COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145744

DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF A LICENSE AGREEMENT BETWEEN TARRANT COUNTY AND THE SELF-MANAGEMENT RESOURCE CENTER, INC. FOR THE PUBLIC HEALTH DEPARTMENT'S CHRONIC DISEASE AND SELF-MANAGEMENT PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a License Agreement between Tarrant County and the Self-Management Resource Center, Inc. (SMRC), authorizing the Tarrant County Public Health Department (TCPH) to provide SMRC with evidence-based program workshops.

BACKGROUND

Chronic diseases such as heart disease, cancer, and diabetes are leading causes of death in Tarrant County, Texas, and the United States. They are also the leading drivers of annual health care costs, accounting for 90% of total health care spending nationally. TCPH Health Educators provide workshops on such conditions to educate and increase self-management of these conditions.

The SMRC is the sole provider of evidence-based self-management programs designed to benefit individuals with chronic health conditions, cancer survivors, and caregivers. Under the terms of the proposed license agreement, SMRC grants Tarrant County ("Licensee") the non-exclusive, non-transferable right to use the designated self-management programs for internal purposes only.

On August 27, 2019, the Commissioners Court, through Court Order #130963, approved a License Agreement with SMRC, which allowed TCPH to teach the SMRC training programs for leaders and trainers. The agreement was effective from September 15, 2019, through September 15, 2022.

On August 9, 2022, the Commissioners Court, through Court Order #138777, approved a License Agreement with SMRC, which allowed TCPH to continue the training programs effective September 15, 2022, through September 15, 2025.

With approval of this License Agreement, TCPH will continue to use SMRC Programs to teach up to twenty (20) combined workshops and two (2) leadership trainings. The term of the agreement is September 15, 2025, through September 15, 2028. The total cost of the license fee will be $750.00.

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

FISCAL IMPACT

The license fee of $750.00 will be paid from T0400-2025 / 5100011000 / 578025.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Amanda Campbell

SMRC - Self-Management Resource Center

PO Box 219
Aptos CA 95001
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License Agreement Between Licensee and the Self-Management Resource Center for Internal Use by NonProfit Organizations & Public Agencies

This Agreement between **THE SELF-MANAGEMENT RESOURCE CENTER ("SMRC")**, a California company having powers under the laws of the State of California, and **TARRANT COUNTY PUBLIC HEALTH** ("Licensee"), a public agency or nonprofit organization having a principal place of business at 100 E. WETHFORD STREET, SUITE 506, FORT WORTH - TEXAS - UNITED STATES (US) 76196, is effective on 15th day of SEPTEMBER, 2025 ("**Effective Date**").

SMRC has evidence-based Programs for people with chronic conditions, cancer survivors, and caregivers. In addition, SMRC has training programs for Leaders and Trainers. The Programs developed at Stanford University span over 35 years of research and include methodologies, strategies, and structure for successful self-management that has been validated and shown efficacy.

SMRC grants permission to **Licensee** to use the Programs internally. **Licensee** must ensure that Program Leaders have received training for the specific Program(s) selected and adhere to the fidelity standards. The Parties agree as follows:

1. **SMRC** grants **Licensee** permission to use the Programs listed below ("**Programs**") under the terms and conditions described in this Agreement:

   A. Chronic Disease Self-Management Program (CDSMP) * includes Workplace CDSMP (wCDSMP)

   B. Chronic Pain Self-Management Program (CPSMP)

2. **Licensee** agrees to use the Programs for its internal educational and research purposes. Internal educational purposes are limited to:

   a. Workshops given by **Licensee's** employees and volunteers. Volunteer is defined as an individual who is notcompensated, or compensated to cover expenses, by any organization for the time to give, administer orfacilitate the Programs.

      I. In person Workshops. Traditionally Workshops have been given in person and may still be delivered that way at the discretion of the organization and local guidance.

      II. Virtual Video Workshops via Online Platforms. Licensee may deliver Workshops using real time online platforms such as Zoom ("Virtual Workshops"). SMRC has developed resources to facilitate this, please see the SMRC website for resources. Licensee may only give Workshops within the Territory specified in Article 4 below.

   b. Leader Trainings given by **Licensee's** employees and volunteers. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate the Programs. If **Licensee** trains Leaders outside of **Licensee's** organization, **Licensee** must verify that the third party trainee(s) organization has a valid License. If the trainee(s) organization does not have a valid license they must first obtain a license from SMRC. **Licensee** may only give Leader Trainings within the Territory specified in Article 4 below.

   c. Master trainings are not a part of this Agreement. All Master Trainers must be trained through SMRC. Training dates are displayed on SMRC website's Training Calendar.

