INTERAGENCY COOPERATION AGREEMENT
FOR HEALTH CARE SERVICES
BETWEEN
THE TEXAS JUVENILE JUSTICE DEPARTMENT
AND
THE UNIVERSITY OF TEXAS MEDICAL BRANCH, AT GALVESTON
TJJD AGREEMENT NUMBER CON0001516

This Interagency Cooperation Agreement (Agreement) is entered into under authority of the Interagency Cooperation Act, Chapter 771 of the Texas Government Code, by and between the Texas Juvenile Justice Department, an agency of the State of Texas, hereinafter called **TJJD** and The University of Texas Medical Branch at Galveston, a component institution of the University of Texas System, an agency of the State of Texas, hereinafter called **UTMB**.

RECITALS

WHEREAS, TJJD has the duty to provide health care services to Youth (defined below) within its custody under Section 242.051 of the Texas Human Resources Code; and

WHEREAS, TJJD desires that these services be provided in a high-quality manner and at the lowest reasonable cost, and UTMB has the capability and the authority under Chapter 65 and Chapter 74 of the Texas Education Code to provide these services; and

WHEREAS, these services are not required by Article XVI, Section 21 of the Texas Constitution to be provided under an agreement awarded to the lowest responsible bidder; and

WHEREAS, both TJJD and UTMB understood and agreed that TJJD had unresolved housing and healthcare staffing issues for the Youth in its custody at the commencement of the current biennium of Fiscal Years 2024 and 2025; and

WHEREAS, both TJJD and UTMB understand and agree that TJJD's biennial appropriation for Fiscal Years 2024 and 2025 for Health Care and Psychiatric Services is **$24,568,818**. The amount for Fiscal Year 2024 is **$12,219,563** and the amount for Fiscal Year 2025 is **$12,349,255**

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual benefits, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

A. **Dental Care**: Of or related to preventive dental education, diagnosis, prophylaxis and treatment of hard and soft tissue pathology.

B. **Emergency Care**: Health Care services provided in a hospital emergency or minor emergency facility or On-Site at the TJJD facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson possessing an average knowledge of medicine and health to believe that the person's condition, sickness, or injury is of a such a nature that failure to get immediate medical care could result in:

1. placing the person's health in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of a bodily organ or part;
4. serious disfigurement; or
5. In the case of pregnancy, serious jeopardy to the health of the fetus or pregnant individual.

C. **First Aid**: First response medical care given in an emergent or life-threatening situation until qualified Emergency Care Providers arrive; or first response medical care given for an obvious injury requiring immediate intervention.

D. **Health Care**: Services to provide for the mental and physical well-being of persons, including Preventive Care, and Rehabilitative Care. Health Care includes:

1. Primary Care;
2. Nursing;
3. Inpatient and Outpatient medical care;
4. Rehabilitative Care;
5. Emergency Care;
6. First Aid;
7. Dental Care;
8. Psychiatry Services
9. Specialty Care;
10. Optometry Services;
11. Sick Call;
12. Clinic Care;
13. Ancillary Medical Services such as Laboratory and Radiological Services; and,
14. Pharmacy Services.

Health Care includes Medically Necessary (defined below) care for any Youth not limited by the cost of care associated with the individual Youth. Health Care includes the prescription and administration of any medication, as well as related counseling, teaching, and re-entry planning.

Health Care does not include paternity testing or DNA or other identity testing but may include collecting samples for such tests. Health Care does not include forensic rape examination and/or collection of rape kit contents or evidence but may include preserving evidence consistent with Prison Rape Elimination Act (PREA) standards if applicable. Health Care does not include body cavity searches for purposes of checking for contraband. Health Care services may be provided by telehealth.

E. **Inpatient**: A patient who has been admitted to a hospital for a period longer than 23 hours for the purpose of diagnosis, treatment, or other health care.

F. **Local and Regional Providers**: Private Health Care providers located in a community near the TJJD facility where the Youth resides.

G. **Medically Necessary**: Services, equipment, or supplies furnished by UTMB which are:

1. Appropriate and necessary for the diagnosis and treatment of a medical or psychiatric condition;
2. Within standards of good medical practice within the medical community;

3. Not primarily for convenience; and
4. Medical and dental prostheses are Medically Necessary when the Youth's health or daily functioning is impaired without such.

H. **Medical Records**: All records, whether tangible or intangible, pertaining to the history, diagnosis, treatment, or prognosis of a person receiving Health Care services pursuant to this Agreement which are generated by UTMB at TJJD owned or operated facilities or at UTMB facilities and maintained by UTMB in accordance with this Agreement. UTMB utilizes an Electronic Health Record (EHR), as the official medical record to document clinical information.

I. **Off-Site**: not located at a TJJD facility.

J. **On-Site**: located at a TJJD facility.

K. **Optometry Services**: Of or related to the correction of a Youth's vision. Services shall include corrective eyewear for Youth with 20/40 vision or above. Eyewear provided to Youth must not have glass lenses or a metal or hard plastic rod in the frame. Youth will not be allowed contact lenses unless medically necessary. Youth may be allowed to retain non-TJJD eyeglasses pending TJJD discretion; if non-TJJD eyeglasses are not permissible, non-TJJD eyeglasses will be replaced as soon as state issued eyewear is received.

L. **Outpatient Care**: Care provided to a Youth in a medical clinic or hospital, which requires observation and/or treatment of the patient for 23 hours or less.

M. **Preventive Care**: Health Care that includes screening tests for early detection of health problems (including HIV testing unless refused by the Youth), annual physical examinations, nutritional risk assessments and counseling for health conditions that require dietary intervention, health education for sexually transmitted diseases, HIV, hygiene, healthy lifestyle, and chronic health conditions such as diabetes, asthma, seizures, hypertension, and acne, and immunizations to reduce the risk of developing a disease.

N. **Provide**r: A Texas Licensed medical doctor or doctor of osteopathy or Texas licensed mid-level practitioner.

O. **Primary Care**: Health Care provided by a Provider for a given episode of illness that leads to a decision regarding a course of action to resolve a health problem and includes, but is not limited to, diagnostic tests and/or procedures, treatment interventions, such as the administration of prescription (including psychotropic) and non-prescription medications, laboratory monitoring, and dental services. Primary Care also includes obstetrics and gynecology.

P. **Psychiatric Services**: Psychiatric services provided by a Texas licensed psychiatrist or mid-level practitioner who is qualified by education and/or experience to evaluate and treat Youth. These services include case consultation, psychiatric evaluation, diagnosis, treatment with psychotropic medication and other treatment recommendations and interventions to address youth's identified mental disorder(s) that have an adverse impact on the individual's activities of daily living and functioning within TJJD operated facilities. They specifically include:

1. Psychiatric diagnostic interviewing, evaluation, and treatment of mental disorders in accordance with DSM 5 criteria and current trauma-informed clinical practices;

2. Psychotropic medication initiation, continuation. adjustment, and overall management as clinically indicated for treatment of mental disorders;

3. Participation with TJJD psychologists and other UTMB CMC health care and TJJD direct care staff in the multidisciplinary treatment planning efforts for youth with DSM-5 disorders and previous complex developmental trauma;

4. Recommendations for continuity of mental health and psychiatric aftercare services for youth identified to have psychiatric disorder(s) prior to release from a TJJD state school facility;

5. Provision of psychiatric evaluation and follow-up evaluations to include diagnostic interviews and mental status examinations, assessment of current signs and symptoms of DSM-5 disorders, and evaluation of a youth's imminent risk of harm to self or others;

6. Additional consultation, recommendations, and coordination with TJJD Psychology services and the TJJD Medical Director, Nursing, and Central Leadership for clinical services, further clinical management and case consultation regarding suicide prevention and intervention strategies, post-release and discharge planning, and other disposition and treatment recommendations.

Q. **Rehabilitative Care**: Services provided to a Youth after a disabling disease or injury to restore functioning to a level that allows for safe participation in the basic activities of daily living.

R. **Specialty Care**: Health Care services provided by a physician or other Health Care provider who has received advanced clinical training and may have a postgraduate academic degree (includes, but is not limited to, medical consultants, surgeons, optometrists, and physical and respiratory therapists).

S. **Subcontractor:** Any physician, vendor, dentist, etc. that is employed or contracted through UTMB, that comes on-site to UTMB-TJJD facility is a UTMB contract provider.

T. **TJJD facility**: All current institutions and halfway houses operated by TJJD include:

1. Evins Regional Juvenile Center (including, but not limited to, Phoenix Program;
2. Gainesville State School;
3. Giddings State School (including, but not limited to, the Mental Health Treatment Program);
4. McLennan County State Juvenile Correctional Facility (including, but not limited to, the Youthful Offender Program; and
5. Ron Jackson Juvenile Correctional Complex (including, but not limited to, the Orientation and Assessment Unit).

U. TJJD Halfway Houses
1. Ayres
2. Karyn's
3. Schaeffer
4. Tamayo

V. **Youth**: Juvenile in the custody of TJJD at a TJJD facility.

ARTICLE II
SCOPE AND INTENT

A. UTMB agrees to provide and administer a comprehensive Health Care delivery system that provides a uniform level of medical, dental, and mental health care for all TJJD Youth that:

   1. Meets or exceeds the standard of care as outlined by the Texas Medical Board, Texas Board of Nursing, Texas Family Code, Clinical Laboratory Improvement Amendments (CLIA), Prison Rape Elimination Act (PREA) requirements, and other applicable standards and regulations;
   2. Is fully integrated with TJJD's behavioral and rehabilitative systems; and
   3. Meets or exceeds the service level requirements specified in this Agreement.

B. In the event of a conflict between the standards and requirements under the terms of this Agreement and standard of care as outlined by the Texas Medical Board, Texas Board of Dental Examiners, Texas Board of Nursing, Texas Family Code, Clinical Laboratory Improvement Amendments (CLIA) and/or Prison Rape Elimination Act (PREA) requirements, the terms that provide the higher level of care shall govern.

C. TJJD agrees to pay UTMB for Health Care and other services received in accordance with the provisions of this Agreement.

D. TJJD and UTMB intend to create a working relationship under this Agreement that has:

   1. Clearly defined roles for each party;
   2. An effective process to identify problems and opportunities for improvement; and
   3. Opportunities to resolve problems and implement improvements in a timely manner.

E. UTMB and TJJD agree to meet on a regular basis, to discuss the quality, availability, and integration of Health Care being provided to Youth and determine any action necessary to correct deficiencies noted by either party. A report stating relevant findings and proposed action plans resulting from each meeting shall be agreed upon and approved by UTMB/TJJD representatives for purposes of reporting to state government officials.

F. The parties have each developed and exchanged staffing plans in a good faith effort to address assessment of TJJD's health care needs and UTMB's ability to support those needs. UTMB agrees to provide bi-weekly staffing reports that identify new hires, staff separations, and vacancies. Both parties anticipate that the location, needs and volume of TJJD's Youth may change over the term of this Agreement and appropriate changes will be made jointly. Both parties recognize that cooperation under the terms of this Agreement provides the strongest opportunity for each agency to perform its statutory mission.

ARTICLE III
ON-SITE FACILITIES, SERVICES, EQUIPMENT, AND SUPPLIES

A. UTMB agrees to provide the following Health Care Services, in accordance with the following terms and conditions:

   1. UTMB will provide Psychiatric Services as described in Article I, Section P of this Agreement. The parties shall coordinate their efforts in order to minimize disruption of

services resulting from bandwidth or other technology limitations outside the parties' control.

2. Primary Care for TJJD facilities shall include staff coverage by a Provider for a mutually agreed upon number of hours at each facility based on needs and a Provider and registered nurse will be available on-call for all other hours.

3. At all times, UTMB will provide TJJD facility nursing coverage at a level required for maintaining all applicable standards compliance, being compliant with PREA standards or meeting access to care standards required by this Agreement, whichever is more stringent. UTMB shall submit a short and long term staffing plan, approved by TJJD for on-site nursing coverage. The staffing plan shall include on-site coverage by nurses for at least sixteen (16) hours per day (day and evening shift) at all facilities, with 24-hour nursing care at high acuity facilities, as determined by TJJD and as staffing allows. Priority shall be given to RN staffing on weekdays. Nursing services will be provided only in a safe environment as required by the Texas Board of Nursing regulations.

4. Nursing activities for halfway houses, shall include sufficient personnel to conduct the following:

   a. Medication Administration Training for TJJD Halfway House Staff;
   b. Medical Records Scanning; and
   c. Education of TJJD Halfway House Staff for Youth with Specialized Health Needs.

5. Health care may be provided through the use of telehealth at TJJD facilities.

6. The primary modality for Psychiatric Services provided to TJJD Youth shall be via telehealth/telepsychiatry. There may be a periodic need for certain identified psychiatric staff to travel to TJJD units to better understand a particular unit and/or specialty program's mission, unit operations, youth escort to medical clinic, and other areas that have an impact on psychiatric clinics or access to care. When clinically indicated, there may be some periodic on-site psychiatric clinics held and/or case consultation when determined as necessary by the UTMB CMC mental health services director. If a Youth's overall psychiatric acuity and evaluation and treatment needs exceed those available at a TJJD facility, and the youth presents an imminent risk of harm to self/others and/or presents as psychotic or is otherwise gravely disabled and not able to perform activities of daily living, then UTMB CMC psychiatric staff and if needed, the UTMB CMC director of mental health services, will be consulted for additional evaluation and treatment planning recommendations, in particular whenever there is any consideration of pursuing psychiatric state hospital civil commitment. Every effort will be made to evaluate and recommend additional treatment interventions before this critical stage is reached. Because of the complexity and amount of staff time and resources involved in triage, referral and civil commitment process, and additional communication prior to a TJJD Youth 's transfer to a state hospital, UTMB CMC psychiatric staff will have 4 business days to review health records, perform specialized youth diagnostic evaluation(s), complete required legal documentation (e.g., complete and sign notarized affidavits and certificates by examining psychiatrists), participate in treatment team meetings with unit TJJD psychology, TJJD medical director, and other clinical staff to optimize other unit based interventions and treatment efforts, and to perform doctor to doctor communication with the receiving entity.

7. First Aid shall be provided to TJJD employees when an employee is in need of such care while on duty. Infirmary staff will document any First Aid care given to staff on the log designated for this purpose. First Aid does not include routine blood pressure checks, temperature checks, and administration of any type of internal medication, examination of an individual for illness or previous injury, medical advice, or evaluation to determine whether an on-the–job injury has occurred.

8. Medication, prescription and non-prescription, with the exception of nonprescription preparations for acne and fungal infections routinely provided on the dorm for basic hygiene.

9. A thirty-day supply of prescription medication for Youth who are transferring to a halfway house, contract care programs, or leaving TJJD custody. Contract care programs are not included as "on site" locations under this Agreement. In special situations, and only when clinically indicated/appropriate, UTMB physicians may extend the prescription for sixty days when a Youth transferred to a jail or on parole runs out of medication to ensure continuation of health care delivery.

10. Collection of blood or buccal specimens for purposes of DNA analysis when such is required to be taken from the Youth by state law.

11. Disposal of all infectious and/or bio-hazardous waste in accordance with established Centers for Disease Control (CDC) protocols and Texas Department of State Health Service standards.

12. All equipment and supplies, including the repair, replenishment and replacement of the equipment and supplies for the provision and administration of Health Care, including but not limited to infirmary equipment and supplies (including gloves, bandages, tongue blades, venipuncture supplies, needles, syringes, cotton balls, applicators, sutures, tape, thermometers, reference books, periodicals, drapes and sharps containers), office equipment, furniture, and supplies including computer hardware and software, printers, scanners, fax machines, photocopy machines, shredders, paper, and printer cartridges and telehealth equipment. All equipment for which UTMB has received full reimbursement under this or any preceding agreement with TJJD shall revert to TJJD in the event that this Agreement expires and is not replaced or is terminated by either party. All equipment for which UTMB has received partial reimbursement under this or any preceding agreement shall revert to UTMB only to the extent that UTMB has not been fully reimbursed.

13. UTMB agrees to provide and replenish the contents of first aid kits in TJJD facilities and vehicles used to transport the Youth. TJJD will provide periodic first aid kit checks, bring the kits to clinic for replenishment and collaborate with UTMB to determine first aid kit placement locations.

14. For Youth currently in TJJD custody, UTMB will enter or scan all clinical documents into the Electronic Health Record (EHR). UTMB will duplicate EHR records as necessary for continuity of health care. TJJD will duplicate EHR records as necessary for administrative use.

15. The psychology records which are determined to be clinically relevant for comprehensive Psychiatric care will be scanned into the EHR by designated TJJD staff. Psychology encounters will be entered or scanned into EHR as deemed appropriate and necessary for better coordination of health care.

B. TJJD will provide the following, related to UTMB's On-Site Health Care:

1. Photographs of each Youth, with the Youth's name and TJJD number, either for presentation by the Youth at the time of Health Care service or, in the alternative, for inclusion in the Youth's medication administration record and medical file, including the EHR and SMART systems. Youth photographs are to be updated at least annually.

2. Utilities, daily infirmary housekeeping, housekeeping supplies (including paper towels, toilet tissue, soap, wax, etc.) and maintenance of TJJD facilities.

3. A secured vehicle for use by UTMB infirmary staff. UTMB staff may not drive the TJJD motor vehicles off site unless both parties agree with the proposed arrangement.

4. Designated infirmary staff (FTE) each shift to ensure adequate staffing for transporting youth to and from on-site clinic appointments.

5. All capital equipment customarily included as part of the construction of any new TJJD facilities occupied after the effective date of this Agreement. Prior review by TJJD is required for the addition of major capital equipment items, which require additional facility infrastructure support such as power, water, wastewater, air conditioning, to ensure sufficient support is available.

6. Access to TJJD's technology infrastructure (telephone and data, including Internet Protocol (IP) addresses) as they currently exist, to enable UTMB's equipment, such as phones, video, computer hardware and software, to access and communicate with UTMB's off-site equipment. Upon request, TJJD will furnish sufficient information to UTMB to ensure that equipment to be purchased by UTMB for on-site use is compatible with TJJD's technology infrastructure. TJJD will provide connectivity to UTMB facilities where EHR and Image Server are housed, and all approved UTMB telehealth providers at UTMB facilities.

7. Technology infrastructure and related technical bridge services for the delivery of telehealth services by UTMB. UTMB will be allowed to initiate telehealth connections from UTMB locations around the state into TJJD telehealth stations, subject to the capability and connectivity of non-TJJD technology infrastructure. UTMB will schedule telehealth conferences via a mutually agreed upon process.

ARTICLE IV
OFF-SITE SERVICES AND TRANSPORTATION

A. UTMB agrees to provide Health Care Off-Site through Local and Regional Providers.

B. Medicaid eligible Youth in Halfway Houses will receive primary care, psychiatric follow-up and care, psychotropic medication monitoring and prescription renewals, and dental services from local providers. UTMB will provide bridge funding for necessary services prior to Medicaid approval.

C. To the extent possible, UTMB agrees that its separate agreements with Local and Regional Providers will be prearranged to assure that Health Care services are readily available at competitive market rates. All Medicaid local provider agreements for halfway house (HWH) Youth will be prearranged by TJJD.

D. TJJD agrees to be responsible for transportation of Youth for Off-Site care, except when Youth are transported by ambulance.

E. UTMB agrees to provide Medically Necessary ambulance transport.

F. UTMB retains decision making authority for hospital admissions and Off-Site care. The TJJD Medical Director shall receive immediate notice of such decisions and reserves the right to participate in collaboration with UTMB medical providers in hospital admissions and Off-Site care. All hospital admissions and emergency room visits will be reported to TJJD medical services.

ARTICLE V
STANDARDS OF CARE

UTMB agrees:

A. To provide Health Care Services that meets or exceeds the standard of care as outlined by the Texas Medical Board, Texas Board of Dental Examiners, Texas Board of Nursing, Texas Family Code, Clinical Improvement Laboratory Amendments (CLIA), Prison Rape Elimination Act (PREA) standards, and other applicable standards and regulations.

B. To meet the levels of care for initial health screening, physical examination, sick call, primary care physician services, psychiatric services, clinic care, emergency medical service, dental care, medical records, pharmaceuticals, special medical programs and health promotion and disease prevention as provided in Attachment 1, *Services Levels.*

C. To comply with all federal and state laws and regulations, court opinions and mandates and TJJD policies that are applicable to the delivery of Health Care services under this Agreement, including but not limited to:

1. Centers for Disease Control protocols and Texas Department of State Health Services standards for handling of infectious waste;

2. TJJD policies including, but not limited to, the confidentiality of medical records; the parties shall collaborate on implementing new policies;

3. Human Immunodeficiency Virus Services Act (Chapter 85 of the Texas Health and Safety Code) requirements for maintaining the confidentiality of human immunodeficiency virus (HIV) status and its related conditions;

4. Communicable Disease Prevention and Control Act (Chapter 81 of the Texas Health and Safety Code);

5. Federal regulations implementing 42 USC 290dd-2 and 42 CFR Part 2, related to the confidentiality of certain records of Youth with alcohol or other drug problems in certain federally assisted programs;

6. Health Insurance Portability & Accountability Act (Public Law 104-191, 104th Congress) and Standards for Privacy of Individually Identifiable Health Information (§§160.102, 160.103, 160.202, 164.104, 164.500, 164.501; 164.504); and

7. Prison Rape Elimination Act of 2003 (PREA) (34 USC 30301 et seq.).

D. To employ or contract only fully qualified and properly licensed health care professionals for the delivery of services under this Agreement and to use registered nurses (RNs) or Providers to provide, or directly supervise, the provision of treatment consistent with the relevant licensing board requirements.

E. To submit a facility-by-facility staffing plan for the TJJD facilities to TJJD within thirty (30) calendar days of the execution of this Agreement. The staffing plan is subject to approval by TJJD and shall be updated as clinically indicated upon request by TJJD.

F. To use a mutually developed medication formulary appropriate for the treatment of children and adolescents. The TJJD Medical Director, in consultation with the P&T (Pharmacy and Therapeutics) committee, has final approval authority of the medication formulary.

G. To develop with TJJD a written infirmary emergency/disaster plan for TJJD approval that is integrated with TJJD's emergency disaster plan and includes procedures for responding to natural and man-made disasters;

H. To prohibit any form of pharmaceutical, cosmetic or medical experiments or studies involving Youth; and

I. Not to perform elective cosmetic surgery on any Youth without prior written approval of the TJJD Medical Director.

J. To supply Narcan or the drug's equivalent to TJJD security staff to support efforts in the opioid overdose program on the facilities and the halfway houses. UTMB nursing staff will train security staff on administration and record-keeping of the drug on an annual basis. The UTMB Chief Medical Director for TJJD will approve the protocol whereby in which the drug is administered by the security staff.

ARTICLE VI
PAYMENT FOR SERVICES

A. Subject to the "Not To Exceed" amount specified in Article VIII and the attached budget identified as **Exhibit A Budget**, which amounts are agreed upon by both parties, TJJD agrees to pay UTMB for the below-described services provided to TJJD under this Agreement:

   1. For Health Care, other than Psychiatric Services, an amount not to exceed $11,290,289 for Fiscal Year 2024 and $11,419,981 for Fiscal Year 2025.

   2. For Psychiatric Services, an amount not to exceed $929,274 for Fiscal Year 2024 and 929,274 for Fiscal Year 2025.

   3. TJJD shall issue payment to UTMB in the amount of $500,000 on the 10th of each month. These funds are to be applied toward the expenses associated with the delivery of services in their respective categories above. On or before the 25th 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 the payment amount issued by TJJD.

B. UTMB will include with each invoice a Statement of Revenues, Expenses and Changes in Net Assets as well as the following detail according to facility and halfway house:

   1. Salaries and wages (staffing list by position, title and salaries and percentage allocation for administrative staff); and

2. Psychotropic prescriptions (identify credits and price adjustments); and

3. Narcan prescription at Wholesale Acquisition Cost (WAC)

C. Basis for Payments. The parties understand and agree that the payments outlined herein cover the services specified in this Agreement. The parties further agree that this Agreement is entered into with an understanding that the level of services required shall be consistent with the accepted national standards of care at the time of execution of this Agreement. Any significant changes in the national standards of care as promulgated and approved by national authorities, such as the National Institute of Health or the U.S. Centers for Disease Control and Prevention shall be cause to amend this Agreement so that required services shall comply with new national standards.

D. Requirement for Fiscal Estimate for Additional Services. If during the period of this Agreement, additional services beyond those contemplated within the Agreement are requested, TJJD and UTMB agree to work cooperatively to develop an estimate that indicates the anticipated cost and/or savings related to the request and to identify a source(s) of funding for such additional services.

E. Timely Invoices and Summary Expenses Required. On a monthly basis, UTMB shall provide, in a mutually agreed upon format, a monthly summary of expenses by cost center that contains individual itemizations for medications and for nurse position vacancies. Supporting data will be provided for psychotropic medications. UTMB will provide the summary of expenses report by the 25th day of the previous month in conjunction with the invoices. Additional information will be provided upon request. TJJD and UTMB shall regularly meet to address any billing and payment issues.

F. Reimbursement for Natural or Manmade Catastrophe. In the event of a Natural or Manmade Catastrophe, UTMB shall be reimbursed by the TJJD for all actual Health Care expenses specifically related to the catastrophe and provided to TJJD Youth and employees, including temporary housing for UTMB staff mobilized to provide services, provided that TJJD has reviewed and verified the expenses and certified the event as a Natural or Manmade Catastrophe.

G. Unemployment and Worker's Compensation Reimbursements. UTMB shall be responsible for reimbursements for its employees required under Article IX, Sections 15.01 and 15.02, CCSB1, General Appropriations Act, 81st Legislature, Regular Session, 2009.

H. Cancellation due to Legislative Action. Should the Legislature fail to provide funding for Health Care Services, either party may cancel this Agreement.

I. Material Changes Cause for Cancellation. The undersigned parties agree that any material change in the underlying rationale for this Agreement beyond the control of UTMB, including, but not limited to, legislative mandates, court mandates, funding decisions, natural or manmade catastrophes, shall be, at the sole election of UTMB, cause to discharge UTMB of its obligations to perform Health Care Services under this Agreement. UTMB shall provide one hundred and eighty (180) days written notice of termination of this Agreement.

J. Change in Appropriations. The undersigned parties understand and agree that payment for services outlined in this Agreement are based on appropriations for Health Care Services (Strategy A.1.5) and Mental Health (Psychiatric) Services (Strategy A.1.6). Any change in the appropriations amounts made by the Legislature, by budget execution or other action beyond the control of the TJJD shall be cause for this Agreement to be renegotiated and/or canceled by any of the parties.

K. Restrictions on Expenditures.

1. All expenditures made from funds allocated through this Agreement to TJJD and subsequently paid to UTMB shall be for services provided to TJJD under the terms of this Agreement.

2. While the parties acknowledge that once funds have been earned by UTMB under the terms of this Agreement, such funds are considered local funds, the parties agree that all expenditures will be made in accordance with the State Comptroller's guidelines for utilization of general revenue funds. These guidelines include definitions for allowable and unallowable expenditures of general revenue funds. The parties further agree to the following exceptions:

   a) On a case-by-case basis, UTMB may request that additional exceptions to the restrictions on expenditures be approved by TJJD.
   b) Notwithstanding paragraph "a" above, in no event may the funds earned under this Agreement be expended for the following items:

      i. Food items for employees or prospective employees, other than payments for meals made as a part of a travel reimbursement in compliance with state travel regulations;
      ii. Flowers or decorative plants;
      iii. Gifts and awards for employees, other than service awards subject to limitations set by the Government Code Section 2113.201; and
      iv. Costs related to staging employee celebrations such as retirement parties, special recognitions, graduations, promotions or similar such events.

L. Notice and Review of Certain Spending Initiatives. TJJD shall be provided advance notice of spending initiatives undertaken by any of the parties that are projected to represent a significant cost increase to the program. For the purposes of this paragraph, a significant cost increase is defined as an amount over $50,000. Examples of such initiatives include, but are not limited to, across-the-board salary increases for staff, purchases of new equipment, or changes in procurement practices. TJJD staff shall review the supporting detail and rationale for the initiative.

As used in this Section and any attached Budget the term "overhead" shall mean: an assessment against gross revenues for Institutional Shared Services provided to support the UTMB Correctional Managed Care organization, including: Institutional Governance, Legal, Compliance, Audit Services, Governmental Relations and Legislative Affairs, Human Resources, Electronic Health Network, Office of Community Health Services, Finance, Office of University Advancement, Logistics, Information Services, Retiree Health Benefits, and depreciation and interest expense on Capital Asset Financing.

ARTICLE VII
FINANCIAL REPORTING AND MONITORING PROVISIONS

A. Financial Reports. UTMB shall provide information necessary to complete financial reports detailing all expenditures made to provide services under this Agreement and reflecting the actual costs of providing healthcare. Such reports include:

1. Monthly reports detailing all actual expenditures by location (i.e. facilities and aggregate HWHs) made to provide services required by the Agreement including information such

as, but not limited to:

a. A standard financial report summary; and
b. Supporting Detail: (by month, year to date summary)
   i. Salary/Benefit Costs in aggregate terms and breakdown by Unit/ Department.
   ii. Operating Costs by object of expense (in aggregate terms and by categories).
   iii. Capital Asset Acquisitions; and its breakdown by type and facility.
   iv. Payments to Local and Regional Providers (Physicians, Hospitals for various types of services, EMS costs).
   v. Payments to UTMB Hospital/ Physician and type of services.
   vi. Aggregated payments in each category.
   vii. Detailed breakdown of staff benefits paid for UTMB employees working in TJJD facilities and on behalf of TJJD services.
   viii. Explanations for allocation of fractionated indirect costs paid by TJJD for UTMB employees including identification when possible.
   ix. Detailed breakdown of IBNR projections and PMPM cost basis on a monthly basis including year to date projections.
   x. A detailed breakdown of billed free world charges and amount paid as full as a percentage of billed charges by facilities and type of services in aggregate terms and its breakdown.

2. Monthly reports detailing all actual revenue applied to the Agreement including both payments from the Agreements and benefit reimbursements.

3. Monthly report (Income Report) detailing initial budget by category (previously supplied to UTMB), year to date expenditures, current month's expenditures, and remaining balance.

4. Other financial reports required by TJJD to be determined jointly by TJJD and UTMB finance department.

5. Data of costs incurred for the month and year to date in the aggregate with trends and projections for the year.

B. UTMB will provide the following utilization data for Off-Site care, which includes Local Providers for each fiscal year no later than ninety (90) days following the end of the fiscal year. This includes an aggregate summary and its breakdown.

