



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145463

PAGE 1 OF 66

DATE: 7/1/2025

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING
RENEWALS WITH VARIOUS TARRANT COUNTY PUBLIC HEALTH
DEPARTMENT NORTH TEXAS REGIONAL LABORATORY CLIENTS
FOR THE PROVISION OF CLINICAL SPECIMEN TESTING**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Memorandum of Understanding (MOU) renewals between Tarrant County and the following Tarrant County Public Health Department (TCPH) North Texas Regional Laboratory (NTRL) clients to provide clinical specimen testing:

- City of Brownwood, Texas on behalf of Brown County Health Department
- City of Denton, Texas on behalf of Denton County Health Department
- City of Sweetwater, Texas on behalf of Nolan County Health Department
- City of Wichita Falls, Texas on behalf of Wichita Falls - Wichita County Public Health District
- Collins Family Planning Center, Fort Worth Texas
- County of Grayson, Texas on behalf of Grayson County Health Department
- Tarrant County Juvenile Services Center
- Health Education Learning Project (HELP). Fort Worth, Texas
- Midway Family Planning, Brownwood, Texas

BACKGROUND

Tarrant County Public Health (TCPH) receives grant funding from the Texas Department of State Health Services (DSHS). A portion of this funding is used to purchase reagents and other testing supplies for clinical testing conducted through the Public Health Follow-up (PHFU) grant. TCPH oversees the administration and operation of clinical testing services within the North Texas Regional area.

Since 2019, under Commissioners Court-approved MOUs, the TCPH NTRL has provided clinical specimen testing services to the clients listed above. This testing is supported by funds allocated by DSHS through the PHFU grant and the Texas Infertility Prevention Project (TIPP).

If renewed, TCPH will continue to provide clinical specimen testing through December 31, 2034.

The Criminal District Attorney's Office has reviewed the MOU's as to form

FISCAL IMPACT

All associated costs will be paid from grant allocations.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Gary Kesling

MEMORANDUM OF UNDERSTANDING

Between Midway Family Planning Services, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Midway Family Planning Services, Texas ("Facility") located at 1500 Terrace #35 Brownwood TX 76801 and the County of Tarrant, Texas ("County"), on behalf of Tarrant County Public Health North Texas Regional Laboratory ("TCPH") located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the "Facility" has not been given any allocations, "Facility" will be billed for testing.

3. **TERM.** This MOU begins on the date of signature by the signatory authority of the "County" and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.
4. **RESPONSIBILITIES.**
 - A. Tarrant County Public Health agrees to:
 1. Provide collection devices as required by test request.
 2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
 2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

_____ Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Midway Family Planning Services, Inc

Primary Contact Carole Parker

Address 1500 Terrace #35

City, State, Zip Brownwood, Texas 76801

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Midway Family Planning Services

Facility Name



Authorized Signature

Carole Parker

Printed name

Executive Director

Title



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

Debarment:

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

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

Carole Parker (Name)
Midway Family Planning Services, Inc (Company)
1500 Terrace #35 (Address)
Brownwood, Texas 76801 (Address)
003626269 (DUNS Number)

PHONE 325-646-8429 -- FAX 325-646-7729

EMAIL midwayfp@gmail.com

Carole Parker Signature 01/16/2025 Date

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

This Addendum relates to the following contract: MOU For NTRL Testing

[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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):

 X 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: Carole Parker

Carole Parker signature of Certifying Person

Carole Parker Printed Name of Certifying Person

Exec Director Title of Certifying Person

Midway Family Plc Name of Vendor Company/Organization

01/16/25 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:
2025-1258232

Date Filed:
01/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Midway Family Planning Services Inc
Brownwood, 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 Public Health Lab

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.
MOU
STI testing and supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parker, Carole	Brownwood, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Carole Parker, and my date of birth is 01-08-62.

