

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
X-RAY SERVICES  
FOR THE SAN ANTONIO FIRE DEPARTMENT WELLNESS CENTER**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and **VHS San Antonio Imaging Partners, LP** by and through its Regional Vice President, (“Contractor”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Contractor” is defined in the preamble of this Agreement and includes its successors.
- 1.3 “Director” shall mean the Chief of San Antonio Fire Department or Fire Chief’s designee.
- 1.4 “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time.
- 1.5 “Local Government Record” means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether the public has access to it or it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.
- 1.6 “RFP” shall mean the City’s Request for Proposal attached hereto as Exhibit “A” and incorporated by reference herein.
- 1.7 “SAFD” shall mean the San Antonio Fire Department.

**II. TERM**

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 1, 2019 and terminate on December 31, 2021. With at least 60 days written notice prior to expiration of the term, City may, at its sole option, extend the

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

VHS SAN ANTONIO IMAGING  
PARTNERS, LP

\_\_\_\_\_  
(Signature)

*Vicki Dear*  
\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: **Vicki Dear**  
Title: **Regional Vice President**  
Date: **10/11/18**

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney