

The State of Texas §
§
County of Tarrant §

SUBRECIPIENT CONTRACT

This Subrecipient Contract is made and entered into by and between Tarrant County, Texas ("COUNTY"), on behalf of Tarrant County Public Health ("TCPH"), and Healthy Tarrant County Coalition ("SUBRECIPIENT").

1. BACKGROUND

Tarrant County, Texas has received a grant (the "Grant"), award number 1 NH75OT000054-01-00, from the Department of Health and Human Services Center for Disease Control and Prevention (CDC), "National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities." This grant provides funding to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) in racial and ethnic minority groups and rural populations within state, local, US territorial, and freely associated state health jurisdictions.

Overview

Coronavirus disease 2019 (COVID-19) has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection, and might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19.

To reach populations at higher risk, underserved, and disproportionately affected, including racial and ethnic minority groups and people living in rural communities, it is critical for funded recipients and key partners to implement a coordinated and holistic approach that builds on culturally, linguistically, and locally tailored strategies and best practices to reduce COVID-19 risk. In addition, a coordinated and holistic approach is essential to building and sustaining trust, ensuring equitable access to COVID-19 related services, and advancing health equity to address COVID-19 related health disparities among populations at higher risk, underserved, and disproportionately affected.

The CDC, with the approval of the Commissioners Court of Tarrant County, has designated the Tarrant County Public Health Department to manage the distribution of the Grant proceeds. This Subrecipient Contract provides guidance to Subrecipients regarding the delivery of services performed to further the purpose of the grant.

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

The intended outcomes for this grant are:

1. Reduced COVID-19-related health disparities.
2. Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.
3. Improved state, local, US territorial, and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

Funding Restrictions

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to TCPH.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, including the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition. and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Coronavirus Disease 2019 (COVID-19) Funds:
 - A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or H.R. 133 - Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021, agrees, as applicable to the award, to:

- 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19.
- 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
- 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
- In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reportingguidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected and evaluations conducted with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccines without discriminating on non-public-health grounds within a prioritized group.

Administrative and National Policy Requirements

The following Administrative Requirements (AR) apply to this award:

- *AR-7: Executive Order 12372 Review*
- *AR-8: Public Health System Reporting Requirements*
- *AR-9: Paperwork Reduction Act Requirements*
- *AR-10: Smoke-Free Workplace Requirements*
- *AR-11: Healthy People 2030*
- *AR-12: Lobbying Restrictions*
- *AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities*
- *AR-15: Proof of Non-profit Status*
- *AR-23: Compliance with 45 CFR Part 87*
- *AR-14: Accounting System Requirements*
- *AR-16: Security Clearance Requirement*
- *AR-21: Small, Minority, And Women-owned Business*
- *AR-24: Health Insurance Portability and Accountability Act Requirements*
- *AR-25: Data Management and Access*
- *AR-26: National Historic Preservation Act of 1966*
- *AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving", October 1, 2009*
- *AR-30: Information Letter 10-006, - Compliance with Section 508 of the Rehabilitation Act of 1973*

- *AR-32: Enacted General Provisions*
- *AR-34: Language Access for Persons with Limited English Proficiency*
- *AR-37: Prohibition on certain telecommunications and video surveillance services or equipment for all awards issued on or after August 13, 2020*

Recipients are also expected to adhere to administrative requirements relating to nondiscrimination contained in Standard Form 424B (Rev. 7-97): Assurances - Non-Construction Programs, prescribed by OMB Circular A-102.

The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: <https://www.ecfr.gov/cgi-bin/textidx?node=pt45.1.75>

2. REIMBURSEMENT, WORKPLAN

SUBRECIPIENT shall be awarded \$37,500.00 in funds for use as outlined and agreed upon in Attachment A: Subrecipients Workplan Scope of Work. Subrecipient shall complete the work within the Contract term and provide all services outlined within the Workplan as well as the Evaluation and Performance Measurement Plan to be established with TCPH.