My address is 2219 Belle Plain St, Brownwood, TX, 76801, US.
(street) (city) (state) (zip code) (country)

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

Executed in Brown County, State of Texas, on the 16 day of January, 2025.
(month) (year)

Carole Parker
Signature of authorized agent of contracting business entity
(Declarant)

MEMORANDUM OF UNDERSTANDING

Between Health Education Learning Project, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Health Education Learning Project, Texas (“Facility”) located at 1919 8th Avenue, Fort Worth Texas 76110 and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.
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 1. Provide collection devices as required by test request.
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 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
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 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
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- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

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LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. Form 1295. Check appropriate response

Governmental Entity:

_____ Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

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 X Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

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- L. Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Health Education Learning Project

Primary Contact DeeJay Johannessen

Address 1919 8th Avenue

City, State, Zip Fort Worth, Texas 76110

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Health Education Learning Project

Facility Name

DeeJay R Johannessen
Digitally signed by DeeJay R Johannessen
Date: 2025.01.06 11:29:09 -0800

Authorized Signature

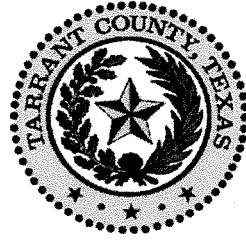
DeeJay R Johannessen

Printed name

CEO

Title

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever .



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

Debarment:

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

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

DeeJay R Johannessen _____ (Name)
Health Education Learning Project _____ (Company)
9119 8th Avenue _____ (Address)
Fort Worth, Texas 76110 _____ (Address)
962 4371 4 _____ (DUNS Number)

PHONE 817-332-7722 -- FAX 817-582-4977
EMAIL DeeJay@HE CenterTX.org _____

DeeJay R Johannessen Digitally signed by DeeJay R Johannessen
Date: 20250106 12:03:44 -0500 Signature 1/6/25 _____ Date

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

This Addendum relates to the following contract: MOU For NTRL Testing

[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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):

X 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: DeeJay R Johannessen

DeeJay R Johannessen Digitally signed by DeeJay R Johannessen
Date: 2025.01.06 12:05:00 -0600

Signature of Certifying Person

DeeJay R Johannessen Printed Name of Certifying Person

CEO Title of Certifying Person

Health Education Name of Vendor Company/Organization

1/6/25 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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Health Education Learning Project
 Fort Worth, TX United States

Certificate Number:
 2025-1253759

Date Filed:
 01/06/2025

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

Date Acknowledged:

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.
 MOU for NTRL Testing
 HIV/STI testing and laboratory services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Angle, John	Fort Worth, TX United States	X	
	McCarty, Taylor	Fort Worth, TX United States	X	
	Gage, Michael	Fort Worth, TX United States	X	
	Hardie, Memie	Fort Worth, TX United States	X	
	Montes, Mark	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MEMORANDUM OF UNDERSTANDING

Between Brownwood/ Brown County Health Department, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Brownwood/Brown County Health Department, Texas (“Facility”) located at 305 Booker St. Brownwood, Tx and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.

2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.

3. **TERM.** This MOU begins on the date of signature by the signatory authority of the “County” and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.

4. **RESPONSIBILITIES.**

A. Tarrant County Public Health agrees to:

1. Provide collection devices as required by test request.
2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.

B. Facility agrees to:

1. Provide collection tubes as required by requested test.
2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
3. Pay for shipping and handling of specimens to the facility as required.
4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

TO THE EXTENT ALLOWED BY TEXAS LAW, FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

_____ Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.

L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.

M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Brownwood/Brown County Health Department

Primary Contact Jennifer Williams

Address 305 Booker St.

City, State, Zip Brownwood, Tx 76801

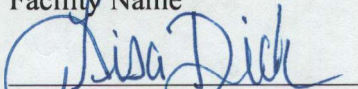
Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Brownwood/Brown County Health Dept.

Facility Name _____


Authorized Signature

Lisa Dick

Printed name

Health Director

Title



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

Debarment:

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

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

Lisa Dick (Name)
Brownwood/Brown County Health Department (Company)
300 Boulder St. (Address)
Brownwood, Tx 76801 (Address)
02034 1099 (DUNS Number)

PHONE 325-646-0554 -- FAX 325-643-3591

EMAIL lisad@brownwoodtexas.gov

Lisa Dick

Signature

2/17/2025

Date

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

This Addendum relates to the following contract: MOU For NTRL Testing
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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):

X 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: _____

Lisa Dick

Signature of Certifying Person

Lisa Dick

Printed Name of Certifying Person

Health Director

Title of Certifying Person

BBCHD

Name of Vendor Company/Organization

2/17/25

Date Certified

MEMORANDUM OF UNDERSTANDING

Between COLLINS FAMILY PLANNING CLINIC, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between COLLINS FAMILY PLANNING CLINIC, Texas (“Facility”) located at 1100 Bridgewood Drive 120, Fort Worth TX 76112 and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.
3. **TERM.** This MOU begins on the date of signature by the signatory authority of the “County” and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.
4. **RESPONSIBILITIES.**
 - A. Tarrant County Public Health agrees to:
 1. Provide collection devices as required by test request.
 2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
 2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

