

# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT SPECIAL MEETING

722 Moody County Courthouse Galveston, TX 77550 (409) 766-2244

**AGENDA** 

Mark Henry County Judge Darrell Apffel Commissioner, Precinct 1 Joe Giusti Commissioner, Precinct 2 Hank Dugie Commissioner, Precinct 3 Robin Armstrong, MD Commissioner, Precinct 4

Friday, July 11, 2025

3:30 PM

**CALDER MEETING LOCATION** 

### 174 Calder Rd., Room 100 League City, Texas 77573 SPECIAL MEETING

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

### Call to Order

### **Public Comment**

### **Consent Agenda**

- \*1. Consideration of the appointment of Dr. Billie Shine, as a Deputy Medical Examiner for the Galveston County Medical Examiner's Office submitted by Legal Services Manager
- \*2. Consideration of the appointment of Dr. Jamie Kendrick, as a Deputy Medical Examiner for the Galveston County Medical Examiner's Office submitted by Legal Services Manager
- \*3. Consideration of Health Services Agreement-Inmate Care with Galveston County and The University of Texas Medical Branch at Galveston dba UTMB Health submitted by Legal Service Manager
- \*4. Consideration of an Interlocal Agreement to Provide Inmate Medical Services between The University of Texas Medical Branch at Galveston and Galveston County submitted by Legal Services Manager

### Adjourn

### **Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

### **Executive Sessions**

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

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## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

722 Moody County Courthouse Galveston, TX 77550 (409) 766-2244

\*1.

Consideration of the appointment of Dr. Billie Shine, as a Deputy Medical Examiner for the Galveston County Medical Examiner's Office submitted by Legal Services Manager

### **Approval History**

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/8/25 12:29 pm

### MEDICAL EXAMINER OFFICE GALVESTON COUNTY

1205 OAK ST. T: 409-770-5236

Erin Barnhart, M.D. Chief Medical Examiner



La Marque, Texas 77568 F: 409-770-5239

Monica Patel, D.O. Deputy Medical Examiner

June 23, 2025

Galveston County Commissioners Court 722 Moody Galveston, Texas 77550

Re: Requesting appointment of Dr. Billie Shine as Deputy Medical Examiner

Dear Members of the Court,

I am requesting that the Commissioners' Court approve the appointment of Billie Shine, D.O.as a Deputy Medical Examiner at the University of Texas Medical Branch/Galveston County Medical Examiner's Office. This appointment is requested to assist Autopsy Services at the University of Texas Medical Branch when a death occurs that meets the criteria set forth in the Texas Criminal Code 49.25.

Dr. Shine is a well-trained pathologist, board-certified in Anatomic Pathology, Clinical Pathology and Surgical Pathology by the American Board of Pathology. She has an active Texas Medical License. A copy of Dr. Shine's Curriculum Vitae and proof of Medical Licensure by the Texas Medical Board have been provided.

Sincerely,

Erin A. Barnhart, M.D., Chief Medical Examiner

Galveston County

Enclosures

**UPDATED:** 5/21/2025

### **CURRICULUM VITAE**

NAME: Billie Shine, D.O.

### PRESENT POSITION AND ADDRESS:

July 1, 2025 – Assistant Professor, Dept. of Pathology

University of Texas Medical Branch (UTMB), Galveston, TX

July 1, 2024 – June 30, 2025 Fellow, Surgical Pathology, Dept. of Pathology

University of Texas Medical Branch (UTMB), Galveston, TX

June 16, 2020 – June 30, 2024 Resident, Anatomic and Clinical Pathology, Dept. of Pathology

University of Texas Medical Branch (UTMB), Galveston, TX

BIOGRAPHICAL: DOB: 01/21/1992

Place of Birth: Houston, TX

Citizenship: US Cell: 713-302-1317

Email: bishine@utmb.edu

**EDUCATION:** 

May 2016-2020 Doctor of Osteopathic Medicine

Lake Erie College of Osteopathic Medicine at Seton Hill, Greensburg, PA

May 2015-2016 Master of Science, Biomedical Science

University of Texas Health Science Center, Fort Worth, TX

May 2010-2014 Bachelor of Science, Biomedical Science

Tarleton State University, Stephenville, TX

### **BOARD CERTIFICATION:**

COMLEX Level 1, May 2018

COMLEX Level 2 PE, May 2019

COMLEX Level 2 CE, June 2019

COMLEX Level 3, August 2020

Texas Medical Board, Licensed Physician (since 2024)

### MEMBERSHIP IN SCIENTIFIC SOCIETIES/PROFESSIONAL ORGANIZATIONS:

2021 – Present College of American Pathologists

2021 – Present Texas Society of Pathology

2020 – Present American Society of Clinical Pathology

2017 – Present American Osteopathic College of Pathologists

### **PUBLICATIONS/PROJECTS:**

Nielsen MC, Peterson JM, Shine B, Hornak JP, Esechie A, Bhatt S, Desai K, Dabi A, Felicella MM, Ren P. A Fatal Fungal Infection: Cryptococcus gattii (VGI) Meningitis in Texas. Open Forum Infect Dis. 2022 May 9;9(7):ofac236. doi: 10.1093/ofid/ofac236. PMID: 35854998; PMCID: PMC9277648.

Fernandez VJ, Peterson JM, Shine B, Young P, Al-Saadi Y, et al. A rare case of heterotopic gastric mucosa of the rectum with complete intestinal metaplasia highlighting the utility of molecular microsatellite testing in diagnostic corroboration. Open J Clin Med Images. 2022; 2(2): 1071.

Shine B, Alvarez Moreno JC, Coblens O, Qiu S, Clement CG. Laryngeal Sarcomatoid Carcinoma With Rhabdomyoblastic Differentiation: A Potential Pitfall for Misdiagnosis As Rhabdomyosarcoma. Cureus. 2023 Jun 26; 15(6):e40990. doi: 10.7759/cureus.40990. PMID: 37503471; PMCID: PMC10371033.

Dossani H A, Irshad O M, Ibrahim B, Shine B, Mallick J, Saleem A. A Rare Case of Eccrine Carcinoma Demonstrating Intracranial Invasion in a Patient With Advanced Hepatocellular Carcinoma. Cureus 2024 July 3; 16(7): e63760. doi:10.7759/cureus.63760. PMID: 39100054 PMCID: PMC11296561

### TEXAS MEDICAL BOARD

**BILLIE MICHELE SHINE, DO** 

LICENSE NUMBER V3962

AUTHORIZED FOR OFFICE BASED ANESTHESIA **No** 

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EXPIRATION DATE **11/30/2026** 

### **PHYSICIAN LICENSE**

PLEASE VISIT WWW.TMB.STATE.TX.US TO VIEW THE CURRENT STATUS OF THIS LICENSEE

This certifies that the licensee/permit holder named and numbered hereon has provided this board the information required and has paid the fee for registration for the period indicated above. Please keep this board notified of change of address.



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

722 Moody County Courthouse Galveston, TX 77550 (409) 766-2244

**\*2.** 

Consideration of the appointment of Dr. Jamie Kendrick, as a Deputy Medical Examiner for the Galveston County Medical Examiner's Office submitted by Legal Services Manager

### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/8/25 12:32 pm

### MEDICAL EXAMINER OFFICE GALVESTON COUNTY

1205 OAK ST. T: 409-770-5236

Erin Barnhart, M.D. Chief Medical Examiner



La Marque, Texas 77568 F: 409-770-5239

Monica Patel, D.O. Deputy Medical Examiner

July 7, 2025

Galveston County Commissioners Court 722 Moody Galveston, Texas 77550

Re: Requesting appointment of Dr. Jamie Kendrick as Deputy Medical Examiner

Dear Members of the Court,

I am requesting that the Commissioners' Court approve the appointment of Jamie Kendrick, M.D., as a Deputy Medical Examiner at the University of Texas Medical Branch/Galveston County Medical Examiner's Office. This appointment is requested to assist Autopsy Services at the University of Texas Medical Branch when a death occurs that meets the criteria set forth in the Texas Criminal Code 49.25.

