

Program Letter of Agreement
between
Baylor Scott & White All Saints Medical Center
Internal Medicine Residency Program Physician Trainees
and
Tarrant County

PROGRAM LETTER OF AGREEMENT

This document serves as an Agreement Baylor All Saints Medical Center d/b/a Baylor Scott & White All Saints Medical Center (“Sponsoring Institution”) and Tarrant County (“Participating Institution”) on behalf of Tarrant County Public Health involved in Graduate Medical Education of medical residents/fellows concerning the rotation of the Internal Medicine Residency Program Physician Trainees (“Physician Trainees”). This Agreement is effective when fully executed signature and will remain in effect for five (5) years, or until updated, changed, or terminated by Tarrant County or Baylor Scott & White All Saints Medical Center.

1. The Supervising Individuals (together, the “Local Site Director”) at Participating Institution who will assume educational and supervisory responsibilities for the Physician Trainees are:
 - i. Kenton K. Murthy, DO, MS, MPH, AAHIVS
 - ii. Catherine A. Colquitt, MD, AAHIVS
2. The Local Site Director and certain other physicians will provide clinical supervision for the Physician Trainees at Participating Institution (collectively with the Local Site Director, the “Faculty Members”).
3. The educational Goals and Objectives of the Sponsoring Institution’s Internal Medicine Residency Training Program to be attained at the Participating Institution in the six (6) core competencies with progressive levels of responsibility are outlined in Exhibit A attached to this Program Letter of Agreement (PLA) and incorporated herein by reference.

There may be other educational goals and objectives which Sponsoring Institution may communicate to Participating Institution from time to time.

4. The period of assignment of the Physician Trainees to the Participating Institution, the financial arrangements, and details for insurance and benefits are as follows:

A total of one (1) either PGY2 or PGY 3 Internal Medicine Residency Program Physician Trainees shall be assigned for an approximately one (1) - two (2) week rotation each at the Participating Institution. The Sponsoring Institution will be responsible for any stipend and other compensation and/or benefits to be paid or provided to the Physician Trainees during the rotation.

5. The Physician Trainees assigned to the Participating Institution shall participate in the rotation under the clinical supervision of the Local Site Director and Faculty Members and other Participating Institution physicians assigned by the Participating Institution. The Local Site Director and Faculty Members and other

Participating Institution physicians will be responsible for the general day-to-day supervision and the training of the Physician Trainees, in coordination and cooperation with Sponsoring Institution's faculty during the rotation. The Local Site Director and Faculty Members and other Participating Institution physicians assigned to provide training and supervision will be responsible for clinical supervision of the Physician Trainees in compliance with applicable accreditation standards; however, without limiting the foregoing, at all times during the term of this PLA, each Physician Trainee assigned to the Participating Institution shall remain a Sponsoring Institution "employee" when the Physician Trainee is providing care and treatment to patients within the course and scope of the rotation and is acting within the course and scope of his or her employment as a Physician Trainee of Sponsoring Institution. The Local Site Director will be responsible for completing the electronic evaluations of the Physician Trainees' performance in Sponsoring Institution's Residency Management System (RMS), New Innovations, at the end of the rotation within thirty (30) days after the end of the rotation. The Local Site Director agrees to contact Sponsoring Institution regarding any issues completing the evaluation within thirty (30) days after the end of the rotation.

6. Policies and procedures that will govern the Physician Trainees' education while rotating to the Participating Institution are as follows:

To the extent applicable, Physician Trainees will comply with the policies and procedures of Sponsoring Institution and Participating Institution while participating in the rotation at Participating Institution.

While at Participating Institution, the Participating Institution shall ensure that the Physician Trainees only participate in the care and treatment of patients as provided herein. The Physician Trainees may be involved in the care and treatment of patients only under the direction and supervision of the Local Site Director and Faculty Members and other physicians assigned by Participating Institution to provide training and supervision. The Local Site Director and Faculty Members and other Participating Institution physicians assigned by Participating Institution to provide training and supervision shall have primary responsibility for the care of Participating Institution patients, but may delegate patient care duties, as deemed appropriate, to the Physician Trainees. The Participating Institution shall ensure that the Physician Trainees shall not have any primary, unsupervised patient care responsibility delegated to them by the Local Site Director or Faculty Members or other Participating Institution physicians assigned by Participating Institution to provide training and supervision.