_____ Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Collins Family Planning Clinic
Primary Contact Janice Brown APRN, WHNP-BC
Address 1100 Bridgewood Drive 120,
City, State, Zip Fort Wrth TX 76112

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Collins Family Planning Clinic

Facility Name

Janice Brown

Digitally signed by Janice
Brown
Date: 2025.02.03 23:28:22
-06'00'

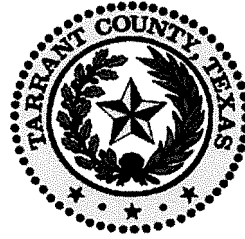
Authorized Signature

Janice Brown

Printed name

Executive Director

Title



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

Debarment:

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

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

Janice Brown _____ (Name)
Collins Family Planning Clinic _____ (Company)
1100 Bridgewood Dr 120 _____ (Address)
Fort Worth TX 76112 _____ (Address)
78890812 _____ (DUNS Number)

PHONE 81792288182 -- FAX 8666384872
EMAIL janicecollins@collinsclinic.org _____

Janice Brown _____ Digitally signed by Janice Brown Date: 2025.02.03 23:28:54 -06 00' Signature 02/02/2025 _____ Date

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

This Addendum relates to the following contract: MOU For NTRL Testing
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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.

X _____ 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: Janice Brown

Janice
Brown

Digitally signed by Janice
Brown
Date: 2025.02.03 23:29:47
-0800

Signature of Certifying Person

Janice Brown

Printed Name of Certifying Person

Executive Director

Title of Certifying Person

Collins Family Play

Name of Vendor Company/Organization

2/3/2025

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Collins Family Planning Clinic
 Fort Worth, TX United States

Certificate Number:
 2025-1264317

Date Filed:
 02/03/2025

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

Date Acknowledged:

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.
 MOU for NTRL testing
 STD screening test

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 _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MEMORANDUM OF UNDERSTANDING

Between Denton County Public Health, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Denton County Public Health, Texas (“Facility”) located at 535 S. Loop 288 Suite 1003 Denton, TX. 76205 and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.

2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.

3. **TERM.** This MOU begins on the date of signature by the signatory authority of the “County” and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.

4. **RESPONSIBILITIES.**

A. Tarrant County Public Health agrees to:

1. Provide collection devices as required by test request.
2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.

B. Facility agrees to:

1. Provide collection tubes as required by requested test.
2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
3. Pay for shipping and handling of specimens to the facility as required.
4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

 X Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

 Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Denton County Public Health
Primary Contact Marty Buchanan, MD, PhD
Address 535 S. Loop Suite 1003
City, State, Zip Denton, TX. 75056

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Denton County Public Health

Facility Name

Marty Buchanan Digitally signed by Marty Buchanan MD, PhD
Date: 2025.02.04 13:22:40 -0600
MD, PhD

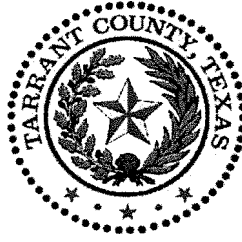
Authorized Signature

Marty Buchanan, MD, PhD

Printed name

Health Authority

Title



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

Debarment:

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

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

Marty Buchanan, MD PhD (Name)
Denton County Public Health Department (Company)
535 S. Iop 288 Suite 1003 (Address)
Denton, TX 76205 (Address)
074863127 (DUNS Number)

PHONE 940-349-2583 -- FAX _____
EMAIL Marty.Buchanan@dentoncounty.gov

Marty Buchanan MD, PhD Digitally signed by Marty Buchanan MD, PhD
Date: 2025.02.04 13:23:34 -06'00'

Signature 2/4/2025

Date

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

This Addendum relates to the following contract: MOU For NTRL Testing

[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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):