Dr. Kendrick is a well-trained forensic pathologist, board-certified in Anatomic Pathology, Clinical Pathology and board eligible in Forensic Pathology by the American Board of Pathology. She has an active Texas Medical License. A copy of Dr. Kendrick's Curriculum Vitae and proof of Medical Licensure by the Texas Medical Board have been provided.

Sincerely,

Erin A. Barnhart, M.D., Chief Medical Examiner

Galveston County

**Enclosures** 



Working together to work wonders."

NAME: Jamie Kendrick, MD

**UPDATED:** 6/30/2025

PRESENT POSITION AND ADDRESS:

Beginning July 21st, 2025

Assistant Professor, Department of Pathology

University of Texas Medical Branch

301 University Boulevard, Galveston, TX 77555

**BIOGRAPHICAL:** 

DOB: 04-26-1994

Place of Birth: Hurst, TX Citizenship: United States

**EDUCATION AND POSTGRADUATE TRAINING:** 

July 2024 – June 2025

Fellow, Forensic Pathology - Miami-Dade County Medical

Examiner Department, Miami, FL

July 2022 - July 2023

Chief Resident, PGY-3, Anatomic and Clinical Pathology,

Department of Pathology - UTMB, Galveston, TX

June 2020 - June 2024

Resident, Anatomic and Clinical Pathology, Department of

Pathology - UTMB, Galveston, TX

August 2016 - May 2020

Doctor of Medicine – UTMB John Sealy School of Medicine,

Galveston, TX

August 2012 - May 2016

Bachelor of Science, Biology - Louisiana State University,

Baton Rouge, Louisiana

Bachelor of Science, Coastal Environmental Science -Louisiana State University, Baton Rouge, Louisiana

### LICENSURE AND BOARD CERTIFICATIONS:

Texas Board of Medicine Florida Board of Medicine American Board of Pathology License No. V9038 License No. ME166157

Anatomic and Clinical: June 8th, 2024

Forensic Pathology: Examination Scheduled - September 2025

#### FURTHER CLINICAL AND EMPLOYMENT EXPERIENCE:

July – August 2022 Advanced Autopsy Elective: Piloted development of a new

elective with focus on advanced dissection, complex cases, and increased teaching responsibilities, Department of

Pathology - UTMB, Galveston, TX

May 2017 – July 2017 Global health experience in Maua, Kenya, to include hospital

shadowing, public health research project, and community service, JSSOM and Center for Global and Community Health

- UTMB, Galveston, TX

June 2015 – June 2016 Forensic Autopsy Technician, East Baton Rouge Parish

Coroner's Office - Baton Rouge, Louisiana

#### RESEARCH AND PUBLICATIONS:

1. Norman J, Ellison E, **Kendrick J**, He J, Bhargava P. Fluorodeoxyglucose Avid Intracholecystic Papillary Neoplasm Mimicking Hepatic Metastasis in a Patient with Head-and-Neck Cancer. Indian Journal of Nuclear Medicine 2024.

2. Bhakta P, Salazar L, Youssef A, **Kendrick J**, Patel N, Willis M, Muthukumarana P, He J, Tripple J. Pembrolizumab leading to complete resolution of non-small cell lung cancer and microsatellite instability stable colon adenocarcinoma; two birds one stone. J Case Rep Images Oncology 2022; 8(2):20–27.

### **PRESENTATIONS:**

- 1. College of American Pathologists Annual Conference, Junior Member Abstract Program Poster Presentation. **Kendrick J**, Ren P, Barnhart E, Chen L, Thaker H, Aronson J, Henrie E. Evaluating Nasopharyngeal vs. Tracheal Samples for Post-Mortem Covid-19 Testing. (September 2021).
- 6th Annual UTMB GME Quality Improvement & Patient Safety Poster Session Poster Presentation.
   Kendrick J, Ren P, Barnhart E, Chen L, Thaker H, Aronson J, Henrie E. Evaluating Nasopharyngeal vs. Tracheal Samples for Post-Mortem Covid-19 Testing. (May 2021).
- 3. National Association of Medical Examiners Annual Conference Poster Presentation. Henrie E, **Kendrick** J, Mambo N. A Case of Idiopathic Pseudoaneurysm Diagnosed at Autopsy. (October 2018).
- 4. Texas Public Health Association Annual Conference Oral Presentation. **Kendrick J**, Carey M, Montazari S, Goodman M. Effects of Gratitude Intervention on Suicide Ideation in Maua, Kenya. (March 2018).

### ONGOING RESEARCH AND EDUCATIONAL INTERESTS:

April 2022 - Present

Increasing Accuracy and Decreasing Endocisnormativity in

Death Documentation: Re-Evaluating Descriptive

Terminology in Autopsy Reports

Educational Developments: Examining the way sex and gender are documented and described at autopsy by

developing an example gender-neutral autopsy report template and other educational resources. Ultimate goal of proposing a set of best practices for documenting sex and gender at autopsy, with the ambition of making changes to the way these

are recorded on the death certificate.

#### **TEACHING RESPONSIBILITIES:**

July 2024 - June 2025

Resident education, Miami-Dade County Medical Examiner Department. Taught and supervised rotating residents from Jackson Memorial and Mount Sinai pathology programs. MDCME, Miami, FL

October 1st, 2024

Morgue Tour and Forensics Overview, Graduation Alternative to Traditional Education (GATE) program, Miami-Dade County Medical Examiner Department. Led tour of medical examiner facilities and overview of jobs within the medical examiner office (pathology, investigations, autopsy technician, evidence recovery, etc.) to group of at-risk teens. MDCME, Miami, FL

Annually, March 2022 - 2024

Autopsy and Death Certificates lecture, UTMB JSSOM Transition to Residency course. Developed and presented an informational session for graduating students across specialty interests on the utility of the autopsy and completion of death certificates. Intend to re-establish and expand upon as faculty member. UTMB, Galveston, TX

Annually, July – August 2021 – 2023

Lab Instructor, UTMB SOM Cardiovascular-Pulmonary course. Instructed lectures and led wet lab demonstrations. Intend to re-engage as faculty member. UTMB, Galveston, TX

July 2022 – July 2023

Resident lecture curriculum, UTMB Department of Pathology. Lead the restructuring of daily resident didactics into a two-year, block-based curriculum. Coordination of lecture topic selection, scheduling, and incorporation of professional skills sessions. UTMB, Galveston, TX

July - August 2022

Advanced Autopsy elective, UTMB Department of Pathology. Piloted a new elective in hospital autopsy with emphasis on medical student teaching. Acted as junior faculty on service for two rotating medical students throughout prosection, histologic examination, and completion of reports. UTMB, Galveston, TX

#### **AUXILLARY TRAINING:**

May 5th, 2025

Expert Witness Testimony Lecture, Miami-Dade County Medical Examiner Department. Training from retired county judge on court testimony and establishment as an expert witness. Miami, FL

February 24th, 2025

Mock Deposition, Miami-Dade County Medical Examiner Department. Participated in mock depositions with University of Miami law students. Miami, FL

January 16th and 17th, 2025

Body Farm Excavation Experience, Florida Gulf Coast University. Participated in body excavation at FGCU Body Farm facility, learning theory and techniques employed by forensic anthropologists in scene/site documentation and recovery of human remains. Ft. Meyers, FL

