

3. ** Approval of the Fiscal Year 2024-2025 Health Resources and Services Administration Ryan White Part D Vendor Contract Renewal with Mothers' Milk Bank of North Texas



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 7

DATE: 09/04/2024

SUBJECT: APPROVAL OF THE FISCAL YEAR 2024-2025 HEALTH RESOURCES AND SERVICES ADMINISTRATION RYAN WHITE PART D VENDOR CONTRACT RENEWAL WITH MOTHERS' MILK BANK OF NORTH TEXAS

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Fiscal Year 2024-2025 Health Resources and Services Administration (HRSA) Ryan White Part D (Part D) vendor contract renewal with Mothers' Milk Bank of North Texas for \$17,000.00.

BACKGROUND

Tarrant County receives annual grant funding from HRSA to provide a variety of essential core and support services for HIV-positive individuals. The HRSA Ryan White Part D grant funding is used for the provision of family-centered care involving outpatient and ambulatory care for women, infant, children, and youth living with HIV/AIDS in the Fort Worth/Arlington Transitional Grant Area (TGA) which includes the counties of Tarrant, Hood, Johnson, and Parker. Tarrant County HIV Administrative Agency administers the grant funding and subcontracts with community organizations to deliver high-quality services.

Mothers' Milk Bank of North Texas provides human breast milk to infants at risk of HIV perinatal transmission for the first six (6) weeks of life. Tarrant County has been contracting with Mothers' Milk bank since 2016 for the provision of human breast milk.

The Part D project period is August 1, 2022 through July 31, 2026. The grant budget period is August 1, 2024 through July 31, 2025.

The recommended contract is as follows:

Mothers' Milk Bank of North Texas – Total reimbursements shall not exceed \$17,000.00

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant allocations as follows:

Part D: Grant-2004 E0025-2025 DHHS-Ryan White Title IV Part D - Women, Infants, Children, Youth and Affected Family / 1132200000 HIV Subrecipients/ 569011 Professional Services – net impact \$17,000.00

SUBMITTED BY:	HIV Administrative Agency	PREPARED BY: APPROVED BY:	Dulce Lozano Lisa McKamie-Muttiah
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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, 2024** and concludes on **July 31, 2025**.

4. COST

The COUNTY will pay up to \$17,000.00 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@tarrantcountytx.gov
- 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 22nd 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 _____, 2024.

PROVIDER

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

By: Shaina Starks

Title: Executive Director

Date: 8/7/2024

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marwin Nichols
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 FUNDS IN THE AMOUNT OF \$ _____

Auditor 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**

Certificate Number:
2024-1195821

Date Filed:
08/02/2024

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
Benbrook, 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.

JPS Health Network

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.

A1-2024020
pasteurized donor human milk

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

My address is 7617 Benbrook Parkway, Benbrook, 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 2nd day of August, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)