

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001299100001**

**THIS SERVICES AGREEMENT** (“Contract”) is made and entered into by and between VHS San Antonio Partners, LLC, a Delaware limited liability company doing business as **Mission Trail Baptist Hospital** (“Hospital”) and **Health and Human Services Commission** (“HHSC” or “System Agency”), an administrative agency within the executive department of the State of Texas and having its principal office in Austin, Texas, on behalf of its state hospital or facility, **San Antonio State Hospital** (“SASH”), located in San Antonio, Texas, each a “Party” and collectively the “Parties.” The Parties enter into the following Contract pursuant to Section 2155.144(o) of the Texas Government Code.

**RECITALS:**

A. Hospital employs and/or contracts with certified and/or qualified personnel duly licensed in the State of Texas (“State”) with expertise in providing services outlined in Attachment A for facilities such as SASH.

B. SASH is in need of certain services (the “Services”), as outlined in Attachment A, for its patients.

C. In order to provide quality patient care, in a cost-effective and efficient manner, it is in the best interest of SASH to contract with Hospital to provide the Services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein set forth, it is agreed as follows:

1. **SERVICES.** Hospital shall perform Services and such other duties as stated in Attachment A attached hereto and incorporated herein by this reference through employees and/or contractors of Hospital (“Hospital Staff”) who are qualified and appropriately licensed and certified, and/or registered to perform all functions assigned to them by Hospital in connection with the Services. Hospital, through its Chief of Staff and/or designee, and SASH shall coordinate their activities at Hospital.

2. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to SASH pursuant to this Contract is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Hospital agrees that at least for four (4) years after the furnishing of such Services, Hospital shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the “Secretary”), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Contract, regardless of the cause of such termination.

3. **REPRESENTATIONS AND WARRANTIES.** SASH represents to Hospital that the

compensation to be paid by SASH to any physician shall, at all times during the term of the Contract, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital. SASH represents to Hospital that SASH shall at all times maintain a written agreement with each physician receiving compensation from SASH who is not an employee of Group (e.g., each non-employed independent contractor), which written agreement shall be signed by the Parties, and shall specify the services covered by the arrangement. SASH further represents that with respect to employees of SASH with whom SASH does not have a written employment agreement, the employment arrangement shall be for identifiable services and shall be commercially reasonable even if no referrals are made to SASH by the employee. Further, SASH shall comply with all relevant claims submissions and billing laws and regulations. Each of the representations and warranties set forth herein shall be continuing; and in the event any such representation or warranty fails to remain true and accurate during the Term, SASH shall immediately notify Hospital.

#### 4. CONFIDENTIALITY.

a. The Parties agree to maintain, hold as confidential, and not disclose any confidential or proprietary information that either Party may be provided during the term of this Contract to any other person (with the exception of either Party's legal counsel, accountant, or financial advisors, or State Auditor's Office as outlined in HHS Uniform Terms and Conditions, Vendor Version 3.3 (July 2022), attached hereto as "Attachment B"), unless disclosure thereof is required by law or otherwise authorized by this Contract or consented to in writing by the other Party ("Confidential Information"). With respect to any patient or medical record information regarding Hospital patients, the Parties shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

b. As between Hospital, its affiliates, and SASH, any Confidential Information of Hospital or its affiliates, or Data provided to or learned by SASH, for any purpose, in connection with any software pursuant to this Contract, shall be deemed to be the exclusive property of Hospital. In no event shall SASH claim any rights with respect to such Confidential Information or Data, or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services SASH is authorized to provide under this Contract, without prior written consent of Hospital or its affiliates, save any audits or investigations by any state or federal governmental agencies (see provision numbers 8.2, 8.3, and 8.4 of Attachment B). Additionally, SASH shall not use, authorize to use, or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties (that is, any non-State of Texas agency), or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Contract. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information,

Medicare, Medicaid, and other payor information, reimbursement information, and/or other information relating to the business of Hospital or any affiliate thereof, or its respective patients, clients, or customers.

c. “HHSC Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Hospital electronically or through any other means that consists of, or includes, any or all of the following:

- (1) Protected Health Information in any form including, without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (2) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (3) Federal Tax Information;
- (4) Personal Identifiable Information;
- (5) Social Security Administration Data, including, without limitation, Medicaid information; and
- (6) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act (Texas Government Code, Chapter 552).

5. **DISCLOSURE OF CONTRACT TERMS.** Notwithstanding any limitation in the preceding paragraph, SASH may refer to the existence of this Contract or disclose its terms to any third party, as required by law. Hospital understands that SASH will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. Neither Party shall use the name, trade name, trademarks, service marks, or logos of the other Party, or any of its affiliates, in any press release, advertising, marketing, publicity, or other materials, without the prior written consent of the other Party. SASH shall not represent, directly or indirectly, that any product or service of SASH has been approved or endorsed by the Hospital or any of its affiliates, without the prior written consent of the Hospital.

6. **INDEPENDENT CONTRACTOR.** In performing the Services herein specified, Hospital is acting as an independent contractor, and neither Hospital nor any Hospital Staff shall be considered employees of SASH. Hospital shall perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Contract, regardless of the cause of such termination.