October 24th and 25th, 2024

Firearms and Projectiles Workshop, District 14 Medical Examiner Office. Didactic and hands-on training concerning types of firearms and projectiles and their corresponding injury patterns. Panama City, FL

October 15th and 16th, 2024

International Forensic Photography Workshop, Miami-Dade County Medical Examiner Department. Didactic and hands-on training in principles of forensic photography, basic manual camera operation, and special photography techniques (alternate light source, high speed). Miami, FL

#### **HONORS AND AWARDS:**

January 2023

Association of Pathology Chairs, Society of '67 Pathology Trainee Project, Increasing Accuracy and Decreasing Endocisnormativity in Death Documentation: Re-Evaluating Descriptive Terminology in Autopsy Reports (\$4,800 grant)

September 2021

2nd Place, CAP Junior Member Abstract Program, Evaluating Nasopharyngeal vs. Tracheal Samples for Post-Mortem Covid-19 Testing (\$1000 award)

April 2021	Nominated Outstanding Overall First Year Resident, UTMB,
	Galveston, TX
May 2020	L. Clarke Stout, Jr. Award for Excellence in Pathology,
	UTMB, Galveston, TX
March 2018	2nd Place, Future Leaders Student Presentation Competition at
	the 2018 Texas Public Health Association Annual Conference
May 2017	Drs. Steve and Dayna Given Global Health Travel
-	Scholarship, UTMB, Galveston, TX

### **MEMBERSHIPS IN SCIENTIFIC SOCIETIES:**

College of American Pathologists (CAP)
American Society of Clinical Pathology (ASCP)

I have read and take responsibility for the information in this document:

Jamie Hendrick	6/30/2025
Signature	Date

### **Physician License**

NAME: JAMIE CLARE KENDRICK, MD

LICENSE: V9038

**INFORMATION CURRENT AS OF: 6/2/2025** 

**CURRENT STATUS: LICENSE ISSUED** 

Click here for a detailed information on what each section below contains.

### THE INFORMATION IN THIS BOX HAS BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Verified Information

Year of Birth: 1994

License Number: V9038 Physician License

**Issuance Date:** 05/30/2025 **Expiration Date:** 08/28/2025

Current Status: LICENSE ISSUED as of 05/30/2025

**Disciplinary Restrictions: NONE** 

Non-Disciplinary Restrictions: NONE

**Specialties:** 

**School of Graduation:** 

UNIV OF TEXAS MED BRANCH, GALVESTON, TX 2020



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

722 Moody County Courthouse Galveston, TX 77550 (409) 766-2244

\*3.

Consideration of Health Services Agreement-Inmate Care with Galveston County and The University of Texas Medical Branch at Galveston dba UTMB Health submitted by Legal Service Manager

### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/8/25 12:36 pm

### **Health Services Agreement – Inmate Care**

This Health Services Agreement – Inmate Care ("Agreement"), effective as of 8/18/2025 ("Effective Date"), is between Galveston County ("County"), with its principal office at \_\_\_\_\_\_\_, and The University of Texas Medical Branch at Galveston d/b/a UTMB Health ("UTMB"), an institution of The University of Texas System, an agency of the state of Texas, on behalf of its UTMB Health System and/or UTMB Faculty Group Practice (either of which may be individually or collectively referenced as "UTMB Department"), with its principal place of business at 301 University Blvd., Galveston, TX, 77555-0419.

WHEREAS, UTMB has entered into an agreement with Galveston County ("County") to arrange for inpatient and outpatient health care services to those inmates under the custody and control of Galveston County Jail ("Jail"); and

WHEREAS, UTMB, through its UTMB Department, provides both inpatient and outpatient health care services to a wide range of patients; and

WHEREAS, County would like to arrange for UTMB to provide inpatient and outpatient health care services to Jail inmates ("Inmates"); and

WHERAS, UTMB agrees to provide such inpatient and outpatient health care services to Inmates presented by County, and County agrees to accept and provide payment for such services from UTMB.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

### I. Responsibilities of UTMB

- 1. UTMB, through its UTMB Department, agrees to provide those inpatient and outpatient health care services to Inmates presented by County ("UTMB Services"), as more fully described and/or listed in Exhibit One, attached hereto and incorporated by reference.
- 2. UTMB warrants, currently and for the duration of this Agreement, that its providers and employees have and will maintain all licenses, certifications and board authorization required to provide UTMB Services in accordance with the laws and regulations of the State of Texas, and all facilities are properly accredited and qualified to support such UTMB Services to the extent required by federal and/or state laws, rules and regulations.
- 3. UTMB will submit claims for those UTMB Services rendered to County within ninety (90) days after providing such UTMB Services. Claims shall be in such detail and/or format mutually agreed between the parties, and submitted to County as follows:

Contact Name:	
Company Name:	
Address:	
City, State, Zip Code:	
Phone Number:	

4. UTMB will accept payment from County for UTMB Services in those amounts specified in Exhibit

One. Any invoice reflecting UTMB Services directed to County will not be billed to or collected from any Inmate, or other party, for such UTMB Services provided under this Agreements.

### II. Responsibilities of County

- 1. County will coordinate with UTMB to properly schedule all non-emergency UTMB Services provided to Inmates, providing appropriate advance notice to assure adequate timing related to Inmate arrival and duration of the encounter, and allowing UTMB to arrange necessary facility resources and staff depending upon the location for such specific UTMB Services.
- 2. County shall, either independently or directly coordinating with County, arrange and provide appropriate transportation and security services related to each Inmate encounter at UTMB, including all necessary law enforcement personnel, vehicles, and related staff, for the entire duration of each Inmate encounter at UTMB.
- 3. County agrees to remit payment to UTMB for those UTMB Services provided to Inmates within forty-five (45) days of receipt of UTMB's claim for payment. County will submit payment to UTMB at the following address:

UTMB Dept 730 Agency P.O. Box 660120 Dallas, TX 75266-0120

### III. Mutual Responsibilities and Agreements

- 1. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.
- 2. Each party shall obtain and maintain, at its own expense, policies of insurance for general business operations and professional negligence, or self-insurance as the case may be, for itself and its employees, agents and representatives. Pursuant to the authority of Chapter 59 of the Texas Education Code, UTMB will maintain during the term of this Agreement a self-funded program for professional liability coverage for UTMB Physicians in the amount of \$500,000 per claim/\$1.5 million in annual aggregate against any claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB Physicians. As an agency of the State of Texas, UTMB's liability for the tortious conduct of its agents and employees or for injuries caused by conditions of tangible state property is provided for by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108). Workers' Compensation Insurance coverage for employees of UTMB is provided under a self-insured, self-managed program as authorized by the provisions of Texas Labor Code, Chapter 503. Any applicable certificate or proof of insurance shall be made available upon request.
- 3. To the extent permitted by the laws and constitution of the state of Texas, UTMB shall defend, indemnify and hold County, its employees, representatives or agents harmless from and against any claims, liabilities, demands, causes of action, losses, damages, and expenses (including reasonable attorneys' fees) (collectively, "Claims") for bodily injury or death or property damage or loss to the extent arising out of or related to UTMB's breach of this Agreement or any act or omission of UTMB, its employees, representatives or agents in connection with or related to the performance of the UTMB Services or UTMB's other duties and obligations set forth in this Agreement (the "UTMB Indemnification Obligations"). To the extent permitted by the laws and constitution of the state of Texas, County shall defend, indemnify and hold UTMB, its employees, representatives or

agents harmless from and against any Claims for bodily injury or death or property damage or loss to the extent arising out of or related to County's breach of this Agreement or any act or omission of County, its employees, representatives or agents in connection with or related to County's duties and obligations set forth in this Agreement (the "County's Indemnification Obligations" and, together with the UTMB Indemnification Obligations, the "Indemnification Obligations"). The Parties' respective Indemnification Obligations shall not be diminished in any regard if a Claim is caused in part by the concurrent or joint negligence, either active or passive, of UTMB and County; provided, however, that, in the event of joint or concurrent negligence or fault of UTMB and County, each Party's Indemnification Obligations shall be limited to the allocable share of such Party's joint or concurrent negligence or fault. The Indemnification Obligations shall survive after the termination of this Agreement, and all rights associated with the Indemnification Obligations shall inure to the benefit of the successors or assigns of County or UTMB, as applicable.

- 4. Notwithstanding anything herein to the contrary, neither party (nor the parent, any subsidiary or affiliate of either party) shall be liable for any other party's indirect or consequential loss or damage, including, without limitation, lost profits, regardless of whether the parties have been advised of the possibility of such loss or damage.
- 5. This Agreement shall remain in effect for an initial term of one (1) year from the Effective Date. Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of intent not to renew at least sixty (60) days prior to the end of the then-current term.
- 6. Either party may terminate this Agreement for any reason with ninety (90) days' notice to the other party. Either party may terminate this Agreement upon a breach of any of the material terms and conditions. The non-breaching party that intends to terminate, shall give the breaching party written notice of the breach. If said breach of this Agreement is not cured within ninety (90) days after written notice from the non-breaching party, this Agreement will terminate.
- 7. UTMB shall document and maintain all results and findings within the appropriate medical record management system for each Inmate. All medical records created, collected, and maintained by UTMB under this Agreement are the exclusive property of and owned by UTMB. All medical records of any Inmate will be kept confidential, and UTMB will follow applicable law regarding confidentiality of such records. No information contained in the medical record will be released by UTMB except as provided by applicable law.
- 8. The parties agree that the laws of the state of Texas shall govern in any dispute concerning the rights of the parties, and that Texas shall be the proper venue for such dispute.
- 9. County understands and agrees that Chapter 2260, Texas Government Code, is applicable to this Agreement and not preempted by other applicable law or the Agreement and that 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 UTMB and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. The chief business officer of UTMB will examine County's claim and any counterclaim and negotiate with County in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Agreement by UTMB nor any other conduct, action or inaction of any representative of UTMB relating to this Agreement constitutes or is intended to constitute a waiver of UTMB's or the States sovereign immunity to suit; and (2) UTMB has not waived its right to seek redress in the courts. For purposes of dispute resolution, County understands and agrees that The University of Texas System Administration, a state agency separate from UTMB but delegated authority to resolve certain legal disputes of UTMB, may enforce this Agreement on behalf of UTMB and aggregate claims or disputes of its component institutions arising under

contracts between such institutions and County.

- 10. County understands and agrees that Chapter 2260, Texas Government Code, is applicable to this Agreement and not preempted by other applicable law or the Agreement and that 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 UTMB and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. The chief business officer of UTMB will examine County's claim and any counterclaim and negotiate with County in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Agreement by UTMB nor any other conduct, action or inaction of any representative of UTMB relating to this Agreement constitutes or is intended to constitute a waiver of UTMB's or the States sovereign immunity to suit; and (2) UTMB has not waived its right to seek redress in the courts. For purposes of dispute resolution, County understands and agrees that The University of Texas System Administration, a state agency separate from UTMB but delegated authority to resolve certain legal disputes of UTMB, may enforce this Agreement on behalf of UTMB and aggregate claims or disputes of its component institutions arising under contracts between such institutions and County. Exhibit One may be amended from time to time by mutual written agreement of the parties.
- 11. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including (i) the federal antikickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations: (ii) the limitations on certain physician referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn); (iii) the Emergency Medical Treatment and Labor Act ("EMTALA") and (iv) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. Furthermore, each Party, to the extent required by state and federal law, agrees to protect and maintain the confidentiality and confidential status of their records, and shall comply with all applicable regulations, rules or orders of the United States (to include regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104 191 "HIPAA"), and as amended by the Health Information Technology for Economics and Clinical Health Act ("HITECH")) with respect to patient privacy, security and electronic transactions, and protected healthcare information with respect to the UTMB Services provided hereunder. In the event any Party to this Agreement, in consultation with counsel, develops a good faith concern that any provision of the Agreement or any activity of the other Party to this Agreement is in violation of any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, such Party shall immediately notify the other Party, in writing, of such concern and the specific activities giving rise to such concern and the reasons therefor. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered to resolve the concern.
- 12. County understands and agrees that UTMB is subject to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. To the extent UTMB discloses County information pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or other state or federal law, such disclosure is permitted by this Agreement. To the extent applicable, County understands and agrees that it may, at its own cost, raise any objections with the Texas Attorney General to disclosures pursuant the Texas Public Information Act.
- 13. All notices relating to this Agreement (not including payment of invoices) shall be deemed given when mailed, by certified or registered mail, postage prepaid, return receipt requested, or overnight courier, to the other Party at the address(es) set forth below or such other address(es) as may be

given in writing from time to time.

- 14. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including (i) the federal antikickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations: (ii) the limitations on certain physician referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn); (iii) the Emergency Medical Treatment and Labor Act ("EMTALA") and (iv) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. Furthermore, each Party, to the extent required by state and federal law, agrees to protect and maintain the confidentiality and confidential status of their records, and shall comply with all applicable regulations, rules or orders of the United States (to include regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104 191 "HIPAA"), and as amended by the Health Information Technology for Economics and Clinical Health Act ("HITECH")) with respect to patient privacy, security and electronic transactions, and protected healthcare information with respect to the UTMB Services provided hereunder. In the event any Party to this Agreement, in consultation with counsel, develops a good faith concern that any provision of the Agreement or any activity of the other Party to this Agreement is in violation of any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, such Party shall immediately notify the other Party, in writing, of such concern and the specific activities giving rise to such concern and the reasons therefor. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered to resolve the concern.
- 15. County understands and agrees that UTMB is subject to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. To the extent UTMB discloses County information pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or other state or federal law, such disclosure is permitted by this Agreement. To the extent applicable, County understands and agrees that it may, at its own cost, raise any objections with the Texas Attorney General to disclosures pursuant the Texas Public Information Act.
- 16. All notices relating to this Agreement (not including payment of invoices) shall be deemed given when mailed, by certified or registered mail, postage prepaid, return receipt requested, or overnight courier, to the other Party at the address(es) set forth below or such other address(es) as may be given in writing from time to time.

### If to UTMB:

The University of Texas Medical Branch at Galveston d/b/a UTMB Health Attn: Executive Vice President, Chief Business & Finance Officer, Office of the President 301 University Blvd., Route 0128 Galveston, TX, 77555-0128 Facsimile: 409-266-2005

The University of Texas Medical Branch at Galveston d/b/a UTMB Health Attn: Senior Vice President & General Counsel 301 University Blvd., Route 0124 Galveston, TX, 77555-0124

Facsimile: 409-772-5064

hey are authorized to bind their respective entities and
County Health Strategies
By:
Name:
Title:
Date:

### **EXHIBIT ONE**

### **UTMB Services & Compensation Schedule**

**Inpatient Services:** County agrees to pay for authorized Inpatient Services in accor-

dance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility

specific TEFRA In-Patient Percentage.

Outpatient Services: County agrees to pay for authorized Outpatient Services in

accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility

specific TEFRA Out-Patient Percentage.

Outpatient Surgery: County agrees to pay authorized Outpatient Surgeries in accordance

with UTMB's facility specific TEFRA Out-Patient Percentage.

**Implants:** County agrees to pay for authorized implants at 33% of eligible

billed charges.