X 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: Marty Buchanan, MD, PhD

Marty Buchanan
MD, PhD

Digitally signed by Marty
Buchanan MD, PhD
Date: 2025.02.04 13:23:51
+0600

Signature of Certifying Person

Marty Buchanan, MD, PhD Printed Name of Certifying Person

Health Authority Title of Certifying Person

Denton County Public Health Name of Vendor Company/Organization

2/4/2025 Date Certified

MEMORANDUM OF UNDERSTANDING

Between Grayson County, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Grayson County, Texas ("Facility") located at 515 N. Walnut St, Sherman, TX 75090 and the County of Tarrant, Texas ("County"), on behalf of Tarrant County Public Health North Texas Regional Laboratory ("TCPH") located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the "Facility" has not been given any allocations, "Facility" will be billed for testing.
3. **TERM.** This MOU begins on the date of signature by the signatory authority of the "County" and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.
4. **RESPONSIBILITIES.**
 - A. Tarrant County Public Health agrees to:
 1. Provide collection devices as required by test request.
 2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
 2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

Entity acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Non-Governmental Entity:

Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.

L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.

M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Grayson County Health Department
Primary Contact Amanda Ortiz
Address 515 N. Walnut
City, State, Zip Sherman, TX 75090

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Grayson County Health Department
Facility Name

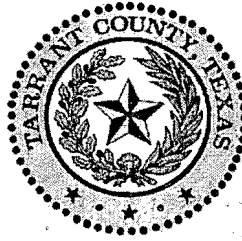
Amanda Ortiz
Authorized Signature

Amanda Ortiz
Printed name

Director
Title

APPROVED AS TO FORM:

William H. Swann
Grayson County Criminal District Attorney's Office



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

Debarment:

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

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

Amunda Ortiz (Name)
Grayson County Health Dept (Company)
515 N. Walnut (Address)
Sherman, TX. 75090 (Address)
FFK8S XN2TLK3 Sams UEID (DUNS Number)

PHONE 903-893-0131^{x1223} -- FAX 903-870-2023
EMAIL ortez@cco.grayson.tx.us

Amunda Ortiz Signature 2/04/2005 Date

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

This Addendum relates to the following contract: MOU For NTRL Testing

[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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

Amanda Ortiz Printed Name of Certifying Person

Director Title of Certifying Person

Crawson County Health Department Name of Vendor Company/Organization

2/7/2025 Date Certified

MEMORANDUM OF UNDERSTANDING

Between Sweetwater-Nolan County Health Dept., Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Sweetwater-Nolan County Health Dept., Texas ("Facility") located at 301 E. 12th St., Sweetwater, Tx. 79556 and the County of Tarrant, Texas ("County"), on behalf of Tarrant County Public Health North Texas Regional Laboratory ("TCPH") located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the "Facility" has not been given any allocations, "Facility" will be billed for testing.
3. **TERM.** This MOU begins on the date of signature by the signatory authority of the "County" and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.
4. **RESPONSIBILITIES.**
 - A. Tarrant County Public Health agrees to:
 1. Provide collection devices as required by test request.
 2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
 2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES,

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Sweetwater-Nolan County Health Dept.
Primary Contact Jamie Mena RN/Director
Address 301 E. 12th St.
City, State, Zip Sweetwater, Texas 79556

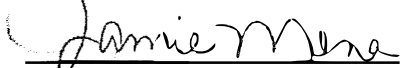
Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Sweetwater-Nolan County Health Dept.

Facility Name



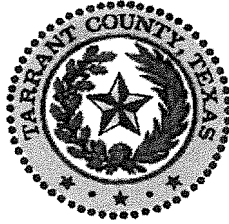
Authorized Signature

Jamie Mena

Printed name

RN/Director

Title



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

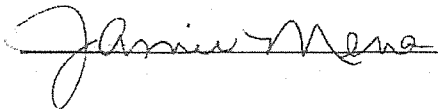
Debarment:

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

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

Jamie Mena RNDirector _____ (Name)
Sweetwater-Nolan County Health Dept. _____ (Company)
301 E. 12th St _____ (Address)
Sweetwater, Texas 79556 _____ (Address)
623055506 _____ (DUNS Number)

PHONE 325-236-5463 Ext.1003 -- FAX 325-236-6856
EMAIL jmena@nolancountyhealth.com

 Signature 01/14/2025 Date

LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

- I. **Form 1295.** Check appropriate response

Governmental Entity:

 X Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

 Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

This Addendum relates to the following contract: MOU For NTRL Testing

[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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.

