

**SPORTS MEDICINE SERVICES AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND
GALVESTON INDEPENDENT SCHOOL DISTRICT**

This Sports Medicine Services Agreement ("Agreement") is entered into by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas, on behalf of its Department of Family Medicine ("UTMB") and the Galveston Independent School District ("GISD").

WITNESSETH

WHEREAS, GISD desires the professional services of UTMB medical professionals, as designated by UTMB, to assist GISD in addressing certain health care needs of its school children as described herein; and

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

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. RESPONSIBILITIES OF UTMB

1.1 Services Provided.

- a. Coordinate, with assistance from GISD athletic trainers, pre-participation screening examinations and evaluations of prospective student athletes.
- b. Attend all varsity **home** football games (6):
 - i. Help assess and manage game day injuries and medical problems during all varsity home football games.
 - ii. Assist with any post-game referrals for care of injured or ill student athletes.
 - iii. Assist GISD athletic trainers with review and summarization of injuries and illnesses that occurred during the season.
 - iv. Work with GISD athletic trainers to identify student athletes requiring post-season care of injury or illness and encourage follow-up.
- c. Assist the GISD athletic trainers in establishing a network with other healthcare providers, including medical specialist and allied health professionals

- d. Help develop and/or review the school district's concussion awareness and management policy and procedures.
- e. Supervise and coordinate, with assistance from the GISD athletic trainers, post-concussion management and return-to-play.
- f. Review and authorize by signature, standing orders for GISD school nurses to administer over-the-counter medications to the students enrolled in GISD.

1.2 Availability. UTMB medical professionals will be available for consultations at the GISD campuses on specific dates and times to be arranged between a UTMB faculty Family Medicine Department consultant and GISD administrators. UTMB medical professionals will use their best efforts to be available upon reasonable request, for special on site or telephone consultations.

II. RESPONSIBILITIES OF GISD

2.1 Parental Consent. GISD will provide UTMB medical professionals all necessary parental consents and access to information found in GISD records concerning those students about whom GISD has requested consultation. GISD represents that it is authorized to allow access to its records, including student records and medical information, to UTMB medical professionals. In the event that a consultation request involves services other than those described in Section 1.1, GISD will obtain any parental consent, in writing, when necessary for completion of the consultation, and the parties shall either separately negotiate the compensation to UTMB for such services performed outside of those defined in Section 1.1, or the student/patient will be financially responsible for such services.

2.2 Notice of Meetings. GISD agrees to give UTMB reasonable notice of all meetings, consultations, training sessions, orientation sessions, workshops or any other events requiring the presence of a representative of UTMB.

III. TERMS FOR PAYMENT

3.1 Compensation. GISD agrees to compensate UTMB for the services described herein in the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS

(\$24,750.00), which shall be payable in three (3) equal installments of EIGHT THOUSAND TWO HUNDRED FIFTYAND NO/100 DOLLARS (\$8,250.00) with the first installment to be made on or before November 1, 2020, the second to be made on or before February 1, 2021, and the third to be made on or before June 1, 2021.

IV. MUTUAL AGREEMENTS

4.1 Indemnification.

4.1.1 GISD 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 GISD or the acts or omissions of others under GISD'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 GISD 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 GISD 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 tortious conduct of all other agents and employees of UTMB, including house staff, is provided for solely by the provisions of Chapters 101, 104 and 108 of the Texas Civil Practices and Remedies Code.

4.3 Force Majeure. Neither UTMB nor GISD 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 GISD and which by the exercise of due diligence UTMB or GISD is unable, wholly or in part, to prevent or overcome.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between UTMB

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

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

4.7 Nondiscrimination. UTMB and GISD agree that in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and that 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.

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

UTMB: Cheryl A. Sadro, CPA, MSM
Chief Finance Officer
The University of Texas Medical Branch
301 University Boulevard
Galveston, Texas 77555-0126

GISD: Kelli Moulton, EdD
Superintendent
Galveston Independent School District
P.O. Box 660
Galveston, TX 77553

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

4.10 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.

4.11 Compliance. UTMB and GISD 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 GISD.

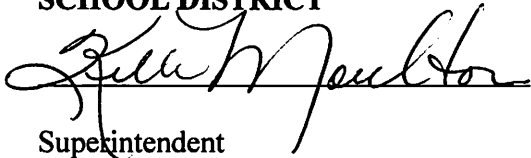
4.12 Headings. Headings have been included in this Agreement for convenience only and shall not effect the interpretation of any terms found herein.

4.13 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 GISD.

4.14 Effective Dates. This Agreement shall be effective from August 1, 2020, through July 31, 2021, unless sooner terminated as provided herein.

EXECUTED by representative of the parties with delegated authority below.

**GALVESTON INDEPENDENT
SCHOOL DISTRICT**


Superintendent

Date: _____

**THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON**

Cheryl A. Sadro, CPA, MSM
Chief Finance Officer

Date: _____

Content Review: _____

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

Date: _____

Rex McCallum, MD
Vice President, Chief Physician Executive

Date: _____

Barbara L. Thompson, M.D.
Professor and Chair,
Family Medicine

Date: _____