Licensee may not use the Programs except as expressly described in this Agreement. SMRC retains all rights not expressly granted under this Agreement.

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3. **Term**. This Agreement will be effective from 15th day of SEPTEMBER 2025 through 15th day of SEPTEMBER 2028.

4. **Territory**. **Licensee** may only offer Workshops and Leader Trainings in the territories covered by the license. The Territory may not be outside **Licensee's** catchment area, the town or city which **Licensee** serves. If an organization, participant or Leader outside of your catchment area or defined Territory contacts **Licensee** for Virtual Workshops or Virtual Leader Training, please contact licensing@selfmanagementresource.com prior to providing any service to that party.

5. **Yearly Reports**. **Licensee** agrees to submit yearly reports on the anniversary of this Agreement to SMRC detailing **Licensee's** dissemination of the Programs. **Licensee** must submit reports by completing the online form on the SMRC Member portal. **Licensee** will report the number of Workshops and Trainings given:

    a. Specifically, **Licensee** will report the number of Workshops given for each Program by delivery mode, the number of attendees who attended at least one session and the number who completed 4 or more sessions. Virtual Workshops via Zoom or any other online platform count as a Workshop. For Mailed Toolkits combined with weekly telephone contact, two cohorts of 3-6 participants count as 1 Workshop.

    b. If Licensee has trained any Leaders, **Licensee** will submit the number of Leader Trainings, Update Trainings, and Cross-Trainings for each Program by delivery mode, and the number of Leaders trained by delivery mode.

    c. **Licensee** will submit the number of active (facilitating Workshops or Trainings) Leaders and Master Trainers operating under the License by Program and delivery mode.

6. **Fees**. In consideration of the permission granted above, **Licensee** agrees to pay a license fee of $750 USD no later than 30 days from the Effective Date of this Agreement.

    a. Late payments will be subject to a monthly late fee after 60 days past the due date up to a maximum amount permitted by Texas law.

    b. If payment is not received within 6 months of the Effective Date, the license will be considered terminated. **Licensee** will cease all use of SMRC content.

    c. **Licensee** agrees to bear the entire cost of any registrations, services, or other costs necessary to comply with any of **Licensees** required procurement process. **Licensee** must notify SMRC of any special procurement requirements prior to entering into this Agreement.

    d. Any such special procurement fees will be invoiced in addition to the fees due under this Agreement in addition to an overhead fee based on the time necessary to collect the fees due under this Agreement.

    e. All wires should reference the Invoice number and will be assessed a wire fee.

7. **Workshops & Trainings**. **Licensee** may give up to 20 combined workshops and 2 Leader trainings during the term of this Agreement. If **Licensee** has given in excess of 20 workshops and/or 2 Leader trainings, **Licensee** must contact SMRC at licensing@selfmanagementresource.com.

8. **Materials Marking & Reproduction of Materials**. **Licensee** can only reproduce and distribute the Programs for the sole purpose of administering the Programs for internal educational purposes. All training materials and manuals that are produced must include the following notice on the inside cover: "© Self-Management Resource Center, LLC, 1980 - 2025, All rights reserved. All or portions of this material include copyrighted materials belonging to Self-Management Resource Center. To obtain a license please contact the Self-Management Resource Center at licensing@selfmanagementresource.com."
All Program materials must display the following subtitle "An SMRC Evidence-Based Self-Management Program originally developed at Stanford University" and the SMRC logo. Any other use of the Programs in whole or part is prohibited. A reproduction of this Agreement must be inserted into all manuals at the place indicated in the manual.

9. **Advertising & Marking**. All advertising materials including but not limited to flyers, emails and any websites used to describe the Programs or their dissemination must include the SMRC logo and subtitle to reflect that the

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PO Box 219, Aptos CA 95001, United States of America

program or content being offered is/are the SMRC Programs. It must be clear that the Programs that are being delivered are owned by SMRC. For example, if the Program title has been modified, the SMRC Subtitle and SMRC logo must also be included and displayed. For example:

a. When describing all the SMRC Programs offered: "Self-Management Programs include programs for general Chronic Conditions, Pain, Diabetes, Cancer, HIV, and Caregivers are Self-Management Resource Center Programs." with the SMRC logo appropriately placed on the same page.

b. When describing a single Program "**Licensee's** program name" a Self-Management Resource Center Program" with the SMRC logo appropriately placed on the same page.

10. **Licensee** may not create derivatives of the Programs without the express written permission of SMRC. **Licensee** may not otherwise commercially exploit the Programs or any material derived from or based upon the Programs. **Licensee** will allow SMRC or its designee to examine **Licensee's** records to verify payments made by **Licensee** under this Agreement.

