



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 16

DATE: 12/3/2024

**SUBJECT: RFQ NO. F2024091 - ANNUAL CONTRACT FOR TISSUE BANK SERVICES - MEDICAL EXAMINER'S OFFICE - VARIOUS VENDORS - PER CONTRACT TERMS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve contracts for RFQ No. F2024091, Annual Contract for Tissue Bank Services, for the Medical Examiner's Office, at the per contract terms.

**BACKGROUND**

On October 1, 2024, the Commissioners Court, through Court Order #144012, granted approval to conduct negotiations for RFQ No. F2024091, Annual Contract for Tissue Bank Services, for the Medical Examiner's Office, to the following vendors based upon each vendor's high ranking in the evaluation procedure:

Ranking Order

1. LifeGift Organ Donation Center
2. The University of Texas Southwestern Medical Center d/b/a Transplant Services Center

The Medical Examiner's Office and Purchasing successfully negotiated contracts with the two (2) vendors. The top ranked vendor will be the first vendor contacted to provide service. If the top ranked vendor cannot provide service by the deadline provided by Tarrant County, then the second ranked vendor will be contacted.

The term of the contract is twelve (12) months, effective December 3, 2024, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to utilize a qualified organization to provide tissue bank services to obtain cadaver tissue from donors in the custody of the Medical Examiner's Office. The selected organization shall be responsible for contacting the next of kin of the deceased and offering the service for tissue donation as defined in the Texas Health and Safety Code Section 693.002.

Therefore, it is the joint recommendation of the Medical Examiner's Office and Purchasing that the Commissioners Court grant approval to contract with the vendors listed above at the per contract terms.

The contracts are attached for approval and signature. The Criminal District Attorney's Office reviewed the contracts as to form.

SUBMITTED BY	Purchasing	PREPARED BY:	Wanyu Chen
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 12/3/2024 PAGE 2 OF 16

## **FISCAL IMPACT**

This award constitutes revenue to Tarrant County.

## CONTRACT FOR SERVICES

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”) and LifeGift Organ Donation Center, a non-profit corporation, hereinafter referred to as (“PROVIDER”), for the provision of tissue bank services, to provide COUNTY with the service of tissue donation as defined in the Texas Health and Safety Code Section 693.002 in order to obtain cadaver tissue from donors that are in the custody of the Medical Examiner. Commissioners Court finds that this Contract serves a public purpose under the authority of Tarrant County Medical Examiner, also referred to as (“TCME”), so as to ensure security to its facility, integrity to its cases, and efficiency in the operation of its duties.

### 1. SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1. Maintain the following: 501(c)(3) Not for Profit organization status, registration with the Food & Drug Administration (“FDA”), and accreditation with American Association of Tissue Banks (“AATB”).
- 1.2. Provide 24-hour a day/7-days a week/365 days-per-year donor coordinator services through a toll-free number.
- 1.3. Be equipped, staffed, and fully prepared to handle all form(s) of tissue including, but not limited to musculoskeletal, cardiovascular, skin, and organs.
- 1.4. Be equipped, staffed, and fully prepared to evaluate and recover tissue from all referral sources within Tarrant County, including but not limited to investigation scenes.
- 1.5. Provide qualified technicians and/or coordinators to travel and procure tissue, assume immediate responsibility for all recovered tissue, obtain all necessary and relevant clinical information, and obtain all necessary and legally required consents pursuant to Texas Health and Safety Code Sections 693.002 and 693.006.
- 1.6. Obtain written authorization from each donor’s family and provide the same to the TCME pursuant to Texas Health and Safety Code Section 693.002 prior to any recovery. No recovery may be performed without appropriate written or recorded authorization first being obtained from the donor or the legal next of kin unless otherwise permitted under law.
- 1.7. Provide bereavement services to the families of all tissue donors.
- 1.8. After decedent has been transported to TCME, PROVIDER will perform recoveries authorized by the TCME at 200 Feliks Gwozdz Place Fort Worth, Texas 76104 and exclusively in the morgue environment as appropriate and in accordance with federal and state law, industry standards, regulatory and quality procedures, and any and all

rules and agreements set forth by the TCME. If extenuating circumstances arise that prevent TCME from accommodating tissue recovery (e.g. isolation room unusable resulting in loss of donation), PROVIDER may transport the decedent to another location designated by PROVIDER with proper legal consent for release from the legal next of kin and authorization by TCME.

- 1.9. Maintain the integrity of all cases without compromising the chain of custody, observe strict confidentiality rules, and demonstrate a high degree of professionalism at all times.
- 1.10. Maintain, at its own expense, the upkeep, repair, and cleaning of the isolation room, all fixtures, autopsy table(s), workstations, scales, and counters, used for the recovery of all tissue at the office of the TCME in accordance with FDA and AATB requirements for minimizing contamination, and any and all rules and agreements set forth by the TCME.
  - a) COUNTY Responsibilities will be limited to providing the following:  
Sink and faucet, viscera bucket (stainless steel lined with garbage bag to be provided by PROVIDER), headblock, autopsy table(s), mop bucket, wall-mounted soap and hand sanitizer, varied size pink buckets for cleaning products.
  - b) PROVIDER Responsibilities:
    - i. Maintain room and all equipment in the condition they were originally provided.
    - ii. Take out and properly dispose of all trash, refuse, and hazardous materials.
    - iii. Mop floor.
    - iv. Clean room and restore room to original condition.
    - v. TCME tags will be left on the body bag or replaced with an appropriate one.
    - vi. The body shall be cleaned, placed in a body bag with clothing, and placed in the cooler.
    - vii. PROVIDER must provide its own PPE, trash cans/bins, waste disposal, sharps container, test tubes, scrub brushes, towels, cleaning supplies such as bleach, dish detergent, assorted soap, etc.
    - viii. The PROVIDER must sign in and out of the TCME isolation room under the supervision of TCME staff and may not leave the TCME facility until proper cleaning of the isolation room and disposal of ALL waste has been confirmed by the TCME staff.
- 1.11. Provide the TCME with any and all necessary lab work through its contracts with Clinical Laboratory Improvement Amendments (“CLIA”) accredited laboratories and hospitals.
- 1.12. Be responsible for the collection and disposal of any and all medical waste generated through the procurement process and utilize services for proper collection and

disposal with a company that meets all local, state, and federal regulations, and provide monthly manifests on the disposition of all waste to the TCME.