Subrecipient shall utilize these funds in accordance with the *Consolidated Appropriations Act, 2021* (P.L. 116-260), which contained the *Coronavirus Response and Relief Supplemental Appropriations Act, 2021* (P.L. 116-260, Section 2, Division M) which provided, in part, funding for strategies to improve testing capabilities and other COVID-19 response activities in populations that are at high-risk and underserved, including racial and ethnic minority groups and people living in rural communities. Strategies also include those to develop or identify best practices for states and public health officials to use for contact tracing. Subrecipient shall adhere to the Evaluation and Performance Measurement plan as outlined by the CDC in CDC-RFA-OT-21-2103. This includes, at minimum:

Performance measures and targets

- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards Achieving Notice of Funding Opportunity goals (e.g., reaching target populations or achieving expected outcomes).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Subrecipient shall participate in conference calls, webinars, etc. as needed.

3. TERM

The term of this Contract begins on the date of the last signature through May 31, 2024.

4. AMENDMENTS

This Contract may not be amended without written bilateral agreement. However, Subrecipient may move up to 10% of allocated funds within any budget category without written approval of County, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Attachment A. In order to move any amount over and above a cumulative total of 10% of allocated funds within any budget category, Subrecipient will request the reallocation in writing to County.

Subrecipient shall be subject to decrease of funds if funding is not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is 12.5% per quarter.

5. SEVERABILITY

If a court finds any provision of this Contract illegal or invalid, that finding will not affect the balance of the Contract, and the court will delete the illegal or invalid provision, with all other provisions of the Contract to remain in full force and effect.

6. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

- a. Subrecipient assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations.
- b. Subrecipient assures that this Contract will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from TCPH. Any attempt to transfer, or otherwise assign, will be void and will confer no rights upon any third person or entity.
- c. Subrecipient assures and represents that its receipt of funding under this Contract will not be used to supplant private, state, local, or other federal funds received by the Subrecipient.
- d. Subcontractors may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the COUNTY's contract.
- e. For all service categories: if a contract cannot be established directly with a provider or there are other extenuating circumstances, TCPH may request a waiver so that a provider may subcontract for limited services with another provider. An annual waiver request must be submitted and approved by Department of State Health Services (DSHS) prior to establishing subcontracts. The waiver must describe why TCPH cannot directly contract with the provider and the business need for a provider to establish a subcontract. The waiver must include the proposed contract between the provider and another provider. Request for

waiver must be submitted no later than 30 days prior the beginning of the contract year. DSHS will respond to waiver requests within 10 business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.

- f. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.
- g. Subrecipient will complete and sign Attachment B in compliance with the Federal Executive Order 12549 "Debarment and Suspension."

FAILURE TO COMPLY WITH ANY OF THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 HEREIN AS WELL AS ANY OTHER TERM AND CONDITION OF THIS CONTRACT MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE WITHHOLDING OF FUTURE AWARDS. SUBRECIPIENT UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT SUBRECIPIENT'S PERFORMANCE OF THIS CONTRACT, INCLUDING SUBRECIPIENT'S COMPLIANCE WITH THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 OF THIS CONTRACT.

7. STANDARDS FOR FINANCIAL MANAGEMENT

- a. In accordance with 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.
- b. A separate cost center will be maintained within the general ledger for each Contract. Multiple cost centers may be used, provided the total cost in each of the cost centers equals and supports the reimbursement amount and the total cost reported to Tarrant County. A cost center is defined as a unique series of general ledger accounts established for the purpose of accumulating and categorizing expenses related to a specific cost objective. Each cost center will have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly reimbursement requests.
- c. Subrecipient shall maintain an effective accounting system, which will:
 - i. Identify and record valid transactions
 - ii. Record transactions to the proper accounting period in which transactions occurred
 - iii. Describe transactions in sufficient detail to permit proper classification

- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Contract requirements
- v. Adequately identify the source and application of funds of each Grant Contract
- vi. Generate current and accurate financial reports in accordance with Contract requirements
- d. Subrecipient will provide agency cost allocation plan to TCPH no later than 60 days from contract execution.

