

AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON,
THE GALVESTON COUNTY CHILDREN'S SERVICES BOARD, AND GALVESTON
COUNTY FOR SERVICES TO BE PROVIDED FOR THE TEXAS DEPARTMENT OF
FAMILY AND PROTECTIVE SERVICES

This Agreement is entered Into pursuant to Texas Family Code, Chapter 264, by and between The **University of Texas** Medical Branch at Galveston ("UTMB"), an institution of The University of Texas System which is an agency of the State of Texas, on behalf of its Department of Pediatrics, **The Galveston County Children's Services Board** ("Board"), acting on behalf of the Texas Department of Family and Protective Services ("CPS"), and **Galveston County** ("County"), the Board's financial conduit for this Agreement.

RECITALS

WHEREAS, Board is authorized by Texas Family Code§ 264.005(d) to provide coordinated state and local public welfare services for children and their families on behalf of CPS; and

WHEREAS, Board desires the professional services of a UTMB Physician Assistant ("PA") or Pediatric Nurse Practitioner ("PNP"), and a Program Coordinator as designated by UTMB, to assist the Board in addressing such health care needs of CPS clientele as described herein; and

WHEREAS, Board desires to pay for said professional services for the children of Galveston County utilizing funds provided by County; and

WHEREAS, UTMB desires to provide the professional services described herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, UTMB, Board and County (collectively, the "Parties") agree as follows:

I. RESPONSIBILITIES OF UTMB

1.1 Services Provided. UTMB shall provide a PA/PNP and a Program Coordinator, as designated by UTMB, from UTMB's Department of Pediatrics to perform the services contained in Exhibit A, entitled "Services Provided", attached hereto and incorporated herein for all purposes.

1.2 Availability. UTMB shall provide the services of a PA/PNP and a Program Coordinator in accordance with the terms and conditions provided in Exhibit B, entitled "Availability", attached hereto and incorporated herein for all purposes.

1.3 Reporting. UTMB will report on a monthly basis to CPS, Board, and County's Director of Professional Services as provided in Exhibit A, Item (j).

1.4 Financial Recordkeeping. UTMB shall maintain all necessary financial records to support the expenditure of all funds paid by Board utilizing County funds pursuant to Section III of this Agreement.

1.4.1 The Board, through the offices of the Galveston County Auditor, shall have the unfettered right to audit these financial records for up to three (3) years after the expiration or early termination of the initial term of this Agreement. In addition, should this Agreement be renewed on an annual basis as provided in Article 4.14 below, the Galveston County Auditor shall have the unfettered right to audit these financial records for up to three (3) years after the expiration or early termination of each annual renewal period.

1.4.2 Upon written request, UTMB shall make these financial records available for examination by the Galveston County Auditor at either UTMB's primary business location or any other location in Galveston County that is mutually agreeable to the parties. The County Auditor may receive copies of any records he deems necessary immediately upon request and at no cost to Board or to County.

1.4.3 UTMB shall respond to any discrepancies noted by the Galveston County Auditor in its examination of these financial records within ninety (90) days of receiving written notice of such discrepancies. UTMB and the Galveston County Auditor will work together in an attempt to resolve such discrepancies.

II. RESPONSIBILITIES OF CPS

2.1 Consent for Examination and Treatment. Although it is not a signatory to this Agreement, in accordance with the authority granted Board pursuant to Texas Family Code §264.005(d), the Parties anticipate that CPS shall provide or obtain any legal consent in writing necessary to; conduct a physical examination and diagnostic assessment of a child's medical problem; grant UTMB access to information found in CPS's records; allow children or their parents, guardians, or family members to be interviewed by UTMB for the purpose of obtaining a medical or forensic history; and allow UTMB to share any information obtained during such assessments and/or interviews with CPS representatives. In the event CPS cannot provide or obtain consent, the Parties acknowledge a child may be treated by UTMB pursuant to Chapter 264 of the Texas Family Code or other applicable state law.

2.2 Notice of Meetings. The parties also anticipate that CPS will give UTMB reasonable notice of all meetings, consultations, training sessions, orientation sessions, workshops, or any other events requiring the presence of a representative of UTMB.

2.3 Payment. The Board, utilizing County funds, shall compensate UTMB as provided in Section III of this Agreement.

III. TERMS FOR PAYMENT

3.1 Compensation.

3.1.1 Salary and Benefits Portion. The Board shall compensate UTMB:

(a) seventy percent (70%) of the PA/PNP's salary and benefits.

That amount, ONE HUNDRED TEN THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND NO CENTS (\$110,431.00) shall be payable in twelve (12) equal installments of NINE THOUSAND TWO HUNDRED TWO DOLLARS AND FIFTY-EIGHT CENTS (\$9,202.58) per month commencing October 1, 2024.

