

2023 – 2025 MEMORANDUM OF UNDERSTANDING
Between
Texas Treatment Services Hemphill and Tarrant County on Behalf of Tarrant
County Public Health

Purpose

This Memorandum of Understanding (MOU), between Texas Treatment Services Hemphill, a Texas addiction treatment center and Tarrant County, on behalf of the Tarrant County Public Health is entered into for the purpose of utilizing TCPH tuberculosis supplies for targeted testing at sites per epidemiological guidelines/recommendations.

Responsibilities of the Parties

Texas Treatment Services Hemphill and the TCPH Disease Surveillance, Outreach, and Prevention (DSOP) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) for providing needed testing supplies for clients.

TCPH DSOP will:

1. Will provide monthly *TUBERSOL*® Tuberculin Purified Protein Derivative (Mantoux) and syringes to Texas Treatment Services Hemphill.
2. Will make appointments for clients that test positive to get an evaluation by a physician at TCPH.
3. TCPH DSOP is required to monitor and evaluate targeted testing sites per epidemiological guidelines/recommendations. This will occur at a minimum of 1 time per year. Refer to <https://www.dshs.texas.gov/sites/default/files/LIDS-TB/policies/TBWorkPlan.pdf> (pg. 62)

Texas Treatment Services Hemphill will:

1. Will test clients with TCPH supplies
2. Will transmit monthly results report to TCPH DSOP

Term and Termination.

The term of this Agreement shall begin on January 1, 2023, and shall terminate on unless terminated earlier as provided herein on December 31, 2025

Termination Without Cause.

This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

NOTICE.

Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to TCPH:
Tarrant County Public Health
1101 South Main
Fort Worth, TX 76104
Attn: Jason McGhee

Notice to Texas Treatment Services Hemphill:
700 Hemphill St # A
Fort Worth, TX 76104
Attn: Melissa Flores

Or to such persons and places as either party may from time to time designate by written notice to the other.

Texas Treatment Services Hemphill

By: Melissa Flores, LCDC
Printed name: Melissa Flores, LCDC
Title: Program Director
Date: 4/11/2023

Tarrant County

By: _____

Tim O'Hare
County Judge

Date: _____

DSOP MOU 05102023

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.

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: Texas Treatment Services Hemphill
[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):

☐ 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:

Melissa Flores, CCOC
Signature of Certifying Person

Melissa Flores, CCOC
Printed Name of Certifying Person

Program Director
Title of Certifying Person

Hemphill Treatment Services
Name of Vendor Company

4/11/2023
Date Certified