

STATE OF TEXAS     §  
                                  §  
TARRANT COUNTY §     **AGREEMENT BETWEEN  
TARRANT COUNTY  
AND HEALTH EQUITY  
ALLIANCE**

This Agreement ("Agreement") is made and entered into by and between Tarrant County, Texas ("COUNTY"), on behalf of Tarrant County Public Health ("TCPH"), and Health Equity Alliance ("HEAL").

**RECITALS**

WHEREAS, Tarrant County Public Health has received a Healthy Texas Babies grant to decrease infant mortality, reduce disparities in poor birth outcomes and maternal and infant mortality, and preterm birth;

WHEREAS, the funding agency has approved the disbursement of these funds;

WHEREAS, Tarrant County Public Health seeks to work with HEAL to reduce disproportionate death rates for mothers and infants in Tarrant County, and wishes to disburse funds so HEAL may do so;

WHEREAS, HEAL will use these funds to hire presenters for maternal-infant health equity related trainings to increase learning opportunities for Health Equity Alliance members and partners;

NOW AND THEREFORE, HEAL and Tarrant County, on behalf of TCPH, hereby agree as follows:

**I. TARRANT COUNTY SHALL**

- A. Disburse \$2,000.00 in funding, at once, upon a fully executed contract for payment to presenters at maternal-infant health equity related trainings.
- B. Disburse \$2,519.00 in funding, in increments, as reimbursements for costs incurred in relation to maternal-infant health equity related trainings.

**II. HEAL SHALL**

- A. Identify presenters/speakers and training opportunities.
- B. Pay the presenters for the maternal-infant health equity related trainings upon receipt of the \$2,000.00 in funds from Tarrant County.
- C. Provide TCPH with documentation of these payments. This will include copies of the speaker's invoice, as well as copies of HEAL's payments and shall be summarized and signed by an authorized HEAL signatory.

- D. Provided written reimbursement requests, signed by an authorized signatory, for the remaining \$2,519.00 in funding, by the 15<sup>th</sup> of each month following the expenditures to:

[jlmmaryman@tarrantcounty.com](mailto:jlmmaryman@tarrantcounty.com)

- a) These requests must include copies of receipts for expenditures with name of expenditure.

### III: TERM

The Parties agree that this agreement begins with a fully executed agreement and ends on August 31, 2023, unless terminated earlier in accordance with the provisions of this agreement. The term of this agreement may be extended prior to the expiration of this agreement upon the written agreement of the Parties.

These terms apply to HEAL's agreement funds:

1. Use of Funds. Funding is made only for the purposes stated in this agreement, and no substantial variances may be made without prior written approval of Tarrant County.

2. Payment Terms. Upon a fully executed agreement, the County agrees to pay HEAL in accordance with the following payment schedule, subject to Section 4:

Payment I of Two thousand dollars (\$2,000.00) upon execution of the signed agreement.

Remaining payments are reimbursable payments which are to be submitted by the 15<sup>th</sup> of the month following expenditures.

3. Use of Income and Return of Unused Funds. TCPH encourages, whenever feasible, the deposit of funds in interest-bearing accounts. Any funds, and any income earned thereon, not expended or committed for the purpose of the Agreement will be returned to TCPH. HEAL will notify TCPH prior to returning any unused funds.

4. Material Adverse Change. Should any material adverse change occur or become known to TCPH affecting the business, operations, properties, or financial condition of HEAL to complete the project, TCPH may withhold payment according to the above-mentioned schedule until such material adverse change shall be cured, or indefinitely should the defect not be cured.

5. No Lobbying or Political Campaign Activity. The Funds may not be used by HEAL to carry on propaganda, or otherwise to attempt to influence any legislation, with the meaning of Section 4945 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. For the avoidance of doubt, HEAL agrees that neither HEAL nor its partners may use the Funds for any lobbying or political campaign activities, regardless of whether such activities are otherwise permissible for HEAL nor its partners. Specifically, to the extent the projects involve meetings with candidates for public office, then, HEAL and its partners specifically

must provide and require that such meetings will be for educational and issue advocacy purposes only and not include or involve any request or ask for support of the issues as part of a campaign promise or other intervention in the political campaign.

If the Initiatives include activities that constitute attempts to influence legislation within the meaning of section 4945 of the Code, HEAL represents and warrants to TCPH that the amount of the Funds to be paid to HEAL for each year (as set forth in the schedule in section 2 above) does not exceed the amount budgeted for such year for activities that are not attempts to influence legislation (as shown in the budget set forth in Exhibit A hereto).

6. Required Reports. As future trainings occur, training agendas and programs identifying topics, presenters and place and time of the event should be submitted with reimbursement requests. The financial statement should reflect expenditures of the grant funds, and any income earned thereon as of the end of the period covered by the report.

In addition, each report shall include a certification by an appropriate officer of HEAL that the amount of the Funds paid to HEAL during the applicable reporting period did not exceed the amount budgeted by HEAL for such year for activities of the project that are not attempts to influence legislation within the meaning of section 4945 of the Code.

