



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145067

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DATE: 4/15/2025

**SUBJECT: CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN TARRANT COUNTY PUBLIC HEALTH AND CAN
COMMUNITY HEALTH TO IMPROVE HEALTH OUTCOMES IN
TARRANT COUNTY**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Memorandum of Understanding between Tarrant County Public Health and CAN Community Health to improve health outcomes in Tarrant County.

BACKGROUND

CAN provides comprehensive care involving the expertise of many different healthcare professionals to manage the multiple physical and emotional health problems of a patient. CAN believes in treating the whole patient and providing services specific to the needs of the patient. An integral part of their service is to remove obstacles to care through case management and support programs. CAN provides its clients medical care, dental care, counseling and therapy, HIV case management, education, peer support, and pharmacy services.

For several years, TCPH and CAN have worked collaboratively on HIV education and prevention efforts. These activities include distributing HIV prevention materials, messaging, and education; performing targeted HIV and Sexually Transmitted Infection (STI) testing; and providing HIV and STI-related treatment for vulnerable populations. It is important to solidify this relationship through a Memorandum of Understanding (MOU) to improve community outreach and positively impact healthy community outcomes.

With the approval of the MOU, community health outcomes related to HIV transmission will improve with the expansion of linkage-to-care within Tarrant County.

The term of the MOU is April 1, 2025, or when approved by Commissioners Court, whichever is later, and will continue until terminated by either party upon thirty (30) days' written notice.

This MOU has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with this action.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Dr. Kenton Murthy, DO, MS, MPH, AAHIVS

**Memorandum of
Understanding Between
CAN Community Health and
Tarrant County on Behalf of Tarrant County Public Health**

Purpose

This memorandum of understanding (“MOU”), between CAN Community Health (“CAN”) and Tarrant County (“County”), on behalf of Tarrant County Public Health Department (“TCPH”), is entered into for the purpose of supporting a collaboration between our organizations and is written in the spirit of a shared mission to improve HIV/STD and viral hepatitis-related outcomes within Tarrant County. The term of this memorandum shall begin on April 1, 2025, or when approved by Commissioners Court, and continue until terminated by either party, upon thirty (30) days’ written notice.

Responsibilities of the Parties

Each of CAN and TCPH (on behalf of TCPH’s division, Disease Surveillance, Outreach and Prevention (DSOP)) 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 DSOP division and CAN for providing needed services to clients.

Disease Surveillance, Outreach and Prevention will:

- Provide CAN with support including actionable community data and training for large screening and community events, which may include testing and/or educational support.
- Collaborate with CAN on surveillance and case investigation projects. These activities are covered under the public health operations exemption.
- Expand relinkage-to-care efforts for CAN clients who are living with HIV within Tarrant County who have not been involved in HIV-related care within the previous 6 months. Participate in bidirectional referrals of clients needing socioeconomic resources, as appropriate.

CAN Community Health will:

- Request TCPH DSOP support for community events with at least 45 days’ notice prior to the event, using the *DSOP Event Request Form (Attachment A)*.
- Refer clients needing relinkage to care to TCPH’s Data-to-Care **DIS** by faxing a *Re-linkage to Care Form (Attachment B)*.
- Participate in bidirectional referrals of clients needing socioeconomic resources, as appropriate.

- CAN agrees to participate in cluster investigation and response, including HIV, STIs, and other emergent diseases, as requested by TCPH.

Execution of Agreement

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Confidentiality

CAN assures that it will adhere to confidentiality requirements, including policies regarding the confidentiality and security of Protected Health Information, the AIDS Workplace Guidelines, the HIBV Services Grant Program Rules, and Requirements for Contents of AIDS-related Written Materials. Subrecipient will not engage in activities that advocate or promote the violation of state or federal laws.

CAN assures that it will not transfer a client or patient record through any means, including electronically, to another entity, person, or other Subrecipient without a written consent from the client or patient, or someone authorized to act on his or her behalf; however, the County, Texas Department of State Health Services (DSHS), or HRSA may require Subrecipient, or any subcontractor, to timely transfer a client or patient record to the County, DSHS, or HRSA if the transfer is necessary to protect either the confidentiality of the records or the health and welfare of the client or patient.

CAN will maintain a system to protect client records and other records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by CAN, including information required by Section 15, will be in accordance with applicable law.

This MOU is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. The applicable parties, as defined by the HIPAA, will comply with HIPAA and the regulation issued under the HIPAA. By signing this MOU, CAN will comply with Attachment 4, Business Associate Agreement, as if fully executed by the parties. Failure to comply with HIPAA and its applicable regulations or failure to execute any documents concerning compliance when requested by County will be a material breach of this MOU and render this MOU null and void. County will make the decision whether or not documents will be required and the decision of County will be final.

CAN Community Health

By: 

Printed Name: RISHI PATEL

Title: PRESIDENT & CEO

Date: 2/28/2025

SIGNED AND EXECUTED this 28th day of FEBRUARY, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Kimberly Colliet Wesley