8. ALLOWABLE COST

Tarrant County will reimburse the allowable costs incurred performing the project that are sufficiently documented. Subrecipient must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. Tarrant County will determine whether costs submitted by Subrecipient are allowable and eligible for reimbursement. If Tarrant County has paid funds to Subrecipient for unallowable or ineligible costs, Tarrant County will notify Subrecipient in writing, and Subrecipient shall return the funds to Tarrant County within 30 calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due date(s). Tarrant County may take repayment (recoup) from funds available under this Contract in the form of a reduction of reimbursement to fulfill Subrecipient's repayment obligations.

The Consolidated Appropriations Act, 2021 (Public Law 116-260), restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. The Executive Level II salary level is \$199,300.

According to P.L. 116-260, Sec. 202: "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

9. REPORTS, INSPECTIONS, AND QM PLANS

- a. Subrecipient will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format. Monthly reimbursement requests are due no later than the 15th day of the following calendar month. If the reporting due date falls on a weekend or holiday, the deadline is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.
- b. In order to protect and retain client data, Subrecipient will incorporate appropriate procedures, including the systematic creation and maintenance of end-user passwords and other security measures.

- c. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.
- d. When state or federal funds are involved, any authorized representatives of the local, state or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Subrecipient will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.
- e. County payment to Subrecipient does not stop the County from determining that certain costs were ineligible for reimbursement or that Program Income was not spent in accordance with this Contract. If the County later determines that a cost the County has paid for is ineligible for reimbursement, the Subrecipient will refund the ineligible amount to the County. Additionally, the County may withhold payment to the Subrecipient in order to:
 - 1. Recoup reimbursement for ineligible expenditures;
 - 2. Recoup ineligible use of Program Income; and
 - 3. Assure Subrecipient compliance with County's reporting requirements, program objectives, or other requirements relating to the Subrecipient's performance under this Contract.

The County reserves the right to redistribute and reallocate funds when necessary.

- f. An audit must be completed if required by 2 CFR Part 200.500-520 and or 45 CFR Part 75.501-520. If the guidance does not require a single audit, the Subrecipient will notify the County in writing.

10. **PARTICIPANT RECORDS**

- a. Subrecipient grants County, HHS, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Subrecipient pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. This right includes access to records of for-profit enterprises owned by the Subrecipient and collocated with the non-profit in the same building.

- b. County retains the right of access to Subrecipient's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise.
- c. Subrecipient will have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport and accessibility of client records.
- d. These documents will be maintained and retained by the Subrecipient in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Subrecipient will retain the records and documents in accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

11. EQUIPMENT AND SUPPLIES

- a. Subrecipient will purchase and maintain any equipment and supplies procured under this Contract in conformity with applicable federal and state laws, regulations, and rules affecting the purchase of these items with Grant funds.
- b. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more. Any purchase of equipment must be consistent with the Uniform Guidance at 45 CFR Part 75, Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Consistent with 45 CFR 75.320, any equipment acquired using grant funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment must also be in compliance with relevant laws and regulations. Subrecipient must receive prior approval for all equipment purchases.
- c. The Subrecipient will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Subrecipient will insure all equipment at its replacement value against any loss, destruction or damage. In the event the Subrecipient is indemnified, insured, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment provided under this Contract, it will use the proceeds solely for the repair or replacement of this equipment.
- d. Subrecipient will attach a detailed, cumulative listing of equipment inventory to Subrecipient's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Subrecipient will attach a statement to that effect. Subrecipient's final billing for each Grant will not be accepted if this inventory or statement is not attached. Additionally, failure to include the inventory listing or statement may result in an audit finding on Subrecipient's monitoring review and/or delay of reimbursement. Audit findings may cause termination of Contract for cause or suspension of payment of funds.

- e. The Subrecipient will execute any necessary documents to transfer title of any equipment purchased with funds from this Contract to either the County, or any other party designated by the County; provided, however, that the County may at its option and to the extent allowed by law, transfer title of such property to the Subrecipient.
- f. For the purposes of the contract, Subrecipient may not use funds to make payments to intended recipients of service; to purchase a building or facility; or to improve a building or other facility.