11. **Licensee** agrees not to create any programs or content based on the Programs, including but not limited to anything that uses the same table of contents, methodologies, strategies or structure or might otherwise be confused with the Programs. **Licensee** agrees that it will not advertise any program or content in such a way that it may be confused with Programs. **Licensee** agrees to contact SMRC prior to any reproduction or distribution of the Programs or any material derived or adapted from the Programs outside the scope of this Agreement or any use not specifically granted in this Agreement.

12. If **Licensee** wants to collaborate with another organization to offer training, Program materials, or any other use of the Programs, **Licensee** should contact SMRC to ensure that the intended use is permitted and the organization has a current license Agreement with SMRC.

13. When working with any other organization, **Licensee** will use these questions to help determine if the other organization needs a license:

    a. Was the Training for the Leaders of this Workshop supplied by the Licensee?

    b. Are the Master Trainers (trainers of Leaders) or Leaders Employees or Volunteers of the Licensee?

    c. Is Licensee's name and/or logo on all advertising and materials?

    d. Are the names of all participants sent to Licensee?

    e. Is Licensee responsible for quality control and liability for this Workshop?

    If Licensee has answered "No" to any of these questions, the organization needs to obtain a license to the

    Programs. To obtain a license contact the Self-Management Resource Center at PO Box 219, Aptos CA 95001

    USA, Email: licensing@selfmanagementresource.com, Ph: (650) 242-8040 ext 406,

    https://selfmanagementresource.com

14. The permission granted in this License Agreement extends only to the current version of the Programs available as of the Effective Date of this Agreement and not to any subsequent versions of the Programs.

15. **Licensee** agrees that any prior license agreements or permissions to use, distribute, reproduce and perform any portions of the Programs or any previous versions of the Programs are hereby terminated and superseded in their entirety by this Agreement. Both parties agree that no further rights survive from such superseded license Agreements or permissions. The terms of this Agreement supersede the terms of any other Agreement or purchase order.

16. **Termination**. SMRC may terminate this Agreement if **Licensee** is in breach of any provision in this Agreement.

    a. This Agreement will be considered terminated without further notice if **Licensee** fails to remit the payment due under Section 6 of this Agreement within 6 months of the Effective Date of this Agreement.

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Licensee will cease all use of SMRC Programs.

b. In the event **Licensee** or any **Licensee** personnel uses, discloses or reproduces the Program materials in any manner not permitted by this Agreement, SMRC may terminate this Agreement immediately upon written notice to **Licensee**.

17. SMRC may also terminate this Agreement if **Licensee** fails to submit reports in a timely manner or fails to adhere to fidelity standards as outlined in the SMRC Implementation and Fidelity Manual available on the SMRC website: https://selfmanagementresource.com/resources/

18. **Licensee** will use the Programs at its own risk, and SMRC does not represent that the Programs are accurate or up-to-date. SMRC will have no liability to **Licensee** or to any third party as a result of its use of the Programs, and if permissible under Texas law, **Licensee** will indemnify and hold SMRC harmless from any claims related to **Licensee's** use of the Programs.

19. To facilitate referrals from individuals looking for organizations providing Workshops, **Licensee** agrees that SMRC may publish the name of **TARRANT COUNTY PUBLIC HEALTH** and the organization's contact information, state and that **Licensee** has a license to the Programs on the SMRC website, the Evidence-Based Leadership Collaborative (EBLC) website and related materials. TARRANT COUNTY PUBLIC HEALTH will not be used in a promotional manner.

LICENSEE

I certify that my organization is a not-for profit organization or a public agency and agree to the terms and conditions above.

BY: Tarrant County

NAME: Honorable Tim O'Hare

TITLE: County Judge

LICENSE ID: 583

DATE: 6/17/2025

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Debarment/suspension certification indicating that you are following compliance 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 department, 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.

Nieves Michel___(Name)
Self-Management Resource Center__(Company)
PO Box 219, Aptos, CA 95003__(Address)
080842855__(DUNS Number)

PHONE 650-776-0062 FAX _____
EMAIL _licensing@selfmanagementresoure.com_____

Nieves Michel Signature 3/24/2025 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.
Self-Management Resource Center
Aptos, CA United States

Certificate Number:
2025-1295620

Date Filed:
04/15/2025

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

Date Acknowledged:

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.
583
License to provide workshops and trainings in Chronic Disease Self-Management Programs

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. [X]

6 UNSWORN DECLARATION

My name is Virginia González, and my date of birth is 11/4/58.

My address is 4177 Horizon CT. (street), San José (city), CA (state), 95148 (zip code), USA (country).

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

Executed in Santa Clara County, State of California, on the 12 day of May (month), 2025 (year).

Virginia González
Signature of authorized agent of contracting business entity
(Declarant)

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor