COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144761

DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN TARRANT COUNTY AND THE UNIVERSITY OF TEXAS SOUTHWESTERN MONCRIEF CANCER CENTER, D/B/A MONCRIEF CANCER INSTITUTE TO PROVIDE COLLABORATIVE MEDICAL AND TREATMENT SERVICES TO TARRANT COUNTY PUBLIC HEALTH PREVENTIVE MEDICINE CLINIC CLIENTS**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County and the University of Texas Southwestern Moncrief Cancer Center, d/b/a Moncrief Cancer Institute to provide collaborative medical and treatment services to Tarrant County Public Health (TCPH) Preventive Medicine Clinic (PMC) clients.

BACKGROUND

The TCPH PMC is a specialty medical clinic that provides care to individuals living with HIV in Tarrant County and surrounding areas. Since 2021, this no-cost MOU has facilitated collaboration between PMC and Moncrief Cancer Institute to refer PMC patients who need mammograms and/or treatment services requiring specialty care outside PMC's area of expertise. This partnership ensures timely referrals to screenings, diagnosis, and treatments, thus improving PMC patients' health outcomes. It also ensures a mutual understanding of respective responsibilities between PMC and the Moncrief Cancer Institute, ensuring continuity of care for individuals living with HIV/AIDS.

On July 6, 2021, the Commissioners Court, through Court Order #135777, approved the original no-cost MOU with Moncrief Cancer Institute to collaborate and provide medical and treatment services to individuals living with HIV/AIDS for the term of October 1, 2021 through September 30, 2022.

On October 18, 2022, the Commissioners Court, through Court Order #139472, approved a no-cost MOU with Moncrief Cancer Institute to collaborate and provide medical and treatment services to individuals living with HIV/AIDS for the term of October 1, 2022 through September 30, 2023.

On August 15, 2023, the Commissioners Court, through Court Order #141476, approved a no-cost MOU with Moncrief Cancer Institute to collaborate and provide medical and treatment services to individuals living with HIV/AIDS for the term of October 1, 2023 through September 30, 2024.

With approval of this MOU, the PMC will continue working with Moncrief Cancer Institute to achieve the desired outcomes.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Gary Kesling

The term of this MOU is February 19, 2025, through February 4, 2029, unless terminated by either party upon thirty (30) days notice.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

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Memorandum of Understanding
Between
UT Southwestern Moncrief Cancer Center d/b/a Moncrief Cancer Institute and Tarrant County on Behalf of Tarrant County Public Health

Purpose

This memorandum of understanding ("MOU"), between UT Southwestern Moncrief Cancer Center d/b/a Moncrief Cancer Institute, a Texas non-profit corporation ("MCI") and Tarrant County, on behalf of the Tarrant County Public Health Department ("TCPH"), is entered into for the purpose of utilizing MCI for services for individuals living with HIV/AIDS in Tarrant and surrounding counties. This memorandum supports collaboration between our organizations and is written in the spirit of a shared mission to ensure continuum of care for individuals living with HIV/AIDS. The term of this memorandum shall begin on February 19, 2025 and continue until February 4, 2029, unless earlier terminated by either party upon thirty (30) days' notice.

Responsibilities of the Parties

Each of MCI and TCPH (on behalf of TCPH's division, Preventive Medicine Clinic ("PMC") understand that each should be able to fulfill its responsibilities under this MOU. This MOU forms the basis of mutual understanding and respective responsibilities between TCPH's PMC division and MCI for providing needed medical and/or treatment services to clients.

Preventive Medicine Clinic will:

Provide referrals to MCI for mammogram screenings and/or treatment services for patients of TCPH's PMC division ("Patients") who meet the criteria for referral.

Provide referrals including all required medical information needed to initiate/access services for patients.

MCI will:

Provide results of referred Patients to TCPH PMC division's referring provider to review and provide follow-up care.

UT Southwestern Moncrief Cancer Center d/b/a Moncrief Cancer Institute

DocuSigned by:
By: Lori Drew
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Printed name: Lori Drew

Title: Director, External Relations

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Date: 12/10/2024

Tarrant County

By:_____

Tim O'Hare
County Judge

Date:_____

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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.

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

This Addendum relates to the following contract: MOU Between UT Southwestern Moncrief Cancer Center d/b/a Moncrief Cancer Institute and Tarrant County on Behalf of Tarrant County Public Heatlh
[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 is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Lori Drew

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Signature of Certifying Person

Lori Drew Printed Name of Certifying Person

Director, External Relations Title of Certifying Person

Moncrief Cancer Institute Name of Vendor Company/Organization

10/28/2024 Date Certified