECIAL CONDITIONS
- ATTACHMENT G – DATA USE AGREEMENT
- ATTACHMENT H – HHSC'S NOTICE OF OPEN ENROLLMENT ("OE") NO.
- ATTACHMENT I – CONTRACTOR'S APPLICATION
- ATTACHMENT J – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT K – ASSURANCES-NON-CONSTRUCTION PROGRAMS

ATTACHMENTS FOLLOW

ATTACHMENT A – STATEMENT OF WORK

1. Background.

The Medicaid Program Integrity (“MPI”) division of the Health and Human Services Commission’s (“HHSC”) Office of Inspector General (“OIG”) investigates and reviews allegations of fraud, waste and abuse committed by Medicaid providers, who may be subject to a range of administrative enforcement actions, including education, prepayment review of claims, penalties, required repayment of Medicaid overpayment, and/or exclusion from the Medicaid program.

The HHSC OIG Medical Services (“HHSC OIG MS”) unit conducts claims and medical record reviews on a variety of health and human services, including acute care utilization, hospital utilization, nursing facility utilization, research and detection, and pharmacy lock-in. The unit also provides clinical consultation to the General Investigations, Audit, and Inspections divisions on dental, medical, nursing, and pharmacy services.

In accordance with chapter 2155.144 of the Texas Government Code (“Procurements by Health and Human Services Agencies”), HHSC, on behalf of the OIG, contracts with providers of certain qualified health and allied professionals (collectively, the “Allied Professionals”) to perform such services to support HHSC OIG activities. This contract was procured under the authority of §391.205(b)(5), Tex. Admin. Code, relating to Non-Competitive Procurements.

Contractor is an Allied Professional or a legal entity that will provide one or more Allied Professionals associated with the entity to perform the services required under this contract.

HHSC and Contractor therefore agree as follows:

2. Contractor’s Services.

Overview. This Statement of Work (“SOW”) sets forth the requirements of Contractor’s services under this contract. For purposes of this contract, if the Contractor is a business entity, the SOW requirements apply to the Allied Professionals with whom HHSC OIG is expressly working. Contractor will be responsible for reviewing medical/dental records in a timely manner in his or her area of expertise. Certain cases and review types may necessitate either modifications of, or additions to, one or more of the requirements. A modification or addition must be agreed-upon in writing in order to be enforceable, and to the extent necessary, be captured in a contract amendment.

2.1 Contractor must provide HHSC OIG with the following services that include, but are not limited to, one or more of the following requirements (collectively, the “Services”):

- (A) Case review;
- (B) Documentation of review findings;

- (C) Cooperation with State Agencies;
- (D) Written professional opinions;
- (E) On-site clinical reviews;
- (F) Testimony in legal proceedings; and
- (G) Continuity of integration and coordination of all services that extended into other future contract periods that requires the Contractor to fully complete his/her obligation regarding all duties referenced in this Contract Agreement until all aspects of the case are resolved including all legal proceedings.

2.2 Contractor must render opinions as to the reasonableness of the services performed or reflected in the medical record and whether or not the treatment in question meets the applicable standard of care. Contractor will be required to reduce his or her opinions to writing in an expert witness report. If needed and upon reasonable notice, Contractor must be available to testify in person or by deposition in all legal proceedings related to the services performed by the Contractor. Contractor must be reasonably available to counsel, and other employees of the OIG to discuss work assignments, findings, opinions and all other matters ancillary to the record review and/or testifying.

3. Contract Deliverables - Evaluation, Review Tool, and Expert Report.

3.1 Evaluation. Contractor must:

- (A) Develop a reasonable timeline that will identify the duration for completing the case reviews no later than three days from the date the case review is assigned.
- (B) Submit the written timeline for completing case reviews to the OIG point of contact who assigned the review.
- (C) Review assigned case(s) according to the scope and methodology defined by HHSC OIG when the work is assigned.
- (D) Identify billing exceptions, quality of care concerns, and any other findings, as applicable.
- (E) Ten business days after the date the timeline is submitted, provide to the OIG point of contact who assigned the review a written status update that demonstrates progression of work in relation to the original timeline provided. Include any findings/exceptions identified in the case reviews completed at the time of the update.
- (F) Provide a complete and satisfactory summary of review findings within 30 calendar days from the date the case review is assigned to the OIG point of contact who assigned the review.

3.2 Review Tool. Contractor must:

- (A) Address and document findings/exceptions in accordance with the requirements

established by the OIG point of contact for a given assignment.