12. REPORTING REQUIREMENTS

Subrecipient shall ensure reporting is completed in accordance with the following schedule:

Report Type	When?
Monthly request for reimbursement	Due by the 15 th day following the month end
Final request for reimbursement	Due 45 days from the end of contract term
Progress Reporting	Quarterly progress reports are due 15 days into the award and at the end of each fiscal quarter thereafter through the period of performance.
Final Performance	Due 60 days after end of period of performance

All reports must be sent electronically to Dr. J'Vonnah Maryman:
CovidDisparities@tarrantcountytx.gov

13. TERMS AND CONDITIONS OF PAYMENT

- a. Tarrant County agrees to pay Subrecipient for reimbursable costs under the Grant only to the extent that Grant funds are available. Tarrant County will pay in accordance with the approved budget for each funded category listed in Attachment A.
- b. Tarrant County may provide advance payment of a portion of the award amount as start-up funding in according to Tarrant County Public Health Policy.
- c. Tarrant County approves and pays reimbursement requests within 30 days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. It is the responsibility of the Subrecipient to submit a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Subrecipient will submit complete monthly reimbursement requests within 15 days following the end of each month. If the 15th falls on a weekend or holiday, the deadline for the reimbursement request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday. A final close-out bill may be submitted no later than 45 days following the end of the contract term. Reimbursement requests and signature pages shall be submitted to the Tarrant County Public Health Department. To be considered a complete request, the following must be included:

- Cover page signed by the Subrecipient's authorized signatory.
- Supporting documentation

The reimbursement request must contain supporting documentation including service utilization reports. The following must be included to substantiate a reimbursement request:

- Request for Reimbursement form
- General Ledger (monthly, generated from Subrecipient's accounting system); or other supporting documentation acceptable to the Subrecipient
- Timesheets or Payroll Report (monthly, generated from Subrecipient's payroll system)- if budget included personnel
- Progress Reports to include performance and evaluation measures

Reimbursement requests will be reviewed to assure compliance with approved budget, federal cost principles, and contract goals.

- a. Subrecipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of any county, state, or federal entity providing the funds to conduct an audit or investigation in connection with those funds. Entities with the authority to conduct an audit or investigation include, but are not limited to, the Tarrant County Auditor's Office (TCAO), the Texas State Auditor's Office (SAO), or any successor agency to these entities. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the TCAO or SAO must provide the TCAO or SAO with access to any information the TCAO or SAO considers relevant to the investigation or audit. Subrecipient agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested.
- b. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Subrecipient shall e-mail a copy to GrantNotification@tarrantcountytx.gov

14. TERMINATION

- a. Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least 30 days prior to the intended date of termination. Termination under these circumstances does not nullify a reimbursable cost incurred for performance prior to the date of termination.
- b. This Contract may be terminated by the County in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either party, impossible. If the parties cannot amend the Contract to continue the services required by this Contract, then, upon written notification by the County to Subrecipient, the parties will be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the accrued costs prior to the date of termination.

15. PERSONNEL

- a. All personnel funded by this Contract must be employees of Subrecipient, which is solely responsible for the employees' direction and control.

16. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent Subrecipient under the terms of this Contract and is not an officer, agent, servant or employee of the County.

17. ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other person not a party to this Contract. This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court; or Tarrant County, Texas if the matter arises in State Court.

18. CONTRACT COMPLIANCE

County may withhold funds or terminate this Contract upon 30 calendar days written notice to the Subrecipient for non-compliance with Contract terms. Non-compliance occurs when a discrepancy is found between the actual delivery of services and what the Contract requires, including the Contract's administrative requirements.

19. 1295 COMPLIANCE

Subrecipient acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, which shall then be included here as Attachment D, with the Texas Ethics Commission as required by law. The electronic 1295 form can be accessed

at the following: <https://www.ethics.state.tx.us/filinginfo/1295>.

