

<p style="text-align: center;">Program Letter of Agreement between Medical City of Fort Worth Graduate Medical Education Family Medicine Residency and Family Medicine/Osteopathic Neuromuscular Medicine Programs and Tarrant County</p>
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This document serves as an Agreement between the Medical City of Fort Worth Family Medicine programs and Tarrant County on behalf of Tarrant County Public Health involved in Graduate Medical Education of medical residents/fellows. This Agreement is effective when fully executed, and will remain in effect for 10 years, or until updated, changed, or terminated by the Family Medicine Program and Tarrant County Public Health. Any modifications or changes to this agreement must be in writing and signed by all parties. This agreement may be canceled by either party upon written notice to the other party 90 days prior to termination.

I. Persons Responsible for Education and Supervision

- a. At Medical City of Fort Worth: Dr. James Aston
- b. At Tarrant County Public Health
 - i. Kenton K. Murthy, DO, MS, MPH, AAHIVS
 - ii. Catherine A. Colquitt, MD, AAHIVS
- c. The above listed individuals are responsible for the education, supervision, and evaluation of the residents/fellows while rotating at Tarrant County Public Health. If this responsibility is assumed by another individual, the program director will receive prior notification in writing for approval of the successor.

II. Responsibilities

- a. The faculty at Tarrant County Public Health Office must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment. Residents are expected to complete confidential faculty evaluations upon completion of the assignment.
- b. It is understood that Medical City of Fort Worth, as the institutional sponsor of the training program, continues to have responsibility for the quality of this educational experience and must retain authority over the residents' activities. Medical City of Fort Worth has the right to conduct an on-site review of the training policies and practices relevant to this training. The Medical City of Fort Worth Family Medicine program will support faculty appointments for Tarrant County Public Health faculty in accordance with the policies and procedures of Medical City of Fort Worth.
- c. Medical City of Fort Worth and its residents must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Medical City of Fort Worth and its residents shall be

responsible for ensuring compliance with an laws and regulations applicable to its business, including maintain any necessary license and/or permits.

III. Content and Duration of the Education

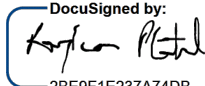
- a. The content of the educational experiences has been developed according to ACGME Residency Program Requirements.
- b. The educational purpose of this rotation is to teach and learn public and population health. The goals and objectives for this rotation are available attached to this document.
- c. Residents will rotate in 4-week blocks, as scheduled by the program director and on-site coordinator. Prior notice, when possible, will be made for any changes in these rotations.

IV. Policies and Procedures that Govern Resident Education

- a. The Residents will be under the general direction of Medical City of Fort Worth Graduate Medical Education Committee's GME policies, the Medical City of Fort Worth House Staff Policies and Procedures Manual, which is incorporated by reference, and the site-specific policies for Cook Children's Medical Center.
- b. The source of funds for the resident's salary will be specified in his/her contract with Medical City of Fort Worth. Medical City of Fort Worth will provide professional liability indemnity coverage under a self-insurance plan for its salaried residents rendering services under this agreement. Residents working at Cook Children's Medical Center are immune from individual liability. Protection is provided by the Federal Government under the Federal Tort Claims Act. For general liability, Medical City of Fort Worth and its employees are governed by the applicable provisions of the Tort Claims Act, as provided in the Texas Civil Practice and Remedies Code.
- c. In event of injury, Medical City of Fort Worth maintains workman's compensation coverage for all employees, including residents. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the resident will have access to medical evaluation and post-exposure prophylaxis through the following mechanism: report directly to HCA Medical City and employee health nurse.
- d. Other benefits and rights of the resident are addressed in the Medical City of Fort Worth Staff Policies and Procedures Manual, which is incorporated by reference, and the Medical City of Fort Worth GME Policies and Procedures.
- e. This training will be in compliance with the requirements for duty hours and resident supervision requirements of the Accreditation Council for Graduate Medical Education.
- f. The Local Director at Tarrant County Public Health shall have the right to require Medical City of Fort Worth to remove resident physicians from this rotation with or without cause.
- g. Residents shall cooperate in the prompt preparation of documentation of all examinations, procedures and other professional services performed by them

at the training site in accordance with local regulations and bylaws. The ownership and right of control of all reports, records, and supporting documents prepared in connection with this belong to the Cook Children's Office

Medical City of Fort Worth

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7/20/2023

Signature

Date

Raylene Platel,
Designated Institutional Official

Tarrant County Public Health

Signature

Date

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



7.19.2023

Signature

Date

James Aston, DO
Program Director

07252023

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.

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:

Program Letter of Agreement between Medical City of Fort Worth Graduate Medical Education Family Medicine Residency and Family Medicine/Osteopathic Neuromuscular Medicine Programs and Tarrant County

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).

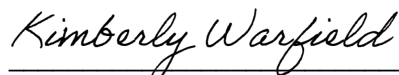
Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm 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):

 X 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:



Signature of Certifying Person

Kimberly Warfield

Printed Name of Certifying Person

Program Coordinator

Title of Certifying Person

HCA Medical City Fort Worth

Name of Vendor Company

07/07/2023

Date Certified