- (B) Determine policy, rule, or law violations and whether or not documentation reviewed supports services billed.
- (C) Document justification for not testing any given attributes of the case review. Attribute tests may vary according to the nature, scope, and standards of the investigation, review, audit, etc.; however, any failure to test an attribute must be appropriately documented.
- (D) HHSC OIG staff may also omit, revise, or append attribute test failure criteria, as standards and circumstances may dictate.

3.3 Satisfactory Expert Report. Contractor must:

- (A) Ensure the Expert Report incorporates all documents required and satisfies all conditions in the “Expert Review Checklist”, as applicable.
- (B) Ensure the Expert Report is provided in the format requested by the OIG point of contact, is comprehensive, and is consistent with findings.
- (C) Provide a signed and dated narrative summary of overall observations regarding the case review findings (including provider’s documentation, billing patterns, and practice patterns) to the OIG point of contact who assigned the review.

3.4 Provide Testimony, if Needed. Contractor must:

- (A) Appear and testify in judicial proceedings, depositions, informal reviews, and administrative hearings relating to a case review, at the request of HHSC OIG.
- (B) Confer with OIG staff and legal counsel for OIG, HHSC, or the Office of Attorney General (OAG), as needed for case review or testimony preparation.

4. Miscellaneous.

4.1 Notifications. Contractor must:

- (A) Maintain at all times at least one active electronic mail (email) address for the receipt of contract-related communications from HHSC OIG. It is the Contractor’s responsibility to monitor this email address for contract-related information.
- (B) Notify the HHSC OIG Contract Manager (IG_Contracts@hhsc.state.tx.us) within five business days of any changes to the information provided in the original Notice of Open Enrollment (OE) and Statement of Qualifications (SOQ) response. This includes any changes in the status of the Contractor’s professional license or board certification, a complaint that has been filed against your license, or an investigation of your license or board certification being initiated.
- (C) Notify the HHSC OIG Contract Manager (IG_Contracts@hhsc.state.tx.us) within one business day (or as soon as practical) of determining that the Contractor’s opinion or the substance of the Contractor’s anticipated testimony has changed or will change.

- (D) Notify the HHSC OIG Contract Manager (IG_Contracts@hhsc.state.tx.us) within one business day of receiving a request for information pursuant to the Texas Public Information Act.
- 4.2 Contractor Cooperation. Contractor hereby agrees to cooperate with all state agencies that may be involved any matter under review by HHSC OIG.

Attachment B - Budget

All payments shall be made to the Contractor after deducting any known previous overpayment made by HHSC OIG. HHSC OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations.

Fee. Compensation for any work under a resultant Contract resulting from this RFQ generally will be limited to \$150 per hour. In extraordinary circumstances, HHSC reserves the right to modify this amount if an alternative negotiated rate is agreed upon for a particular assignment by both parties in advance of work performed or should additional state or federal funding become available during the term of a resultant Contract, including any extensions.

Payment. Payment for services provided by an awarded contractor will be on a fee-for-service basis.

- A. A Contractor shall not be entitled to payment in the absence of a signed contract to provide services.
- B. A Contractor shall recover only once for the medical professional services delivered under an awarded contract. A Contractor shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
- C. A Contractor must seek payment or adjustments to payments within 30 days after services have been satisfactorily completed and submitted to the HHSC Inspector General's office.

- D. A Contractor will only be paid for services provided upon OIG's receipt and approval of Contractor's itemized invoice for reimbursement.

No Guarantee of Volume, Usage or Compensation. HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Contractor under any awarded Contract, if any, resulting from this RFQ. All awarded Contracts are subject to appropriations and the continuing availability of funds.

- A. OIG will assign work to awarded Contractors based on the following guidelines:
 - (1) Skills and experience of an awarded Contractor for a particular assignment.
 - (2) The ability of an awarded Contractor to provide the requested services within the time frame needed.
 - (3) The quality, flexibility and timeliness of the awarded Contractor's performance of prior assignments under the resultant Contract.
 - (4) Any other factors relevant to a particular assignment for which a Contractor's services are needed.

Travel. The Contractor agrees and understands that all travel expenses must be approved by HHSC-IG prior to being incurred.