20. PROHIBITION ON BOYCOTT OF ISRAEL

Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

21. MISCELLANEOUS PROVISIONS

a. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

b. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the County or the subrecipient.

c. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the County.

d. Proper Authority

Each Party hereto represents and certifies that the person executing this Contract on its behalf has full power and authority to enter this Contract. Any services or work performed by Subrecipient before this Contract is effective or after it ceases to be effective are performed at the sole risk of Subrecipient with respect to compensation.

22. INCORPORATION

In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Healthy Tarrant County Coalition

CDC hereby incorporates NOFO number CDC-RFA-OT21-2103, entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, and application dated May 1, 2021, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

23. CONFIDENTIALITY

Subrecipient will maintain a system to protect contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by the subrecipient will be in accordance with applicable law.

24. PILOT PROGRAM FOR ENHANCEMENT OF EMPLOYEE WHISTLEBLOWER PROTECTIONS

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject the term and conditions that applies to the 48 Code of Federal Regulations (CFR) section 3.908 to the award and requires that recipients inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

26. CONTRACT ATTACHMENTS

1. Attachment A: Subrecipients Workplan Scope of Work
2. Attachment B: Subrecipients Budget
3. Attachment C: Debarment and Suspension Certification
4. Attachment D: 1295 and Vendor Certification
5. Attachment E: Federal Award Identification Checklist
6. Attachment F: Vendor Certification Addendum to Tarrant County Contracts

27. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Address: Tarrant County Public Health
1101 S. Main Street
Fort Worth, TX 76104
Attn: Dr. J'Vonnah Maryman

SUBRECIPIENT:

Healthy Tarrant County Coalition
Linda Fulmer, Executive Director
PO Box 8040,
Fort Worth, TX 76124
Healthy Tarrant County Coalition

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

SIGNED AND EXECUTED this 9 day of October, 2023.

Subrecipient Name

By: Linda Fulmer
Ms. Linda Fulmer

Title: Executive Director, Healthy Tarrant County Coalition

Date: Oct 9, 2023

COUNTY OF TARRANT

STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Collier Wesley
Criminal District Attorney's Office

CERTIFICATION OF
AVAILABLE FUNDS:

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Healthy Tarrant County Collaboration

Healthy Tarrant County Coalition CDC COVID-19 Disparities Scope of Work

Strategy Description	Strategy 3: Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.
NOFO Outcome(s) Addressed	<ol style="list-style-type: none"> 1. Increased community and cross-sectoral partnerships. 2. Reduced COVID-19-related health disparities. 3. Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.
Other Outcome(s) (as identified by applicant)	
Data Source(s) Used to Identify Population(s) of Focus	For this strategy, we will focus on the population of the Stop Six neighborhood in Fort Worth. A subset of this population is the residents of the former Cavile Place housing project. The neighborhood is currently being transformed through the Stop Six Choice Neighborhood 6-year HUD grant which will result in construction of six multi-income, mixed use housing developments, along with a large multipurpose community center. The Cavile Place residents will have an opportunity to return to the community as new housing becomes available.
Estimated Amount of Funding Allocated to Strategy Dollar Amount	\$37,500 Estimated Amount of Strategy Funding Allocated for Rural Activities: \$0.00
Rural Carve Out	Not applicable
Technical Assistance Needs	None
Activity 1 Title	Stop Six COVID-19 Health Equity Community Corps

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Activity Focus	Community capacity/engagement Culturally appropriate messaging Addressing mistrust or hesitancy	
Other Activity Focus		
Populations of Focus	People experiencing poverty	
Describe the Rural Population Served	Not applicable	
Racial and Ethnic Population(s) of Focus	Black or African American Hispanic, Latino or Latinx	
Describe the Racial and Ethnic Population(s) (if applicable)	Stop Six has a population of 17,947. The neighborhood has a poverty rate of 40.4%, unemployment rate of 21.6%, graduation rate of 51.5%, and 95.6% of the children receive subsidized meals (City of Fort Worth, Stop Six Neighborhood Improvement Strategy – Welcome to the City of Fort Worth (fortworthtexas.gov))	
Other Population(s) of Focus		Other - please specify: Low income
Describe the Rural Community Served	Not applicable	
Other Population	Among the low-income population in the Stop Six neighborhood there are people who fit within some of the other populations of focus listed above, but the aim here is not to focus specifically on each demographic group	
What will be our impact? How many people will we touch?	3000	
Estimated Reach of Population(s) of Focus		
Where will we focus our efforts geographically?	Urban	