- 1.13. Be compliant with all agreements, rules, and procedures pertaining to the use of TCME facilities and equipment, and all safety procedures of OSHA, FDA, AATB, and any other applicable regulatory entities.
- 1.14. Provide the TCME with a monthly report of donors to include the type of recovery, donor case number, donor name, date of recovery, and technicians used for each case.
- 1.15. Pay all required fees, expenses, and/or other charges billed by the TCME for the use of the TCME facility to procure tissue donations within sixty (60) days of invoice. The facility fee rate is \$275 per hour and is determined by the clocking in and clocking out at the TCME facility by PROVIDER employees.
- 1.16. Annually provide tissue distribution numbers from PROVIDER contracted tissue processors that demonstrate the community impact of donation and transplantation throughout Texas and in Tarrant County.
- 1.17. Security Requirements:
  - a) Following a satisfactory background investigation, security swipe badges will be issued to the PROVIDER's local procurement coordinator for a limited number of selected team members.
  - b) PROVIDER's staff must abide by all security measures, rules, and agreements set forth by the TCME including allowing only authorized PROVIDER procurement team members to enter the TCME facility. There will be no exceptions.
  - c) PROVIDER must maintain a log of all donor information, date of procurement, technicians, and in/out times at the TCME facility. PROVIDER must provide a copy of this log to the TCME on a monthly basis.
- 1.18. No Solicitations:

PROVIDER must not solicit tissue donation on the TCME's facility premises, nor shall the PROVIDER permit any person, employee, or staff to be solicited on the TCME's premises.

## 2. SECURITY REQUIREMENTS AND REPORTING

PROVIDER shall require that a daily log of all PROVIDER officers, employees, volunteers, agents, or invitees entering the TCME's facility be kept twenty-four hours per day. Said log shall be on a form acceptable to the TCME and shall contain names, purpose of visit, time in, and time out. Said log shall be kept at a location identified by the TCME where log information shall be recorded, and all PROVIDER's employees and agents shall check in and be passed into the facility.

PROVIDER's employees and agents shall not be permitted into the TCME's facility when TCME personnel are not present. Neither shall PROVIDER permit anyone who is not a PROVIDER's employee or agent admission to the TCME's facility.

PROVIDER shall not unlock doors for or admit peace officers or any other persons into the facility, unless in an emergency.

PROVIDER shall not permit its officers, agents, employees, or volunteers access to the recovery area unless specifically requested by the technician performing a tissue recovery.

PROVIDER shall not permit its officers, agents, employees, or volunteers to be in the autopsy area during any procedures performed by TCME personnel.

3. TERM AND TERMINATION

This contract is effective as of the date of the last party's signature. The term of this contract is twelve (12) months. Thereafter, the COUNTY may renew the contract for two (2) additional twelve (12) month terms by providing the PROVIDER with written notice of renewal prior to the expiration of the current term.

Continuing specification-related PROVIDER non-performance will be a basis for the termination of the contract by COUNTY. The PROVIDER may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance. The contract may be terminated without cause by either party upon written thirty (30) day notice prior to cancellation.

4. VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

5. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER 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. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6. QUALITY ASSURANCE.

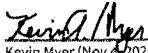
The parties agree to hold at least annual ad hoc quality assessment meetings; and if requested by a party, identify and agree upon quality assessment and performance improvement measures to be reported and monitored to evaluate quality, safety and effectiveness of the contracted services.

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Commissioners Court Order Number \_\_\_\_\_

**THE COUNTY OF TARRANT  
STATE OF TEXAS**

**LIFEGIFT ORGAN DONATION CENTER**

\_\_\_\_\_  
**Tim O'Hare**  
**Title: County Judge**  
**Date: \_\_\_\_\_**

  
\_\_\_\_\_  
**Kevin Myer**  
**Title: President and CEO**  
**Date: 11/04/2024**

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.

STATE OF TEXAS )  
COUNTY OF TARRANT )

TISSUE RECOVERY AND FACILITY USE AGREEMENT

This Tissue Recovery and Facility Use Agreement shall become effective upon the date this contract is signed by both parties and is by and between The University of Texas Southwestern Medical Center at Dallas, an agency and public institution of higher education established under the laws of the State of Texas, on behalf of its Transplant Services Center (“Transplant Services Center”) and Tarrant County, Texas (“County”), a political subdivision of the State of Texas.

Whereas, Transplant Services Center is a tissue procurement organization as defined in the Texas Health and Safety Code which desires to obtain cadaver tissue from donors that are in the custody of the Tarrant County Medical Examiner’s Office pursuant to Texas Health and Safety Code Sections 693.002 & 693.006; and

Whereas, the County desires to allow access to cadavers in its custody to an experienced tissue procurement organization, so as to ensure security to its facility, integrity to its cases, and efficiency in the operation of its duties; and

Whereas, Transplant Services Center acknowledges that it is an agency and public institution of higher education established under the laws of the State of Texas; and

Whereas, Transplant Services Center further acknowledges that it has been registered with the United States Food and Drug Administration (FDA) for at least ten (10) years; and

Whereas, Transplant Services Center further acknowledges that is accredited by the American Association of Tissue Banks (AATB); and

Whereas, Transplant Services Center further acknowledges that is accredited by the Eye Bank Association of America (EBAA).

Therefore, the parties agree as follows:

1. Tissue Recovery. Transplant Services Center agrees to:
  - 1.1. Maintain registration with the FDA and maintain accreditation with AATB and EBAA for ocular and tissue recovery.
  - 1.2. Provide always available 24-hour a day/7-days a week/365 days-per-year Donor Coordinator services through a toll-free number.
  - 1.3. Be equipped, staffed, and fully prepared to handle all form(s) of tissue including, but not limited to corneas, sclera, skin, bone/soft tissue, and heart valves.

- 1.4. Provide necessary equipment, instrumentation, testing, and all supplies for the testing and procurement of tissues, and for reconstruction of the donor.
- 1.5. Provide qualified technicians and/or coordinators to travel and procure tissue, assume immediate responsibility for recovered tissue, obtain all necessary and relevant clinical information, and obtain the necessary and legally required consents pursuant to the Texas Health and Safety Code Sections 693.002 and 693.006 as currently promulgated or hereafter amended and provide a copy of such consent to the Medical Examiner's Office or documentation of oral consent that is electronically recorded pursuant to Texas Health and Safety Code Section 692A.010, prior to recovery. No recovery may be performed without appropriate consent first being obtained from the person authorized to make an anatomical gift of a decedent's body as determined by Texas Health and Safety Code Sections 692A.005 through 692A.010.
- 1.6. Obtain authorization from each donor's family and provide the same to the Medical Examiner pursuant to Texas Health and Safety Code Section 693.002 prior to any recovery. No recovery may be performed without authorization first being obtained from the legal next of kin unless otherwise permitted under law.
- 1.7. Perform all recoveries of tissue donors pursuant to this agreement exclusively in the Tarrant County Medical Examiner's Office morgue environment as appropriate and in accordance with federal and state law and industry standard regulatory and quality procedures.
- 1.8. Maintain the integrity of all cases without compromising the chain of custody, observe strict confidentiality rules, and demonstrate a high degree of professionalism at all times.
- 1.9. Clean and remove all debris that result from Transplant Services Center's use of the operating site after every procurement procedure performed by Transplant Services Center.
- 1.10. Transport or arrange transportation for all recovered tissue upon completion of donation from the procurement site.
- 1.11. Provide any and all necessary lab work in its own facilities or through its contracts with Clinical Laboratory Improvement Amendments (CLIA) accredited laboratories or hospitals.
- 1.12. Provide for any and all necessary lab work for determining the suitability of the donor's tissues for transplant.
- 1.13. In connection with recovery procedures under this agreement, maintain, at its own expense, the upkeep, repair and cleaning of the isolation morgue used for the recovery at the office of the Medical Examiner in accordance with Federal Food and Drug Administration (FDA), American Association of Tissue Banks (AATB), and the Eye Bank Association of America (EBAA) requirements for minimizing contamination.
- 1.14. Repair or replace the morgue isolation autopsy table to its full operational capabilities

at its expense, to the extent authorized by the Constitution and laws of the State of Texas, if necessary due to damage caused by Transplant Services Center or its employees.

- 1.15. Comply with all safety and other procedures of the Medical Examiner, OSHA, FDA, AATB, and EBAA and all applicable regulatory entities.
  - 1.16. Accept financial responsibility, to the extent authorized by the Constitution and laws of the State of Texas, for any damage to the Medical Examiner's facility caused by Transplant Services Center.
  - 1.17. Not allow anyone other than employees and duly authorized agents of Transplant Services Center, access to or participation in the recovery procedure.
  - 1.18. Communicate with the Tarrant County Medical Examiner's Office in writing and by facsimile to (817) 920-5713, pursuant to section 9 of this agreement.
  - 1.19. Provide bereavement services to the families of tissue donors.
  - 1.20. Provide the Medical Examiner with a monthly report of donors to include the type of recovery, donor case number, donor name, date of recovery, and technicians used for each case.
  - 1.21. Because Transplant Services Center is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Transplant Services Center (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code. Employees of The University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by V.A.C.S., Article 8309d. Transplant Services Center agrees to maintain in force during the term of this Agreement professional medical liability coverage for all Transplant Services Center physicians performing services under this Agreement pursuant to The University of Texas System Professional Medical Liability Benefit Plan.
2. Security Requirements and Reporting.

Transplant Services Center shall require that a daily log of all Transplant Services Center officers, employees, volunteers, agents, or invitees entering the Medical Examiner's Facility shall be kept twenty-four (24) hours per day. Said log shall be on a form acceptable to the Medical Examiner and shall contain names, purpose of visit, time in, and time out. Said log shall be kept at a location identified by the Medical Examiner where log information shall be recorded and all Transplant Services Center employees and agents shall check in and be passed into the facility.

Transplant Services Center employees and agents shall not be permitted into the Medical Examiner Facility when Medical Examiner Office personnel are not present. Neither shall Transplant Services Center permit anyone who is not a Transplant Services Center employee or agent, admission to the Medical Examiner's Facility.

Transplant Services Center shall not unlock doors for or admit peace officers or any other persons into the facility.

Transplant Services Center shall not permit its officers, agents, employees, volunteers access to the recovery area unless specifically requested by the technician performing a tissue recovery.

Transplant Services Center shall not permit its officers, agents, employees, or volunteers to be in the autopsy area during any procedures performed by Medical Examiner personnel.

3. No Solicitation.

Transplant Services Center shall not solicit, nor permit to be solicited, any person for tissue donation on Medical Examiner's Facility premises, unless specifically authorized on a case by case basis by the Medical Examiner. No blanket authorization shall be effective authorization. Each specific solicitation must be authorized.

4. Acknowledgements.

Transplant Services Center acknowledges the following:

- a) It is an agency and public institution of higher education established under the laws of the State of Texas able to operate in Tarrant County, Texas;
- b) It has been properly registered with the FDA for a minimum of ten (10) years;
- c) It provides for the recovery of tissue, including removal of bone and skin.

5. County Duties. The County agrees to:

Allow Transplant Services Center to utilize the facilities (and a tissue recovery room) of the Medical Examiner for the purpose of tissue recovery for transplantation, provided that such use does not conflict with the use of the facilities by the Medical Examiner; and permit Transplant Services Center reasonable access, as reasonably prescribed, scheduled and regulated by the Tarrant County Medical Examiner's Office, to use the facilities of the Medical Examiner's Office for the purpose of tissue recovery. No personnel, materials, supplies or equipment belonging to the County may be utilized by Transplant Services Center.

