

THE STATE OF TEXAS	§	
	§	CONTRACT FOR LEGAL SERVICES
COUNTY OF TARRANT	§	

The Criminal District Attorney of Tarrant County, Texas, in her official capacity (the Criminal District Attorney), and the Tarrant County Hospital District, Tarrant County, Texas, by and through its Board of Managers in their official capacity (the Hospital District) make the following contract:

1. The Criminal District Attorney agrees to furnish the equivalent of three full-time Assistant Criminal District Attorneys to advise and represent the Hospital District with regard to legal matters limited to the following ("Legal Services") from October 1, 2021 through September 30, 2023:

- a. Tarrant County jail related medical claims and Tarrant County jail related medical suits in federal and state court;
- b. Collection services and lien enforcement;
- c. Medical malpractice claims and suits;
- d. General liability suits, including premises liability; and
- e. Drafting/review of contracts for the Hospital District with a face value of up to and including \$500,000 (which review shall not include any contract for physicians' groups, real estate, construction, graduate medical education, undergraduate medical education or medical research, regardless of the face value of such contract).

All Legal Services provided to the Hospital District by the Criminal District Attorney under this Contract shall be coordinated through the Hospital District's Chief Legal Counsel.

2. In support of the aforementioned Assistant Criminal District Attorneys, other attorneys of Criminal District Attorney's Office will be accessible as a legal resource for consultation and supplementation of the Legal Services provided by the assigned attorneys.

3. Criminal District Attorney agrees to furnish one full-time Legal Specialist to assist the Assistant Criminal District Attorneys in the support of the delivery of the Legal Services.

4. Hospital District hereby engages Criminal District Attorney to provide the above-referenced Legal Services and, in consideration of the Legal Services, the Hospital District agrees to pay each calendar month in advance to a specific fund established by the Tarrant County Auditor, a sum equal to one-twenty-fourth (1/24) of the following amount necessary to fund the positions described in paragraphs 1 and 3

above, with any excess payments being refunded semi-annually by Tarrant County to the Hospital District. The parties hereto agree that the total amount necessary to fund such positions shall not exceed one million three hundred fifty-five thousand dollars six hundred seven and NO/100 Dollars (\$1,355,607.00) for the contract term beginning on October 1, 2021 and ending on September 30, 2023, which sum includes the salary and benefits necessary to fund such positions and includes, without limitation, all of the following costs and expenses: retirement contributions, employee group health insurance, data transmission, mileage allocation, parking, computers, routine office equipment and supplies, telephones, internet services, access to the Criminal District Attorney's law library, Westlaw (and/or Lexis-Nexis) access fees, and travel expenses. Upon extension or renewal of the term of this Contract, if any, pursuant to the provisions below, the maximum budgeted amount per year shall be that amount set annually by the Board of Managers of the Hospital District. Upon executing this agreement, Hospital District agrees to promptly pay Tarrant County any amounts previously billed under the previous agreement between the Hospital District and the Criminal District Attorney that were not paid, and which are now due. It is understood and agreed by Criminal District Attorney and Hospital District that, in addition to the compensation contemplated pursuant to paragraph 4 above for Legal Services, the Criminal District Attorney shall be entitled to payment and/or reimbursement from the Hospital District for the Criminal District Attorney's out-of-pocket costs and expenses reasonably required to deliver the Legal Services, excluding those costs and expenses that are listed in paragraph 4.

5. In compliance with the terms and provisions of this Contract, the personnel employed by the Criminal District Attorney to provide the Legal Services shall be and remain under the sole supervision of the Criminal District Attorney. The Criminal District Attorney shall provide access to all files available as required by Texas Disciplinary Rules of Professional Conduct.

6. The personnel employed by the Criminal District Attorney to provide the Legal Services shall office at the Criminal District Attorney's Office or at a mutually agreeable location.

7. The Hospital District will provide reasonable access and make available to the Criminal District Attorney such files and personnel as may be necessary for the provision of the Legal Services.

8. The terms, conditions and payments provided in this Contract will be terminated upon the occurrence of either of the following events:

- a. Upon failure of the Board of Managers of the Hospital District to provide funding necessary for such personnel; or
- b. Unless otherwise terminated pursuant to Paragraph 11, upon ninety (90) days written notice by either party hereto, said notice being sufficient if delivered by First Class Mail or in hand, to the Chief Legal Counsel of the Hospital District or to the Criminal District Attorney, subject to and in compliance with the Texas Disciplinary Rules of Professional

Conduct.

9. The term of this Contract shall be from October 1, 2021 through September 30, 2023, subject to appropriation by the Tarrant County Commissioners Court of the budgetary funds (taking into account the \$1,355,607.00 provided in paragraph 4 above) necessary to sustain this Agreement during the term of this Contract. This Contract may be extended on such terms and conditions as shall be agreed upon in a writing signed by and between the Hospital District and the Criminal District Attorney.

10. The Criminal District Attorney reserves the right to decline to represent the Hospital District on specific matters, including, but not limited to, claims and lawsuits.

11. This Contract may be amended or revised, as agreed to by the parties. Any amendments or revisions must be in writing and executed by all parties to this Contract. Notwithstanding the foregoing, upon one hundred and eighty (180) days prior written notice to the Criminal District Attorney, the Hospital District Chief Legal Counsel may terminate any portion of the Legal Services as such are outlined in Paragraph 1. To the extent the Criminal District Attorney is unwilling or unable to accommodate such change to the scope of Legal Services, or to continue providing the remaining portion of the Legal Services, the Criminal District Attorney shall respond within ten (10) business days of receipt of the notice by providing one hundred and eighty (180) days prior written notice of termination of the Contract.

12. This Contract supersedes and replaces all previous Contracts between the parties hereto which relate to the subject matter contained herein.

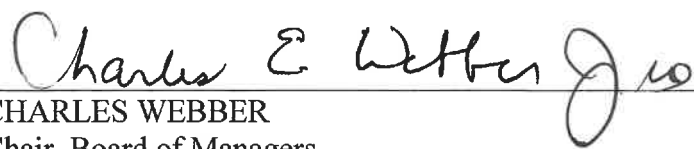
13. **NOTICE To CLIENTS: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.**

Dated this ____ day of _____ 2021.

TARRANT COUNTY HOSPITAL DISTRICT



DAPHNE WALKER
SVP, Chief Legal Counsel



CHARLES WEBBER
Chair, Board of Managers

TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY



SHAREN WILSON
Criminal District Attorney

TARRANT COUNTY, TEXAS

B. GLEN WHITLEY
County Judge