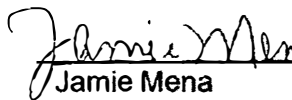
Vendor Hereby Certifies (Mark Applicable Certification):

XXXX

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: Jamie Mena RN/Director



Signature of Certifying Person

Jamie Mena

Printed Name of Certifying Person

RN/Director

Title of Certifying Person

Sweetwater-Nolan

Name of Vendor Company/Organization

01/14/2025

Date Certified

MEMORANDUM OF UNDERSTANDING

Between Tarrant County Juvenile Detention Center, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Tarrant County Juvenile Detention Center, Texas (“Facility”) located at 2701 Kimbo Road and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.
2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.
3. **TERM.** This MOU begins on the date of signature by the signatory authority of the “County” and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.
4. **RESPONSIBILITIES.**
 - A. Tarrant County Public Health agrees to:
 1. Provide collection devices as required by test request.
 2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
 3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.
 - B. Facility agrees to:
 1. Provide collection tubes as required by requested test.
 2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
 3. Pay for shipping and handling of specimens to the facility as required.
 4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- H. **Indemnification.**

FACILITY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICIALS 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 FACILITY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS MOU.

I. **Form 1295.** Check appropriate response

Governmental Entity:

 X Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

 Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- J. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- K. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- L. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- M. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

N. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Tarrant County Juvenile Detention Center

Primary Contact Lin Thurmond RN BSN

Address 2701 Kimbo Road

City, State, Zip Fort Worth, Texas 76111

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Tarrant County Juvenile Detention Center

Facility Name

Lin Thurmond RN BSN

Authorized Signature

N. LIN THURMOND RN BSN

Printed name

Medical Services Supervisor

Title



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

Debarment:

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

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

Lin Thurmond dRBSN _____ (Name)
Tarrant County Juvenile Detention Center _____ (Company)
2701 Kimbo Road _____ (Address)
Fort Worth, Texas 76107 _____ (Address)
_____ (DUNS Number)

PHONE 817 838-4610 -- FAX _____
EMAIL nlthurmond@tarrantcountyk.gov

Lin Thurmond dRBSN Signature 02/04/2025 Date

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

This Addendum relates to the following contract: MOU For NTRL Testing
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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):

 X 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: Lin Thurmond RN BSN

 Signature of Certifying Person
N. Lin Thurmond RN BSN Printed Name of Certifying Person

Medical Services Title of Certifying Person

Tarrant County JH Name of Vendor Company/Organization

02/04/2025 Date Certified

MEMORANDUM OF UNDERSTANDING

Between Wichita Falls- Wichita County Public Health District, Texas and Tarrant County
on behalf of
Tarrant County Public Health

1. **PARTIES.** This MOU is between Wichita Falls - Wichita Co PHD, Texas (“Facility”) located at 1700 Third Street, Wichita Falls, Texas 763012199 and the County of Tarrant, Texas (“County”), on behalf of Tarrant County Public Health North Texas Regional Laboratory (“TCPH”) located at 1101 South Main Street, Fort Worth, Texas, 76104. The County and the Facility agree to the following.

2. **BACKGROUND.** Tarrant County Public Health, pursuant to Chapter 121 of the Health and Safety Code Public Health is a Local Public Health Department. TCPH receives grant funding from the Department of State Health Services (DSHS). A portion of the grant funding is allocated toward purchasing reagents and other testing supplies for use in clinical testing through the Public Health Follow-up (PHFU) grant. TCPH is responsible for the administration and operation of such testing for the North Texas Regional area.

Funding for this MOU is dependent upon the award of this DSHS grant. When grant funding is depleted, unavailable, or if the “Facility” has not been given any allocations, “Facility” will be billed for testing.

3. **TERM.** This MOU begins on the date of signature by the signatory authority of the “County” and continues through December 31, 2034 unless terminated by either party. Notice of termination shall be given to the other party, in writing, at least sixty (60) days prior. Funding for this MOU is dependent on the award of the applicable DSHS grant.

4. **RESPONSIBILITIES.**

A. Tarrant County Public Health agrees to:

1. Provide collection devices as required by test request.
2. Provide reagents and necessary consumables to allow processing of specimens for requested testing, once submitted by Facility.
3. Perform testing and communicate result to the Facility via the LabOnline web portal, post, fax, or report pick-up, within 3-5 business days of receipt of specimens unless unforeseen procedural problems occur with testing reagents or instrumentation.