**Outpatient Laboratory** 

**Services:** 

County agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's facility specific TEFRA Out-

Patient Percentage.

Professional Services: County agrees to pay all authorized physician services,

except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician

payment rates in equal proportion to offset the reduction.

Mid-Level Providers: County agrees to pay all covered mid-level provider services

at 95% of the physician payment rates listed above under

**Professional Services.** 

Anesthesia: County agrees to pay \$65 per ASA unit, based on current

ASA units and 15-minute time units.

Any outpatient fees

not otherwise defined: County agrees to pay 33% of billed charges



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

722 Moody County Courthouse Galveston, TX 77550 (409) 766-2244

\*4.

Consideration of an Interlocal Agreement to Provide Inmate Medical Services between The University of Texas Medical Branch at Galveston and Galveston County submitted by Legal Services Manager

### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/8/25 12:38 pm

### INTERLOCAL AGREEMENT TO PROVIDE INMATE MEDICAL SERVICES BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON AND GALVESTON COUNTY

THIS AGREEMENT by and between the County of Galveston ("County") and The University of Texas Medical Branch at Galveston ("UTMB"), for and on behalf of its Correctional Managed Care Division ("UTMB-CMC"), is entered into effective as of the 18<sup>th</sup> day of August, 2025. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

### **WITNESSETH:**

WHEREAS, County is required by state law to provide health care services to individuals incarcerated in the Galveston County Jail ("Jail"); and

WHEREAS, the objective of the County is to provide for the delivery of health care to Inmates in accordance with applicable law; and

WHEREAS, County desires to enter into a health care services agreement with UTMB-CMC to promote this objective; and

WHEREAS, UTMB-CMC contracts to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

- General Engagement. County engages UTMB-CMC to provide and to arrange to provide for the delivery of reasonable and necessary medical, dental, and mental health care to all individuals who are under the custody and control of County and incarcerated at the Jail ("Inmates"). UTMB-CMC accepts such engagement according to the terms and provisions hereof.
- 2. <u>Scope of Services.</u> UTMB-CMC will provide and arrange to provide on a regular basis the following Services.

### 2.1. Onsite Services:

- 2.1.1. professional medical, dental, and mental health care excluding required hospitalization; UTMB will have a separate contract with the County for offsite UTMB Hospital and Physician services for inpatient and outpatient health care services.
- 2.1.2. related health care and administrative services for the Inmates, including a program for preliminary health screening of Inmates upon arrival at the Jail;
- 2.1.3. comprehensive health evaluation of each Inmate following admission to the Jail;

- 2.1.4. regularly scheduled sick call and nursing coverage;
- 2.1.5. regularly scheduled physician visits on site;
- 2.1.6. mental health services to include on-site and on-call psychiatric physician services;
- 2.1.7. medical records management;
- 2.1.8. pharmacy services;
- 2.1.9. health education and training services;
- 2.1.10. a quality assurance program;
- 2.1.11. administrative support services;
- 2.1.12. UTMB will provide Electronic Medical Records (EMR), Telemedicine (DMS), and electronic prescription ordering system (for medical and dental prescriptive services);
- 2.1.13. Telemedicine to include primary care and telepsychiatry and tele-mental health services;
- 2.1.14. UTMB will provide onsite dialysis service;
- 2.1.15. UTMB will provide laboratory services and radiology services;
- 2.1.16. UTMB will provide health care services to both the adults and juveniles for the County;
- 2.1.17. Attachment A, to include UTMB staffing at both the adult and juvenile facilities.
- 2.2. UTMB-CMC and the County Sheriff's Office will collectively oversee the initial establishment of services in order to ease transition of medical services from County's current medical provider to UTMB-CMC.
- 3. Medical Specialty Services. UTMB-CMC will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g., laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be rendered on site, UTMB-CMC will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.
- 4. <u>Emergency Services.</u> UTMB-CMC professional staff will provide emergency medical treatment to Inmates, visitors, and Jail staff as necessary and appropriate on-site. UTMB-CMC, at its expense, will arrange off-site emergency medical care as required for Inmates through arrangements to be determined with UTMB Hospital. UTMB-CMC, at its expense, will arrange ambulance services for all inmates only for emergency circumstances.
- 5. <u>Unauthorized Absence.</u> UTMB-CMC will not be liable for any Inmate health care costs incurred during an unauthorized absence (e.g., jail escape) from the Jail.
- 6. <u>Dispute Resolution.</u> County understands and agrees that Chapter 2260, Texas Government Code, is applicable to this Agreement and not preempted by other applicable law or the Agreement and that 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 UTMB-CMC and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. The chief business officer of UTMB-CMC will examine County's claim and any counterclaim and negotiate with the County in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Agreement by UTMB-CMC or any other conduct, action or inaction of any representative of UTMB-CMC relating to this Agreement constitutes or is intended to constitute a waiver of UTMB-CMC's or the States sovereign immunity to suit; and (2) UTMB-CMC has not waived its right to seek redress in the courts. For purposes of dispute resolution, County understands and agrees that The University of Texas System Administration, a state agency separate from UTMB-CMC but delegated authority to resolve certain legal disputes of UTMB-CMC, may enforce this Agreement on behalf of UTMB-CMC and aggregate claims or disputes of its component institutions arising under contracts between such institutions and County.

- 7. Refusal of Admission of Inmate. Through its receiving nurse or EMT stationed at the booking area of the Jail, UTMB-CMC may recommend that the Jail refuse to admit to the Jail any Inmate who, in the opinion of UTMB-CMC, displays signs of needing imminent health care due to untreated injury, illness or communicable disease until that Inmate has been treated and stabilized at a hospital emergency center. In addition, UTMB-CMC' receiving nurse or EMT on duty will execute the County's Medical Refusal Slip. In the event UTMB-CMC fails to exercise this option, UTMB-CMC will assume responsibility for treatment of said Inmate within the limits of this Agreement.
  - 7.1. After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of such treatment to UTMB-CMC personnel, that Inmate shall be admitted to the Jail and UTMB-CMC shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates.
- 8. <u>Infant Care.</u> UTMB-CMC will provide prenatal health services to any pregnant Inmate. UTMB-CMC personnel will make reasonable effort to arrange transportation for pregnant inmates for delivery upon timely notification of the onset of labor. Health care services will also be provided to the mother during and after birth. Health care services provided to an infant following birth will not be the responsibility of UTMB-CMC under this Agreement.
- 9. <u>Elective Medical Care.</u> UTMB-CMC will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the treating physician cause the Inmate's health to deteriorate or pose an undue risk of harm to the Inmate.
- 10. <u>Transportation Services.</u> To the extent any Inmate requires routine off-site health care treatment other than emergency care (e.g., hospitalization, specialty services or health care

