

SIGNATURE DOCUMENT
HEALTH AND HUMAN SERVICES COMMISSION
HHSC CONTRACT NO. HHS001183900007

The **HEALTH AND HUMAN SERVICES COMMISSION** (HHSC or System Agency), an administrative agency within the executive branch of the State of Texas, and **DR. DAVID CHO** (Contractor), having his principal office a [REDACTED] (each a Party and collectively the Parties), enter into the following agreement (Contract) for psychiatric services.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to Texas Government Code, Chapter 2254, Subchapter A, the Professional Services Procurement Act.

II. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates August 31, 2027, unless sooner terminated or renewed or extended. HHSC, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed five (5) years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five (5) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

At the sole discretion of HHSC, any amendment issued hereunder may survive the expiration or termination of this Contract.

This Contract may be terminated by either Party without cause upon thirty (30) days written notice to the other Party.

III. STATEMENT OF WORK

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT A**.

IV. BUDGET

The total amount of this Contract will not exceed **\$280,000.00**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at HHSC's sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract shall be in accordance with **ATTACHMENT F – BUDGET, BILLING AND PAYMENT**.

V. CONTRACT REPRESENTATIVES

The following persons will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

HHSC

Tricia Zwahr
Texas Health and Human Services Commission
HHS Health and Specialty Care System
Austin State Hospital
4110 Guadalupe
Austin, TX 78751
Patricia.zwahr@hhs.texas.gov

Contractor

Dr. David Cho
[REDACTED]
Austin, TX 78754-5429
david.cho1@ascension.org

VI. NOTICE REQUIREMENTS

- A.** All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the HHSC's Contract Representative identified above.
- B.** Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:
 - Health and Human Services Commission
 - Attention: Office of Chief Counsel
 - 4601 W. Guadalupe, MC 1100
 - Austin, TX 78751
- C.** Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
- D.** Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.
- E.** Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over Contractor's documents, and **ATTACHMENT E – PRIVACY, SECURITY AND BREACH NOTIFICATION TERMS** takes precedence over all other contract documents.

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS
v. 2.2 (MAY 2022)**
- ATTACHMENT C - HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND
CONDITIONS-VENDOR v. 3.3 (JULY 2022)**
- ATTACHMENT D - HHS ADDITIONAL PROVISIONS**
- ATTACHMENT E - HHS PRIVACY, SECURITY AND BREACH NOTIFICATION
TERMS**
- ATTACHMENT F – BUDGET, BILLING AND PAYMENT**

VIII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHS001183900007

HEALTH AND HUMAN SERVICES COMMISSION

DR. DAVID CHO

Stacey
By: Thompson Digitally signed by Stacey Thompson
Date: 2022.07 27 09:53:11 -05'00'

David Cho
By: _____ Digitally signed by David Cho
Date: 2022 07.26 23:13:21 -05'00'

Date of Signature: _____

Date of Signature 07/26/2022