

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES CONTRACT
FOR
PROFESSIONAL SERVICES OF A PHYSICIAN**

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”), for and on behalf of the Austin State Hospital located at 4110 Guadalupe Street, Austin, Texas 78751 (the “**Facility**”), and Path Forward, PLLC (“**Contractor**”), each a “**Party**” and collectively the “**Parties**,” enter into the following agreement (“**Contract**”) for psychiatric treatment services at the Facility.

1. Legal Authority

This Contract is entered into pursuant to Tex. Gov’t Code § 2254.008, and authorized by Tex. S.B. 1, Art. II, HHSC, G. Goal: Facilities, 87th Leg., R.S. (the General Appropriations Act), and Tex. Gov’t Code ch. 531.

2. Duration

The Contract is effective on **October 1, 2022** and expires on **August 31, 2023**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, in its sole discretion, may renew or extend this Contract up to four (4) additional years for a maximum term of five (5) years.

Notwithstanding the limitation in the preceding paragraph and with at least thirty (30) calendar days’ advance written notice to the Contractor, at the end of the initial term or any renewal period, HHSC, at its sole discretion, may extend this Contract 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 in accordance with applicable law for up to two (2) months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Contract.

3. Statement of Services to be Provided

The statement of services is included as **Attachment A** and is incorporated into and made a part of this Contract for all purposes.

4. Budget

The total amount of this Contract will not exceed **\$90,000.00**. By executing this Contract, the Contractor agrees to the contracted budget amounts and rates for the Contract term, including the initial term, and any extensions that may be exercised. However, at HHSC’s sole discretion, or by mutual agreement of the Parties as authorized under the Contract, the contract amount, budget amounts, or rates may be amended. All expenditures under the Contract must be in accordance with **Attachments A and B**, respectively.

Notwithstanding anything to the contrary in this Contract, nothing herein expresses or guarantees any volume, usage, or total compensation to be paid to the Contractor, or that HHSC will request or utilize any services under this Contract.

5. Designated Representatives

The following will act as the designated Representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted under this Contract, and may be given by written transmission. The designated Representatives are as follows:

HHSC

Tricia Zwahr, CTCM
Health and Human Services Commission
Austin State Hospital
4110 Guadalupe Street
Austin, Texas 78751
(979) 277-1334
patricia.zwahr@hhs.texas.gov

Contractor

Eric Ha
Path Forward
2212 San Gabriel St, Suite 316
Austin, Texas 78705-5084

eric.ha@ascension.org

6. Notice Requirements

- 6.1. 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 HHSC's designated Representative identified above.
- 6.2. Contractor shall send legal notices HHSC at the address below and provide a copy to HHSC's designated Representative:

**Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751-3411**

- 6.3. 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.
- 6.4. Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.
- 6.5. Either Party may change its designated Representative or legal notice contact by providing written notice to the other Party.

7. Alterations to the HHS Uniform Terms and Conditions

The HHS Uniform Terms and Conditions – Vendor, incorporated as Attachment C of this Contract, is revised, modified, or supplemented as follows:

- 7.1. **Section 9.2, Termination for Convenience**, is amended to read as follows:

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Path Forward/Eric Ha

“Either Party may terminate the Contract, with at least 30 calendar days’ advance written notice to the other Party at any time when, in its sole discretion, it determines that termination is in its best interest. The termination will be effective on the date specified in the terminating Party’s notice of termination.”

8. Contract Documents

In addition to this Signature Document, the documents listed below 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 the Contractor’s documents, if any, and the HHS Data Use Agreement or HHS Covered Entity Privacy, Security, and Breach Notification Terms takes precedence over all other Contract documents.

Attachment A, Statement to be Services Provided
Attachment B, Payment for Services Provided
Attachment C, HHS Uniform Terms and Conditions – Vendor (Version 3.3)
Attachment D, HHS Additional Provisions
Attachment E, HHS Contract Affirmations (Version 2.2)
Attachment F, HHS Covered Entity Privacy, Security, and Breach Notification Terms

9. 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 performed by the Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of the Contractor.

Health and Human Services Commission

Stacey
By: Thompson
Stacey Thompson
Superintendent, Austin State Hospital

Digitally signed by Stacey
Thompson
Date: 2022.10.03 16:12:59
-05'00'

Date of Execution: 10/03/2022

Contractor

Eric L. Ha, MD
By: Eric L. Ha, MD
Dr. Eric Ha
Path Forward, PLLC

Digitally signed by Eric L. Ha, MD
Date: 2022.09.29 12:45:00 -05'00'

Date of Execution: 09/29/2022