7. **TERM.** The term of this Contract (“Term”) shall be two (2) years commencing on the “Effective Date,” which is the date last signed by the Parties below. The Parties, before the initial two-year term expires, may come to an agreement, evidenced by a fully executed Renewal

Amendment to the Contract, wherein they renew the Contract for a one-year term. There may be up to three (3) one-year renewals (each evidenced by a fully executed Renewal Amendment, signed before the expiration of the current term), so that the maximum length of time under which services can be performed under this Contract is five (5) years, including the initial two-year term. In no event may this Contract span more than five (5) years.

**8. TERMINATION.**

a. **Termination Without Cause.** Either Party may, in its sole discretion, terminate this Contract without cause by giving the other Party at least thirty (30) days' prior written notice, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the Signature Page below.

b. **Termination for Breach.** Either Party may terminate this Contract upon breach by the other Party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a Party (the "Noticing Party") reasonably believes (i) materially and adversely affects either Party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other Party thirty (30) days' prior written notice of its intent to amend or terminate this Contract. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Contract to take into account the Legal Event, and, if accepted by the other Party prior to the end of the thirty (30) day notice period, the Contract shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Contract, neither Party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Contract.

9. **COMPENSATION.** The total amount of this Contract will not exceed **\$4,000,000.00**. 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 System Agency's sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract maximum may be amended to avoid

interruption of services. All expenditures under the Contract will be in accordance with **ATTACHMENT D, BUDGET.**

10. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; WAIVER; ASSIGNMENT.** This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement. This Contract shall be construed in accordance with the laws of the State of Texas, which provision shall survive the expiration or other termination of this Contract. This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. SASH shall not assign or transfer, in whole or in part, this Contract or any of SASH's rights, duties, or obligations under this Contract without the prior written consent of Hospital, and any assignment or transfer by SASH without such consent shall be null and void.

11. **REFERRALS.** The Parties acknowledge that none of the benefits granted SASH hereunder are conditioned on any requirement that SASH make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

12. **COMPLIANCE OBLIGATIONS.** SASH represents that it read, understands, and shall abide by Tenet's Standards of Conduct. The Parties to this Contract shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. Further, the Parties to this Contract certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in fulfilling obligations under this Contract. Hardcopies of any information shall be made available upon request.

13. **EXCLUSION LISTS SCREENING.** SASH shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons"), if any, against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Contract any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, SASH shall immediately

notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Contract.

14. **CONTRACT REPRESENTATIVES.** The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party:

**Hospital Contract Representative**

Erik Frederick  
Mission Trail Baptist Hospital  
333 Research Plaza  
San Antonio, Tx 78235  
Erik.Frederick@tenethealth.com

**System Agency Contract Representative**

Melissa Maddox, CTCM  
Health and Human Services Commission  
6711 S. New Braunfels  
San Antonio, Tx 78223  
Melissa.Maddox@hhs.texas.gov

15. **NOTICE REQUIREMENTS**

a. All notices given by Hospital shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.

b. System Agency shall send legal notices to Hospital at the address below:

Mission Trail Baptist Hospital  
Attn: Erik Frederick  
3333 Research Plaza  
San Antonio, Texas 78234

c. Hospital shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative at the following address:

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

d. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage

prepaid, or deposited with the overnight courier, addressed at the place identified above.

e. Either Party may change its Contract Representative or Legal Notice appointee by providing written notice to the other Party.

16. **CONTRACT DOCUMENTS; PRECEDENTIAL ORDER.** The following documents are hereby incorporated by reference and made a part of this Contract for all purposes. All their terms and conditions shall at all times be complied with. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in this Contract and the Attachments listed below, this Contract will govern and the Attachments will be considered in the following order of precedence over one another:

1. ATTACHMENT A: STATEMENT OF WORK;
2. ATTACHMENT B: HEALTH AND HUMAN SERVICES UNIFORM TERMS AND CONDITIONS – VENDOR VERSION 3.3 (Effective July 2022); and
3. ATTACHMENT C: HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS – VERSION 2.2 (Effective May 2022).
4. ATTACHMENT D – BUDGET
5. ATTACHMENT E – ADDITIONAL PROVISIONS
6. ATTACHMENT F – FEDERAL ASSURANCES
7. ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
8. ATTACHMENT H – FFATA CERTIFICATION FORM

**SIGNATURE PAGE IMMEDIATELY FOLLOWS.**

**SIGNATURE PAGE**  
**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT NO. HHS001299100001**

**VHS SAN ANTONIO PARTNERS, LLC**  
**d/b/a MISSION TRAIL BAPTIST HOSPITAL**

DocuSigned by:  
By: Matthew M Stone  
0814174D2B4A457...  
Name: Matt Stone  
Title: Group CEO Baptist Health System  
Date: January 20, 2023

**HEALTH AND HUMAN SERVICES COMMISSION**  
**SAN ANTONIO STATE HOSPITAL**

DocuSigned by:  
By: Scott Schalchlin  
0CB2E17A5C9C45D...  
Name: Scott Schalchlin  
Title: Deputy Executive Commissioner  
Date: January 20, 2023