Provide public information in autopsy reports which are in the possession of the Medical Examiner on cases from whom Transplant Services Center recovers tissues and on whom the Medical Examiner performs an autopsy in the performance of its duties. The release of such information in autopsy reports to Transplant Services Center does not qualify as a public disclosure per Texas Code of Criminal Procedure Article 49.25 Section 11(c). Transplant Services Center agrees to maintain the confidentiality of any autopsy report received from the Medical Examiner and to not publicly distribute such reports. Any and all autopsies performed shall be performed at the sole discretion and determination of the Medical Examiner of Tarrant County.

Contact Transplant Services Center in a manner and according to a schedule to be determined by the Tarrant County Medical Examiner, on a timely basis to report any potential donors and provide helpful information.

6. Consideration.

Pursuant to Texas Code of Criminal Procedure Article 49.25 Section 13A, the Medical Examiner is authorized to recover reasonable fees per a schedule approved by the Tarrant County Commissioners Court. Transplant Services Center agrees to reimburse Medical Examiner for the approved fee amount for facility utilization as reflected in the approved fee schedule or any subsequently amended fee schedule.

7. Term and Termination.

This agreement shall be effective as of the effective date given above and shall continue for a period of one year, unless terminated earlier as provided in this agreement. This agreement may be renewed for additional one-year periods upon written agreement by both parties entered into prior to the expiration of the current term. The parties agree that this agreement may be terminated at any time by either party with or without cause with thirty (30) days written notice.

8. Indemnification.

To the extent authorized by the Constitution and laws of the State of Texas, Transplant Services Center shall indemnify and hold harmless the County and its directors, officers, employees, and agents from and against any and all losses, claims, cause of action, damages, or liabilities to which the Medical Examiner's Office and the County and/or its respective directors, officers, employees, subsidiaries, and agents may become subject to as a result of the intentional or negligent acts, omissions to act, fault, and/or negligence by Transplant Services Center and/or its directors, officers, employees, or agents. Transplant Services Center shall pay any and all judgments ordered by a court of competent jurisdiction and assessed against Tarrant County, its officers, agents or employees, arising out of such negligence, gross negligence, or intentional acts or omissions as described above.

9. Miscellaneous. The parties further agree:

- a) **Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to this agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Transplant Services Center and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. The chief business officer of The University of Texas Southwestern Medical Center will examine County's claim and any counterclaim and negotiate with County in an effort to resolve the claims. The parties specifically agree (i) neither execution of this agreement by Transplant Services Center nor any other conduct, action or inaction of any representative of Transplant Services Center relating to this Agreement constitutes or is intended to constitute a waiver of Transplant Services Center's or the state's sovereign immunity to suit; and (ii) Transplant Services Center has not waived its right to seek redress in the courts.
- b) **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND

CONDITIONS RELATING TO LIENS ON IT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

- c) **Public Information.** Transplant Services Center strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, Chapter 552, Texas Government Code. In accordance with §§552.002 and 2252.907, *Texas Government Code*, and at no additional charge to Transplant Services Center, County will make any information created or exchanged with Transplant Services Center pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by Transplant Services Center that is accessible by the public.
- d) That any notices under this agreement shall be deemed effective if sent by mail to:

The County: Tarrant County Medical Examiner  
200 Feliks Gwozdz Pl.  
Fort Worth, Texas 76104

Transplant Services Center: UT Southwestern Medical Center  
5323 Harry Hines Blvd.  
Dallas, TX 75390  
Attn: Legal Contract Services

*With a CC copy to: [Contracts@UTSouthwestern.edu](mailto:Contracts@UTSouthwestern.edu)*

- e) The County will not, under any circumstances, expend public funds in furtherance of this agreement. The County will only provide access to cadavers actually in the custody of the Medical Examiner's Office. The County will not take custody of a cadaver under its legal jurisdiction only for the purposes of tissue recovery. **THE COUNTY MAKES NO REPRESENTATIONS WITH REGARD TO THE SUITABILITY OF ANY POTENTIAL DONOR, THE QUALITY OF ANY TISSUE OR MATERIAL PRODUCED, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER TYPE OF WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER.** Transplant Services Center shall be solely responsibly for any tissue or other material which it procures, and the County shall have no duty or obligation to Transplant Services or to any third party with regard to tissue or material procured or used.

10. Compliance With Laws

In providing the services required by this agreement, Transplant Services Center 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. Transplant Services Center shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. Venue; Governing Law

This agreement and all of the rights and obligations of the parties to this agreement and all of the terms and conditions of this agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

12. Entire Agreement

This agreement contains the entire agreement between the parties for ocular and tissue recovery and related facilities use and supersedes any and all other agreements, either oral or in writing, between the parties hereto relating to the services being provided hereunder. This agreement supersedes and terminates that certain Tissue Recovery and Facility Use Agreement effective as of January 4, 2022 between County and Transplant Services Center (UTSW Contract ID# FY2022-10927), as subsequently amended by that certain First Amendment to Tissue Recovery and Facilities Use Agreement executed as of January 10, 2023 (UTSW Contract ID FY2022-10927.1).

The undersigned certify that they are the legal representatives of the parties and are authorized by such to sign this agreement.

IN WITNESS WHEREOF, the parties affix their signatures and seals:

THE COUNTY OF TARRANT

THE UNIVERSITY OF TEXAS SOUTHWESTERN  
MEDICAL CENTER

\_\_\_\_\_  
Tim O'Hare  
County Judge

DocuSigned by:  
*William Ward*  
\_\_\_\_\_  
AE18186A475A41A...

Name: William ward  
Title: Senior Manager, Legal Contract Services

Date: \_\_\_\_\_

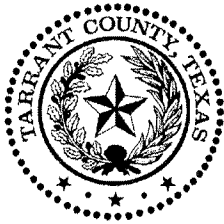
Date: 10/15/2024  
\_\_\_\_\_

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.



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFQ No. F2024091 - Annual Contract for Tissue Bank Services - Medical Examiner's Office - Various Vendors - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*

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CO#144418



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER \_\_\_\_\_  
PAGE 1 OF 16  
DATE: 12/3/2024

SUBJECT: RFQ NO. F2024091 - ANNUAL CONTRACT FOR TISSUE BANK SERVICES - MEDICAL EXAMINER'S OFFICE - VARIOUS VENDORS - PER CONTRACT TERMS

\*\*\* CONSENT AGENDA \*\*\*

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve contracts for RFQ No. F2024091, Annual Contract for Tissue Bank Services, for the Medical Examiner's Office, at the per contract terms.

BACKGROUND

On October 1, 2024, the Commissioners Court, through Court Order #144012, granted approval to conduct negotiations for RFQ No. F2024091, Annual Contract for Tissue Bank Services, for the Medical Examiner's Office, to the following vendors based upon each vendor's high ranking in the evaluation procedure:

Ranking Order

1. LifeGift Organ Donation Center
2. The University of Texas Southwestern Medical Center d/b/a Transplant Services Center

The Medical Examiner's Office and Purchasing successfully negotiated contracts with the two (2) vendors. The top ranked vendor will be the first vendor contacted to provide service. If the top ranked vendor cannot provide service by the deadline provided by Tarrant County, then the second ranked vendor will be contacted.

The term of the contract is twelve (12) months, effective December 3, 2024, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to utilize a qualified organization to provide tissue bank services to obtain cadaver tissue from donors in the custody of the Medical Examiner's Office. The selected organization shall be responsible for contacting the next of kin of the deceased and offering the service for tissue donation as defined in the Texas Health and Safety Code Section 693.002.

Therefore, it is the joint recommendation of the Medical Examiner's Office and Purchasing that the Commissioners Court grant approval to contract with the vendors listed above at the per contract terms.

The contracts are attached for approval and signature. The Criminal District Attorney's Office reviewed the contracts as to form.

SUBMITTED BY	Purchasing	PREPARED BY:	Wanyu Chen
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 12/3/2024 PAGE 2 OF 16

## **FISCAL IMPACT**

This award constitutes revenue to Tarrant County.

## CONTRACT FOR SERVICES

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY") and LifeGift Organ Donation Center, a non-profit corporation, hereinafter referred to as ("PROVIDER"), for the provision of tissue bank services, to provide COUNTY with the service of tissue donation as defined in the Texas Health and Safety Code Section 693.002 in order to obtain cadaver tissue from donors that are in the custody of the Medical Examiner. Commissioners Court finds that this Contract serves a public purpose under the authority of Tarrant County Medical Examiner, also referred to as ("TCME"), so as to ensure security to its facility, integrity to its cases, and efficiency in the operation of its duties.

### 1. SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1. Maintain the following: 501(c)(3) Not for Profit organization status, registration with the Food & Drug Administration ("FDA"), and accreditation with American Association of Tissue Banks ("AATB").
- 1.2. Provide 24-hour a day/7-days a week/365 days-per-year donor coordinator services through a toll-free number.
- 1.3. Be equipped, staffed, and fully prepared to handle all form(s) of tissue including, but not limited to musculoskeletal, cardiovascular, skin, and organs.
- 1.4. Be equipped, staffed, and fully prepared to evaluate and recover tissue from all referral sources within Tarrant County, including but not limited to investigation scenes.
- 1.5. Provide qualified technicians and/or coordinators to travel and procure tissue, assume immediate responsibility for all recovered tissue, obtain all necessary and relevant clinical information, and obtain all necessary and legally required consents pursuant to Texas Health and Safety Code Sections 693.002 and 693.006.
- 1.6. Obtain written authorization from each donor's family and provide the same to the TCME pursuant to Texas Health and Safety Code Section 693.002 prior to any recovery. No recovery may be performed without appropriate written or recorded authorization first being obtained from the donor or the legal next of kin unless otherwise permitted under law.
- 1.7. Provide bereavement services to the families of all tissue donors.
- 1.8. After decedent has been transported to TCME, PROVIDER will perform recoveries authorized by the TCME at 200 Feliks Gwozdz Place Fort Worth, Texas 76104 and exclusively in the morgue environment as appropriate and in accordance with federal and state law, industry standards, regulatory and quality procedures, and any and all

rules and agreements set forth by the TCME. If extenuating circumstances arise that prevent TCME from accommodating tissue recovery (e.g. isolation room unusable resulting in loss of donation), PROVIDER may transport the decedent to another location designated by PROVIDER with proper legal consent for release from the legal next of kin and authorization by TCME.

- 1.9. Maintain the integrity of all cases without compromising the chain of custody, observe strict confidentiality rules, and demonstrate a high degree of professionalism at all times.
- 1.10. Maintain, at its own expense, the upkeep, repair, and cleaning of the isolation room, all fixtures, autopsy table(s), workstations, scales, and counters, used for the recovery of all tissue at the office of the TCME in accordance with FDA and AATB requirements for minimizing contamination, and any and all rules and agreements set forth by the TCME.
  - a) COUNTY Responsibilities will be limited to providing the following:  
Sink and faucet, viscera bucket (stainless steel lined with garbage bag to be provided by PROVIDER), headblock, autopsy table(s), mop bucket, wall-mounted soap and hand sanitizer, varied size pink buckets for cleaning products.
  - b) PROVIDER Responsibilities:
    - i. Maintain room and all equipment in the condition they were originally provided.
    - ii. Take out and properly dispose of all trash, refuse, and hazardous materials.
    - iii. Mop floor.
    - iv. Clean room and restore room to original condition.
    - v. TCME tags will be left on the body bag or replaced with an appropriate one.
    - vi. The body shall be cleaned, placed in a body bag with clothing, and placed in the cooler.
    - vii. PROVIDER must provide its own PPE, trash cans/bins, waste disposal, sharps container, test tubes, scrub brushes, towels, cleaning supplies such as bleach, dish detergent, assorted soap, etc.
    - viii. The PROVIDER must sign in and out of the TCME isolation room under the supervision of TCME staff and may not leave the TCME facility until proper cleaning of the isolation room and disposal of ALL waste has been confirmed by the TCME staff.
- 1.11. Provide the TCME with any and all necessary lab work through its contracts with Clinical Laboratory Improvement Amendments (“CLIA”) accredited laboratories and hospitals.
- 1.12. Be responsible for the collection and disposal of any and all medical waste generated through the procurement process and utilize services for proper collection and

disposal with a company that meets all local, state, and federal regulations, and provide monthly manifests on the disposition of all waste to the TCME.