7. Evaluation and Monitoring. TCPH may monitor and conduct an evaluation of operations under the agreement, which may include a visit from TCPH or other personnel to (a) observe HEAL's programs, (b) discuss the programs with HEAL personnel, and (c) review financial and other records and materials connected with the activities financed by the agreement.

8. Publicity and Recognition. HEAL may include basic information about the agreement in its public reports and may also refer to the agreement in the press release. If there are special considerations concerning the public announcement of the agreement at your organization, or if you would like to coordinate a public announce of the agreement with TCPH's announcement, we encourage you to contact Dr. J'Vonah Maryman to discuss your concerns. HEAL shall refer to TCPH and the agreement in all appropriate publications, including HEAL's annual reports, donor honor rolls, websites, brochures, announcements, and commemorative signage, and TCPH shall be referred to in all such materials as "Tarrant County." TCPH may at any time, direct HEAL to discontinue any use of TCPH name in connections with the Agreement, whereupon HEAL shall promptly cease to use the TCPH name.

9. Tax Status. HEAL certifies that is has been determined by the IRS to be a governmental unit described in Code Section SOI(c)(1) or an organization described in Code Section (c)(3) and a public charity described in either Code Section 509(a)(1) or 509(a)(2), and that this determination has not been revoked or modified and continues in full force and effect. If at any time the tax status of HEAL is revoked or modified, please notify the County immediately. No payment hereunder, shall be required to be

made by TCPH at any time after HEAL ceases to be a governmental unit described in Code Section SO1(c)(1) or an organization described in Code Section 501(c)(3) and a public charity described in Code Section 509(a)(1) or 509(a)(2).

10. Personal Benefit. None of the current or former directors or officers of TCPH are intended to receive any personal benefit in exchange for facilitation of the Agreement from TCPH and HEAL.

11. Compliance with U.S. Law. HEAL agrees to comply with all applicable United States law.

12. TCPH Approval of HEAL Subcontractors. HEAL agrees that any subcontractors, are subject to approval by TCPH. The services of any individual or entity to whom HEAL delegates the delivery of designated services are the direct responsibility of HEAL.

#### IV. TERMINATION

This Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this agreement, will be deemed served when personally delivered or upon mailing by certified or registered United States mail, return-receipt, postage prepaid; address as follows:

##### COUNTY

Tarrant Co. Public Health  
Attn: Dr. J'Vonnah Maryman  
1101 S Main St  
Fort Worth, TX 76104

##### HEAL

Health Equity Alliance  
Attn: Barbara Dunlap, Chairman  
PO Box 953  
Fort Worth, TX, 76101

#### V. ENTIRE AGREEMENT

This agreement represents the entire understanding of and between the Parties and supersedes all representations. This agreement shall be governed by laws of the State of Texas and venue for any action under this agreement will be in the district courts of Tarrant County, Texas.

#### VI. ASSIGNMENT

Neither TCPH nor HEAL may assign any interest they may have in this contract without Prior written consent of the other Party.

#### VII. THIRD PARTY BENEFICIARY EXCLUDED

The parties to this agreement do not intend to create any third-party beneficiaries of the Contract of Rights contained herein. No person who is not a party to this Agreement may bring cause of Action pursuant to this contract as a third-party beneficiary. This agreement may not be interpreted to waive the sovereign immunity of any party to this

agreement to the extent such party may have immunity under the law of the State of Texas. TCPH agrees for HEAL to subcontract certain aspects of the required deliverable.

#### IX. INDEMNIFICATION

**To the extent permitted by Texas law and the Constitution of the State of Texas, HEAL agrees to INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY, its officials, agents, servants or employees from any loss damage, injury or claim arising from the negligent operation of its program or application of its funds.**

#### X. AGENCY EXCLUDED

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship or principal, and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

#### XI. VERIFICATION

HEAL verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.101, effective September 1, 2017. HEAL further verifies that it is not engage in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State authorized by 8 U.S.C. Section 1189.

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If this agreement correctly sets forth your understanding of the terms of the Grant, please indicate your agreement to such terms by having the enclosed copy of the agreement Countersigned by an appropriate officer of your organization and returned to the County to the attention of Dr. J'Vonnah Maryman.

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

SIGNED AND EXECUTED THIS: 16 DAY OF November 2022

HEALTH EQUITY ALLIANCE

BY: 

Printed name/Title: Barbara J. Dunlap, HEAL Chair

Date: November 16, 2022

**COUNTY OF TARRANT  
STATE OF TEXAS**

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

**Vendor Certification Addendum to Tarrant County Contracts  
Entered Into on or After September 1, 2022  
Required by New Texas State Laws**

This Addendum relates to the following contract:      Health Equity Alliance

For All County Contracts Entered into on or after September 1, 2022, 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 87<sup>th</sup> Legislature, SB 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

**Barbara J. Dunlap**

Printed Name of Certifying Person

**Chair**

Title of Certifying Person

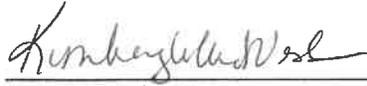
**HEAL**

Name of Vendor Company

11/22/2022

Date Certified

APPROVED AS TO FORM:



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.