(b) twenty percent (20%) of the Program Coordinator of the salary and benefits. That amount, SEVENTEEN THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS AND NO CENTS (\$17,846.00), shall be payable in twelve (12) equal installments of ONE THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTEEN CENTS (\$1,487.16) per month commencing October 1, 2024.

3.1.2 Maintenance & Operations and Overhead Portion. In addition to the Salary and Benefits described In Article 3.1.1 above, Board shall provide UTMB FORTY THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$40,723.00) for Maintenance & Operations and Overhead Costs. This payment will be paid in twelve (12) equal installments of THREE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FIFTY-EIGHT CENTS (\$3,393.58) per month commencing October 1, 2024.

3.1.3 Maintenance & Operations and Overhead Costs. The Maintenance & Operations and Overhead described in Section 3.1.2 above shall be used to pay:

(a) meeting registration and travel expenses of the PA/PNP for continuing education, and

(b) overhead expenses (e.g. UTMB Human Resources, Legal Affairs, Finance Management)

3.1.4 Total. The total amount of compensation to be received per year by UTMB shall not exceed ONE HUNDRED SIXTY-NINE THOUSAND, DOLLARS AND NO CENTS (\$169,000.00).

3.2 CPS, Board and County shall not be invoiced or billed for any services rendered by UTMB as all medical provider bills owed by CPS or Board for all services provided under this Agreement are included and covered by the payments set forth in Articles 3.1.1 and 3.1.2 above. Further, UTMB shall not bill any third-party payor, including Medicaid, for the services it provides under this Agreement, and CPS, Board and/or County shall be entitled to bill any such third-party payors for services provided by UTMB under this Agreement as allowed by law.

IV. MUTUAL AGREEMENTS

4.1 Indemnification.

4.1.1 To the extent authorized by the Constitution and laws of the State of Texas, Board, to the extent it can bind CPS pursuant to Texas Family Code §264.005(d), and County agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, and their respective officers,

employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death or property damage resulting from the acts or omissions of CPS, Board, or County or resulting from the acts or omissions of others under the supervision or control of CPS, Board or County.

4.1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold CPS, Board, County, and their respective officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB, UTMB's PA/PNP, Program Coordinator, or the acts or omissions of others under UTMB's supervision or control.

4.2 Self-Insurance. As an agency of the State of Texas, liability for the tortious conduct of all other agents and employees of UTMB, including house staff, is provided for solely by the provisions of Chapters 101, 104, and 108 of the Texas Civil Practice and Remedies Code. As a governmental unit established pursuant to Chapter 264 of the Texas Family Code, Board's liability for its tortious conduct as well as the tortious conduct of its agents and employees is provided solely by the provisions of Chapter 101 of the Texas Civil Practice and Remedies Code. As a political subdivision of the State of Texas, County's liability for its tortious conduct as well as the tortious conduct of its agents and employees is similarly provided solely by the provisions of Chapter 101 of the Texas Civil Practice and Remedies Code. All parties are self-insured.

4.3 Force Majeure. No party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by an Act of God, material or labor restrictions imposed by any governmental authority, civil riot, flood, hurricane, or other natural disaster, or any other cause not reasonably within the control of the party failing to perform.

4.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. No agreements, amendments, or modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by Parties.

4.5 Governing Law. Venue. Board and UTMB agree that this Agreement shall be construed in accordance with the Constitution and laws of the State of Texas and venue shall lie in Galveston County.

4.6 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances shall remain valid and enforceable.

4.7 Nondiscrimination. The Parties agree that in the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and that the Parties shall comply with all applicable requirements of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Executive Order 11246, the Vietnam

Era Veterans' Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws, and executive orders as applicable.

4.8 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice:

UTMB: Jamie D. Bailey
Executive Vice President,
Chief Financial Officer
The University of Texas Medical Branch at Galveston
301 University Boulevard
Galveston, TX 77555-0128

Cc: Sanjeev Tuli, M.D., M.Ed., F.A.A.P.
Chair, UTMB Department of Pediatrics
John Sealy Distinguished Chair and Professor
301 University Boulevard
Galveston, TX 77555-0351

Board: Charity Eames
Board Chair
The Galveston County Children's Services Board
722 Moody Ave., 3rd Floor
Galveston, TX 77550

County: Mark Henry
County Judge
Galveston County Courthouse
722 Moody Ave., 2nd Floor
Galveston, TX 77550

4.9 Termination. Any Party may terminate this Agreement for any reason or no reason or for convenience by giving the other Parties thirty (30) days prior written notice of such intent to terminate.

