



## **AGREEMENT WITH UTMB FOR MEDICAL DIRECTOR SERVICES**

(REVISED, JBG 2-27-2025)

This AGREEMENT (“Agreement”) is entered 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 faculty members designated to provide services as Medical Director and Assistant Medical Director (“UTMB” or “Professional”), located at **310 University Boulevard, Galveston, Texas 77555** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

- 1. Scope of Services:** UTMB will provide faculty members to serve as Medical Director and Assistant Medical Director, and such Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, including the individuals provided by UTMB to serve as Professional, and can be generally described as **Medical Director Services**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **April 1, 2025** and shall expire on **March 31, 2028** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
- 3. Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$135,000.00** during the term of this Agreement – reflecting a Three (3) year Agreement compensated at Forty-Five Thousand (\$45,000) per year. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Pursuant to the authority of Chapter 59 of the Texas Education Code, UTMB, on behalf of Professional, will maintain during the term of this Agreement a self-funded program for professional liability coverage for Professional in the amount of \$500,000 USD per claim/\$1.5 million USD 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 Professional. 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, and such policy or policies will specifically cover Professional.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** Intentionally Omitted.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and

local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: INTENTIONALLY OMITTED.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** Intentionally Omitted.
25. **Publicity:** Neither party shall use the other's name, logo, or likeness in any press release, marketing materials or other public announcement without receiving such party's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of both parties to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on each other's property; disclaimers

and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement nor any other conduct, action or inaction of either party's representative relating to the Agreement constitutes a waiver of sovereign immunity by either party.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2271.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

**UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON (UTMB) - “Professional”**

\_\_\_\_\_  
Jamie D. Bailey, MBA, CPA, CFE  
Executive Vice President and Chief Financial Officer

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

Content Review: \_\_\_\_\_

\_\_\_\_\_  
Dietrich Jehle, MD, FACEP, RDMS  
Chair, Department of Emergency Medicine

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

# Exhibit A

**Scope of Services/Description of Products/Payment Schedule**  
(3 pages, including this page)

Scope of Services

## Exhibit A

### EMS Medical Director Scope of Services

#### RESPONSIBILITIES AND AUTHORITY OF MEDICAL DIRECTOR:

The responsibilities and authority of the Medical Director shall be as follows:

##### A. General

- (1) Serve as patient advocate in the EMS System;
- (2) Develop and implement the process for the provisions of concurrent medical direction;
- (3) Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care;
- (4) Set and ensure compliance with patient care standards, including medical and dispatch protocols;
- (5) Develop and implement protocols and standing orders under which the pre-hospital care provider functions, in conjunction with administrative staff;
- (6) Ensure the qualifications of pre-hospital personnel involved in patient care are maintained on an ongoing basis through education, testing, and credentialing;
- (7) Assist administrative staff in updating and implementing an effective quality improvement program for continuous system and patient care improvement;
- (8) Promote EMS research and evidence-based quality improvement;
- (9) Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers, and nurses;
- (10) Interact with national, regional, state, and local EMS authorities to ensure that standards, needs, and requirements are met, and resource utilization is optimized;
- (11) Maintain knowledge levels appropriate for an EMS medical director through continued education;
- (12) Participate in the development and implementation of a mobile community healthcare program (Community Paramedics);
- (13) Participate in administrative investigations and hearings with state and federal agencies;

##### B. Scope of Work

- (1) The medical director shall devote an average of eight (8) hours each month in direct contact time with members of the League City Fire Department program;
- (2) The medical director will assist with recertification requirements for National Registry and the State of Texas for both paid and volunteer fire department staff;
- (3) The medical director shall assist in the quarterly case review (M&M) to discuss specific patient care dynamics with the staff; case review may be conducted more frequently if a need is identified;
- (4) The medical director shall be responsible to update, and keep current the EMS standing orders/protocols for League City Fire Department; Protocols will be reviewed and updated on a quarterly basis, at minimum, in cooperation with the administrative staff;
- (5) The medical director shall maintain a working relationship with the EMS staff, be able and willing to implement programs and techniques as he/she observes a need, for the progression of the EMS service in the City of League City;



- (6) The medical director shall assist in the continuing education of EMS staff by occasionally participating in the EMS training programs, and collaborating with LCFD's EMS training coordinator on various projects;
- (7) The medical director will submit a detailed report to the LCFD EMS Chief every six (6) Months; which will include a listing of his/her activities relative to their compliance to the requirements and responsibilities of the position;
- (8) The medical director, having a contractual agreement with COLC, shall be an advocate for the certified EMS personnel employed by City of League City; being such, he/she shall give notification to LCFD before entering into other contracts or agreements as medical director with any other EMS provider at any level of certification and will participate in an impact evaluation discussion with LCFD's Administrative staff;
- (9) The Medical Director must be capable of providing direct on-line medical control, preferably involving a minimum of 2 associate medical directors, on a 24/7 basis;
- (10) Provide written and oral presentations to council, media, regulatory bodies and other stakeholders as needed;
- (11) Assist with medical legal assistance and guidance for EMS staff;

UTMB will provide the following individuals to serve as Professionals:

- Medical Director – Matt Talbott, DO
- Assistant Medical Director – Ashlyn Herman, MD

Duration and Compensation: Three-year agreement at \$45,000.00 per year.

## **Exhibit B**

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