

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF TARRANT

### 1. BACKGROUND

This Contract For Services is between Tarrant County, Texas ("COUNTY") and Mothers' Milk Bank of North Texas ("PROVIDER"). The Commissioners Court finds that this contract serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

### 2. SCOPE OF SERVICES

Mothers' Milk Bank of North Texas will provide human milk for HIV exposed infants to Tarrant County ("COUNTY") in the Fort Worth Health Services Delivery Area.

Other services will include:

- 2.1 Human milk will be provided to HIV exposed infants of Ryan White eligible clients;
- 2.2 Eligibility will be established through a referral process from Ryan White subrecipients;
- 2.3 Report of unduplicated clients and units of human milk provided will be submitted monthly.

### 3. TERM

This contract begins on **August 1, 2022** and concludes on **July 31, 2023**.

### 4. COST

The COUNTY will pay up to \$14,760.00 pursuant to this contract. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed under this contract;
- 4.2 PROVIDER will send invoices to Tarrant County, HIV Administrative Agency, 2300 Circle Drive, Suite 2306, Fort Worth, Texas 76119; or to TCAAFinancial@tarrantcounty.com
- 4.3 PROVIDER will bill at the rate of \$20.00 per 200ml of human milk; one 200ml of human milk equals one unit of service;
- 4.4 PROVIDER will bill at the rate of \$20.00 per shipment for dry ice and shipping container;
- 4.5 Bill will be submitted monthly by the 22<sup>nd</sup> of each month, in an agreed upon format, in months when expenses are incurred.

### 5. SUPERVISION

COUNTY and PROVIDER agree that COUNTY has no right to supervise or to direct the performance of PROVIDER'S services. PROVIDER is responsible for all expenses incurred by PROVIDER in its performance of this contract.

## **6. AGENCY-INDEPENDENT PROVIDER**

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.

## **7. INSURANCE**

PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.

## **8. INDEMNIFICATION**

**PROVIDER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICERS AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES, LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE PROVIDER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS AGREEMENT.**

## **9. 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.

## **10. 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.

## **11. ENTIRE CONTRACT**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally

## **12. 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.

## **13. 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 thirty (30) 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.

#### **14. ANNUAL FISCAL CONDITION PRECEDENT**

The parties acknowledge and agree that the County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Contract for the County's fiscal years subsequent to that in which funds for this Contract are first allocated, the County may immediately and without penalty terminate this Contract; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

#### **15. 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 term of provisions of this Contract is 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.

**Reminder of page intentionally left blank**

**16. PARTIES ADDRESSES**

COUNTY:

TARRANT COUNTY  
2300 Circle Drive, Suite 2306  
Fort Worth, Texas 76119

PROVIDER:

MOTHERS' MILK BANK OF NORTH TEXAS  
7617 Benbrook Parkway  
Fort Worth, TX 76126

**17. LIABILITY**

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

**18. 1295 COMPLIANCE**

**Mothers' Milk Bank of North Texas** 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.

**Reminder of page intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PROVIDER**

**MOTHERS' MILK BANK OF NORTH TEXAS**

7617 Benbrook Parkway  
Fort Worth, Texas 76126

By: Shaina Starks  
Title: Director of Operations  
Date: 9/25/2022

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
**B. Glen Whitley**  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$14,760.00

James Marvin Nichols  
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.

**Vendor Certification Addendum to Tarrant County Contracts  
Entered Into on or After September 1, 2021  
Required by New Texas State Laws**

This Addendum relates to the following contract: Mothers' Milk Bank of North Texas

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 of Certifying Person

Leslie Leach

Printed Name of Certifying Person

Director of Resources

Title of Certifying Person

Mothers' Milk Bank of North Texas

Name of Vendor Company

7/25/2022

Date Certified

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

Certificate Number:
2022-914142

Date Filed:
07/25/2022

Date Acknowledged:

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

Mothers' Milk Bank of North Texas
Fort Worth, TX United States

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

Tarrant County

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.

618341
human donor milk

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of interest (Controlling, Intermediary). The table is currently empty.

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Leslie Leach, and my date of birth is 03/25/1963

My address is 7617 Benbrook Parkway, Fort Worth, TX, 76126, USA
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 25 day of July, 2022
(month) (year)

Handwritten signature of Leslie Leach
Signature of authorized agent of contracting business entity (Declarant)