B. Facility agrees to:

1. Provide collection tubes as required by requested test.
2. Follow all appropriate specimen collection, processing, and submission instructions for proper performance of testing.
3. Pay for shipping and handling of specimens to the facility as required.
4. Pay, within 30 days of receipt of invoice, for billed testing, as follows:

- HIV screening and confirmation of positive results: \$10.00/submission.
- Syphilis screening and confirmation of positive results: \$10.00/submission.
- CT/GC combination testing: \$20.00/submission.

5. GENERAL PROVISIONS

- A. **Liability for Failures or Delays.** Facility agrees that County is not liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance.
- B. **Warranty Disclaimer.** County makes no representations or warranties of any kind with respect to services made available to Facility, including but not limited to the warranties of fitness for a particular purpose or merchantability. County assumes no responsibility with respect to any use of any of the services made available by County. Facility agrees County shall not be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data arising out of the subject matter of this MOU.
- C. **Assignment.** Facility agrees that this MOU shall not be assigned or transferred and that any attempt on its part to assign or transfer this MOU or any of its rights or obligations under this MOU is null and void.
- D. **Governing Law and Venue.** This MOU shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this MOU 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.
- E. **Entire MOU.** This MOU, including all attachments, constitutes the entire MOU of the parties.
- F. **Nonwaiver of Rights.** Facility and County agree that no failure or delay to exercise any right, power, or privilege on the part of either party will operate as a waiver of any right, power, or privilege under this MOU. Facility and County also agree that no single or partial exercise of any right under this MOU will preclude further exercise of the right.
- G. **Severability.** If any court determines that any provision in this MOU is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

H. **Form 1295.** Check appropriate response

Governmental Entity:

 X Entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

Non-Governmental Entity:

 Entity acknowledges and agrees that it fully, accurately, and completely disclosed all interested parties in Form 1295, and has Acknowledged the completeness of this disclosure by filing the Form 1295, certifies to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

- I. **Entirety of Understanding.** This MOU constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written MOU or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- J. **Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- K. **Independent Contractor.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Facility shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of County. Likewise, County shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Facility. Neither County nor Facility shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, officials or officers of the other.
- L. **Modification and Amendment.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

M. **Notices.** Notices required or provided for under this MOU may be given by County to Facility in writing at the following address:

Name Wichita Falls - Wichita County Public Health District

Primary Contact Amy Fagan, Director of Health

Address 1700 Third Street

City, State, Zip Wichita Falls, Texas 76301

Notices required or provided for under this MOU may be given by Facility to County in writing at the following address:

Tarrant County Public Health- North Texas Regional Lab
1101 South Main Street
Fort Worth, Texas 76104

FACILITY

Wichita Falls - Wichita County Public Health District

Facility Name _____

Amy Fagan Digitally signed by Amy Fagan
Date: 2025.01.31 09:12:05
+06'00'

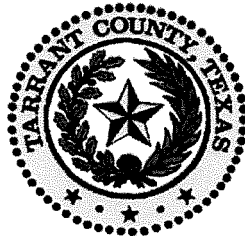
Authorized Signature _____

Amy Fagan

Printed name _____

Director of Health

Title _____



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

Debarment:

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

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

Amy Fagan (Name)
Wichita Falls - Wichita County Public Health District (Company)
1700 Third Street (Address)
Wichita Falls, Texas 76301 (Address)
059463133 (DUNS Number)

PHONE 940-761-7805 -- FAX 940-767-5242
EMAIL amy.fagan@wichitafalstx.gov

Amy Fagan

Digitally signed by Amy Fagan
Date: 2025. 01. 08 11:33:55 -0600

Signature 01/31/25

Date

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

This Addendum relates to the following contract: MOU For NTRL Testing
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Chapter 2276 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 Chapter 2274 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.

X _____ 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: _____

Digitally signed by
Amy Fagan
Date: 2025.01.31
09:12:55 -06'00'
Amy Fagan Signature of Certifying Person
Amy Fagan Printed Name of Certifying Person
Director of Health Title of Certifying Person
City of Wichita Falls Name of Vendor Company/Organization
01/31/25 Date Certified

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever..."

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
~~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.