- services), County will provide appropriate transportation services as requested by UTMB-CMC using County law enforcement vehicles and drivers.
- 11. <u>Pharmacy Services.</u> UTMB-CMC will provide all reasonable and medically necessary medications, prescription and nonprescription, (including mental health medications) as determined by UTMB-CMC providers. UTMB will use Correct Rx Pharmacy and/or other pharmaceutical vendors to provide prescriptive medications to service the County jail inmates until UTMB's registration of both the County adult and juvenile jail clinic sites are approved by HRSA to be eligible for 340B discount drug pricing.
  - 11.1. As to all medications, as UTMB-CMC bears the risk associated with providing medications and pharmaceutical services for the inmate population, all discounts and rebates negotiated and received by UTMB-CMC or its pharmacy vendor will remain the property of UTMB-CMC and/or its pharmacy vendor.
  - 11.2. Provisions necessary to ensure that the UTMB-CMC is eligible for and makes reasonable efforts to participate in the purchase of prescription drugs under Section 340B, Public Health Service Ac (42 U.S.C. Section 256b);
  - 11.3. UTMB and the County will have a separate Lease agreement for UTMB-CMC to operate and to provide medical care at both County jail clinics servicing the adults and juvenile inmates.
  - 11.4. UTMB is fully responsible for the care on-site and hospitalizations, maintenance of medical record, employs healthcare staff, and is responsible for the operations of the clinic in both jail clinics. UTMB is responsible for the "ongoing" care of these County jail inmates.
  - 11.5. After the 340B program registration has been submitted by UTMB-CMC and is approved by HRSA, County understands and agrees that UTMB-CMC will use an electronic pharmacy replacement system (PRS). For the purposes of operating the PRS, the County shall provide UTMB-CMC periodic updates (not less than 4 times per day) with accurate information detailing the Inmate Identification Numbers (or other unique identification number), Last Name, First Name, DOB, Sex, date of incarceration/book-in date, and locations of all inmates booked in and housed in Galveston County Jail. This information shall be provided in an electronic format with either fixed field or field-delimited columns.
- 3. Off-Site Inmate Health Care Costs Excluded: This agreement does not include any offsite costs or charges for hospital and physician services. UTMB and the County will have a separate and independent 'Health Services Agreement Inmate Care' agreement for offsite UTMB hospital and UTMB physician services. Through this separate independent agreement, UTMB hospital and UTMB physician services will provide inpatient and outpatient health care services to the County jail inmates.

### **ARTICLE II: CONTRACT MONITORING**

- 1. The County will designate the Galveston County Sheriff and the County's designees as the authorized representatives for County. Both shall be given full authority to act on behalf of the County in all matters relating to this Agreement including the review of invoices issued by UTMB-CMC.
  - 1.1. UTMB has designated Marjorie Cisneros, Vice President for UTMB-CMC, or her designees as the authorized representatives of UTMB-CMC. Marjorie shall be given full authority to act on behalf of UTMB-CMC in all matters relating to this Agreement.
- 2. The County shall have the right to monitor and audit UTMB-CMC'S work in every respect. In this regard, UTMB-CMC shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. UTMB- CMC shall also request the full cooperation of its vendors and of its service providers. Further, UTMB-CMC shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non- proprietary data, records and accounts relating to UTMB-CMC'S work and performance under the Agreement, subject to any restrictions related to HIPAA and Texas law regarding confidentiality of medical records. In the event any such material is not held by UTMB-CMC or any of its service providers in its original form, a true copy shall be provided.

### **ARTICLE III: PERSONNEL**

- 1. <u>Staffing.</u> UTMB-CMC will provide a medical director and such other medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. UTMB-CMC agrees that neither the medical nor the mental health personnel providing services in the County jail facility will be students, or post-graduate medical physicians known as interns or residents.
  - 1.1. All on-site personnel, with the possible exception of the psychiatrist, dentist, and some allied health professionals like radiology technicians, physical and occupational therapists and the like will be employees of UTMB-CMC. These individuals may be Independent Contractors or Subcontractors. County expressly consents to such an arrangement but reserves the right to have any such Independent Contractor or Subcontractor removed. UTMB- CMC will use its best efforts to engage Medical Professionals fully qualified in their respective areas of expertise. As the relationship between UTMB-CMC and these Medical Professionals will be that of independent contractor, UTMB-CMC will not exercise control over the manner or means by which these Medical Professionals perform their professional duties.
  - 1.2. All personnel will meet the requirements and perform the duties as described by UTMB-CMC. The health care staff will at a minimum be at levels consistent with the staffing

- plan as noted on Exhibit A to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances).
- 1.2.1. If the average daily population exceeds 1,200 inmates, staffing will be increased if necessary to meet levels sufficient for the management and delivery of health care for inmates.
- 1.2.2. If the average daily population exceeds 1,200 inmates for a period of thirty days, UTMB-CMC reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.
- 1.3. <u>Licensure</u>, <u>Certification and Registration of Personnel</u>. All personnel provided or made available by UTMB-CMC to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Texas law. Specialty physicians will be Board Certified or Board Eligible.
- 1.4. County Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by UTMB-CMC, County will give written notice to UTMB-CMC of its reasons for dissatisfaction. UTMB-CMC will exercise its best efforts to immediately resolve the problem and if the problem is not resolved to County's satisfaction, will remove the individual according to UTMB-CMC' personnel policy or independent contractor agreement.
- 1.5. <u>Use of Inmates in the Provision of Health Care Services.</u> Inmates will not be employed or otherwise engaged by either UTMB-CMC or County in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates as UTMB-CMC and County may mutually agree.
- 1.6. <u>Discrimination.</u> UTMB-CMC will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, UTMB- CMC will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age, or sex.
- 1.7. Restrictive Covenant. Recognizing among other things the unique services provided by the employees and Independent Contractors of UTMB-CMC during the term of this Agreement, County will not, directly or indirectly, solicit or engage at the Jail said employees, or said Independent Contractors of UTMB-CMC during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without the prior written consent of UTMB-CMC; provided, however, that this limitation shall not apply to persons who were employed at the Jail immediately prior to the commencement of UTMB-CMC'S services hereunder.

### **ARTICLE IV: ACCREDITATION**

1. UTMB-CMC will maintain National Commission of Correctional Health Care (NCCHC) accreditation of the County Jail. UTMB-CMC will maintain, at its cost, NCCHC accreditation throughout the length of this agreement and any renewals thereof. UTMB-CMC will not be held responsible for lack of NCCHC accreditation if the reason for failure to maintain accreditation is primarily out of the control of UTMB-CMC (i.e., physical plant, etc.). UTMB-CMC will notify the Jail Administration of any situation which would preclude it from maintaining its accreditation within a time frame that will allow the Jail to address the situation.

### **ARTICLE V: EDUCATION AND TRAINING.**

1. Inmate and Staff Health Education. UTMB-CMC will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care.

### ARTICLE VI: REPORTS AND RECORDS.

- 1. Electronic Medical Records. UTMB-CMC will use the current electronic medical records at the County jail until such date, UTMB-CMC will transition to UTMB's electronic medical records. This medical records will be maintained pursuant to applicable law. All medical records of any inmate will be made available to the authorized County officials upon request and as otherwise authorized by law. Otherwise, medical records will be kept confidential, and UTMB-CMC will follow the County's policy with regard to access by Inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by UTMB-CMC except as provided by this Agreement, by County's policy, by a court order, or otherwise in accordance with applicable law. All medical records are the property of the County and will remain with the County upon expiration or early termination of this Agreement.
- 2. Regular Reports by UTMB-CMC to County. UTMB-CMC will provide monthly and annual reports to County containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and other non-proprietary information to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.
- 3. <u>Inmate Information.</u> In order to assist UTMB-CMC in providing the best possible health care services to Inmates, County will provide UTMB-CMC with information in County's possession pertaining to Inmates that UTMB-CMC identifies and requests as reasonable and necessary for UTMB-CMC adequately to perform its obligations hereunder.
- 4. <u>UTMB-CMC</u> Records Available to County with Limitations on Disclosure. UTMB-CMC will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided,

