

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

**PROFESSIONAL SERVICES CONTRACT
FOR MEDICAL EXAMINER
CONSULTING SERVICES**

This contract is entered into between Tarrant County, Texas, ("COUNTY"), and J. Scott Denton, M.D., ("CONTRACTOR"), for the purpose of consulting services related to the Tarrant County Medical Examiners Office. For purposes of entering this contract, the Tarrant County Commissioners Court grants the discretionary exemption authorized by Texas Local Government Code § 262.024(a)(4).

1. SCOPE OF SERVICES

Under direction of the Medical Examiner, CONTRACTOR will provide consulting services including review of selected cases under the jurisdiction of the Tarrant County Medical Examiner. With authorization from COUNTY, CONTRACTOR shall be allowed to consult with other designated entities or professionals in order to more fully review selected cases.

2. TERM

The term of this contract will begin upon execution and conclude on February 28, 2023.

3. COST

COUNTY will pay CONTRACTOR at a rate of \$5,000.00 per case. Upon approval of the County Administrator, this amount may be increased up to the contract limit. The total contract amount will not exceed \$10,000.00. CONTRACTOR will invoice COUNTY monthly for payment.

All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

4. AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CONTRACTOR and neither CONTRACTOR nor any employee thereof is an agent of COUNTY. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

CONTRACTOR agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to an act or omission arising from CONTRACTOR'S performance under this contract.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract shall be regarded as a third party beneficiary of this contract. This contract may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

7. AUDIT OF RECORDS

COUNTY may audit CONTRACTOR during the term of this contract and as otherwise authorized by law.

8 ENTIRE CONTRACT

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. The law of the State of Texas governs this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas for a claim made in a state court and the Northern District of Texas, Fort Worth Division for a claim made in federal court.

9 CONFIDENTIALITY

In the event CONTRACTOR receives confidential COUNTY information CONTRACTOR will keep that information confidential during the contract term and following termination, unless CONTRACTOR is directed to disclose that information by legal proceedings. In the event CONTRACTOR becomes involved in legal proceedings regarding confidential COUNTY information, CONTRACTOR will notify the COUNTY immediately.

10. TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

G.K. Maenius.
County Administrator
Tarrant County
100 E. Weatherford Street
Fort Worth, TX 76196

CONTRACTOR:

J. Scott Denton, M.D.
104 W. Front Street
Bloomington, IL 61701

In the event of early contract termination by COUNTY without cause, all fees and expenses due CONTRACTOR during the 30-day notice period will be paid in full. In the event the CONTRACTOR terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by COUNTY; however, any prior approved expenses may be paid to CONTRACTOR by COUNTY. If the contract is terminated for cause by COUNTY, COUNTY will not pay fees or expenses incurred after the date of notice of termination.

11. CONFLICT OF INTEREST DISCLOSURE: Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

APPROVED on this day the 6th day of December 2022 by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

J. Scott Denton, M.D.

G.K. Maenius
County Administrator

Authorized Signature

Printed Name

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$10,000.00:

Auditor's Office