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Geographic Area	Other various community settings		
Where will we engage our population of focus? Setting			
Activity Description	Contributing Partners Who needs to be at the table to do this work?	Partner Type (select one - see list below)	Other Partner Type (if applicable)
Stop Six is a historic neighborhood in southeast Fort Worth that was settled in the late 1800s. After years of disinvestment and neglect, researchers and nonprofit organizations began trying to change the dynamic in Stop Six through various grant funded initiatives aimed at addressing conditions such as, child abuse and neglect, chronic diseases, mental health, and more. Many of these focused on changing individual knowledge and skills or community education, leaving the burden of change on individuals, families, and the neighborhood.	Local grassroots leaders	Individual community members	
	Healthy Tarrant County Collaboration	Community-based and civic organizations	
	Urban Strategies	Business, corporation, or industry	
	Historic Stop Six Initiative	Schools / School district	
	Commissioner Roy Charles Brooks	Local government agencies and community leaders	
	Council Member Gyna Bivens	Local government agencies and community leaders	
Unfortunately, too few, if any, of these efforts did anything to change the dynamics of the neighborhood causing it to be difficult for residents to truly sustain the changes they had learned about. That is now changing and changing in a big way through three PSE (policies, systems, environment) initiatives.	Additional contributing partners to be recruited on advice of those listed above.		
Stop Six was the first neighborhood to receive the City of Fort Worth's <i>Neighborhood Improvement Strategy</i> funding. With an unemployment rate two-and-a-half times the city average, 78 percent of the population categorized as low-to-moderate income, and a crime rate where 65 per 1,000 people are victims of crime, the			

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<p>area needed an aggressive effort to improve neighborhood vitality.</p> <p>In 2017, the City of Fort Worth allocated \$2.65 million to focus on reducing the number of felony incidents, enhancing pedestrian safety, improving residents' perception of their neighborhood, and leverage additional public and private investment..</p> <p>This initiative was highly successful and helped pave the way for Cavile Place redevelopment through the Stop Six Choice Neighborhood HUD grant awarded in 2019. The project will develop six mixed-income multi-use housing developments across the Stop Six neighborhood phased in over 8 years. The project will also build a new neighborhood hub that will house an expanded Envision Center, YMCA, Head Start Center, public library, family case management, and a host of other programs to support residents' needs.</p> <p>In addition, the Fort Worth Independent School District's Historic Stop Six Initiative, works to provide a stronger educational foundation for toddlers and to build stronger families.</p> <p>Community leaders believe that these initiatives provide a true opportunity for restoration of this historic community in terms of housing, employment, and educational outcomes.</p> <p>Despite these promising initiatives, this part of Fort Worth has been hit hard by COVID-19, and seriously lags in vaccinations. Stop Six is in the 76105-zip code and has the majority of the population of the zip code. Per</p>			
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<p>Tarrant County Public Health's COVID-19 Vaccination Statistics, as of 12 May 2021 just 8.42% of the population had received at least one dose of the vaccine.</p>	<p>We are not aware of any other organizations working on this same set of activities.</p>	<p>This activity centers on utilizing a corps of 12 Stop Six residents who are able to influence the opinions, knowledge, and actions of their neighbors and friends. We would like to work with them to help each one:</p> <ol style="list-style-type: none"> 1. Become well trained on factual information about COVID-19 and other public health matters related to health disparities. 2. Work with them to design the messages in a manner that they believe will resonate with the people they are able to influence. 3. Support their deployment across the neighborhood throughout the project period. 4. Develop skills that will be helpful for them to pursue becoming Certified Health Workers (CHW). 	<p>Deliverable:</p> <p>A team of 12 Stop Six residents trusted by different Stop Six constituencies capable of delivering COVID-19 information to the community that will be believed. This corps will also be primed to deliver trusted information on any other public health issues related to health disparities that emerge during the project period.</p> <p>Process Measures:</p> <ol style="list-style-type: none"> 1. Meeting with a number of Stop Six stake holders, including residents and organizations working in the