1. Total number of physician encounters by CPT/DSM (Current Procedural Terminology) code, the amount billed and the amount paid associated with each CPT code;

2. Total number of outpatient procedures by CPT/DSM code for physician services, and by ICD-10 code for hospital outpatient procedures, the total amount billed and amount paid associated with each procedure;

3. Total number of admissions by DRG (Diagnostic Related Group) with the average length of stay and the total amount billed and amount paid associated with each DRG if applicable; and

4. The total amount billed and the total amount paid for all Off-Site services, including radiology services and dental and optometry care.

C. Reporting Formats and Schedules. TJJD and UTMB agree to continue to work cooperatively to identify reporting data requirements, to adopt standardized report formats and to comply with schedules for reporting information to TJJD. Detailed financial data by month shall be reported monthly by UTMB to TJJD not later than the 25th day of the succeeding month, except that the final year end closeout report shall be due to the TJJD not later than forty-five (45) days following the end of the fiscal year. The report will include all reasonable projections of potential outstanding bills along with projections for possible reimbursements that may be required to close outstanding accounts.

D. Financial Monitoring. TJJD, with the cooperation of UTMB and subcontractors, shall conduct monitoring activities designed to verify the accuracy of data included in financial reports provided to TJJD and to enforce the financial provisions of this Agreement. Such activities shall include, but not be limited to:

1. TJJD will have access to up to 100 hours of UTMB internal auditor resources to assist the TJJD in risk assessment, testing and expense verification activities. Any clinical audit performed by the Texas Medical Foundation or State Auditor's Office will count towards the 100 hours that UTMB must make available to TJJD.

2. Procedures for testing samples of expenditures to review and verify supporting documentation.

3. Provisions for TJJD staff, internal auditors or agents of TJJD to access, test and validate transactions charged to the Agreement.

4. Summaries of all financial monitoring activities and copies of internal audit reports relating to the correctional health care program will be provided to UTMB and TJJD as a part of the routine financial reports issued by TJJD.

ARTICLE VIII
AGREEMENT AMOUNT

In the absence of a Natural or Manmade Catastrophe, or unless otherwise provided in this Agreement, the amount of this Agreement shall not exceed **$24,568,818**. In the event that the actual costs of services are reasonably expected to exceed the amounts above based upon agreed upon projections, then TJJD agrees that they shall work with the LBB to expeditiously seek additional appropriations as necessary to fully fund this agreement. UTMB agrees to assist with any required discussions and/or materials to justify projections.

ARTICLE IX
PERFORMANCE BASED ACCOUNTABILITY

A. UTMB agrees to establish and maintain a utilization review (UR) process for managing Health Care costs and ensuring consistent and appropriate clinical referrals. UTMB also agrees to submit to the TJJD Medical Director a UR report at the beginning of each calendar quarter that includes the number of specialist referrals by type and the current status of each referral including trends and year to date aggregated data analysis.

B. UTMB agrees to have a quality improvement plan, consisting of its activities to monitor each facility at least annually and to evaluate and improve the delivery of Health Care under this Agreement according to the Standards of Care in Article V.

C. UTMB and TJJD agree to establish regular meetings to promote mutual discussion and exchange of information regarding health related issues.

D. UTMB agrees to have the health services administrator for each facility participate in at least one TJJD facility interdisciplinary management team meeting per month.

E. UTMB shall provide TJJD with a written contingency plan for accessing and documenting Health Care EHR information in the event the EHR system is temporarily unavailable. UTMB shall provide Health Care regardless of the availability of the EHR system.

F. UTMB agrees to have nursing case management services via Nurse Coordinators for Health Services for institutions to assist in the coordination of health care services, health services liaison with youth's parent/guardian and re-entry planning for Youth and to participate in multidisciplinary meetings regarding Youth identified by UTMB as having significant medical conditions/needs. UTMB will have nurse coordinators for Health Services in a sufficient number at the Intake center to perform review of all community records received.

G. UTMB understands that TJJD may access, inspect, and reproduce all records related to UTMB's provision of services under this Agreement belonging to either UTMB or its subcontractors. UTMB understands that TJJD will conduct on-site inspections of facilities and interviews of persons providing health care services under this Agreement. Upon request from TJJD or upon its own initiative, UTMB shall provide corrective action, within thirty (30) days, or as otherwise agreed by TJJD. Such action shall include a Corrective Action Response with a written description of the problem, what actions UTMB has taken to remedy or ameliorate the effects of the problem, and implementation plan.

   Failure to provide a satisfactory Corrective Action Response within the time-frame agreed by TJJD may result in a reduction in the payment to UTMB in an amount equal to the costs TJJD actually expends to obtain alternative Health Services during the days that health care which should have been provided in accordance with the terms of this Agreement was not in compliance until such time as the corrective action is completed.

H. UTMB agrees to cooperate with all TJJD investigations of neglect or mistreatment that are alleged by Youth or others on Youth's behalf and to provide medical records, as requested, for the purposes of conducting alleged mistreatment investigations regarding the delivery of health care. TJJD agrees to report to UTMB the results of any such investigations it conducts that relate to the misconduct or performance of UTMB health care providers and to provide other information related to the investigation to the extent the information is not confidential, privileged or otherwise immune from disclosure under state or federal laws.

I. UTMB agrees to provide a general summary report to TJJD of any peer review investigation or

inquiry not conducted by TJJD that arises out of its provision of health care under this Agreement to the extent such information is not confidential, privileged or otherwise immune from disclosure under state and federal laws.

J. UTMB agrees to report to TJJD any corrective action it takes with regard to the results of an investigation or inquiry that is conducted by TJJD or that arises out of the provision of health care under this Agreement to the extent such information is not confidential, privileged or otherwise immune from disclosure under state or federal laws. Corrective action will be provided in writing within 30 days of request by TJJD.

K. UTMB will submit to TJJD reports of all internal quality assurance reviews conducted by UTMB.

L. UTMB agrees to provide appropriate health education for TJJD Youth and staff regarding conditions relevant to juveniles residing in a correctional health care setting. Health education shall address both preventative measures and the reporting of significant symptoms to health care staff.

M. UTMB shall provide TJJD notice of any litigation as it relates to the quality of care Youth receive at TJJD facilities.

N. TJJD agrees to make available to UTMB On-Site Health Care staff, at no cost, any pre-service topic TJJD covers with its employees necessary for UTMB staff to perform their jobs in a timely manner and in a format as agreed by both parties. TJJD shall not be responsible for any living or travel expenses not directly associated with Off-Site training unless it is specifically connected to the performance of this Agreement. Any travel or living expenses claimed from or paid by TJJD shall be limited to the same amount and types that are available to state employees travelling on state business.

O. UTMB agrees to maintain and to provide to TJJD, documentation of the credentials of all Providers serving under this Agreement. UTMB will provide Curriculum Vitae for Providers to TJJD when requested.

P. UTMB agrees to conduct a quarterly review of communicable diseases and infection control activities with clinical staff from UTMB and designated appropriate staff of TJJD.

Q. The TJJD and UTMB Medical Directors will develop and/or approve all policy related to Health Care. TJJD and UTMB agree to make a good faith effort to mutually involve each other in procedure, protocol, and forms development and to solicit input regarding decisions that affect the provision of health care. TJJD agrees to provide electronic access to all TJJD forms, policies, and procedures related to health care. UTMB must comply with all TJJD policies and procedures related to health care, and TJJD will monitor compliance.

ARTICLE X
DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used by TJJD and UTMB to attempt to resolve all disputes arising under this Agreement that are not able to be addressed in an informal manner or the manner discussed below.

B. TJJD and UTMB agree that other complaints or disagreements, not otherwise addressed in Article IX, that arise in the course of providing services under this Agreement shall be resolved at the lowest administrative level of both TJJD and UTMB that is closest to the matter and, therefore, is in the best position to mutually resolve it. Any unresolved matter at that level after ten (10) working days will be referred to the next administrative level that is appropriate for each party (10 working days is allowed for resolution at each consecutive level) until a mutually agreed upon resolution can be reached. A matter is satisfactorily resolved when TJJD and UTMB mutually agree on the specific actions that will be taken with regard to the matter.

ARTICLE XI
RECORDS

A. All Youth medical records are the property of TJJD at the time of creation. UTMB shall maintain all such records and upon request shall provide the records in a manner that allows TJJD to access all medical records in a format acceptable to TJJD. UTMB has the right to retain copies of Youth medical records as necessary for the performance of this Agreement. UTMB is designated as the custodian of all medical records for TJJD Youth eligible to receive care.

B. TJJD currently is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). UTMB is a HIPAA covered entity. To the extent that healthcare information may be covered by HIPAA as it applies to UTMB, TJJD represents to UTMB that the healthcare information is for the governmental uses and purposes enumerated in 45 CFR §512, including but not limited to: (1) the provision of healthcare to that Youth, (2) the health and safety of that Youth or other Youth, (3) the health and safety of the officers or employees of or others at the correctional institution, (4) the health and safety of such individuals and officers or other persons responsible for the transporting of Youth or their transfer from one institution, facility, or setting to another, (5) law enforcement on the premises of the correctional institution, (6) the administration of the safety security, and good order of the correctional institution.

C. Information contained in UTMB's records related to the provision of healthcare services under this Agreement is subject to the confidentiality provisions of Title 3 of the Texas Family Code and Title 12 of the Texas Human Resources Code. If UTMB receives a request from a third party (other than those requests related directly to treatment being provided by care providers who are UTMB's employees or UTMB's subcontractors or to facilitate continuity of care after the Youth has been released or discharged from TJJD custody, including transfer to the Texas Department of Criminal Justice), UTMB shall on receipt of the request forward it to the TJJD Records Coordinator, Office of General Counsel, Texas Juvenile Justice Department, 1711 San Jacinto Blvd, Austin, Texas 78701, or via fax at: (512) 490-7930. If UTMB receives a request for the release of health care information provided by UTMB while the Youth is in TJJD custody, treatment providers can release information for treatment purposes to facilitate the treatment needs of the Youth/patient.

D. UTMB shall provide a remote environment to designated TJJD employees to have a direct access to Youth records and data on UTMB's EHR system (i.e., terminal services or Citrix services).

E. UTMB shall provide TJJD access to TJJD data, through production or non-production versions of their data bases. TJJD data must be uploaded to any non-production database not less than daily and must be provided to TJJD not less than daily. If agreed upon by UTMB and TJJD management, UTMB will transmit a full database export to TJJD or host a copy of the TJJD

EHR database for TJJD to connect to with a client for data extraction and viewing purposes. If the database is hosted on UTMB servers, TJJD will reimburse UTMB for any reasonable additional data storage requirements as agreed upon by both parties. The database will contain all raw TJJD data in the EHR, including all data files and all data fields. UTMB will provide direct access to TJJD and TJJD will agree to use this data and maintain the confidentiality of the data as agreed upon in Article XI, Paragraph A. TJJD will determine the method of storage and management of any data received from the EHR system.

F. To the extent permitted by the licensing agreement between UTMB and its software vendor, UTMB will provide TJJD with a basic layout of the tables where patient data is stored for all data accessed in the EHR by TJJD. This will include any updates or training or user-created documentation, either directly from UTMB or through the EHR vendor, for the electronic health record (EHR) system. In the event that any of this documentation is unavailable from the vendor, UTMB will work with TJJD to develop a plan to produce the required documentation to ensure continuity of operations. UTMB will continue to make staff available for consultation regarding data dictionary, data field definition and file layout issues on a consistent basis and will provide the information in a timely manner directly to TJJD. UTMB agrees direct access to raw data will be provided off a non-production version of the database to personnel approved jointly by UTMB and TJJD.

G. TJJD will exclusively determine the method of storage and management of the data received from the EHR system, will limit access to Youth medical information to authorized TJJD personnel, and will analyze the data for purposes stated in this contract.

H. UTMB will provide to TJJD documentation, in hard copy or electronic format, for all reports provided to TJJD. UTMB will work with TJJD to develop the documentation if necessary. The documentation should include, but not be limited to, training materials used by medical providers that describe how to develop the facility-specific information included in the reports, definitions of terms, time frames for reporting, exceptions to reporting, internal coding schemes, quality assurance procedures used, etc.

   At TJJD's request, UTMB and TJJD will jointly define specific reasonable TJJD reporting projects for which UTMB knowledge transfer can occur for assisting TJJD with current reporting issues and questions. Once defined, deadlines for specific help requests will be mutually agreed upon.

I. UTMB agrees to adhere to DIR standards regarding information sharing security and data exchange standards, as required by Texas Health and Safety Code Chapter 113 and 1 TAC 2.2, including TJJD policies, copies of which are available upon request.

J. TJJD will develop a list of all TJJD staff positions that may have read only access or access to document in the EHR system. This list will be approved by the TJJD Executive Director and the TJJD Medical Director.

K. UTMB will provide appropriate TJJD staff, as determined by the TJJD Medical Director, access to the ADMINISTRATIVE REPORTS site on the UTMB CMC TJJD web portal upon execution of this contract. http://10.1.1.174/PM%20Reports/PM.htm the site will be reviewed jointly by TJJD and UTMB directors to determine level of access and appropriate personnel with an express intent to monitor and improve upon the quality of health care.

ARTICLE XII
AUDIT

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

B. UTMB shall maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with TJJD and State of Texas requirements. UTMB shall maintain all such documents and other records relating to this Agreement and the State's property for a period of seven (7) years after the date of submission of the final invoices, until a resolution of all billing questions, or as required in accordance with applicable state or federal laws, whichever is later.

C. UTMB shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to TJJD's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas or their authorized representatives. UTMB shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas.

D. By example and not as exclusion to other breaches or failures, UTMB's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TJJD to immediately take whatever actions are provided for by this Agreement or state law.

E. TJJD may require, at TJJD's expense, independent audits by a qualified certified public accounting firm of UTMB's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to UTMB. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement.

F. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor may conduct an audit or investigation of UTMB or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by UTMB or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, UTMB or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. UTMB shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

G. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.154. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above:

1. UTMB understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds;

2. UTMB further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and

3. UTMB shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through UTMB and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XIII
GENERAL PROVISIONS

A. UTMB may subcontract for the provision of services pursuant to this Agreement. UTMB shall notify TJJD of all subcontracts pertaining to the performance of services pursuant to this Agreement. TJJD retains the right to disapprove any UTMB subcontractor for the performance of services pursuant to this Agreement. No contractual relationship shall exist between UTMB's subcontractors and TJJD.

B. UTMB will provide to TJJD any requested records, whether tangible and intangible, and provide any requested employee, agent, or subcontractor of UTMB for testimony related to the performance of the terms of this Agreement for use by the State of Texas, TJJD, or its attorney or other designee, in an investigation, administrative proceeding, lawsuit, or other similar matter to which TJJD is a party.

C. UTMB may provide any records, reports, or data pursuant to this Agreement in electronic format, unless requested in tangible form by TJJD.

D. Overall security and control of Youth shall be the exclusive responsibility of TJJD. TJJD shall provide security personnel, equipment, and measures necessary to protect the public and UTMB staff and contractors. TJJD agrees to provide supervision at all times Youth are in the clinic and during medication administration. Exceptions will be reported to the offices of the TJJD Medical Director and the UTMB-CMC Nurse Program Manager.

E. When TJJD initiates an emergency command organization at a facility because of a riot, disturbance or other emergency, UTMB agrees to comply with the then current policies and procedures in the Emergency Command Organization Manual and the facility Student Unrest Plan.

F. TJJD shall conduct drug tests for all prospective UTMB employees working On-Site, and provide such information to UTMB.

G. TJJD shall conduct a criminal background check including, but not limited to, fingerprinting check, criminal records check and sex offender registration records check. Criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contract providers for each of UTMB's employees, agents, and consultants, subcontractors,

subcontractor's employees, and volunteer workers who provides services under this agreement on-site at TJJD facilities. Any UTMB employee, agent, or consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information shall be immediately prohibited from working under this agreement. Any UTMB employee, agent, or consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work with TJJD Youth until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

H. UTMB shall notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with Youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working with Youth unless authorized by TJJD's Director of Human Resources.

I. TJJD will approve any UTMB employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker that provides services under this agreement in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

J. UTMB agrees that any UTMB employees, subcontractors, or other agents shall comply with all then current TJJD facility rules and regulations related to safety and security while on-site. In no event shall UTMB modify or add to TJJD's facilities, including addition or modification of telephone or data lines, without TJJD's express written permission.

K. UTMB will repair or replace, upon damage or malfunction, any technology equipment or software used to provide services, or access to Youth data or records under this Agreement within seventy-two (72) hours of being notified through a report to the UTMB help desk. This subsection (K) shall not apply to problems outside of UTMB's control. UTMB will provide all training and support for UTMB software and hardware.

L. Security equipment - TJJD will equip each clinic to include at a minimum, video surveillance where feasible, a two-way radio and observation mirrors where appropriate. Audio surveillance is prohibited in the infirmary and health care staff offices and workspaces. Video surveillance is prohibited in patient examination rooms.

M. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJD.

N. This Agreement and any written modifications of it constitute the sole agreement of the parties, and oral agreements or understandings outside of the terms of this Agreement are void.

O. Modifications of this Agreement shall be in writing, dated, signed, or initialed by both TJJD and UTMB and expressly made a part of this Agreement.

P. UTMB is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs, services and employees; no joint venture, partnership, or agency

neither exists nor shall be implied by the terms of this Agreement. No employee of UTMB shall become an employee of TJJD by virtue of this Agreement.

Q. UTMB and TJJD are committed to a policy of equal opportunity and will not discriminate on the basis of race, color, sex, age, religion, national origin, veteran status or physical disability.

R. Neither TJJD nor UTMB 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, riot, floods, hurricanes, or any other natural disasters, and which by the exercise of due diligence by any of the parties is unable, wholly or in part, to be prevented or overcome.

S. No waiver by either party of any default of the other under this Agreement shall operate as a waiver of any future or other default, whether of a like or different character or nature.

T. If any provision of this Agreement is construed to be illegal or invalid, such construction shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. The illegal or invalid provision shall be deemed severable and stricken from the Agreement.

U. Any notice required under this Agreement shall be mailed to: The Office of General Counsel, Texas Juvenile Justice Department, 1711 San Jacinto Blvd., Austin, Texas 78711, and to the Vice President of Offender Services, UTMB-CMC, 200 River Pointe Drive, Ste. 200 Conroe Texas, 77304.

V. The following are Technical and Service Support Contacts for both parties:

TJJD:
Nate Jackson
Chief Information Officer
1711 San Jacinto Blvd Austin, Texas 78701
Phone: 512-490-7081
Fax: 512-490-7252
Email: Nate.Jackson@tjjd.texas.gov

Scott E. LePor, D.O.Medical Director
1711 San Jacinto Blvd., Suite 120
Austin, Texas 78701
Phone: 512-490-7610
Fax: 512-490-7717
Email: Scott.LePor@tjjd.texas.gov

Contracts:
Dorene Corsentino, Contract Specialist
1711 San Jacinto Blvd, Austin, Texas 78701
Phone: 512-490-7124
Email: Dorene.Corsentino@tjjd.texas.gov

UTMB:
Toby Boyett, MHA, FHIMSS
Director, Information Systems – CMC Technical Operations
[redacted]

Phone: 409-266-1717
Mobile: 281-703-7786
Email: tnboyett@utmb.edu

Richard Doan
Director Contracts & Supply Administration
University of Texas Medical Branch
Correctional Managed Care (CMC) – Finance Administration
[redacted]
Phone: (490) 747-2600
Fax: (409) 762-0311
Email: ridoan@utmb.edu

W. Without the prior written consent of TJJD, Service Provider may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

ARTICLE XIV
TERM AND TERMINATION

A. This Agreement is effective September 1, 2023, and shall continue in effect until August 31, 2025, subject to the availability of funds, unless written notice of earlier termination is given by either party to the other at least 180 days prior to termination, with or without cause.

B. This Agreement may be modified only by a written agreement signed by the authorized representative of both parties.

C. In the event of termination of this Agreement, UTMB will continue to provide Health Care services to any Youth who is receiving Health Care services from UTMB on the effective date of termination in accordance with generally accepted medical standards and practices and TJJD's policies and procedures until the earlier of:

1. The Health Care services being provided to the Youth are completed; or
2. TJJD makes reasonable and medically appropriate provision for the assumption of such Health Care services by another provider.

D. TJJD will reimburse UTMB for Health Care services subsequent to termination on a fee-for-service basis utilizing a Reimbursement Schedule to be negotiated between the parties in the event of termination of this Agreement. Under no circumstances, unless mutually agreed to in writing by the parties, will UTMB's obligation under this provision extend beyond 180 days from the effective date of termination of the Agreement.

The parties to this Agreement understand and agree that UTMB is a component institution of The University of Texas System and therefore this Agreement is subject to the approval of the Board of Regents of The University of Texas System.

Witness our hands the date affixed hereto.

Texas Juvenile Justice Department

[redacted]

Shandra Carter
Executive Director

Date: 8/10/2023

The University of Texas Medical Branch at Galveston

By: [redacted]
C. Aaron LeMay, CPA, JD, MSEd
Interim Chief Business & Finance Officer, VP Financial Accounting & Reporting

Date: 8/14/2023

ATTACHMENT 1
SERVICE LEVELS

A. Initial Health Screening

An initial health screening exam, consisting of a system of structured inquiry and observation to determine a Youth's health status for the purpose of identifying known or potential health problems, will be performed on all Youth as part of the admission process to TJJD. The exam must be performed and documented by health care personnel duly qualified and legally licensed to conduct the particular activity.

1. Initial Health Screening will include as a minimum, inquiry into the following:

    a. Current illness and health problems including mental, dental and communicable diseases;
    b. Medications prescribed and/or taken and special health requirements;
    c. Use of alcohol and other drugs;
    d. Immunization status;
    e. History of other health problems, including surgeries, injuries, and gynecological problems and pregnancies, if applicable; and
    f. History of sexual abuse.

2. Initial Health Screening will include as a minimum, observation of:

    a. Behavior, which includes state of consciousness, mental status, appearance, conduct, tremors, and sweating;
    b. Body deformities and ease of movement; and
    c. Condition of skin, including bruises, lesions, jaundice, rashes and infestations and needle marks or other indication of drug abuse.

3. Initial Health Screening will include, at a minimum, review of:

    a. All community records transported with the Youth and/or received while the Youth is at the orientation and assessment unit; and
    b. All physical restrictions prior to admission.

4. Initial Health Screening will include at a minimum, disposition such as:

    a. Referral to an appropriate health care facility on an emergency basis;
    b. Placement in the general population and referral to the appropriate health care provider;
    c. Placement in the general Youth population.

B. Physical Examination

A physical examination should be completed for each Youth within seven (7) days, but not to exceed fourteen (14) days, after arrival at the reception unit for the purpose of diagnosing and treating health problems. Each youth will also receive a physical examination annually during their time with TJJD. The results of the physical examination must be recorded and entered into UTMB's medical records system. The physical examination must be performed by a medical Provider and include the following:

1. Review of the initial health screening examination results;
2. Medical examination with comments about mental status;
3. Laboratory and/or other diagnostic tests as appropriate, including those required to detect communicable disease;
4. Review of height, weight, pulse, blood pressure, respirations, and temperature;
5. Review of vision and hearing screening; and
6. Initiation of treatment when appropriate.

The medical record must identify health problems requiring follow-up and be monitored for completion of necessary diagnosis and treatment.