- however, that County understands that the systems, methods, procedures, written materials and other controls employed by UTMB-CMC in the performance of its obligations hereunder are proprietary in nature and will remain the property of UTMB-CMC and may not, at any time, be disclosed, used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or unless such disclosure is approved in advance in writing by UTMB-CMC or unless such disclosure is required by what is commonly referred to as the Texas Open Records Act.
- 5. County Records Available to UTMB-CMC with Limitations on Disclosure. During the term of this Agreement and for the time period thereafter required by the Texas State Library and Archives Commission Local Records and Retention Schedules County will keep and provide UTMB-CMC, at UTMB-CMC'S request and expense, such County records relating to the provision of health care services to Inmates as may be requested by UTMB-CMC or as are pertinent to the investigation or defense of any claim related to UTMB-CMC'S conduct. County will make available to UTMB-CMC such records as are maintained by County, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any claim to those records) as UTMB-CMC may reasonably request consistent with applicable law; provided, however, that any such information released by County to UTMB-CMC that County considers confidential will be kept confidential by UTMB-CMC and will not, except as may be required by law, be distributed to any third party without prior written approval by County.
- 6. Inmate Grievances. UTMB-CMC shall specify the policies and procedures to be followed in dealing with inmate medical complaints or inmate requests for medical treatment regarding any aspect of the health care delivery system. UTMB- CMC shall maintain monthly statistics of all medical grievances and requests filed at the Jail, i.e., those with and without merit. All medical grievance procedures shall also be in accordance with the County's regulations and shall be approved by County prior to their implementation. The County reserves the right to review any inmate complaint or request and to review UTMB-CMC' actions. UTMB-CMC must implement the County's recommendations in disputed cases, provided such recommendations are not contrary to the best medical judgment of the UTMB-CMC Medical Director.

### **ARTICLE VII: SECURITY.**

1. General. UTMB-CMC and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UTMB-CMC, as well as for the security of Inmates and Jail staff. County will provide security services satisfactory to UTMB-CMC and sufficient to enable UTMB-CMC and its personnel safely to provide the health care services called for hereunder. UTMB-CMC and its personnel (regardless of their status as UTMB-CMC employees, Independent Contractors, or Subcontractors) shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the personnel being denied access to the Jail.

- In this event, UTMB-CMC shall provide alternate personnel to supply services, described herein, subject to the County's approval.
- 2. <u>Security Off-Site.</u> County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein. Security for federal prisoners may be provided by the United States Marshal.
- 3. <u>Fraternization with Inmates.</u> UTMB-CMC will provide training for its medical staff and its personnel that fraternization between such individuals and inmates is prohibited.

### **ARTICLE VIII: OFFICE SPACE AND EQUIPMENT.**

- 1. Office Space and Support. The County agrees to provide UTMB- CMC with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed to UTMB-CMC) to enable UTMB-CMC to perform its obligations and duties under the Agreement. UTMB-CMC shall be responsible for special line charges relating to facsimile equipment.
- 2. <u>Delivery of Possession</u>. County will deliver to UTMB-CMC on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Jail's health care facilities that is County's property. All equipment maintenance is the responsibility of UTMB-CMC.
- 3. <u>Supplies.</u> UTMB-CMC warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable UTMB- CMC to perform its obligations hereunder. All unused supplies purchased for use in the County Jail will be transferred, at no additional cost, to the County at the expiration or early termination of this Agreement.
- 4. <u>General Maintenance Services</u>. County will provide for each Inmate receiving health care services no less than the full range of non-medical services and facilities provided by County for other Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

### ARTICLE IX: TERM AND TERMINATION OF AGREEMENT.

- 1. <u>Contract Term.</u> This Agreement shall be effective beginning 8:00am on August 18, 2025 and shall continue in full force and effect for a period of five (5) years, expiring on August 17, 2030, unless earlier termination. Either party may terminate this Agreement for any reason with a ninety (90) day notice to the other party. Any extension or renewal of this Agreement beyond the initial five-year term shall be made only by written amendment signed by both parties.
- 2. <u>Termination</u>. Either party may terminate this Agreement for any reason with a ninety (90) day notice to the other party. This Agreement may be sooner terminated on the first to occur of the following:

- 2.1. <u>Termination by Agreement.</u> In the event County and UTMB- CMC mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- 2.2. <u>Termination for Default.</u> In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within ninety (90) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.
- 2.3. <u>Termination by UTMB-CMC for Special Situations.</u> UTMB- CMC may terminate this Agreement immediately upon the occurrence of any of the following:
  - 2.3.1. Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder;
  - 2.3.2. Disavowal or repudiation of this contract by any authorized agent of County;
  - 2.3.3. Insolvency, bankruptcy, or receivership of County;
- 2.4. <u>Termination by County for Special Situations</u>. County may terminate this Agreement immediately upon occurrence of any of the following.
  - 2.4.1. Failure of Appropriation. This contract is subject to the appropriation of funds by the Commissioner's court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioner's Court. The failure of the Commissioner's Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.
  - 2.4.2. Acceptance of Gratuity. The County may terminate this contract if, after notice and hearing by Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by UTMB-CMC, or any agent or representative of UTMB-CMC, to any officer or employee of County with the intent to: (i) secure a contract; or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to UTMB-CMC of the termination. The existence of the facts upon which Commissioner's Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against the contractor as it can pursue in the event of breach by the contractor; and (ii) collect exemplary damages in an amount as determined by Commissioner's Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law.
  - 2.4.3. <u>Termination by County for Convenience</u>. County may terminate this Agreement without cause or for convenience by giving UTMB-CMC at least ninety (90) days prior written notice.

- 2.4.4. <u>Responsibility for Inmate Health Care.</u> Upon expiration or termination of this Agreement, responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off site will no longer be the responsibility of UTMB-CMC.
- 2.4.5. Dispute Resolution. Payor understands and agrees that Chapter 2260, Texas Government Code, is applicable to this Agreement and not preempted by other applicable law or the Agreement and that 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 UTMB-CMC and Payor to attempt to resolve any claim for breach of contract made by Payor that cannot be resolved in the ordinary course of business. The chief business officer of UTMB-CMC will examine Payor's claim and any counterclaim and negotiate with the Payor in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Agreement by UTMB-CMC or any other conduct, action or inaction of any representative of UTMB-CMC relating to this Agreement constitutes or is intended to constitute a waiver of UTMB-CMC 's or the States sovereign immunity to suit; and (2) UTMB-CMC has not waived its right to seek redress in the courts. For purposes of dispute resolution, Payor understands and agrees that The University of Texas System Administration, a state agency separate from UTMB-CMC but delegated authority to resolve certain legal disputes of UTMB-CMC, may enforce this Agreement on behalf of UTMB-CMC and aggregate claims or disputes of its component institutions arising under contracts between such institutions and Payor.

### **ARTICLE X: PAYMENT FOR SERVICES**

- 1. Payment Schedule: The County agrees to pay UTMB as follows: Year 1 (August 18, 2025 through August 17, 2026) in the amount of \$8,806,801.00; Year 2 (August 18, 2026 through August 17, 2027) in the amount of \$8,449,846.00; Year 3 (August 18, 2027 through August 17, 2028) in the amount of \$8,628,942.00; Year 4 (August 18, 2028 through August 17, 2029) in the amount of \$8,811,922.00; Year 5 (August 18, 2029 through August 17, 2030) in the amount of \$8,998,874.00. The total contract amount for the 5-year contract is \$43,696,384.00.
  - 1.1 Advance Payment and Reconciliation: The County agrees to remit an advance payment to UTMB in the amount of \$500,000 on the 10<sup>th</sup> of each month which the first payment by the County to UTMB will be September 10<sup>th</sup>. These funds are to be applied toward the expenses associated with the delivery of services. On or before the 25<sup>th</sup> of each month, UTMB will summarize the previous month's actual costs and submit a request for payment to reflect the difference between the actual costs incurred and amount issued by the County according to the 'Payment Schedule.'

1.2 After the first three (3) months of providing correctional health care services to the inmates at the County jail, UTMB-CMC reserves the right to review the actual expense. If the expense is higher than proposed payment schedule to operate the County jail, UTMB-CMC will negotiate with the County as agreed to by both parties for additional compensation.

