PROGRAM LETTER AGREEMENT FOR GRADUATE MEDICAL EDUCATION

This Program Letter Agreement for Graduate Medical Education (**"Agreement"**) is made and entered into to be effective as of January 1, 2024 (**"Effective Date"**) by and between **Medical City Fort Worth**, an agency of the State of Texas and institution of higher education located at 900 Eighth Ave., Fort Worth, TX 76104 (**"Sponsoring Institution"**) and **Tarrant County** on behalf of the **Tarrant County Medical Examiner**, located at 200 Feliks Gwozdz Place, Fort Worth, Texas 76104-4919 (**"Facility"**). The Sponsoring Institution and the Facility may be referred to individually as a "**Party**" to this Agreement and they may be referred to collectively as the "**Parties**" to this Agreement. This Agreement sets forth the responsibilities of each party in the clinical education of trainees enrolled in Graduate Medical Education in Sponsoring Institution's Pathology-Anatomic and Clinical Residency Program (**"Program"**).

Whereas, Sponsoring Institution trains physicians in its Program (**"Trainees"**).

Whereas, Facility participates in the training of Trainees by providing residents and/or fellows in the Program with a clinical educational experience utilizing appropriate facilities and personnel.

Whereas, the Accreditation Council for Graduate Medical Education (**"ACGME"**) requires the Sponsoring Institution to be responsible for the quality of all educational experience and to retain authority over Trainees' activities.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by, the parties hereby agree to the terms and conditions as follows:

I. DESIGNATED OFFICIALS

The name of the faculty assuming both educational and supervisory responsibilities for Trainees (the "**Supervising Faculty Member**") is contained in the signature block of the attached Exhibit and incorporated herein by reference.

II. POLICIES AND PROCEDURES

A. Supervision of Trainees. Trainees will function under supervision of a designated Supervising Faculty Member according to the defined goals and objectives of the Program provided in the attached Exhibit, incorporated herein by reference, and as applicable accreditation standards require. The Supervising Faculty Member will be solely responsible for direct clinical supervision of the Trainees and shall control the details of the medical tasks performed by the Trainees in compliance with applicable accreditation standards.

B. Compliance with Protocols. Both parties hereto agree that, to the extent applicable, Trainees will comply with the policies and procedures of Sponsoring Institution. While on the premises of Facility, Trainees will comply with the applicable policies and procedures of Facility. Due process procedures will be followed by Sponsoring Institution.

C. Exclusive Control. Facility will retain the exclusive control of its premises, operations, and all aspects of its patient services, other than the practice of medicine by the faculty and Trainees.

III. RESPONSIBILITIES

In order to accomplish the goals and objectives of the Program provided in the attached Exhibit and according to the policies and procedures described in Article II above, the parties agree as follows:

A. Sponsoring Institution agrees to:

1. Plan, implement, and administer the curriculum of the Program.

2. Provide a program director (the "**Program Director**") to act as liaison between Sponsoring Institution and Facility and to coordinate the academic and clinical experience of Trainees. The Program Director will have

ultimate responsibility and final authority for the educational content of the Program and the assignment of Trainees.

3. Contact the Facility at reasonable intervals to evaluate the Trainees and to determine if the Facility is fulfilling its obligation to the Trainees.

4. Provide an appropriate instrument(s) for evaluation of the clinical experience (**"Evaluation Forms"**).

5. Maintain in force during the term of this Agreement for any incidents occurring during the term of this Agreement professional medical liability coverage for Trainees in an amount of $500,000 per occurrence and $1,500,000 aggregate, pursuant to The University of Texas System Professional Medical Malpractice Self-Insurance Plan and under authority of Section 59.01, *Texas Education Code*.

B. Facility agrees to:

1. Designate one member of its medical staff as the Supervising Faculty Member who will assume administrative, educational, and supervisory responsibility for the Trainees in the Program while at the Facility. The Supervising Faculty Member for the Program will complete the Evaluation Form at the conclusion of the rotation for each Trainee and provide such Evaluation Form to Sponsoring Institution.

2. Provide opportunities for direct patient care and specified clinical experiences under appropriate physician supervision and in areas where Trainees are assigned. Provide for graduated responsibility for patient care by Trainees in clinical areas.

3. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed. Provide sufficient staff and related resources necessary to implement the clinical learning experiences of the Trainees.

4. Assist the Program Director in coordination of (a) orientation of the Trainees to the Facility; (b) planning of clinical and learning experiences; and (c) orientation of and supervision by faculty at the Facility.

5. Maintain in force during the term of this Agreement, and provide proof of such upon reasonable request, evidence of self-insurance.

C. Sponsoring Institution and Facility shall mutually agree to:

1. Identify the number of Trainees assigned to the Facility for clinical rotations and the dates of assignment of Trainees for clinical rotations.

2. Inform each other of changes in personnel actively involved in the Program.

3. Decide to discontinue the clinical rotation term of a Trainee for good cause following consultation between appropriate representatives of both parties, including the Program Director and Supervising Faculty Member.