- 1.13. Be compliant with all agreements, rules, and procedures pertaining to the use of TCME facilities and equipment, and all safety procedures of OSHA, FDA, AATB, and any other applicable regulatory entities.
- 1.14. Provide the TCME with a monthly report of donors to include the type of recovery, donor case number, donor name, date of recovery, and technicians used for each case.
- 1.15. Pay all required fees, expenses, and/or other charges billed by the TCME for the use of the TCME facility to procure tissue donations within sixty (60) days of invoice. The facility fee rate is \$275 per hour and is determined by the clocking in and clocking out at the TCME facility by PROVIDER employees.
- 1.16. Annually provide tissue distribution numbers from PROVIDER contracted tissue processors that demonstrate the community impact of donation and transplantation throughout Texas and in Tarrant County.
- 1.17. Security Requirements:
  - a) Following a satisfactory background investigation, security swipe badges will be issued to the PROVIDER's local procurement coordinator for a limited number of selected team members.
  - b) PROVIDER's staff must abide by all security measures, rules, and agreements set forth by the TCME including allowing only authorized PROVIDER procurement team members to enter the TCME facility. There will be no exceptions.
  - c) PROVIDER must maintain a log of all donor information, date of procurement, technicians, and in/out times at the TCME facility. PROVIDER must provide a copy of this log to the TCME on a monthly basis.
- 1.18. No Solicitations:

PROVIDER must not solicit tissue donation on the TCME's facility premises, nor shall the PROVIDER permit any person, employee, or staff to be solicited on the TCME's premises.

## 2. SECURITY REQUIREMENTS AND REPORTING

PROVIDER shall require that a daily log of all PROVIDER officers, employees, volunteers, agents, or invitees entering the TCME's facility be kept twenty-four hours per day. Said log shall be on a form acceptable to the TCME and shall contain names, purpose of visit, time in, and time out. Said log shall be kept at a location identified by the TCME where log information shall be recorded, and all PROVIDER's employees and agents shall check in and be passed into the facility.

PROVIDER's employees and agents shall not be permitted into the TCME's facility when TCME personnel are not present. Neither shall PROVIDER permit anyone who is not a PROVIDER's employee or agent admission to the TCME's facility.

PROVIDER shall not unlock doors for or admit peace officers or any other persons into the facility, unless in an emergency.

PROVIDER shall not permit its officers, agents, employees, or volunteers access to the recovery area unless specifically requested by the technician performing a tissue recovery.

PROVIDER shall not permit its officers, agents, employees, or volunteers to be in the autopsy area during any procedures performed by TCME personnel.

3. TERM AND TERMINATION

This contract is effective as of the date of the last party's signature. The term of this contract is twelve (12) months. Thereafter, the COUNTY may renew the contract for two (2) additional twelve (12) month terms by providing the PROVIDER with written notice of renewal prior to the expiration of the current term.

Continuing specification-related PROVIDER non-performance will be a basis for the termination of the contract by COUNTY. The PROVIDER may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance. The contract may be terminated without cause by either party upon written thirty (30) day notice prior to cancellation.

4. VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

5. COMPLIANCE WITH LAWS

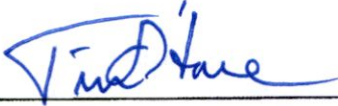
In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and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

6. QUALITY ASSURANCE

The parties agree to hold at least annual ad hoc quality assessment meetings; and if requested by a party, identify and agree upon quality assessment and performance improvement measures to be reported and monitored to evaluate quality, safety and effectiveness of the contracted services.

APPROVED on this the 3<sup>rd</sup> day of December, 2024, by Commissioners Court Order Number 144418

THE COUNTY OF TARRANT  
STATE OF TEXAS

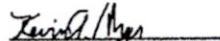


Tim O'Hare

Title: County Judge

Date: 12/9/24

LIFEGIFT ORGAN DONATION CENTER


  
Kevin Myer (Nov 9, 2024 09:39 CST)

Kevin Myer

Title: President and CEO

Date: 11/04/2024

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.

STATE OF TEXAS )

COUNTY OF TARRANT )

**TISSUE RECOVERY AND FACILITY USE AGREEMENT**

This Tissue Recovery and Facility Use Agreement shall become effective upon the date this contract is signed by both parties and is by and between The University of Texas Southwestern Medical Center at Dallas, an agency and public institution of higher education established under the laws of the State of Texas, on behalf of its Transplant Services Center (“Transplant Services Center”) and Tarrant County, Texas (“County”), a political subdivision of the State of Texas.

Whereas, Transplant Services Center is a tissue procurement organization as defined in the Texas Health and Safety Code which desires to obtain cadaver tissue from donors that are in the custody of the Tarrant County Medical Examiner’s Office pursuant to Texas Health and Safety Code Sections 693.002 & 693.006; and

Whereas, the County desires to allow access to cadavers in its custody to an experienced tissue procurement organization, so as to ensure security to its facility, integrity to its cases, and efficiency in the operation of its duties; and

Whereas, Transplant Services Center acknowledges that it is an agency and public institution of higher education established under the laws of the State of Texas; and

Whereas, Transplant Services Center further acknowledges that it has been registered with the United States Food and Drug Administration (FDA) for at least ten (10) years; and

Whereas, Transplant Services Center further acknowledges that is accredited by the American Association of Tissue Banks (AATB); and

Whereas, Transplant Services Center further acknowledges that is accredited by the Eye Bank Association of America (EBAA).