4.10 Waiver. The waiver by a Party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

4.11 Compliance. The Parties shall at all times comply with all applicable ordinances, laws, rules, and regulations of local, state, and federal governments, or any political subdivision of agency, authority, or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to either Party.

4.12 Headings. Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.

4.13 Independent Contractor. Each Party is acting herein as an Independent contractor. Except to the extent that Board is an entity of CPS as permitted by Texas Family Code §264.005(d), nothing contained herein shall constitute or designate any Party or their employees or agents to act on behalf of any other Party.

4.14 Effective Dates. This initial term of this Agreement shall become effective October 1, 2024, regardless of the date of execution and, unless terminated sooner as provided in Article 4.9 above, shall remain in effect until September 30, 2025. This Agreement may be extended annually by a letter of extension signed by the Parties. Such letter or extension must include the amount of funds budgeted by Board in support of each renewal term.

V. HIPAA

5.1 Acknowledgment of HIPAA Obligation. To the extent UTMB comes into contact with information considered Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320(d), ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and any pertinent regulations issued by the Department of Health and Human Services ("HHS"), Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information") as regulated by HHS through the adoption of standards, 45 C.F.R. Parts 160 and 164 (Privacy Rule) and 45 C.F.R. Parts 160, 162 and 164 (Security Rule), (collectively, "the HIPAA Rules"), UTMB agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

5.2 UTMB agrees to use and disclose Protected Information only as required to perform the services outlined in this Agreement. UTMB may use and disclose Protected Information for the proper management and administration of UTMB's operations and for data aggregation services to the extent permitted by the HIPAA Rules.

5.3 UTMB will not use or further disclose Protected Information other than as permitted or required under this Agreement or by law.

5.4 UTMB will use appropriate safeguards to prevent the use or disclosure of Protected Information for any reason other than as provided by this Agreement. UTMB shall Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, Integrity, and availability of any Electronic Protected Information UTMB creates, receives, maintains, or transmits on behalf of CPS or The Galveston County Children's Services Board.

5.5 UTMB agrees to promptly notify CPS and Board of any use or disclosure of Protected Information not provided for in this Agreement of which UTMB becomes aware. UTMB shall report to CPS and Board any instances, including security incidents, of which it is aware in which Protected Information Is used or disclosed for a purpose that Is not otherwise provided for by this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

5.6 UTMB shall require any agents or subcontractors who receive Protected

Information to be bound by the same restrictions and conditions outlined in this Agreement. Additionally, UTMB shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, Integrity, and availability of Electronic Protected Information that UTMB creates, receives, maintains, or transmits on behalf of CPS or Board.

5.7 To the extent it is determined UTMB maintains a Designated Record Set, UTMB agrees to follow 45 C.F.R. §§ 164.524 (Access of Individuals to Protected Health Information (PHI)), 164.526 (Amendment of PHI), and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Rules.

5.8 UTMB agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from CPS or Board available to the Secretary of Health and Human Services or the Secretary's designee for the purpose of determining CPS and Board's compliance with the HIPAA Privacy Regulations.

5.9 After termination of this Agreement, UTMB agrees to return or destroy all Protected Information if feasible, and, if not feasible, UTMB agrees to continue to protect the Protected Information from wrongful use and disclosure.

5.10 UTMB understands that Board, on its own initiative or at the request of CPS, may terminate this Agreement immediately if CPS or Board determines UTMB violated a material term, of this Agreement and UTMB's actions are not successful in remedying the breach. If termination is not feasible, Board on its own initiative or at the request of CPS may report the problem to the Secretary of Health and Human Services.

5.11 UTMB may use and disclose de-identified Protected Information If the use is disclosed to CPS or Board and CPS advises Board and UTMB it approves of the use of the de-identified Protected Information, and the Protected Information is de-identified in compliance with the HIPAA Rules.

5.12 UTMB shall ensure that all uses and disclosures of Protected Information are subject to the principle of "minimum necessary use and disclosure,"- i.e., that only Protected Information that is the minimum necessary to accomplish the intended purpose of the use or disclosure is used or disclosed.

5.13 UTMB understands that Board has no way of accessing PHI save through the Texas Department of Family and Protective Services ("CPS") in an executive session as provided for in Section 264.005(g) of the Texas Family Code.

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EXECUTED EFFECTIVE on the 1st day of October 2024, regardless of the date of execution.