### **ARTICLE XI: LIABILITY AND RISK MANAGEMENT.**

- 1. <u>Employee Liability.</u> As an agency of the State of Texas, liability for the tortuous conduct of UTMB-CMC employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.
- 2. <u>Faculty Physician Liability Coverage</u>. UTMB-CMC represents and warrants to County that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for designated faculty physicians known as The University of Texas System Medical Malpractice Self-Insurance Plan. The University of Texas System Medical Malpractice Self-Insurance Plan provides for professional liability coverage in the amount of \$500,000 per occurrence and \$1,500,000 in the aggregate.
- 3. <u>Independent Contractors.</u> UTMB-CMC will require each and every Independent Contractor or Subcontractor whose services UTMB-CMC utilizes in connection with this Agreement to maintain Professional Liability Insurance of \$1 million per occurrence and \$1.5 million per aggregate unless the County accepts, in writing, lesser limits on an exception basis. It is UTMB-CMC's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every Independent Contractor or subcontractor retained. The County reserves the right to review these files without prior notice.
  - 3.1. All Insurance is to be placed with insurers having a Best rating of no Jess than A-. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. UTMB-CMC shall be required to mandate that all Independent Contractors and Subcontractors maintain annual renewals for each required insurance policy during the initial term of this contract and each renewal thereof.
  - 3.2. UTMB-CMC shall notify the County immediately upon any changes in the status of any insurance policies. All policies must waive any and all rights to subrogation against the County, its officials, employees, and agents. UTMB-CMC shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.
  - 3.3. The professional liability insurance required shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, UTMB-CMC will require each Independent Contractor and Subcontractor to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with UTMB-CMC. Such coverage shall be in the amounts set forth above.
- 4. <u>Indemnification.</u> To the extent authorized by the Constitution and laws of the State of Texas UTMB-CMC shall agree to assume all risk and responsibility for, and agrees to indemnify,

defend, and save harmless, the County, its elected and appointed officials and department heads, employees and agents from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work performed or materials supplied under this contract.

- 5. <u>Changes in Scope</u>: Notwithstanding anything herein to the contrary, if:
  - 5.1. any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or its respective officers or agents} is adopted, implemented, amended or changed; or if
  - 5.2. any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition;
  - 5.3. and if any such change in scope as described in (i) or (ii) materially affects the cost to UTMB-CMC of providing health care services or impacts the scope of services or staffing hereunder, UTMB-CMC and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated on such date as the parties, both operating in good faith, mutually agree. Alternatively, UTMB-CMC may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

### ARTICLE XII: MISCELLANEOUS.

- 1. <u>Independent Contractor Status.</u> County expressly acknowledges that UTMB-CMC is an "Independent Contractor". Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UTMB-CMC or its subcontractors perform hereunder.
- 2. <u>Assignment.</u> This Agreement may be assigned by UTMB-CMC to another entity. But, UTMB-CMC shall not assign this Agreement, in whole or in part, to any other corporation without the express prior written consent of the County. Such consent, if granted, shall not relieve UTMB-CMC of any of its responsibilities under the contract. County and UTMB-CMC each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

3. <u>Notice.</u> All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

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(a)			

[COUNTY NOTICE ADDRESS]

### [UTMB NOTICE ADDRESS]

(b) Marjorie M. Cisneros
 Vice President, CMC Inpatient Operations & Hospital Galveston
 Hospital Galveston
 301 University Boulevard
 Galveston TX 77555-0449

With a copy to: UTMB CMC-Finance 1560 West Bay Area Blvd., Suite 354 Friendswood, Texas 77546

- 4. <u>Governing Law.</u> This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, and venue shall lie in Galveston County, Texas.
- 5. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 6. <u>Waiver of Breach.</u> The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 7. <u>Enforcement.</u> In the event either party incurs legal expenses or costs to enforce the terms of this Agreement through litigation, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees.
- 8. <u>Force Majeure.</u> UTMB-CMC or the County shall not be deemed in violation of this Agreement if either are prevented from performing any of their obligations hereunder for any reason beyond their control, including, without limitation, inmate disturbances, acts of God,

- civil or military authority, acts of public enemy, war, accidents, fires, explosions, hurricanes, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party.
- 9. <u>Severability.</u> In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 10. <u>Mergers, Acquisitions.</u> If there is a direct merger or acquisition of UTMB-CMC by another firm, the following documents must be submitted to the County:
  - 10.1. Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions, and prices.
  - 10.2. UTMB-CMC' (or new entity) Federal Identification Number (FEIN)
- 11. <u>General Certification</u>. UTMB-CMC certifies that it: (i) is a duly qualified, capable, and otherwise bendable business entity; (ii) is not in receivership and does not contemplate going into receivership; (iii) has not filed for bankruptcy; and (iv) is not currently delinquent with respect to payment of property taxes within County.
- 12. Warranty Against Contingent Fees. UTMB-CMC warrants that it has not employed or retained a person or selling agency to solicit or secure this Agreement with an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This warranty does not apply to a bona fide employee or established commercial selling agency maintained by UTMB-CMC for the purpose of securing business. If this warranty is breached, County may: (i) terminate this Agreement without liability; or (ii) deduct from the contract price for consideration, or Otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.
- 13. <u>Benefit.</u> This Agreement is intended to inure only to the benefit of UTMB-CMC and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 14. <u>Meaning of Words.</u> Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.
- 15. <u>Tense</u>, <u>Number and Gender</u>. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other gender.
- 16. <u>Headings</u>. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- 17. <u>Taxes.</u> Galveston County, Texas is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

- 18. <u>Sovereign Immunity.</u> Each party specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.
- 19. <u>Applicable Laws.</u> County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.
- 20. <u>Opinion of Counsel</u>. This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below.
- 21. <u>Authority.</u> Each party represents and warrants for itself that the individual executing this Agreement on its behalf has full power and authority to do so, and this Agreement constitutes the legal, valid, and binding Agreement of each such party.
- 22. <u>Board of Regents Approval.</u> This Agreement is subject to review and approval by The University of Texas Board of Regents (the "Board of Regents") on behalf of UTMB-CMC. The validity and effectiveness of this Agreement is contingent upon the approval of this Agreement by the Board of Regents through the consent agenda requirements and approval process under the Rules and Regulations of the Board of Regents. In the event the Board of Regents fails to approve this Agreement, then this Agreement will terminate, except for those provisions that by their terms or nature will survive such termination.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, on behalf of UTMB-CMC	COUNTY OF GALVESTON
Jamie D. Bailey, MBA, CPA, CFE	[PRINTED NAME]
Executive Vice President and Chief Financial Officer	[TITLE]
Date:	Date:
Content Review:	

EXHIBIT A
Staffing Chart

Sum of FTE	Column Labels		
Row Labels	Galveston County Adult	Galveston County Juvenile	Grand Total
Administrative Associate	1.0		1.0
Advanced Practice Provider	1.0		1.0
Associate Legal Officer	0.2		0.2
Certified Medication Aide	9.0	1.0	10.0
Cluster Nurse Manager	1.0		1.0
Correctional Dentist	0.8		0.8
Dental Assistant	1.0		1.0
ER Tech	4.5		4.5
Mental Health Clinician	4.5		4.5
Mental Health Manager	1.0		1.0
Nurse Clinician	9.5	1.0	10.5
Nursing Supervisor	1.0		1.0
Physician	1.0	0.1	1.1
Senior Business Manager	1.0		1.0
Sr. Human Resources Consultant	0.2		0.2
Staff Psychiatrist	1.3		1.3
Utilization Review Case Manager	1.0		1.0
Vocational Nurse	12.5	1.0	13.5
Correctional Care Associate	2.5		2.5
Grand Total	53.9	3.1	57.0