Therefore, the parties agree as follows:

1. Tissue Recovery. Transplant Services Center agrees to:
  - 1.1. Maintain registration with the FDA and maintain accreditation with AATB and EBAA for ocular and tissue recovery.
  - 1.2. Provide always available 24-hour a day/7-days a week/365 days-per-year Donor Coordinator services through a toll-free number.
  - 1.3. Be equipped, staffed, and fully prepared to handle all form(s) of tissue including, but not limited to corneas, sclera, skin, bone/soft tissue, and heart valves.

- 1.4. Provide necessary equipment, instrumentation, testing, and all supplies for the testing and procurement of tissues, and for reconstruction of the donor.
- 1.5. Provide qualified technicians and/or coordinators to travel and procure tissue, assume immediate responsibility for recovered tissue, obtain all necessary and relevant clinical information, and obtain the necessary and legally required consents pursuant to the Texas Health and Safety Code Sections 693.002 and 693.006 as currently promulgated or hereafter amended and provide a copy of such consent to the Medical Examiner's Office or documentation of oral consent that is electronically recorded pursuant to Texas Health and Safety Code Section 692A.010, prior to recovery. No recovery may be performed without appropriate consent first being obtained from the person authorized to make an anatomical gift of a decedent's body as determined by Texas Health and Safety Code Sections 692A.005 through 692A.010.
- 1.6. Obtain authorization from each donor's family and provide the same to the Medical Examiner pursuant to Texas Health and Safety Code Section 693.002 prior to any recovery. No recovery may be performed without authorization first being obtained from the legal next of kin unless otherwise permitted under law.
- 1.7. Perform all recoveries of tissue donors pursuant to this agreement exclusively in the Tarrant County Medical Examiner's Office morgue environment as appropriate and in accordance with federal and state law and industry standard regulatory and quality procedures.
- 1.8. Maintain the integrity of all cases without compromising the chain of custody, observe strict confidentiality rules, and demonstrate a high degree of professionalism at all times.
- 1.9. Clean and remove all debris that result from Transplant Services Center's use of the operating site after every procurement procedure performed by Transplant Services Center.
- 1.10. Transport or arrange transportation for all recovered tissue upon completion of donation from the procurement site.
- 1.11. Provide any and all necessary lab work in its own facilities or through its contracts with Clinical Laboratory Improvement Amendments (CLIA) accredited laboratories or hospitals.
- 1.12. Provide for any and all necessary lab work for determining the suitability of the donor's tissues for transplant.
- 1.13. In connection with recovery procedures under this agreement, maintain, at its own expense, the upkeep, repair and cleaning of the isolation morgue used for the recovery at the office of the Medical Examiner in accordance with Federal Food and Drug Administration (FDA), American Association of Tissue Banks (AATB), and the Eye Bank Association of America (EBAA) requirements for minimizing contamination.
- 1.14. Repair or replace the morgue isolation autopsy table to its full operational capabilities

at its expense, to the extent authorized by the Constitution and laws of the State of Texas, if necessary due to damage caused by Transplant Services Center or its employees.

- 1.15. Comply with all safety and other procedures of the Medical Examiner, OSHA, FDA, AATB, and EBAA and all applicable regulatory entities.
- 1.16. Accept financial responsibility, to the extent authorized by the Constitution and laws of the State of Texas, for any damage to the Medical Examiner's facility caused by Transplant Services Center.
- 1.17. Not allow anyone other than employees and duly authorized agents of Transplant Services Center, access to or participation in the recovery procedure.
- 1.18. Communicate with the Tarrant County Medical Examiner's Office in writing and by facsimile to (817) 920-5713, pursuant to section 9 of this agreement.
- 1.19. Provide bereavement services to the families of tissue donors.
- 1.20. Provide the Medical Examiner with a monthly report of donors to include the type of recovery, donor case number, donor name, date of recovery, and technicians used for each case.
- 1.21. Because Transplant Services Center is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Transplant Services Center (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code. Employees of The University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by V.A.C.S., Article 8309d. Transplant Services Center agrees to maintain in force during the term of this Agreement professional medical liability coverage for all Transplant Services Center physicians performing services under this Agreement pursuant to The University of Texas System Professional Medical Liability Benefit Plan.

2. Security Requirements and Reporting.

Transplant Services Center shall require that a daily log of all Transplant Services Center officers, employees, volunteers, agents, or invitees entering the Medical Examiner's Facility shall be kept twenty-four (24) hours per day. Said log shall be on a form acceptable to the Medical Examiner and shall contain names, purpose of visit, time in, and time out. Said log shall be kept at a location identified by the Medical Examiner where log information shall be recorded and all Transplant Services Center employees and agents shall check in and be passed into the facility.

Transplant Services Center employees and agents shall not be permitted into the Medical Examiner Facility when Medical Examiner Office personnel are not present. Neither shall Transplant Services Center permit anyone who is not a Transplant Services Center employee or agent, admission to the Medical Examiner's Facility.

Transplant Services Center shall not unlock doors for or admit peace officers or any other persons into the facility.

Transplant Services Center shall not permit its officers, agents, employees, volunteers access to the recovery area unless specifically requested by the technician performing a tissue recovery.

Transplant Services Center shall not permit its officers, agents, employees, or volunteers to be in the autopsy area during any procedures performed by Medical Examiner personnel.

3. No Solicitation.

Transplant Services Center shall not solicit, nor permit to be solicited, any person for tissue donation on Medical Examiner's Facility premises, unless specifically authorized on a case by case basis by the Medical Examiner. No blanket authorization shall be effective authorization. Each specific solicitation must be authorized.

4. Acknowledgements.

Transplant Services Center acknowledges the following:

- a) It is an agency and public institution of higher education established under the laws of the State of Texas able to operate in Tarrant County, Texas;
- b) It has been properly registered with the FDA for a minimum of ten (10) years;
- c) It provides for the recovery of tissue, including removal of bone and skin.

5. County Duties. The County agrees to:

Allow Transplant Services Center to utilize the facilities (and a tissue recovery room) of the Medical Examiner for the purpose of tissue recovery for transplantation, provided that such use does not conflict with the use of the facilities by the Medical Examiner; and permit Transplant Services Center reasonable access, as reasonably prescribed, scheduled and regulated by the Tarrant County Medical Examiner's Office, to use the facilities of the Medical Examiner's Office for the purpose of tissue recovery. No personnel, materials, supplies or equipment belonging to the County may be utilized by Transplant Services Center.