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<p>neighborhood, to identify 12 grassroots leaders who are trusted by the various constituencies across Stop Six, and who would be willing to serve as a conduit of trusted factual public health information to their constituencies.</p> <p>2. Ongoing training for a team of people trusted by the residents of Stop Six to deliver information about COVID-19, vaccines, and other future health emergencies. These individuals will be paid for their work on behalf of their community as a way of assisting with their own financial recovery from the pandemic.</p> <p>Outcome Measures: Identification of best methods for providing COVID-19 and other public health information to Stop Six residents that results in the following actions:</p> <ol style="list-style-type: none"> Register for and receive vaccinations at a much faster rate. Obtain testing when symptoms occur. Provide information regarding access to healthcare and community resources. 			
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Partner Type:

- Academic institutions (e.g., minority-serving institutions—historically Black colleges and universities, American Indian Higher Education Consortium, tribal colleges and universities, Asian American and Pacific Islander-serving institutions)
- Asian American and Pacific Islander-Serving Institution
- Business, corporations, or industry
- Community-based and civic organizations (e.g., fraternities, sororities, foundations, nonprofit with 501[c](3) status)
- Correctional facilities and institutions

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- Faith-based organizations
- Governmental organizations focused on non-health services
- Healthcare providers
- Health-related organizations (e.g., pharmacies, testing centers, community health centers)
- Local governmental agencies and community leaders
- Nongovernmental organizations
- Rural health clinics and critical access hospitals
- Schools/school district
- Social services providers
- State offices of rural health (SORH) or equivalent
- Tribes, tribal organizations
- Other—please specify

Name of Organization / Contractor / Consultant	Type of Organization / Contractor / Consultant	Amount of Funding	New contract?	Contract Start Date	Contract End Date
Influencer 1	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 2	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 3	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 4	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 5	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 6	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 7	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 8	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 9	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 10	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 11	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024
Influencer 12	Individual community members	\$3,000	Yes	9-1-2023	1/31/2024

Key Deliverables / Outputs	Activity Start Date	Activity End Date
Identifying and recruiting a group of 12 Stop Six influencers, as measured by the # of influencers who commit to the project and sign an MOU.	9-1-2023	1/31/2024

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Provide ongoing training to community influencers on COVID-19, and any other emerging public health concerns related to health disparities. Measures include # of trainings attended, and # of influencers who demonstrate understanding of the information provided.	9-1-2023	1/31/2024
Community influencers communicating information about COVID-19 and any other emerging public health concerns to residents of Stop Six. Measures include # of influencers under commitment each month, and # of people they communicate with monthly.	9-1-2023	1/31/2024

HTCC Budget Itemization and Narrative

I. Categorical Budget Summary

Overall Category	Total Project Cost
<i>Personnel</i>	\$0
<i>Fringe</i>	\$0
<i>Equipment</i>	\$0
<i>Supplies</i>	\$100
<i>Travel</i>	\$0
<i>Other</i>	\$37,500
<i>Consultant</i>	\$0
Total	\$37,600

II. Salaries and Wages

Position Title and Name	Annual Salary	Time	Months	Amount Requested
N/A				
Total Personnel				

III. Fringe Benefits

Fringe Benefit	Percentage of Salary	Amount Requested
Retirement	0%	\$
FICA	7.65%	\$ 0

REV: 7523

Insurance	10%	\$ 0
Workers Compensation	N/A	-
Total Fringe		\$0

Justification: We are not requesting funds for salary and fringe.

IV. Equipment

Item Requested	Number Needed	Unit Cost	Amount Requested
N/A			
Total Equipment			

Justification: We do not anticipate purchasing any equipment for this project.

V. Supplies

Item Requested	Type	Number Needed	Unit Cost	Amount Requested
General Office Supplies	Pens, paper; printer ink	Varies	Varies	\$100.00
Total Supplies				\$100.00

Justification: Pens, paper, pencils, ink cartridges, etc. as needed for community meetings, project reporting, mailing checks, printing meeting materials, etc.

