

STATE OF TEXAS
COUNTY OF TARRANT

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CONTRACT FOR SERVICES

BACKGROUND

THIS AGREEMENT ("Agreement") by and between Tarrant County ("COUNTY") and Cook Children's Medical Center ("PROVIDER") is effective September 1, 2023, for diagnostic radiology services, specifically for chest x-rays, two view.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

- a. This Agreement does not authorize the provision of any service other than chest x-rays (two view) for patients of the COUNTY as requested by COUNTY pursuant to an order of the Medical Director of the Tarrant County Public Health.
- b. COUNTY understands that PROVIDER will perform the chest x-rays on each patient on its premises.
- c. COUNTY understands that the chest x-ray films will be read and interpreted by physicians associated with Radiology Associates of Tarrant County, P.A., and that Radiology Associates of Tarrant County, P.A. is solely responsible for the professional medical services of interpretation of the chest x-ray films performed by PROVIDER. COUNTY understands that it will be responsible to Radiology Associates of Tarrant County, P.A. for payment for those professional medical services.
- d. Payment for any services other than those described in this Agreement must be authorized in advance by COUNTY. COUNTY agrees that it will not retroactively deny claims for Services provided to Patients pursuant to a written request for services from COUNTY.

2. TERM

This contract begins on September 1, 2023 and concludes on August 31, 2024.

3. COST

For Services rendered to Patients under this Agreement, COUNTY agrees to compensate PROVIDER at the rate of \$110.00 per (two views) chest x-rays. Fees will be negotiated at the end of each contract term. The COUNTY will pay no more than \$10,000.00 annually for these services. COUNTY will pay PROVIDER within thirty (30) days of receipt of invoice from the PROVIDER so long as PROVIDER submits bills for services rendered to the following address within thirty (30) days of the service date:

Tarrant County Public Health
1101 South Main St., Suite 1600
Fort Worth, Texas 76104
Attn: P. Rene' Whitting

4. SUPERVISION

COUNTY and PROVIDER agree that COUNTY has no right to supervise or to direct the performance of PROVIDER's services.

5. AGENCY-INDEPENDENT CONSULTANT

PROVIDER is an independent provider. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

6. INSURANCE

- A. PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.
- B. All insurance policies under this agreement must specifically name and include Tarrant County, its officers, agents, employees and servants as additional insureds.

7. INDEMNIFICATION

PROVIDER SHALL INDEMNIFY, DEFEND, HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AND EMPLOYEES AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, OR OTHER LOSS WHICH MAY RESULT FROM THE FAILURE OF PROVIDER TO FULFILL ITS OBLIGATIONS UNDER THE TERMS IN THIS AGREEMENT.

8. ASSIGNMENT

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

9. THIRD PARTY BENEFICIARY EXCLUDED

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

10. GOVERNING LAW AND VENUE

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

11. TERMINATION

Either party may terminate this contract without cause. Such notice of termination shall be given in the following manner.

- A. Providing written notice to the other party at least ninety (90) days prior to the date of termination;
- B. Providing in the written notice the date of termination; and
- C. Sending the written notice by certified mail return receipt requested to the party at its address.

12. MISCELLANEOUS

- A. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.
- B. If any terms or provisions of this Contract are held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- C. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.
- D. This Contract, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract may be amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

13. 1295 COMPLIANCE

PROVIDER 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.

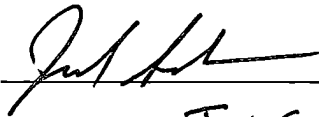
SIGNED AND EXECUTED this 21 day of June, 2023.

COUNTY OF TARRANT

Cook Children's Medical Center

STATE OF TEXAS

Tim O'Hare
County Judge



Printed name: Jack Sosebee
Title: Senior Vice President

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____



Criminal District Attorney's Office*

Tarrant County Auditor

*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.



**Debarment/suspension certification indicating that you are in compliance
with the below Federal Executive Order.**

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Jack Sosebee (Name)
Cook Children's Medical Center (Company)
801 7th Avenue (Address)
Fort Worth, TX 76104 (Address)
____ (DUNS Number)

PHONE 682-885-5577 -- FAX _____

EMAIL jack.sosebee@cookchildrens.org

Jack Sosebee Signature 6/21/23 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cook Children's Medical Center
Fort Worth, TX United States

Certificate Number:
2023-1030216

Date Filed:
06/05/2023

Date Acknowledged:
07/06/2023 MJR

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Public Health

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2022-2023
Chest X-rays provided to patients of Tarrant County Public Health.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



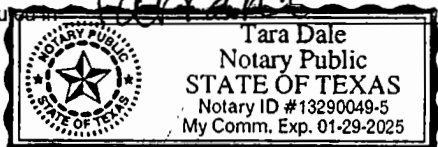
6 UNSWORN DECLARATION

My name is Bryan Maudin, and my date of birth is 6-12-1973.

My address is 801 7th Ave, Fort Worth, TX, 76104, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Tarrant County, State of Texas, on the 6th day of June, 2023.
(month) (year)



Tara Dale

Signature of authorized agent of contracting business entity
(Declarant)

Vendor Certification Addendum to Tarrant County Contracts
Entered into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: _____
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):



Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

[Signature]

Signature of Certifying Person

Jack Sasebec

Printed Name of Certifying Person

Senior Vice President

Title of Certifying Person

Cook Children's Medical Center

Name of Vendor Company/Organization

6/21/23

Date Certified