Provide public information in autopsy reports which are in the possession of the Medical Examiner on cases from whom Transplant Services Center recovers tissues and on whom the Medical Examiner performs an autopsy in the performance of its duties. The release of such information in autopsy reports to Transplant Services Center does not qualify as a public disclosure per Texas Code of Criminal Procedure Article 49.25 Section 11(c). Transplant Services Center agrees to maintain the confidentiality of any autopsy report received from the Medical Examiner and to not publicly distribute such reports. Any and all autopsies performed shall be performed at the sole discretion and determination of the Medical Examiner of Tarrant County.

Contact Transplant Services Center in a manner and according to a schedule to be determined by the Tarrant County Medical Examiner, on a timely basis to report any potential donors and provide helpful information.

6. Consideration.

Pursuant to Texas Code of Criminal Procedure Article 49.25 Section 13A, the Medical Examiner is authorized to recover reasonable fees per a schedule approved by the Tarrant County Commissioners Court. Transplant Services Center agrees to reimburse Medical Examiner for the approved fee amount for facility utilization as reflected in the approved fee schedule or any subsequently amended fee schedule.

7. Term and Termination.

This agreement shall be effective as of the effective date given above and shall continue for a period of one year, unless terminated earlier as provided in this agreement. This agreement may be renewed for additional one-year periods upon written agreement by both parties entered into prior to the expiration of the current term. The parties agree that this agreement may be terminated at any time by either party with or without cause with thirty (30) days written notice.

8. Indemnification.

To the extent authorized by the Constitution and laws of the State of Texas, Transplant Services Center shall indemnify and hold harmless the County and its directors, officers, employees, and agents from and against any and all losses, claims, cause of action, damages, or liabilities to which the Medical Examiner's Office and the County and/or its respective directors, officers, employees, subsidiaries, and agents may become subject to as a result of the intentional or negligent acts, omissions to act, fault, and/or negligence by Transplant Services Center and/or its directors, officers, employees, or agents. Transplant Services Center shall pay any and all judgments ordered by a court of competent jurisdiction and assessed against Tarrant County, its officers, agents or employees, arising out of such negligence, gross negligence, or intentional acts or omissions as described above.

9. Miscellaneous. The parties further agree:

a) **Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to this agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Transplant Services Center and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. The chief business officer of The University of Texas Southwestern Medical Center will examine County's claim and any counterclaim and negotiate with County in an effort to resolve the claims. The parties specifically agree (i) neither execution of this agreement by Transplant Services Center nor any other conduct, action or inaction of any representative of Transplant Services Center relating to this Agreement constitutes or is intended to constitute a waiver of Transplant Services Center's or the state's sovereign immunity to suit; and (ii) Transplant Services Center has not waived its right to seek redress in the courts.

b) **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND

CONDITIONS RELATING TO LIENS ON IT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

- c) **Public Information.** Transplant Services Center strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, Chapter 552, Texas Government Code. In accordance with §§552.002 and 2252.907, *Texas Government Code*, and at no additional charge to Transplant Services Center, County will make any information created or exchanged with Transplant Services Center pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by Transplant Services Center that is accessible by the public.
- d) That any notices under this agreement shall be deemed effective if sent by mail to:

The County: Tarrant County Medical Examiner  
200 Feliks Gwozdz Pl.  
Fort Worth, Texas 76104

Transplant Services Center: UT Southwestern Medical Center  
5323 Harry Hines Blvd.  
Dallas, TX 75390  
Attn: Legal Contract Services

*With a CC copy to: [Contracts@UTSouthwestern.edu](mailto:Contracts@UTSouthwestern.edu)*

- e) The County will not, under any circumstances, expend public funds in furtherance of this agreement. The County will only provide access to cadavers actually in the custody of the Medical Examiner's Office. The County will not take custody of a cadaver under its legal jurisdiction only for the purposes of tissue recovery. **THE COUNTY MAKES NO REPRESENTATIONS WITH REGARD TO THE SUITABILITY OF ANY POTENTIAL DONOR, THE QUALITY OF ANY TISSUE OR MATERIAL PRODUCED, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER TYPE OF WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER.** Transplant Services Center shall be solely responsible for any tissue or other material which it procures, and the County shall have no duty or obligation to Transplant Services or to any third party with regard to tissue or material procured or used.

10. Compliance With Laws

In providing the services required by this agreement, Transplant Services Center 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. Transplant Services Center shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. Venue; Governing Law

This agreement and all of the rights and obligations of the parties to this agreement and all of the terms and conditions of this agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

12. Entire Agreement

This agreement contains the entire agreement between the parties for ocular and tissue recovery and related facilities use and supersedes any and all other agreements, either oral or in writing, between the parties hereto relating to the services being provided hereunder. This agreement supersedes and terminates that certain Tissue Recovery and Facility Use Agreement effective as of January 4, 2022 between County and Transplant Services Center (UTSW Contract ID# FY2022-10927), as subsequently amended by that certain First Amendment to Tissue Recovery and Facilities Use Agreement executed as of January 10, 2023 (UTSW Contract ID FY2022-10927.1).

The undersigned certify that they are the legal representatives of the parties and are authorized by such to sign this agreement.

IN WITNESS WHEREOF, the parties affix their signatures and seals:

THE COUNTY OF TARRANT

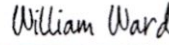
THE UNIVERSITY OF TEXAS SOUTHWESTERN  
MEDICAL CENTER



\_\_\_\_\_  
Tim O'Hare  
County Judge

Date: 12/9/24

DocuSigned by:



\_\_\_\_\_  
AET8186A475A41A...

Name: william ward

Title: Senior Manager, Legal Contract Services

Date: 10/15/2024

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.



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFQ No. F2024091 - Annual Contract for Tissue Bank Services - Medical Examiner's Office - Various Vendors - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*