The Galveston County
Children's Services Board

The University of Texas
Medical Branch at Galveston

Charity Eames
Board Chair

Jamie D. Bailey, Executive Vice President
& Chief Financial Officer

Date: _____

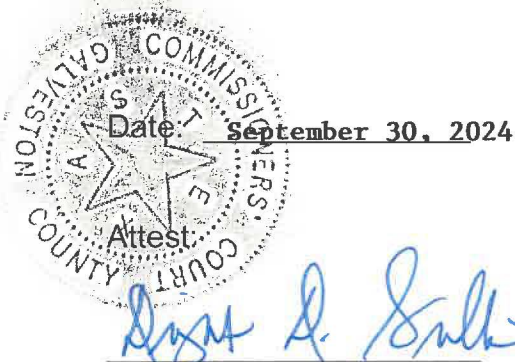
Date: _____

Galveston County

Mark Henry
County Judge

Charles P. Mouton, MD, MS, MBA
Executive Vice President,
Provost and Dean, School of Medicine

Date: _____



Dwight D. Sullivan
County Clerk

Sanjeev Tuli, M.D., M. Ed., F.A.A.P.
Professor and Chair, UTMB John Sealy
School of Medicine,
John Sealy Distinguished Chair

Date: _____

EXHIBIT A
SERVICES PROVIDED

Services to be provided by the PA/PNP to Board as an entity of CPS in Galveston County and the children of Galveston County are as follows:

- (a) Provide or assist with child abuse forensic medical evaluations during the three and one-half days of Child Protective Clinic times at either the UTMB ABC Center or the medical facility at the Advocacy Center for Children of Galveston County to facilitate, coordinate, and standardize the work of faculty, residents, nurses, UTMB social workers, and CPS case workers.
- (b) Prepare supplies and equipment, including the use of a colposcope for photographs.
- (c) Assure that cultures and other laboratory studies are handled correctly.
- (d) Assure that UTMB ABC Center child abuse protocols are filled out correctly and reporting letters are submitted in a timely fashion to the police and CPS.
- (e) Meet weekly with the Multidisciplinary Case Review Team of the Advocacy Center for Children of Galveston County to review cases seen at UTMB, discuss policies and procedures, and plan educational interventions.
- (f) Testify in court, when called, as to the presence or absence of medical findings.
- (g) Participate with professionals and community agencies to assure safe, timely, and complete evaluation of child abuse cases at UTMB.
- (h) Assist medical personnel in the evaluation of CPS cases that are sent to UTMB during times that the UTMB ABC Center is not officially in session when time is available in the schedule.
- (i) Any member of the Multi-disciplinary (MDT) Team (DFPS, law enforcement, prosecutors, etc.) may refer a child for an examination by the nurse practitioner. The nurse practitioner and/or supervising physician are present at MDT case review meetings and share the necessary information. Acute sexual assault cases should go to the UTMB Emergency Room for a sexual assault forensic examination.
- (j) Send monthly reports to CPS, Board, and County's Child Welfare Coordinator containing information detailing the number of children seen, type of abuse noted (physical or sexual), and type of exam each patient was given. At the end of the contract year, the PA/PNP will send a final report to CPS, Board, and County's Child Welfare Coordinator (froy.arcega@co.galveston.tx.us)
- (k) Program Coordinator assists with preparation of immunization records, services as custodian of medical photographs, response to requests from CASA volunteers, and scheduling patients for evaluation and other related communications with CPS staff.

EXHIBIT B
AVAILABILITY

For three and one-half days per week (Monday through Friday) devoted to CPS pursuant to this Agreement, the hours of the PA/PNP per week are to be divided as follows:

- (a) Three and one-half days per week at the ABC Center operated by UTMB's Children's Hospital at The Primary Care Pavilion, conducting the following Primary Activities: performing forensic medical evaluations, meeting with the Multidisciplinary Case Review Team of the Advocacy Center for Children of Galveston County, and conducting patient follow-up activities, chart reviews, phone calls, or making presentations at court.
- (b) Should the PA/PNP employed under this Agreement resign or be terminated, the ABC Clinic Medical Director/Faculty Physician in charge of supervising the PA/PNP will continue to provide the services described in Exhibit A, Services Provided, items (d)-(g) of this Agreement, pending the recruitment of a replacement PA/PNP.

In exchange, The Galveston County Children's Services Board shall continue to compensate UTMB both the Salary and Benefits Portion of the PA/PNP of NINE THOUSAND TWO HUNDRED TWO DOLLARS AND FIFTY-EIGHT CENTS (\$9,202.58) per month and the Program Coordinator of ONE THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTEEN CENTS (\$1,487.16) per month and the Maintenance & Operations and Overhead Portion of THREE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FIFTY-EIGHT CENTS (\$3,393.58) per month, as provided in Section III of this Agreement.