- A. Travel rates will be \$30.00 per hour;
- B. Travel expenses, including lodging and meals shall not exceed the Federal Domestic Maximum Per Diem Rates;

- C. HHSC-IG will reimburse mileage for personal vehicle use at an amount not to exceed the Texas Comptroller's travel and mileage reimbursement rates effective at the time of travel;
- D. A rental car may be used if the Contractor is traveling over 150 miles. Rental car expenses shall not exceed the "full size" car pricing;
- E. Airline fares must be considered at the lowest rates. Contractor may not fly on special or first class flights;
- F. Other approved travel expenses not listed will be reviewed and considered on a case-by-case basis; and
- G. All receipts for any and all travel shall be submitted by the Contractor in addition to any requested travel forms.

Billing Process

- A. Contractor shall submit itemized invoices for reimbursement to the attention of:
 - HHSC – Office of Inspector General
 - Attn: Contract Manager
 - P.O. Box 85200
 - Mail Code 1300
 - Austin, Texas 78708-5200
- B. Contractor's itemized invoices shall include the contract number, Contractor's Texas Identification Number (TIN), and the OIG point of contract who assigned the case review.
- C. HHSC-OIG will review and validate all invoices. Upon final approval, OIG will authorize payment and process all invoices.

CONTRACT AFFIRMATIONS

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

1. Contractor represents and warrants that these Contract 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 and any related Solicitation.
2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Contractor understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
6. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.
7. 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 or any related Solicitation, or related Solicitation Response.

8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
9. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
10. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
11. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. 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 any, if payment in whole or in part is from federal funds.
12. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
13. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
14. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
15. 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.
16. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

17. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation 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).
18. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
19. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.
20. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

21. If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

22. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
23. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. 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.
24. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
25. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.
26. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
27. Contractor understands that HHSC does not tolerate any type of fraud. The 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

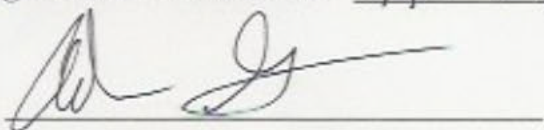
Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

28. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.
29. 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 in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response 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 HHSC'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 HHSC 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 HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC 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 HHSC shall constitute breach of contract and may result in immediate contract termination.
30. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
31. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:
 - (a) all persons employed by Contractor to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

32. 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.
33. 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, statutes, codes, and other laws that pertain to this Contract.
34. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, 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.
35. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor: Adam Garaas



Signature of Authorized
Representative

6/4/19

Date Signed

Adam Garaas, General Dentist

Printed Name and Title of
Authorized Representative

701-361-7241

Phone Number


Fax Number



TEXAS

Health and Human Services

ATTACHMENT F

Health and Human Services Commission
Special Conditions
Version 1.2
9.1.17

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The terms and conditions of these 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 HHSC Uniform Terms and Conditions –Vendor- Version 2.15

Article I. SPECIAL DEFINITIONS

“Contractor Representatives” means Contractor’s employees and officers

“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.

“State” means the state of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the state of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“UTC” means HHSC’s Uniform Terms and Conditions- Vendor –Version 2.15

Article II. GENERAL PROVISIONS

2.01 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.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the Work covered by the Contract, including services similar or comparable to the Work, performed by Contractor under the Contract. If HHSC elects to procure the Work, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the UTC.

Article III. CONTRACTORS PERSONNEL AND SUBCONTRACTORS

3.01 Conduct and Removal

While performing the Work under the Contract, Contractor or its representaives, or both, must comply with applicable Contract terms, State and federal rules, regulations, HHSC’s policies, and HHSC’s requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor or its representative are not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing its representative from performing any Work under the Contract. HHSC may terminate the Contract.

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 Work requested in the Solicitation;
- (c) Results of audits, inspections, or quality checks performed by the HHSC or its designee;
- (d) Timeliness, completeness, and accuracy of Work; and
- (e) Achievement of specific performance measures.

Article V. AMENDMENTS AND MODIFICATIONS

5.01 Formal Procedure

No different or additional Work 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 Work 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's 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 Work 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.

Article VI. DISPUTES AND REMEDIES

6.01 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 Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 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 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 10 business days of such resolution.

6.02 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 Work 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 Work;
- (d) Prohibit Contractor from incurring additional obligations under the Contract;
- (e) Issue Notice to stop Work Orders;
- (f) Accelerated or additional monitoring; and

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.

6.03 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.

6.04 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 Work or any duty or obligation with respect to the Contract.

Article VII. DAMAGES

7.01 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.

7.02 Specific Items of Liability

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor representatives 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's representatives 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 designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor representatives, 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, 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. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.