

JOINT PROVIDERSHIP AGREEMENT

As an accredited provider for continuing education for healthcare professionals, The University of North Texas Health Science Center at Fort Worth, on behalf of its accredited office of continuing education (hereinafter "HSC"), enters into agreements with non-accredited organizations. This Joint Providership agreement will clearly define the relationship between HSC and the joint provider by outlining the roles and responsibilities for each party. As the accredited provider, HSC has the final determination in any matter affecting the educational activity.

This agreement is made by and between **The University of North Texas Health Science Center at Fort Worth**, 3500 Camp Bowie Blvd, Fort Worth, TX 76107 and **Tarrant County**, on behalf of **Tarrant County Public Health** (Joint Provider), 1101 S. Main St. Fort Worth, TX 76104

WHEREAS the parties have agreed that HSC and Joint Provider will develop, produce, and jointly provide a continuing education activity for healthcare professionals program, and

WHEREAS HSC has agreed to provide the program accreditation in accordance with the terms of this Agreement;

THEREFORE, the parties hereto agree as follows:

1. ROLE OF HSC

- a. HSC will take all actions necessary to ensure that the continuing education activity is compliant with applicable accreditation standards as outlined by its accrediting organizations (Accreditation Council for Continuing Education (ACCME), American Osteopathic Association, Accreditation Council for Pharmacy Education, Texas Nursing Association, etc.)
- b. HSC will take all actions necessary to ensure that the continuing education activity is compliant with the Accreditation Council for Continuing Education (ACCME) Standards for Integrity and Independence in Continuing Education.
- c. HSC is responsible for ensuring that the content, quality, and scientific integrity of the activity are compliant with currently adopted standards for continuing education for healthcare professionals.
- d. HSC will apply its Conflict of Interest policy.
- e. HSC will maintain a compliant program file for up to six (6) years.

2. ROLE OF JOINT PROVIDER

- a. Follow the timelines as provided by HSC for compliance with accreditation standards.
- b. Include acknowledgement of HSC on all activity materials, including promotional materials, website, printed program, and/or syllabus.
- c. Obtain the necessary insurance coverage for the educational activity, as required by the facility where the activity will be held, if applicable.
- d. Ensure that responsibilities conveyed in attached Scope of Work are completed in accordance with project timelines.

3. MUTUAL RESPONSIBILITIES

The parties shall agree on a scope of work and develop a mutually acceptable production schedule and deliverables timeline regarding review of the program, dissemination of the program and other logistics;

provided, however, that HSC shall determine, in its sole discretion, the schedule for production of materials necessary for HSC to fulfill its obligations as accrediting provider and its obligations to an Ineligible company¹ if applicable.

- a. Financial management and documentation of such is a measure of accountability for HSC accrediting organizations. Therefore, at the conclusion of the activity, both parties will disclose finances related to the activity through an Activity Financial report, detailing the revenue and expenses of the activity.
- b. Other responsibilities as outlined in the Scope of Work (Exhibit A) and Joint Provider Expectations (Exhibit C).

4. COMMERCIAL SUPPORT

- a. HSC strictly adheres to the ACCME Standards for Integrity and Independence in Accredited Continuing Education and applies the policies across all accredited programs. Joint Providers must comply with the following:
 - i. All financial or in-kind support from an ineligible company may not be used to pay for travel, lodging, or personal expenses of individual learners.
 - ii. A written agreement must be in place outlining the amount or in-kind services provided and HSC must be a signing party to all commercial support/educational grant agreements. Joint Provider is responsible for ensuring that HSC has reviewed and executed these agreements prior to the start date of an accredited continuing education activity.
 - iii. Commercial Support must be disclosed to learners prior to the beginning of the educational activity in accordance to Standard 4 of the ACCME Standards for Integrity and Independence in Accredited Continuing Education.
 - iv. No corporate or product logos, trade names or product group messages of ineligible companies can be used in the disclosure of commercial support or in educational materials.
 - v. The Activity Financial report must also include a record of the amount or kind of commercial support received and how it was used.

5. PAYMENT TERMS

- a. Payment terms are outlined in Exhibit B.

6. TERMS AND CONDITIONS

a. Termination.

- i. Either party may terminate the Agreement for any reason or no reason by giving at least thirty (30) days written notice stating the intent to cancel the activity and/or contract. The cancellation of the activity policy is outlined in Exhibit B.
- ii. If either party is in breach of this Agreement, the other party shall give notice to the breaching party and provide thirty (30) days to cure the breach. If said breach is not cured within the thirty (30) day period after receipt of non-breaching party's notice, the notifying party may terminate the Agreement without further notice. HSC may terminate this agreement with no advance notice in its sole discretion, such as upon Joint Provider's violation of accreditation guidelines, loss of faith in the Joint Provider, significant financial risk, public opinion or administrative directive.

- b. **Credit withdrawal.** HSC reserves the right to withdraw credit in the event non-compliance occurs.

¹ ACCME defines an ineligible company as a company whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.

- c. **Non-Waiver.** Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.
- d. **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, ruling or opinion of applicable accreditation organization or policy implemented by a regulatory agency, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
- e. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foresee ability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign government acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, public health emergency, government restrictions, strikes, and/or freight embargoes.
- f. **Notice.** All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery, with receipt obtained, or by prepaid, first class U.S. postal service mail, certified return receipt requested, or by facsimile with confirmation by first class U.S. postal service and sent to the address specified in the first paragraph of this Agreement. By written communication, either party may designate a different address for purposes hereof.
- g. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas without regard to its rules governing conflicts of law. Venue for any legal proceeding arising out of this Agreement shall lie in a court of competent jurisdiction in Tarrant County, Texas.
- h. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of each Party and their respective heirs, successors and assigns. It is understood that any relationship created by this agreement between the Parties shall be that of independent contractors. Under no circumstance shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership. This agreement contains the entire agreement of the Parties concerning this subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein. This agreement may not be modified except by a written amendment properly approved and executed by duly authorized Parties.
- i. In accordance with federal and state law, the Parties agree not to unlawfully discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age, sexual orientation, gender identity, disability, veteran's status, or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement. Joint Provider represents that it is fully informed concerning and is in full compliance with its obligations, if any, under the following: (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (2) Executive Order 11701, as amended; (3) Executive Order 11246 as amended; (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.
- j. **Compliance with Laws.** The Parties 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. HSC shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

- k. JOINT PROVIDER certifies that neither it nor any of its principals (officers, directors, owners, partners, key employees involved with this Agreement, or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal departments or agency, and Joint Provider shall notify the HSC continuing education office immediately if it becomes aware of any such exclusion, debarment, or sanction.

The Parties agree to maintain such records, books, and documents, and provide such information to any and all state and federal agencies as may be required to comply with any and all applicable state and federal regulations and statutory provisions. All statistical, financial, personnel, and other data relating to the business of each Party shall be retained in confidence by the other Party including its employees, agents, and contractors; provided, however, the foregoing obligation does not apply to such data, information or materials which (a) a Party by written authorization permits the other Party to release, (b) a Party is required by law to release, including the Texas Public Information Act, or (c) is reasonably and lawfully needs to perform services pursuant to this Agreement.

7. Signatures

EFFECTIVE UPON DATE OF LAST SIGNATURE

Signature	
Name	Tim O'Hare
Title	County Judge
Date	

Signature	DocuSigned by: Charles Taylor, PharmD 7B202D3F13804E1...
Name	Charles Taylor, PharmD
Title	Provost & EVP, Academic Affairs
Date	3/7/2023

Signature	
Name	
Title	
Date	

Signature	
Name	
Title	
Date	

HSC Contract #2023-0761

DS
W

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*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**Scope of Work – Regularly Scheduled Series (RSS)**

Activity Name: Tarrant County Public Health Nursing Education Series 2023

Activity Type & Number of Activities: 6 Regularly Scheduled Sessions @ 1.5 hours each – 2023 TCPH Educational Programming.

Activity Time Period: February 2023 – December 2023

Planning Stage	Joint Provider	CE & Assessment	N/A	Notes
The program chair and coordinator must meet with HSC staff at least annually to review the RSS activity	x	x		
Formulate the needs assessment, define the educational gaps and produce objectives linked to the gaps	x			
Distribute Conflict of Interest form for the planning committee, speaker, or any individual in a position to influence content. Completed forms must be submitted before activity occurs	x			
Review COI forms and education materials for conflict of interest and content validation	x	x		
Propose revenue/expense budget	x			
Printing of approved onsite meeting materials	x			
Promptly communicate any changes including speaker/agenda modifications, event cancellations, or modifications affecting scope of work.	x	x		
Execution	Joint Provider	CE & Assessment	N/A	Notes
Provide all schedules, topics, objectives, and presenter information at least 30 days in advance of the activities	x			
Create promotional pieces for activity	x			
Review and provide modifications or approval		x		
Distribution of promotional pieces	x			
Provide claim credit form		x		
Onsite registration / check in staff. This includes documenting attendance records/verification	x			

Exhibit A

Scope of Work – Regularly Scheduled Series (RSS)

Ensure participants claim credit through the HSC learning management system prior to the deadline specified on the "Claim Credit" form provided	x			
Submit completed sign-in sheets of verification attendance to HSC within 30 days after each event	x			
Documentation summarizing the cases and/or discussion at each RSS session must be submitted by the Joint Provider to HSC no later than 30 days following the session. Tumor board documentation may be as brief as the major diagnoses discussed. Other clinical conferences/reviews may be documented with meeting minutes. All patient and provider identifying information must be deleted from case/materials prior to the submission to HSC.			x	
Activity Closeout	Joint Provider	CE & Assessment	N/A	Notes
Evaluation Summary	x			
Financial Reconciliation			x	
Evaluations & Outcomes	x	x		60 days following receipt of activity data (evals, assessments, registration reports, etc.)

Exhibit B

Payment Terms

Activity Name: Tarrant County Public Health Nursing Education Series 2023

The Joint Provider will pay the following fees related to this activity.

Fee	Amount	Due
Joint Providership Fee	\$3,311.00	Due upon the execution of agreement

A 3% fee will be added if paying joint providership fee by credit card.

Final reconciliation of registration fees and expenses will be completed within 60 days after end of program.

Cancellation Policy: If the activity is cancelled 30 days prior to the first scheduled activity, HSC will charge 50% of the joint providership fee plus any expenses incurred in the course of planning. If activity is cancelled less than 30 days prior to the first scheduled activity, HSC will charge 100% of the joint providership fee plus any expenses incurred in the course of planning. Fees will be deducted from any funds already paid by joint provider and any remaining balance will be invoiced/refunded accordingly.

Payee: The University of North Texas Health Science Center at Fort Worth – Division of Academic Innovation

Address: 3500 Camp Bowie Blvd. Attn: Cashier Office
Fort Worth, TX 76107

Tax ID #: 75-6064033

Contact: Jennifer Parker – Division of Academic Innovation
Phone: 817-735-2539
Email: jennifer.parker@unthsc.edu

Exhibit C- Joint Provider Expectations

The following paragraphs further clarify HSC's expectations for the assigned tasks for Joint Providers.

- 1) The joint provider shall designate a **course director** (physician, nurse or other content expert) for each Continuing Medical Education (CME) Live Activity/Course or Regularly Scheduled Series which is the subject of this agreement. The course director is responsible for the following:
 - a. Completing the *CE Assessment Form*, no later than **60** days prior to the activity start date for a live activity/course or the first session of a regularly scheduled Series (RSS)
 - i. <https://www.unthsc.edu/academic-innovation/ce-assessment-form>
 - b. Participating in an intake meeting with the assigned CE Program Manager at HSC after receipt of the *CE Assessment Form*. This meeting will be scheduled for 30-45 minutes to review the following:
 - i. Discuss questions/clarifications from form responses.
 - ii. Review proposed activity content and scope of work.
 - iii. Review relevant accreditation guidelines and standards.
 - iv. Discuss a draft implementation timeline.
 - c. Completing the following administrative tasks /operational tasks **OR** designate a **Program Coordinator** to:
 - i. Distribute conflict of interest forms (provided by HSC) to all those involved with the planning and delivery (speakers, panelists, moderators, etc.)
 - ii. Communicate any changes including speaker/agenda modifications, event cancellations or modifications affecting scope of work to HSC CE Staff member.
 - iii. Submit schedules, topics, objectives, and presenter information no later than 30 days in advance for a Live Activity/Course (e.g., Annual Medical Lecture) and at least 5 business days in advance for Regularly Scheduled Series (e.g., General Cancer Conference) to assigned HSC CE Program Manager.
 - iv. Distribute the credit claim information to participants prior to each live activity/course or session of regularly scheduled series.
 - v. Submit attendance report(s) to the HSC CE Program Manager no later than 5 business days following a live activity/course or session for Regularly Scheduled Series.
 - vi. Distribute the Quarterly Evaluation Surveys to participants as provided by the HSC CE Program Manager
 - d. Participating in a debrief meeting with assigned CE Program manager at HSC within 30-60 days after the end of the Regularly Scheduled Series and/or live activity/course.
- 2) Failure to comply with any of the tasks or deadlines described in the paragraphs above may result in the withdrawal of continuing education credit for the live activity/course or regularly scheduled series.