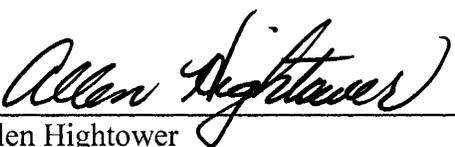
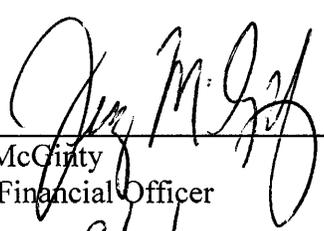


This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

<b>RECEIVING PARTY:</b> TEXAS DEPARTMENT OF CRIMINAL JUSTICE	
MAILING ADDRESS AND STREET ADDRESS:	Health Services Division Two Financial Plaza, Suite 625 Huntsville, Texas 77340
<b>PERFORMING PARTY:</b> CORRECTIONAL MANAGED HEALTH CARE COMMITTEE	
MAILING ADDRESS AND STREET ADDRESS:	1300 11 <sup>th</sup> Street, Suite 415 Huntsville, Texas 77340
<b>LEGAL AUTHORITY TO CONTRACT:</b> Interagency Cooperation Act, Chapter 771, Texas Government Code	
<b>CONTRACT TERM:</b> 09/01/11 through 08/31/12	
<b>TOTAL AMOUNT NOT TO EXCEED:</b> \$672,925.00	
<b>SUMMARY OF SERVICES:</b> The Correctional Managed Health Care Committee agrees to participate in the developing, implementing and monitoring of the correctional managed health care services for offenders confined in institutions operated by and for the TDCJ.	
<b>EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN</b>	
<b>PERFORMING PARTY:</b>	<b>RECEIVING PARTY:</b>
CORRECTIONAL MANAGED HEALTH CARE COMMITTEE	TEXAS DEPARTMENT OF CRIMINAL JUSTICE
BY: <u></u> Allen Hightower Executive Director	BY: <u></u> Jerry McGinty Chief Financial Officer
DATE: <u>09/01/11</u>	DATE: <u>9/1/11</u>

THIS CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," Chapter 771 of the Texas Government Code.

**I. CONTRACTING PARTIES**

The Performing Party: Correctional Managed Health Care Committee (CMHCC)

The Receiving Party: Texas Department of Criminal Justice (TDCJ)

**II. CMHCC'S RESPONSIBILITIES**

- A. The CMHCC agrees to provide the services to, or on behalf of, the TDCJ, The University of Texas Medical Branch (UTMB) and the Texas Tech University Health Sciences Center (TTUHSC) as set forth in Government Code, Chapter 501, Subchapter E. Managed Health Care.
- B. The CMHCC shall continue to maintain the Memorandum of Understanding (MOU) effective February 1, 2005 with UTMB for UTMB to provide administrative support services to the CMHCC.
- C. The CMHCC shall report their actual expenditures on a monthly basis, in writing, to the TDCJ. Should actual expenses be less than projected, the CMHCC will provide written notification to the TDCJ of the difference. Any projected funds anticipated to be unexpended or unobligated shall be returned to the TDCJ prior to or on August 31, 2012.

**III. TDCJ'S RESPONSIBILITIES**

- A. The TDCJ shall provide, at no additional cost, the CMHCC with two vehicles, including fuel and maintenance, to be used by the CMHCC for official purposes.
- B. The TDCJ shall ensure that appropriate provisions are included in the contracts between the TDCJ and the University Providers relating to the CMHCC's financial monitoring and reporting functions.
- C. The TDCJ shall provide advanced payment to the CMHCC in accordance with Section VI.

**IV. BASIS FOR CALCULATING REIMBURSABLE COSTS**

The payment for services detailed in Section II is based on the following annual budget:

Salaries, wages & benefits (4 positions)	\$508,687.00
Travel	\$ 2,764.00
<u>Other Expenses</u>	<u>\$161,474.00</u>
Total	\$672,925.00

**V. CONTRACT AMOUNT**

The total amount of this Contract shall not exceed \$672,925.00.

**VI. PAYMENT FOR SERVICES**

The TDCJ will make advanced payments, to the CMHCC, for correctional managed health care services provided by the CMHCC, to be deposited in the CMHCC's account as UTMB. The CMHCC will invoice the TDCJ in accordance with the following schedule:

September 15, 2011	\$167,312.00
November 15, 2011	\$167,312.00
February 15, 2012	\$169,150.00
May 15, 2012	\$169,151.00

By mutual written agreement between the CMHCC and the TDCJ, the scheduled payments may be adjusted.

**VII. TERM OF THE CONTRACT**

This Contract is to begin September 1, 2011 and shall terminate on August 31, 2012 unless terminated sooner in accordance with Section IX below.

**VIII. RELATIONSHIP OF PARTIES**

The CMHCC is associated with the TDCJ only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder. The CMHCC is and shall be an independent Contractor. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent or to otherwise create any liability for the TDCJ whatsoever with respect to the indebtedness, liabilities, and obligations of the CMHCC or any other party.

**IX. DEFAULT AND TERMINATION**

- A. The Parties agree that any material change in the underlying rationale for this Contract beyond the control of the TDCJ, including but not limited to legislative mandates, court mandates, funding decisions, natural or manmade catastrophes, shall, at the sole election of the TDCJ, be cause to discharge the CMHCC of its obligations to perform services under this Contract. The TDCJ shall provide 60 days written notice of termination of this Contract.
- B. Notice of intent to terminate shall be sent by certified mail, return receipt, requested to the CMHCC contact listed in Section XI.

**X. DISPUTE RESOLUTION**

In regards to this specific Contract, the dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

**XI. NOTICES**

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a U.S. mail with proper postage affixed, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have prescribed by notice to the sending party. Addresses for notices shall be as follows:

TDCJ: Texas Department of Criminal Justice  
Business and Finance  
P.O. Box 4015  
Huntsville, Texas 77342-4015  
Attn: Jerry McGinty

CMHCC: Correctional Managed Health Care Committee  
1300 11<sup>th</sup> Street, Suite 415  
Huntsville, Texas 77340  
Attn: Allen Hightower

**XII. RIGHT TO AUDIT**

The CMHCC understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, the TDCJ or any successor agency, to conduct an audit or investigation in connection with those funds. The CMHCC further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. The CMHCC shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors and the requirement to cooperate is included in any subcontract it awards.

**XIII. MISCELLANEOUS**

- A. This Contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- B. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- C. This Contract and any written modifications constitute the sole agreement of the parties. Any oral agreements or understandings outside the terms of this Contract shall be void.
- D. The Contracting Parties do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- E. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the CMHCC in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the TDCJ by the CMHCC upon completion, termination, or cancellation of this Contract. The CMHCC may, at its own expense, keep copies of all its writings for its personal files. The CMHCC shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMHCC's obligations under this Contract without the prior written consent of the TDCJ; provided, however, that the CMHCC shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

- F. In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- G. The Receiving Party further certifies that they have the authority to contract for the above services by authority granted in Texas Government Code, Title 4, Subtitle G.
- H. The Performing Party further certifies that it has the authority to perform the services contracted for by authority granted in Texas Government Code, Chapter 501, Section 501.148.