

**SIGNATURE DOCUMENT**  
**HEALTH AND HUMAN SERVICES COMMISSION**  
**HHSC CONTRACT NO. HHS001191300001**

The Health and Human Services Commission (“HHSC” or “System Agency”), an administrative agency within the executive branch of the state of Texas, and Wichita Falls Cardiac Care (“Contractor”), having its principal office at 1518 10th St, Wichita Falls, TX 76301 (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for Cardiology services.

**I.LEGAL AUTHORITY**

This Contract is entered into pursuant to Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapters 531 and 2254, Subchapter A related to the Professional Services Procurement Act.

**II.DURATION**

The Contract is effective on the date of the last signature below and terminates on August 31, 2026 unless sooner terminated or renewed or extended. System Agency, 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 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency 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.

**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 **\$125,000.00**. 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 E – BUDGET**.

**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**

Drew Hardy  
Texas Health and Human Services Commission  
HHS Health and Specialty Care System  
North Texas State Hospital  
4730 College Drive  
Vernon, TX 76384  
E-mail: [drew.hardy2@hhs.texas.gov](mailto:drew.hardy2@hhs.texas.gov)

**Contractor**

Venkateswarlu Thota  
Wichita Falls Cardiac Care  
1518 10th St  
Wichita Falls, TX 76301  
E-mail: [wfcc2007@gmail.com](mailto:wfcc2007@gmail.com)

**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
  - 4900 N. Lamar Blvd. (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 the Data Use Agreement takes precedence over all other contract documents.

**ATTACHMENT A ..... STATEMENT OF WORK**  
**ATTACHMENT B ..... HEALTH AND HUMAN SERVICES CONTRACT**  
**AFFIRMATIONS, v.2.1, OCTOBER 2021**  
**ATTACHMENT C ..... HEALTH AND HUMAN SERVICES UNIFORM TERMS**  
**AND CONDITIONS – VENDOR, v. 3.2, APRIL 2021**  
**ATTACHMENT D ..... DATA USE AGREEMENT, v.8.5, OCTOBER 2019**  
**ATTACHMENT E ..... BUDGET**

**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**

**HHSC CONTRACT NO. HHS001191300001**

**HEALTH AND HUMAN SERVICES COMMISSION**

**WICHITA FALLS CARDIAC CARE**

By:

James E. Smith

Digitally signed by James E.  
Smith  
Date: 2022.03.16 16:21:20  
-05'00'

By:

Venkateswarlu Thota

Name: James E. Smith  
Title: Superintendent

Name: Venkateswarlu Thota, M.D.  
Title: Owner

Date

Date

3/16/22