

## **2023 – 2025 MEMORANDUM OF UNDERSTANDING**

### **Between**

**True worth Place and Tarrant County on Behalf of Tarrant County Public Health**

### **Purpose**

This Memorandum of Understanding (MOU), between True Worth Place, a Texas Homeless Case Management center and Tarrant County, on behalf of the Tarrant County Public Health Department (TCPH), is entered into for the purpose of utilizing TCPH tuberculosis supplies for testing homeless individuals Tarrant County. This agreement will exist from January 1, 2023, to December 31, 2025.

### **Responsibilities of the Parties**

True Worth Place 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 weekly tuberculosis testing to True Worth Place clients.
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)

### **True worth Place will:**

1. Will supply an area for TCPH DSOP to test clients.

### **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 True Worth Place:  
1513 E. Presidio St.  
Fort Worth, TX 76102  
Attn: Toby Owen

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

**True worth Place**

By:  \_\_\_\_\_

Printed name: Toby Owen

Title: CFO

Date: 2-24-23

**Tarrant County**

By: \_\_\_\_\_

Tim O'Hare  
County Judge

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

DSOP MOU 05102023

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

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

**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: True Worth Place  
[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.

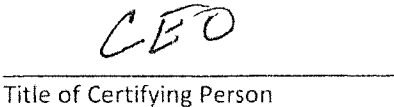


Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

  
Signature of Certifying Person

  
Printed Name of Certifying Person

  
Title of Certifying Person

True Worth Place

\_\_\_\_\_  
Name of Vendor Company

3.3.23  
\_\_\_\_\_  
Date Certified