C. Sick Call

1. Institutions:

    a. Sick call will be held for Youth in the Clinic. Sick call rounds will be made on daily basis for each Youth admitted to the crisis stabilization, Regulation Safety Unit (RSU) and Phoenix units. Youth requesting sick call from these programs will be escorted to the clinic for assessment and treatment.
    b. UTMB will establish a sick call system through which each Youth reports for and receives appropriate medical services for non-emergency illness or injury. Sick call will be held at the scheduled time as designated for each facility by the Superintendent and the Health Services Administrator.
    c. Sick call will be held five days per week, Monday through Friday at institutions. Sick call may be held on other days of the week to allow for special events, holidays or occasions if agreed to by the TJJD facility superintendent and UTMB.
    d. Ron Jackson facility UTMB will provide 24-hour nursing triage for health concerns reported to UTMB after normal business hours. The facility providing nursing triage will be a mutually agreed location.

D. Primary Health Care Services

UTMB will subcontract with, or employ, a provider to provide primary care at TJJD Institutions. Each facility will have a designated physician if the primary care provider is not a physician. The facility physician will be a Texas licensed physician and serve as the

medical health authority for the Institution. A Provider will be at the Institution at least once per week. In those facilities where a mid-level Provider provides the primary care, a physician will be available to address Youth complaints as needed.

E. Specialty Services

When Youth require the services of a medical specialist, UTMB shall be responsible for arranging for the specialty care. Specialty care will be obtained from local providers. UTMB will maintain subcontractors for this specialty care as necessary and be responsible making certain that the documentation regarding the results of the visit and recommendations of the specialist are reviewed and signed by the facility provider and scanned into the electronic health record. In the event a UTMB Provider does not concur with a specialist's written recommendations, the Provider will consult with his/her supervising physician within one week of the recommendation and document that conversation in the Youth's electronic health record. The Provider will then document an alternative treatment plan supported by the supervising physician.

F. Clinic Care

UTMB will operate the medical clinic at each institution covered under this Agreement, to accommodate Youth requiring bed care and skilled nursing care (but no hospitalization) for a period of twenty-four (24) hours or more. UTMB will provide the services and supplies necessary to operate the clinic, including:

1. A physician on call twenty-four (24) hours per day;
2. Supervision of the clinic by a registered nurse on a daily basis, via on-call as a minimum;
3. Nursing staff present in the clinic twenty-four (24) hours per day when Youth are confined there and nursing staff being available in compliance with all then current TJJD manuals, policies and procedures.
4. Admissions:
   a. UTMB staff determines admission to the clinic for Youth needing medical observation or treatment.
   b. The facility psychiatrist may authorize admission to the clinic for Youth needing psychiatric observation for a psychiatric crisis. If the psychiatrist is not available on site, the Director of Institutional Clinical Services may authorize the admission with immediate notification of the psychiatrist as outlined in Health Services Policy HSP.04.10.
5. Discharges:
   a. If a UTMB medical provider makes the determination that a Youth needs to be admitted to the clinic or if the Youth is admitted to the clinic for twenty-four (24) hours or more, the UTMB medical provider will determine the Youth's readiness for release from clinic and will document a release order in the electronic health record.
   b. If UTMB nursing staff, with medical staff consultation as indicated, determines that a Youth needs to be admitted to the clinic for observation for less than twenty-four (24) hours in duration, then nursing staff may determine the Youth's readiness for release from the clinic and will document the release in the electronic health record.

G. Dental Care

UTMB will provide the following dental services:

1. A Texas Licensed dentist must provide a dental examination for each Youth within fourteen (14) days of admission to TJJD and annually until release or discharge from TJJD. The examination will include a dental/medical history, x-rays as ordered by the dentist, generalized hard and soft tissue evaluation, examination of the teeth using a mouth mirror and explorer, charting of the teeth, and classification of the mouth based on a Dental Services Manual or mutually agreed upon standard, consistent with best dental practices.

2. Treatment of acute oral conditions will be provided at the institution where the Youth is first received. Acute oral conditions are characterized by trauma, infection, pain, swelling or bleeding that are likely to remain acute or become worse without intervention.

3. Treatment and dental health education and prevention services will be provided while the Youth is at the institution to include: emergency/urgent care; oral self-care education; sealants as determined necessary; and restorative care according to the TJJD/UTMB Dental Services Manual.

4. Dental health orientation and oral self-care instruction will be provided to Youth within fourteen (14) days of admission.

5. A dental cleaning, as determined necessary by the attending dentist will be scheduled, performed, and documented for each Youth on admission and annually until release or discharge from TJJD.

6. Specialty dental consultation or treatment, including endodontic and prosthodontic care and oral surgery, will be provided through a local/regional dental provider.

H. Electronic Health Records

All Youth must have a medical record that is kept up to date at all times and which complies with problem oriented medical record format. Appropriate medical information will accompany the Youth at all health encounters. Appropriate records will be forwarded to the receiving facility in the event of a transfer. All TJJD procedures concerning the confidentiality of the medical record must be followed.

I. Pharmaceuticals

All prescription medications must be ordered by the responsible provider and records of administration must be maintained. Pharmaceutical services include:

1. The development and updating of a TJJD approved formulary and a procedure for acquiring medication not on the formulary if ordered by a provider for a special purpose;

2. The routine procurement, dispensing, distribution, administration, accounting, and disposal of pharmaceuticals in accordance DEA requirements; and

3. A method of procuring medication needed immediately or at any specified time as ordered by a physician, dentist, or mid-level provider.

J. Special Medical Program

For Youth with special medical conditions requiring close medical supervision, including chronic and convalescent care, the responsible physician will provide written instructions for health care and other personnel, including food service workers and direct care staff regarding their roles in the care and supervision of the patient. Youth will be seen in nursing and medical Chronic Care Clinics as specified by the physician but at least every six months for all conditions except diabetes, TB, and HIV, which will require follow-up and monitoring every three months.

K. Health Promotion and Disease Prevention

As part of the primary health care, UTMB will provide health promotion services as an important and required component of the total health care delivery system. Health promotion includes one-to-one patient counseling regarding self-care and healthy lifestyle practices related to a specifically identified diagnosis or condition and clinical preventive services appropriate for the age and sex of the Youth, such as annual physical and dental examinations, immunizations, HIV tests (unless refused), TB skin tests, blood pressure screening, quarterly heights and weights, and gynecological/genito-urinary examinations. UTMB will comply with clinical guidelines as published by recognized professional/public health authorities.

EXHIBIT A - BUDGET

TJJD CONTRACT- MEDICAL AND MENTAL HEALTH CONSOLIDATED

	FY2024 Budget	FY2025 Budget
Average population	700	700
Net Patient Care Revenue - TJJD	$12,219,563	$12,349,255
General Revenue - Benefits	2,417,209	2,417,209
	14,636,772	14,766,464
A/P Salaries	137,918	137,918
Faculty Salaries	65,000	65,000
Non-Teaching Salaries	1,261,591	1,261,591
Classified Salaries	7,131,442	7,131,442
Overtime	324,300	324,300
Oncall	3,600	3,600
Shift Differential/High Needs	153,300	153,300
Longevity Pay	72,197	72,197
Contract	731,820	858,041
Salaries	9,881,167	10,007,388
Retiree Health Benefits	400,000	400,000
Employer Paid Taxes & Benefits	2,512,300	2,512,300
Benefits	2,912,300	2,912,300
Pharmacy	100,000	100,000
Supplies	219,600	219,600
Off-site Care FAC/PHYS/EMS	600,000	600,000
CMC IS Services	150,000	150,000
Contract IT	18,260	18,260
Travel	205,400	205,400
Services	210,000	210,000
Depreciation	13,000	13,000
Shared services	327,044	330,515
Total Supplies & Services	1,843,304	1,846,775
Total Expenses	14,636,772	14,766,464