7. Insurance:
Participating Institution shall maintain occurrence-based professional liability insurance for Participating Institution and its employees and agents in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate, in such form and by an insurance company as are acceptable to Sponsoring Institution. Participating Institution shall furnish Sponsoring Institution written confirmation of this professional liability coverage. Participating Institution shall provide Sponsoring Institution written notice of cancellation of any such professional liability coverage at least thirty (30) days in advance of the cancellation. Physician Trainees assigned to Participating Institution are not covered by the Participating Institution's professional liability coverage.
8. Term of PLA:
This PLA shall be effective when fully executed signature and shall continue in

force and effect for five (5) years, ending June 30, 2028, unless updated, changed or terminated in writing by either party. Either party may terminate this PLA at any time without cause by giving the other party ninety (90) days written notice of intention to terminate this PLA. Either party may terminate this PLA for cause if the other party fails to cure the default after the terminating party provides ten (10) days written notice to the other party describing the default.

9. General Terms:

Physician Trainees shall be assigned under this PLA without regard to race, religion, sex, creed, national origin, or disability. No Physician Trainee shall be considered an agent or employee of the Participating Institution; the Participating Institution retains the exclusive control of its premises, operations and all aspects of its patient services, other than the practice of medicine by the Faculty Members and Physician Trainees.

10. General Indemnity:

To the extent allowed by the Texas constitution and the laws of the state of Texas, each party shall defend, indemnify and hold harmless the other party and the other party's officers, directors, shareholders, partners, employees, and agents from any and all threatened or actual claims, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs sustained or incurred by or asserted against the other party arising from (i) the indemnifying party's breach of this PLA in any material respect or (ii) the indemnifying party's conduct in connection with the performance of this PLA that constitutes gross negligence, fraud, willful misconduct or a knowing violation of law. Nothing in the provision shall otherwise limit or waive any other immunity or defense available to either party or its agents and employees.

11. Governing Law and Venue:

This PLA shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The venue of any litigation arising from this PLA will be in the United States District Courts, Fort Worth Division of the Northern District of Texas if the litigation arises in Federal Court or in the District Courts of Tarrant County, Texas if the litigation arises in State Court. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.

12. Severability:

Should any part, term, or provision of this PLA be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.

13. HIPAA Obligations:

Both parties acknowledge that they have obligations as "covered entities" under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA") and its implementing regulations, including 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164, subparts A and C ("Security Rule"), and agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) and its implementing regulations.

14. Modification:

No supplement, modification, or amendment of any term, provision, or condition of this PLA shall be binding or enforceable on either party hereto unless in writing signed by both parties.

15. Notices:

All notices provided for by this PLA shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the party to be notified at the address set forth below (or at such other address as may be given by notice by a party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

Participating Institution:

Tarrant County Public Health Department
1101 S. Main Street
Fort Worth, Texas
76104

If to Sponsoring Institution:

Baylor Scott & White All Saints Medical Center
1400 Eighth Ave.
Fort Worth, Texas 76104

With a copy to:

BSWH Legal Department
301 North Washington Ave.
Dallas, Texas 75246

Exhibit A Goals and Objectives

Baylor Scott & White All Saints Medical Center, Fort Worth, Tx Rotational ACGME Competency-Based Goals and Objectives

Rotation: Tarrant County Public Health
Internal Medical Residency
DIO – Dr Kip Hinkle MD
Program Director – Lavanya Srinivasan MD

Clinical Rotations under the Tarrant County Public Health include but not limited to the following:

1. HIV Clinic
2. Communicable Diseases Clinic – STD and TB Clinic
3. Refugee Clinic
4. Travel and Vaccination Clinic
5. Epidemiology and Sanitary/Inspection

PATIENT CARE

Goal: to provide patient care in county health department setting that is compassionate, appropriate, and effective for the treatment of health problems and for public health promotion.

Objectives:

- Demonstrate ability to obtain relevant history and perform medical exams that inform and prioritize both differential diagnosis and diagnostic plans
- Develop the progressive ability to provide appropriate care for health maintenance and disease prevention.
- Demonstrate the progressive ability to make clinical decisions based upon the results of advanced diagnostic tests
- Demonstrate the ability to manage patients with common outpatient disorders seen in the practice of internal medicine with appropriate supervision

MEDICAL KNOWLEDGE

Goal: to demonstrate knowledge of established and evolving health system, clinical, epidemiological and social behavioral sciences, as well as the application of this knowledge to patient care, preventive medicine, and public health administration.

Objectives:

- Demonstrate sufficient knowledge to diagnose and evaluate common reportable infectious disease conditions
- Demonstrate sufficient knowledge to describe preventive care screening guidelines
- Demonstrate an understanding of clinical and public health guidelines as necessary
- Demonstrate an understanding of health system science, including implementation of county health ordinances and programs

PRACTICE-BASED LEARNING AND IMPROVEMENT

Goal: to demonstrate the ability to investigate and evaluate the care of patients, to appraise and assimilate scientific evidence, and to continuously improve public and community based on constant self-evaluation and learning.

Objectives:

- Demonstrate appreciation of the responsibility to assess and improve population health outcomes
- Demonstrate the progressive ability to classify and precisely articulate clinical questions
- Demonstrate the ability to effectively and efficiently search evidence-based summary population health sources
- Demonstrate the ability to compare health outcomes with local and/or national benchmarks
- Demonstrate the progressive ability to identify deficiencies in practice along with possible explanations, including system-related and patient-related factors
- Demonstrate the ability to respond willingly and productively to feedback from all members of the health care team and reflect on feedback in developing plans for improvement

INTERPERSONAL AND COMMUNICATION SKILLS

Goal: to demonstrate interpersonal and communication skills that result in the effective exchange of information and collaboration with patients, the public, and health administrators.

Objectives:

- Demonstrate the ability to engage patients/advocates in shared decision making for uncomplicated diagnostic and therapeutic scenarios
- Demonstrate the ability to engage patients and the public in shared decision-making for difficult, ambiguous or controversial scenarios
- Demonstrate the ability to communicate in a compassionate manner regardless of patients' race, culture, gender, sexual orientation, socioeconomic status, literacy and religious beliefs while demonstrating sensitivity
- Demonstrate the ability to communicate with other providers and/or administrators to maintain appropriate continuity of care
- Role-model and teach effective communication with next care givers during transition of care
- Demonstrate the ability to effectively communicate plan of care to all members of the healthcare team
- Engage in collaborative communication with all members of the health care and administrative team

PROFESSIONALISM

Goal: to demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles.

Objectives:

- Adhere to basic ethical principles by complying with the following:
 - Truthfully document and report clinical information

- Follow county health department policies
- Accept personal errors and acknowledge them
- Residents will demonstrate empathy and compassion to all while demonstrating a commitment to relieve suffering and provide support for patients, their families, and county residents.
- Demonstrate the ability to communicate constructive feedback to other members of the healthcare team
- Demonstrate the ability to advocate for the improvement public health outcomes
- Demonstrate the ability to recognize and take responsibility for situations where public health supersedes individual health
- Demonstrate the ability to recognize the need to assist colleagues in the provision of duties
- Residents will dress and behave in accordance with all professionalism policies
- Residents will demonstrate the ability to recognize and address personal, psychological, and physical limitations that may affect personal performance

SYSTEMS-BASED PRACTICE

Goal: to demonstrate an awareness of and responsiveness to the larger context and system of health care, as well as the ability to call effectively on other resources in the system to provide optimal health care.

Objectives:

- Demonstrate the ability to understand unique roles and services provided by county public healthcare delivery systems
- Demonstrate the progressive ability to appreciate roles of variety of health care providers, including, but not limited to, epidemiologists, nurses, community health workers, pharmacists, and social workers
- Demonstrate progressive ability to work effectively as a member within the interprofessional team to ensure quality of patient care
- Demonstrate the progressive ability to effectively recognize system issues that increase the risk for error
- Demonstrate the ability to reflect upon, and to learn from critical incidents such as near misses and preventable medical errors
- Effectively dialogue with care team members to identify risk for and prevention of medical error
- Demonstrate the ability to reflect awareness of common socio-economic barriers that impact patient care

Baylor All Saints Medical Center d/b/a
Baylor Scott & White All Saints Medical Center

Tarrant County Public Health

 M) 12/8/23
Signature Date

Kollier Hinkle, M.D.
Designated Institutional Official

Signature Date

Tim O'Hare, County Judge
Authorized Signature Authority
Tarrant County

 12/7/2023 .
Signature Date

Lavanya Srinivasan, M.D.
Program Director

**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: Baylor Scott & White All Saints Med Ctr
[Enter description of contract above]

Internal Med. Residency PLA

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:

Janice Whitmire

Signature of Certifying Person

Janice Whitmire

Printed Name of Certifying Person

COO

Title of Certifying Person

BSW All Saints

Name of Vendor Company/Organization

11-13-2023

Date Certified

12122023

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.