4. To the extent authorized by applicable law, neither party hereto assumes any liability for the acts or omissions of the other party's employees, Trainees or agents. Each party agrees to accept and to be responsible for its own acts and/or omissions and those of its employees, Trainees and agents in the performance of the obligations hereunder.

IV. DURATION OF GRADUATE MEDICAL EDUCATIONAL EXPERIENCE

A. Duration of Rotation. Duration of the Trainees' rotation with Facility is noted in the attached Exhibit, subject to the terms and conditions set forth below in Article IV.B.

B. Term and Termination. This Agreement shall become effective on the Effective Date and continue until December 31, 2033, unless terminated earlier by either party in accordance with this Article IV.B.

1. Termination without Cause. Either party upon ninety (90) days advance written notice to the non-terminating party may terminate this Agreement without cause. If such notice is given, this Agreement shall terminate either (a) at the end of such ninety (90) days; or (b) after all Trainees assigned to a rotation at the time such notice is given have completed their respective rotations, whichever event occurs last.

2. Termination for Default. Either party may terminate this Agreement effective immediately and without penalty if and when it determines, in its sole discretion and judgement, that the other party is not complying with terms of this Agreement.

3. Automatic Termination. In the event that either party enters bankruptcy, takes an assignment for the benefit of creditors, becomes subject to receivership, or is otherwise reasonably deemed insolvent, then this Agreement shall terminate at the option of the other party.

V. MISCELLANEOUS

A. Privacy and Security Obligations. The parties acknowledge, understand, and agree that this Agreement may be subject to (1) obligations and other regulations implementing the Health Insurance Portability and Accountability Act of 1996 (**"HIPAA"**), the administrative regulations and/or guidance which has been issued or may in the future be issued pursuant to HIPAA, including but not limited to federal regulations relating to the confidentiality, integrity, and accessibility of individually identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) requiring covered entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. parts 160 and 164, subparts A and E (**"Privacy Rule"**) and 45 C.F.R. parts 160, 162, and 164 subpart C (**"Security Rule"**), and Texas state laws pertaining to medical privacy (collectively, **"Privacy Laws"**) and (2) the requirements of the Health Information Technology for Economic and Clinical Health Act of 2009 (**"HITECH Act"**).

B. Compliance with Privacy and Security Obligations. The Privacy and Security Rules require covered entities to ensure that business associates who receive, access, store, or transmit confidential information in the course of providing services on behalf of covered entities comply with certain obligations regarding the confidentiality, integrity, and availability of health information as defined in the aforementioned regulations. Accordingly, the parties agree to comply with those regulations as they may apply in the course of providing services hereunder. The parties agree to (1) comply with all Privacy Laws and the HITECH Act, as applicable to this Agreement, and (2) to negotiate in good faith and to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws and/or the HITECH Act. In the event the parties are unable to agree on the terms of an amendment to this Agreement pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other party (the **"Renegotiation Period"**), this Agreement may be terminated by either party upon written notice to the other party.

C. Discrimination. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, sexual orientation, age, veteran status, or disability.

D. Assignment. Neither party hereto may assign this Agreement or a Program Agreement without the prior written approval of the non-assigning party.

E. Entire Agreement; Amendment. This Agreement and any attached Exhibit(s) hereto supersede all prior agreements, written or oral, between Sponsoring Institution and Facility and will constitute the entire understanding

between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, nor amended unless reduced to a writing signed by an authorized representative of each party.

F. Captions. The caption of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

G. Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Sponsoring Institution:
Medical City Fort Worth
900 Eighth Ave.
Fort Worth, TX 76104
Attention: Dr. Sherri Morgan

with copy to:
Medical City Fort Worth
900 Eighth Ave.
Fort Worth, TX 76104
Attention: Director, Legal Contracts Services

If to Facility:
Tarrant County Medical Examiner
200 Feliks Gwozdz Place
Fort Worth, Texas 76104
Attention: Stacey Murthy, MD
SLMurthy@tarrantcounty.com

or other person or address as may be given in writing by either party to the other in accordance with this Section.

H. Venue; Governing Law. This Agreement and any attached Exhibit(s) hereto will be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Texas.

I. Breach of Contract Claims. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Sponsoring Institution and Facility to attempt to resolve any claim for breach of contract by either party that cannot be resolved in the ordinary course of business. The chief business officer of Sponsoring Institution will examine Facility's claim and any counterclaim and negotiate with Facility in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by either party nor any other conduct, action or inaction of any representative of either party relating to the Agreement constitutes or is intended to constitute a waiver of either party's or the state's sovereign immunity to suit; and (ii) neither party has waived its right to seek redress in the courts.

J. Public Information. Both parties shall strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (**"TPIA"**), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to the requesting party, the disclosing party will make any information created or exchanged with the requesting party pursuant to the Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the requesting party that is accessible by the public.

K. Press Releases. Neither party will not make any press releases, public statements, advertisement, or other promotional materials using the name or logo of the other party or referring to the Agreement, without the prior written approval of the other party. Requests for prior written approval by the Facility of any such releases, public statements, advertisements, or other promotional materials must be directed to Sponsoring Institution's Executive Vice President – Institutional Advancement. Requests for prior written approval by the Sponsoring Institution of any such releases, public statements, advertisements, other promotional materials must be direct to the Facility's Chief Medical Examiner, Kendall Crowns.

L. Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

M. Waiver. The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by any party, whether written or oral, expressed or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by any party shall be treated as an implied modification of the Agreement unless specifically agreed in a writing signed by authorized representatives of both parties.

N. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, due to causes beyond its reasonable control, including but not limited to: acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstance of like character.

O. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.

P. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF BOTH PARTIES (EACH A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON SPONSORING INSTITUTION'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON EITHER PARTY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Q. Compliance with Laws. In providing the services required by this Agreement, Sponsoring Institution and Facility 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. Sponsoring Institution and Facility shall be responsible for ensuring compliance with any laws and regulations applicable to their own activities, including maintaining any necessary licenses and permits.

R. Employment Disclaimer. The Trainees participating in the program will not be considered employees or agents of the Facility for any purpose. Trainees will not be entitled to receive any compensation from Facility or any benefits of employment from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any Trainees of the Sponsoring Institution.

IN WITNESS WHEREOF, authorized representatives of Sponsoring Institution and Facility have executed this Agreement as of the Effective Date.

Signature page as follows:

Sponsoring Institution:

MEDICAL CITY FORT WORTH

DocuSigned by:
Dr. James Scott Aston, DO
887718CAEDE8492...

By: James S. Aston, DO
Title: Program Director
Date: 08/05/2024

DocuSigned by:
Sherri Morgan, MD, MBA, MPH, FAAFP
3825BC00CB368413...

By: Sherri Morgan, MD, MBA, MPH, FAAFP
Designated Institutional Official
Date: 08/05/2024

Facility:

TARRANT COUNTY

By: Tim O'Hare
Title: Tarrant County Judge
Date:

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.

EXHIBIT A

Pathology-Anatomic and Clinical Residency Program Agreement

1. **Persons Responsible for Education and Supervision.**

Sponsoring Institution: James S. Aston, DO

Facility: Stacey Murthy, MD

The above-mentioned people are responsible for the education and supervision of the Trainees while rotating at Facility.

2. **Responsibilities.**

The Supervising Faculty Member at Facility must provide appropriate supervision of Trainees in patient care activities and maintain a learning environment conducive to educating the Trainees in the ACGME competency areas. The Supervising Faculty Member must evaluate Trainee performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

The Supervising Faculty Member responsible for supervising the Trainees will:
1. Supervise Trainees doing clinical rotations at the Facility.
2. Provide educational objectives and goals for the rotations.
3. Evaluate Trainee performance at mid-rotation as well as end of rotation.

3. **Content and Duration of the Educational Experiences.**

Identifier	PY Level	Duration
Resident	PY2, PY3 or PY4	4 week elective rotation

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements, and include the following goals and objectives as presented in Attachment 1.

Sponsoring Institution:

DocuSigned by:
By: Dr. James Scott Aston, DO
887718CAEDE8492...
Name: James S. Aston, DO
Program Director
08/05/2024

Facility:

By: _____
Name: Stacey Murthy, MD
Supervising Faculty Member

ATTACHMENT I
Goals and Objectives
PY2, PY3 or PY4

Goals:

The rotating resident is expected to participate in the day-to-day workflow of the Tarrant County Medical Examiner's office. The resident will discuss cases with available medical examiners and attend all didactic lectures during the rotation.
**The precise content will be tailored to the interest of the trainee.*

Objectives:

Patient Care
- Understand the criteria for cases reported to the Medical Examiner's Office, which type of examination each case would receive and why, and what testing is appropriate in different settings
- Understand how the results of tests can impact public health
- Understand how the findings at autopsy can affect treatment in most any specialty outside of pathology

Medical Knowledge
- Show competency in how to perform a basic autopsy and understand the pathology expected in natural diseases.
- Be able to identify abnormal findings and provide a differential on how this would affect the cause and manner of death
- Utilize resources, such as forensic pathology textbooks available on site, to better understand expected findings, descriptions, and classifications as it pertains to forensic pathology
- Presentation showing medical knowledge gained during rotation

Systems-Based Practice
- Synthesize the information provided by Investigations and available medical records
- Clearly convey information to attending with recommendations on appropriate level of examination, additional testing, and effect on cause and manner of death
- Attend and participate in daily meetings and case reviews
- Review the Quality Assurance and Quality Control processes established in the office

Practice-Based Learning and Improvement
- Participate in level appropriate autopsies and synthesis of reports, including histology and toxicology review
- Participate in prospective case review, formulating an opinion on best practices

Professionalism
- Resident will maintain a professional attitude when interacting with faculty and staff
- Resident will be on time for meetings, be present and engaged during the rotation
- Resident is responsible for their cases/projects and their completion

Interpersonal and Communication Skills
- Show effective communication with faculty and staff
- Provide accurate and timely reports and interpretations of findings
- Actively participate in case review meetings