

Open Enrollment No. HHS0007728
Exhibit B.1 – HHSC Supplemental Conditions

The HHSC Uniform Terms and Conditions - Vendor ("HHSC UTCs"), Exhibit B of this Open Enrollment and resulting Contract, is revised as follows:

1. **Section 10.1, Subpart A, General Indemnity**, of the HHSC UTCs is deleted in its entirety and replaced with the following:

"A. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS OF OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT."

2. **Section 10.3, Subpart A, Additional Indemnity Provisions**, of the HHSC UTCs is deleted in its entirety and replaced with the following:

"A. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES."

3. **Section 11.2, Insurance**, of the HHSC UTCs is amended to add a new Subsection C as follows:

"C. Notwithstanding the forgoing subsections, if Contractor is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in the Contract should be construed to restrict the Contractor's right to self-insure in accordance with state law, or purchase insurance through the Texas Association of Counties or Texas Municipal League."

4. **Section 11.19, No Waiver of Sovereign Immunity**, of the HHSC UTCs is amended to add a new sentence at the end of the paragraph as follows:

"Notwithstanding the forgoing, if Contractor is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in the Contract should be construed to abrogate any rights or affirmative defenses available to System Agency and Contractor under doctrines of sovereign and official immunity."