

## AGREEMENT

This Agreement is made by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, an institution of The University of Texas System and an agency of the State of Texas, on behalf of its Student Health and Counseling (hereinafter referred to as "UTMB"), and GALVESTON COLLEGE (hereinafter referred to as "COLLEGE").

### WITNESSETH:

WHEREAS, it is the intent of COLLEGE to provide health and counseling services to its students currently enrolled in a health occupation program at Galveston College per Attachment A (herein referred to as "Students" or "Student"); and

WHEREAS, UTMB agrees to assist COLLEGE in providing medical and counseling services described below to Students through UTMB's Student Health and Counseling that is available to perform the medical and counseling services in the manner described herein.

THEREFORE, in consideration of the mutual benefits to be derived here from, both parties agree to the following:

### I. UTMB'S RESPONSIBILITIES

1.1 For Students enrolled in eligible programs as detailed in Attachment A, attached hereto and incorporated by reference, which may be amended from time to time as agreed between the parties, and included on certified class rolls provided by the

COLLEGE, UTMB will provide COLLEGE's Students access to the UTMB Student Health and Counseling services that provides primary care, evaluation and treatment of episodic illness, wellness visits, family planning, initial evaluation of occupational exposures and appropriate follow up per UTMB Healthcare Epidemiology Policy for Blood Borne Pathogens, Policy 1.02, and counseling during regularly scheduled clinic hours.

**Psychiatric services are excluded.** Clinic visits in Student Health and Counseling will be free to Students, however, all Students enrolled in the College's Occupational Health programs detailed on Attachment A, attached, must pay the required fee as outlined in this agreement and will be eligible for services at UTMB Student Health and Counseling clinic. Any service provided outside the Student Health and Counseling clinic visit, will be the financial responsibility of the Student. All costs incurred by Students for medications, vaccines, x-rays diagnostic tests will also be the financial responsibility of the Student.

Students who sustain an injury or illness, including a needlestick injury or other blood or body fluid exposure, during the educational experience period of the Student should follow Student Health and Counseling's protocols for treatment. All other health care costs, including UTMB Emergency Department will be the financial responsibility of the Student and are not

covered by this Agreement.

1.2 UTMB will review the immunization records of each occupational health Student.

1.3 UTMB will provide COLLEGE with a separate compilation of the occupational health Students who have and have not submitted required health information and proof of immunization.

1.4 After COLLEGE'S pre-admission immunization requirements have been met by occupational health Students, UTMB will make available periodic PPD skin tests for students who require them. UTMB will also provide Students the same access to vaccinations provided to UTMB students.

1.5 Students who have medical insurance are required to provide documentation of such medical insurance at the time of clinic visit. Clinic visits are free of charge and not billed to medical insurance. The insurance will be billed accordingly for any additional services. In the event the Student does not have medical insurance, the Student Health and Counseling Fee Schedule will be offered for limited laboratory tests. Labs for matriculation requirements, such as titers, will be a fee for service charge from the UTMB Student Health and Counseling Fee Schedule. Payment for the fee for service schedule will be collected at the time of service.

## II. RESPONSIBILITIES OF COLLEGE

2.1 COLLEGE will distribute to occupational health Students the UTMB Student Health and Counseling "incoming student packet" and any other materials necessary for provision of services by UTMB as defined in this Agreement.

2.2 Each semester no later than September 15, 2025 for the fall semester, January 15, 2026 for the spring semester, and June 15, 2026 for the summer semester, COLLEGE will provide UTMB with certified copies of class rolls of Students enrolled in programs that are included on Attachment A of this agreement If Students begin a program that does not start with a traditional semester, COLLEGE shall provide additional certified class rolls within five business days of the start of class.

## III. COMPENSATION

3.1 COLLEGE agrees to compensate UTMB for the services rendered to Students under the terms and conditions of this Agreement at a rate of ONE HUNDRED DOLLARS (\$100.00) per semester per Student including the summer semester. Coverage will be for 16 weeks, commencing at either the beginning of a covered semester, or the start of classes if a program does not commence at the start of a covered semester. All coverage will cease at the end of the covered semester. Billing will be based upon the certified copies of the class rolls of Students

provided to UTMB by the COLLEGE as detailed above. COLLEGE agrees to pay UTMB upon receipt of UTMB's itemized invoice setting out the number of Students for which COLLEGE has been charged.

#### IV. MUTUAL AGREEMENTS

##### 4.1 Indemnification -

4.1.1 To the extent authorized by the Constitution and laws of the State of Texas, COLLEGE agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of COLLEGE or the acts or omissions of others under COLLEGE's supervision or control.

4.1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COLLEGE and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

#### 4.2 Insurance -

4.2.1 UTMB represents and warrants to COLLEGE that UTMB shall maintain in full force and effect, during the term of this Agreement, professional liability insurance coverage for faculty physicians of UTMB through a plan of self-insurance known as the University of Texas System Medical Malpractice Self-Insurance Plan.

4.2.2 As an agency of the State of Texas, liability for the tortuous conduct of all other agents and employees of UTMB, including house staff, is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

4.3 Force Majeure - Neither UTMB nor COLLEGE shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or COLLEGE and which by the exercise of due diligence UTMB or COLLEGE is unable, wholly or in part, to prevent or overcome.

4.4 Entire Agreement - This Agreement constitutes the entire agreement between UTMB and COLLEGE. No agreements,

amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

4.5 Amendments - This Agreement may be amended when set forth in writing and signed by both parties to the Agreement.

4.6 Governing Law - UTMB and COLLEGE agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

4.7 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 in full force and effect.

4.8 Nondiscrimination - UTMB and COLLEGE agree that in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, religion, age, disability, national origin, or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, 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 federal rules and regulations, state laws and executive orders as applicable.

4.9 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 addressed as set forth below or at such other address as may be specified by written notice:

UTMB:

EVP and Chief Financial Officer  
The University of Texas Medical Branch  
at Galveston  
301 University Blvd, Route 0128  
Galveston, TX 77555-0128

All payments shall be made to UTMB in the following manner:

The University of Texas Medical Branch  
Office of Sponsored Programs  
Dept. #750  
P. O. Box 660120  
Dallas, TX 75266-0120

COLLEGE: Jeff Engbrock  
Director of Business Services  
Galveston College  
4015 Avenue Q  
Galveston, TX 77550

4.10 Termination - Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of such intent to terminate.

4.11 Waiver - The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.



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

4.13 Dispute Resolution. In the event of a dispute arising under this agreement, the dispute resolution process provided for in Chapter 2260 of the *Texas Government Code* shall be used by the parties to attempt to resolve the dispute. Contractor must give written notice to UTMB of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By execution of this Agreement, Contractor acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement by UTMB, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the state's immunity from suit.

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

4.15 Independent Contractor - UTMB is an independent contractor and nothing herein contained shall constitute or designate UTMB or any of its employees or agents as agents and employees of COLLEGE.

4.16 HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's

actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

4.17 Effective Dates - This Agreement shall be effective from September 1, 2025, through August 31, 2026, unless sooner terminated as provided herein.

GALVESTON COLLEGE

THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON

---

W. Myles Shelton, Ed.D.  
President

---

Jamie D. Bailey, MBA, CPA,  
EVP and Chief Financial  
Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Content Reviewed: \_\_\_\_\_

---

William Scott Boeh  
Associate Vice President  
University Services &  
Registrar

Date: \_\_\_\_\_

Attachment A

College Occupational Health Students include:

Nursing

ADN

LVN

Transitional LVN

Allied Health

Radiography Technologist

Surgical Technologist

Certificate Program/Continuing Education

Phlebotomy