

SIGNATURE DOCUMENT
HEALTH AND HUMAN SERVICES COMMISSION

HHSC CONTRACT NO. HHS001221200001

The Health and Human Services Commission (“HHSC”), and Miguel Oneto MD PA (“Contractor”), having his principal office at [REDACTED] (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for teleradiology/cardiology interpretation services and utilization of a Picture Archiving and Communication System (PACS).

I. LEGAL AUTHORITY

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

II. DURATION

The Contract is effective September 1, 2022 and terminates on August 31, 2027 unless sooner terminated or renewed or extended. 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 to the contract may survive the expiration or termination of this Contract.

Termination: Except, as otherwise provided herein, either Party may terminate this contract at any time without cause upon at least a ninety (90) days prior written notice.

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 shall not exceed \$60,000 per fiscal year for a Total Contract Amount of \$300,000 for the full term of the Contract (SEPTEMBER 1, 2022 TO AUGUST 31, 2027). 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

Maria G. Rodriguez, Contract Specialist
Health and Human Services Commission
HHS Health and Specialty Care System
Rio Grande State Center
1401 Rangerville Road
Harlingen, TX 78551
956-364-8427
E-mail: mariag.rodriguez2@hhs.texas.gov

Contractor

Miguel Oneto, MD PA
P.O. Box 203052
████████████████████
Dallas, TX 75320-3052
Phone: ██████████
Email: Miguel.oneto@qiiteleradiology.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**
- ATTACHMENT C Health and Human Services (HHS) Uniform
Terms and Conditions (Vendor)**
- ATTACHMENT D Covered Entity Privacy Security and Breach
Notification Terms**
- 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. HHS001221200001

**HEALTH AND HUMAN SERVICES COMMISSION
RIO GRANDE STATE CENTER**

MIGUEL ONETO, MD PA

Scott M Schalchlin Digitally signed by Scott M Schalchlin
Date: 2022.07.25 09:57:12 -05'00'



Signature:

Signature:

Scott Schalchlin

Miguel Oneto, M.D.

Name
Deputy Executive Commissioner

Name
President

Title

Title
7/18/2022

Date:

Date: