

**PROGRAM LETTER OF AGREEMENT**  
**between**  
**Tarrant County Hospital District d/b/a JPS Health Network**  
**d/b/a John Peter Smith Hospital**  
**and**  
**Tarrant County, on behalf of Tarrant County Juvenile Services**

This Program Letter of Agreement (“Agreement”) sets forth the understanding between Tarrant County Hospital District d/b/a JPS Health Network d/b/a John Peter Smith Hospital (“JPS”) and Tarrant County, on behalf of Tarrant County Juvenile Services (“COUNTY”) as the operator of the Lynn W. Ross Juvenile Detention Center (“FACILITY”) regarding the education of resident/fellow physicians-in-training (“Residents/Fellows”) in required assignments (the “Resident/Fellow Rotations”) for JPS’s residency/fellowship Program (defined below). JPS and COUNTY may be referred to individually as a “Party” to this Agreement, and they may be referred to collectively as the “Parties” to this Agreement.

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, JPS and COUNTY hereby agree to establish Resident/Fellow Rotations upon the following terms and conditions:

**I. RESIDENCY/FELLOWSHIP PROGRAM:** Family Medicine - Pediatrics Juvenile Detention Center (“Program”)

The Parties shall establish a Resident/Fellow Rotation at FACILITY that will be affiliated with the Program at JPS, and participation in said Program by the Residents/Fellows is acknowledged as a bona fide Resident/Fellow Rotation for the Program. JPS, through its Program Director, and upon mutual agreement with COUNTY, will recommend, and COUNTY will accept, the number of Residents/Fellows that will participate in the Resident/Fellow Rotation. The Parties agree that the annual assignment of Residents/Fellows to FACILITY and the length of each assignment shall depend on the availability of such Residents/Fellows for assignments.

The Parties agree that the terms “Resident” (or variations thereof), “Fellow” (or variations thereof), “Program”, and “Rotation” in this Agreement shall refer to the particular Residents or Fellows (as applicable) participating in the particular Resident Rotation or Fellow Rotation (as applicable) for the particular Fellowship Program or Residency Program (as applicable), as described herein and in Exhibit “A”.

**II. LOCATION OF RESIDENT/FELLOW ROTATION:**

Tarrant County Juvenile Services  
Lynn W. Ross Juvenile Detention Center  
2701 Kimbo Road  
Fort Worth, TX 76111

**III. GOALS AND OBJECTIVES:**

See Competency Based Goals and Objectives, which are attached hereto as Exhibit "A" and incorporated herein by reference.

#### **IV. FACULTY:**

- A. Jeanine Ratliff, MD, or such other physicians on the medical staff at FACILITY as designated by JPS and approved by COUNTY from time to time, will provide clinical supervision for the Residents/Fellows.
- B. The FACILITY supervising faculty must:
  - 1. Devote sufficient time to the Program to fulfill their supervisory and teaching responsibilities;
  - 2. Administer and maintain an educational environment conducive to educating Residents/Fellows; and
  - 3. Evaluate Resident/Fellow performance in a timely manner during each Resident/Fellow Rotation, document this evaluation at completion of the assignment in a form acceptable to the Program Director, and timely provide the Program Director with a copy of the evaluation.
- C. The JPS Program Director must:
  - 1. Oversee Resident/Fellow supervision and the quality of patient care;
  - 2. Give clear guidelines to the supervising faculty; and
  - 3. Oversee resources and administrative support for the educational mission.

#### **V. TERM AND TERMINATION:**

This Agreement shall remain in full force and effect for a term of five (5) years beginning April 1, 2023, and expiring March 31, 2028, unless this Agreement is earlier terminated by either Party in accordance with this Section V.

- A. Termination without Cause. Either Party, upon ninety (90) days prior written notice to the other Party, may terminate this Agreement without cause.
- B. Termination for Default. Either Party may terminate this Agreement in the event of a material breach by the other Party which, in the sole discretion of the non-breaching Party, remains uncured after thirty (30) days written notice of the material breach to the breaching Party.
- C. Termination for Bankruptcy. In the event that a Party enters bankruptcy, takes an assignment for the benefit of creditors, becomes subject to receivership or is otherwise reasonably deemed insolvent, then this Agreement may be terminated at the option of the other Party.
- D. Annual Fiscal Condition Precedent. The Parties acknowledge and agree that JPS is a governmental entity subject to an annual budgetary process and restrictions on

spending in conformity with that process and its approved budget. The Parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Agreement for JPS's fiscal years subsequent to that in which funds for this Agreement are first allocated, JPS may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

## **VI. FINANCIAL ARRANGEMENTS:**

JPS will continue to provide Resident/Fellow salary and benefits.

## **VII. POLICIES AND PROCEDURES:**

- A. Each Resident/Fellow assigned to FACILITY under this Agreement will adhere to the Bylaws, Rules and Regulations and Policies of the Medical Staff of COUNTY and to the policies of JPS and the JPS department sponsoring the Program. Any Resident/Fellow failing to comply with the above requirements may be terminated from the Resident/Fellow Rotation immediately by JPS. COUNTY will make readily available to the Residents/Fellows all Bylaws, Rules and Regulations, and Policies of the Medical Staff which are applicable to their participation in the Resident/Fellow Rotation.
- B. The Resident/Fellow Rotation shall be operated according to the approved standards of the ACGME, CPME, or other applicable accreditation agency and the Program's Residency/Fellowship Review Committee and shall be approved by JPS's Program Director. Regarding the same, COUNTY and the FACILITY PHYSICIANS (defined below) supervising the Residents/Fellows shall familiarize themselves and comply with the ACGME, CPME, and/or other accreditation agency requirements as applicable to the particular Resident/Fellow being supervised.

## **VIII. ADDITIONAL PROVISIONS:**

### **A. Supervision of Residents/Fellows.**

- (1) **By COUNTY.** The Residents/Fellows assigned to the Resident/Fellow Rotation shall participate in the Program under the clinical supervision of the physicians on the medical staff of COUNTY assigned by JPS to provide training and supervision of the Residents/Fellows ("FACILITY PHYSICIANS"). The FACILITY PHYSICIANS will be responsible for the general day-to-day supervision and the training of the Residents/Fellows, in coordination and cooperation with JPS's teaching staff during the Resident/Fellow Rotation. The FACILITY PHYSICIANS will be responsible for clinical supervision of the Residents/Fellows in compliance with applicable accreditation standards and in keeping with the Goals and Objectives and the policies and procedures specified in this Agreement; however, without limiting the foregoing, at all times during the term of this Agreement, each

Resident/Fellow assigned to the Resident/Fellow Rotation shall remain a JPS “employee” (as such term is defined in the Texas Tort Claims Act) when the Resident/Fellow is providing care and treatment to patients within the course and scope of the Resident/Fellow Rotation and is acting within the course and scope of his or her employment as a Resident/Fellow of JPS. FACILITY PHYSICIANS will be bound by and comply with the terms of this Agreement for all times when the Residents/Fellows are participating in the Resident/Fellow Rotation.

- (2) **By JPS.** JPS will plan and determine the adequacy of the educational experience of the Residents/Fellows in background, basic skill, professional ethics, attitude and behavior and shall assign to the FACILITY only those Residents/Fellows who have satisfactorily completed the prerequisite requirements for participation in the Program and Resident/Fellow Rotation. Notwithstanding the clinical supervision requirements set forth in Section VIII.A.(1) above, JPS will retain ultimate responsibility for the education and assessment of the Residents/Fellows and, at all times during a Resident/Fellow Rotation, JPS shall have the authority and legal right to control the Residents’/Fellows’ participation in the Program and Resident/Fellow Rotation, including the authority and legal right to appoint and terminate the Residents’/Fellows’ participation in the Program and Resident/Fellow Rotation. JPS shall monitor and supervise the Residents’/Fellows’ compliance with JPS policies and procedures, JPS Medical Staff Bylaws, rules and regulations, the JPS Graduate Medical Education Institutional Handbook, and any other requirements imposed by JPS for the Residents’/Fellows’ participation in the Program and Resident/Fellow Rotation.

- B. Qualifications of Supervising Physicians. The FACILITY PHYSICIANS are subject to approval for participation in the Resident/Fellow Rotation by COUNTY. All FACILITY PHYSICIANS shall possess all necessary qualifications, training, experience, and, as applicable, current licensure or certification in the State where the Resident/Fellow Rotation is located to perform the functions and duties of the particular FACILITY PHYSICIAN. Without limiting the foregoing, each FACILITY PHYSICIAN during the term of this Agreement shall remain, as applicable, duly licensed, registered, certified and in good standing under the laws of the State where the Resident/Fellow Rotation is located to engage in the practice or performance of the health care service for which such FACILITY PHYSICIAN is licensed, registered and/or certified and to prescribe and administer controlled substances. COUNTY represents and certifies, to the best of its knowledge and belief, that no FACILITY PHYSICIAN has had his or her license to practice medicine in the State where the Resident/Fellow Rotation is located or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or otherwise restricted in any way.
- C. Disclosure of Information. JPS will provide COUNTY with confirmation that each Resident/Fellow participating in a Resident/Fellow Rotation at FACILITY has passed a background check in accordance with JPS’s onboarding requirements for Residents/Fellows. If either JPS, COUNTY, or FACILITY become aware of any information about a Resident/Fellow who is scheduled to participate in, or is

participating in, a rotation at FACILITY that could endanger the health, welfare or safety of any juvenile at FACILITY, then JPS, COUNTY, or FACILITY, as applicable, may immediately bar the Resident/Fellow from access to FACILITY and shall inform the other parties of the grounds for such action. Thereafter, JPS, COUNTY, and FACILITY shall in good faith confer and attempt to agree on whether there are alternatives to barring the Resident/Fellow from access to FACILITY that would still protect the health, welfare, or safety of the juveniles at FACILITY, but allow the Resident/Fellow to finish the rotation at FACILITY so as to not jeopardize the Resident's/Fellow's ability to timely complete the Program at JPS and graduate on time.

- D. Resident/Fellow Participation in Care. While at FACILITY, the Residents/Fellows will only participate in the care and treatment of patients as provided herein. The Residents/Fellows may be involved in the care and treatment of patients only under the direction and supervision of the FACILITY PHYSICIANS. The FACILITY PHYSICIANS shall have primary responsibility for the care of FACILITY patients, but may delegate patient care duties (e.g., rounds), as deemed appropriate, to the Residents/Fellows; provided, however, the Residents/Fellows shall not have any primary, unsupervised patient care responsibility delegated to them by FACILITY PHYSICIANS.
- E. Liability Coverage. COUNTY recognizes that JPS is a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code and is a unit of local government for purposes of Chapter 101 of the Texas Civil Practice and Remedies Code ("Texas Tort Claims Act"). JPS considers a Resident/Fellow to be a JPS "employee" (as such term is defined in the Texas Tort Claims Act) when the Resident/Fellow is providing care and treatment to patients within the course and scope of the Resident/Fellow Rotation and is acting within the course and scope of his or her employment as a Resident/Fellow of JPS. Residents/Fellows will be considered by JPS to be subject to the limits of liability under the Texas Torts Claim Act with respect to acts performed in the course and scope of the Resident's/Fellow's employment with JPS. As a general rule, with respect to acts performed in the course and scope of the Resident's/Fellow's employment with JPS for which governmental immunity has been waived under the Texas Tort Claims Act, the current limits on amount of liability under the Texas Torts Claim Act for employees acting in the course and scope of employment are \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death claims.

FACILITY shall carry commercial general and professional liability insurance coverage on an occurrence basis covering its obligations under this Agreement, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, and provide proof of such insurance coverage to JPS upon request. Notwithstanding the foregoing, in lieu of obtaining commercial insurance coverage, COUNTY may self-insure to meet the insurance requirements of this section.

- F. HIPAA Obligations. Both Parties acknowledge obligations and other regulations implementing the Health Insurance Portability and Accountability Act of 1996 (42

U.S.C. § 1320(d) ("HIPAA")). The Parties acknowledge that federal regulations set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH Act") relating to the confidentiality, integrity and accessibility of individually identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require Covered Entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 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"). The Privacy Rule and Security Rule are collectively referred to herein as the "Privacy and Security Standards". The Privacy and Security Standards require a Covered Entity to ensure that those who receive, access, store, or transmit confidential information in the course of providing services on behalf of a Covered Entity 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.

Juvenile records are expressly made confidential by law. All Residents/Fellows participating in a Resident/Fellow Rotation at FACILITY shall maintain strict confidentiality of all information and records relating to the children and families served under this Agreement and shall not re-disclose such information except as required to perform the services described herein, or as may be permitted or required by law.

- G. Texas Public Information Act. The Parties acknowledge that JPS and COUNTY are governmental bodies under Chapter 552 of the Texas Government Code, commonly referred to as the Texas Public Information Act ("TPIA"), and thereby acknowledge that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request and each Party hereby assumes full responsibility for challenging any requests for information it considers confidential under the TPIA. Each Party agrees to notify the other Party of any TPIA requests that seek disclosure of potentially confidential information under this Agreement; however, failure to notify by JPS or by COUNTY (as applicable) shall not be deemed a material breach of this Agreement.
- H. Intentionally omitted.
- I. Intentionally omitted.
- J. Intentionally omitted.
- K. Intentionally omitted.
- L. Governing Law and Venue. This Agreement 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 Agreement 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.

- M. Notices. All notices provided for by this Agreement 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 for 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, unless actually received sooner by mail.

FACILITY:	JPS:
Tarrant County Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	Tarrant County Hospital District d/b/a JPS Health Network Attn: Academic Affairs 1500 South Main Street Fort Worth, Texas 76104

N. Miscellaneous.

1. Use of Name: Advertising. Neither Party shall use the other's corporate or business name, trade mark, service mark or logo, or any identifier which is reasonably likely to suggest that the two Parties are related, without first obtaining the written consent of the other Party.
2. Non-Assignment and Subcontracting. Neither Party shall assign, transfer or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other Party.
3. Entire Agreement. This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may be modified only by a writing signed by both Parties.
4. Severability. Should any part, term, or provision of this Agreement 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.
5. Waiver. The failure of either 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 either Party, whether written or oral, expressed or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of this Agreement unless specifically agreed in writing.
6. Attorney's Fees and Court Costs. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, each Party shall be individually responsible for its own court costs and attorney's fees.
7. Relationship of the Parties. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the Parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture between the Parties. Neither Party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.



8. Parties Affected. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the Parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any Party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any Party hereto.
9. Subject Headings. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
10. Binding Agreement. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
11. Modification. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.
12. 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, from acts of God, pandemics/epidemics, civil or military authority, labor disputes, or any similar cause beyond the reasonable control of the Parties.
13. 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.
14. No Waiver of Immunity. JPS is a political subdivision of the State of Texas and under the constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as granted to it under the constitution and laws of the State of Texas. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to be nor shall it be construed to be a waiver of the sovereign immunity of the State of Texas, or the governmental immunity of JPS as a political subdivision thereof, nor a prospective waiver or restriction of any rights, remedies, claims and privileges of the State of Texas, or JPS as a political subdivision thereof.
15. Compliance with Laws. In providing the services required by this Agreement, JPS 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 statute and regulations, and non-discrimination laws and regulations. JPS shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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Signatures on following page.*

JPS:  
Tarrant County Hospital District  
d/b/a JPS Health Network  
d/b/a John Peter Smith Hospital

By: [Signature]  
Name: Daniel Casey, MD  
Title: JPS Program Director  
Date: 4/25/23

By: \_\_\_\_\_  
Name: Tricia C. Elliott, MD, FAAFP  
Title: Designated Institutional Official  
Date: \_\_\_\_\_

COUNTY:  
Tarrant County, on behalf of Tarrant County  
Juvenile Services

By: \_\_\_\_\_  
Name: Tim O'Hare  
Title: County Judge  
Date: \_\_\_\_\_

By: [Signature]  
Name: Jeanine Ratliff, MD  
Title: Facility Educational Supervisor  
Date: 4/25/23

By: [Signature]  
Name: Jarreau K. Grant  
Title: Deputy Assistant Director  
Date: 4/21/23

By: [Signature]  
Name: Bennie Medlin  
Title: Director  
Date: 4/20/23

By: [Signature]  
Name: Susan McCoy  
Title: Juvenile Board Chairman  
Date: 4/19/2023

APPROVED AS TO FORM:

[Signature]

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”**

### **Tarrant County Juvenile Detention Center Clinic**

PGY 1, PGY 2, PGY 3, & PGY 4

Rotation Director/Contact: Dr. Ratliff

#### **Description of the Rotation**

The rotation is a 2-4 week rotation as part of the pediatric rotation. Dr. Ratliff and Dr. Sexton are your points of contact. The rotation consists of adolescent encounters (sick and follow-up visits) in the Tarrant County Juvenile Detention Center. The rotation occurs in an outpatient context. This rotation is designed to increase skills in primary care management of pediatric care across the spectrum. Residents will have opportunities to learn about adolescent care and development, pediatric sick care, coordination of care with outside facilities, coordination of care with the justice system, and other clinic based skills.

#### **Orientation**

There is no official orientation.

#### **Structure and Call Schedule**

The clinic occurs one half day per week between the hours of 8 am and 5 pm.

#### **Supervision**

The clinic does not fit under the primary care exception. As such, faculty are required to see every patient. The intern/resident will work off of the faculty schedule.

#### **Curriculum Materials**

During the rotation, UpToDate, Nelson’s Textbook of Pediatrics, the AAP, the AAFP and Harriet Lane are likely to be utilized. Additionally, reference articles are listed on the S drive under the folder FM pedi.

#### **Evaluation**

Evaluation will be completed by Dr. Ratliff, Dr. Nambiar, Dr. Acosta, or Dr. Sexton at the end of rotation. Evaluation will be based on thoroughness of history/physical, professionalism, ethics, follow-up on labs, and feedback from other faculty.

#### **Goals and Objectives**

The goals and objectives of this rotation are designed to further the residents’ development of competency in the following six areas:

- I. Patient Care
- II. Medical Knowledge
- III. Practice-Based Learning and Improvement
- IV. Interpersonal and Communication Skills
- V. Professionalism
- VI. Systems-Based Practice

**Goal:** The goal of the pediatric clinic rotation is to provide a broad pediatric experience for interns/residents encompassing the general aspects of both well and sick care of the pediatric patient.

**Objectives:**

**1. Patient Care**

- Improve physical exam skills
- Learn novel approaches to the adolescent exam

**2. Medical Knowledge**

- Improve skills in and knowledge of common adolescent issues in primary care as well as the importance of pediatric well care.
- Identify when to refer to specialty care

**3. Practice-Based Learning and Improvement**

- Identify gaps in knowledge related to pediatric health care
- Increase knowledge in identified areas through faculty education and consulting literature

**4. Interpersonal and Communication Skills**

- Increase skills in medical communication, including active listening skills, agenda setting, and accurate diagnostic interviewing.
- Increase skills to communicate effectively with patient, a patient's family and be able to ascertain the concern/problem when the patient does not speak

**5. Professionalism**

- Identify personal barriers to work with challenging patient encounters, including cross-cultural encounters.
- Obtain translators appropriate to patient needs
- Complete medical records and billing within accordance to JPS requirements
- Be on time to clinic

**6. Systems-Based Practice**

- Increase knowledge of community resources for parents and children
- Understand the role of various health professionals within the treatment team and work harmoniously with them.