VI. Travel

Travel (In-State and Out-of-State) Total \$ 0

Travel Total \$ 0

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
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N/A			0	0	0
Total					\$0

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
N/A				
Total				

Justification: We will not be requesting funds for Travel.

VII. Other

Item Requested	Number of Months	Estimated Cost per Month	Number of Staff	Amount Requested
Contractor: Linda Fulmer	3	\$500	1	\$1500.00
Participant Support Costs	3	\$ 1,000	12	\$36,000.00
Total				\$37,500.00

Justification:

Contractor: Linda Fulmer: Staffing for the project. Linda Fulmer, Healthy Tarrant County Collaboration, and Simeon Henderson, Urban Strategies, will serve as co-project directors, and will implement all project activities as well as reporting.

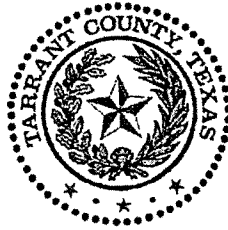
Participant Support Costs: Monthly allowances for 12 Community Corps members for their participation in this project. Median incomes in Stop Six significantly lag the median income for Fort Worth and Tarrant County. We feel that it is imperative that influencers are compensated for their time. The influencers are:

1. Ms. De'Borah Brown
2. Ms. Doris Curvey
3. Rev. Bruce Datcher
4. Rev. Sergio Diaz
5. Mr. Roger Foggle
6. Rev. Edward Justice
7. Mr. Beniot Leiva
8. Ms. Lisa McDaniel
9. Mr. Jonathan Morrison
10. Ms. Christene Moss
11. Ms. Shuntoyia Shaw
12. Dr. Carlos Walker

VIII. Consultant Costs

Position Title and Name	Amount	Time	Months	Amount Requested
N/A				
Total				

Justification: We will not be requesting funds for Consultant Costs.



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.

Linda Fulmer _____ (Name)
Healthy Tarrant County Collaboration _____ (Company)
608 Green River Trail, Fort Worth, TX 76103 _____ (Address)

PHONE 817-451-8740 -- FAX N/A
EMAIL LindaFulmer@sbcglobal.net _____

Linda Fulmer

Signature

18 September 2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Healthy Tarrant County Collaboration
Fort Worth, TX United States

Certificate Number:

2023-1073052

Date Filed:

09/18/2023

Date Acknowledged:

MJR 10.10.23

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

Tarrant County, Texas

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.

NH75OT000054

Dissemination of public health information by trained community members

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 Linda Fulmer, and my date of birth is 29 Aug 1957.

My address is 608 Green River Trail, Fort Worth, TX, 76103, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 27 day of Sept, 2023.
(month) (year)

Linda Fulmer

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT C
FEDERAL AWARD IDENTIFICATION CHECKLIST
(Grants awarded after 12/26/2014)

Federal Award Checklist

1	Subrecipient Name	Healthy Tarrant County Coalition
2	Subrecipient DUNS Number	832917301
3	Federal Award Identification Number (FAIN)	NH75IT000054
4	Federal Award Date	5/26/2021
5	Subaward Period of Performance Start and End Date	Date of last signature - 5/31/2024
6	Amount of Federal funds Obligated by this Action	\$27,241,785.00
7	Amount of Federal funds Obligated to this Subrecipient	\$37,600
8	Federal Award Project Description, as required by FFATA	Addressing COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities in Tarrant County.
9	Name of Federal Awarding Agency	Centers for Disease Control and Prevention (CDC)
10	Pass-Through Entity	Tarrant County
11	Contact Information of Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.391 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
13	Identification of whether the award is R&D	N/A
14	Indirect Cost Rate	0%

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: CDC Subaward from Tarrant County Public Health
[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 Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

 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:


Signature of Certifying Person

Linda Fulmer

Printed Name of Certifying Person

Executive Director

Title of Certifying Person

Healthy Tarrant County Collaboration

Name of Vendor Company

18 September 2023

Date Certified