

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

**CONTRACT BETWEEN
THE TEXAS JUVENILE JUSTICE DEPARTMENT
AND
CONCENTRA MEDICAL CENTERS
CON0001711**

This Contract is by and between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**,” and Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers, Inc., **5080 Spectrum Drive, Suite 1200W, Addison, TX 75001, Payee ID # 1752014828**, hereinafter “**Service Provider**,” for the provision of Healthcare Clinical services for Pre-Employment Physicals, Urinalysis Testing and Random UA Testing services for TJJD. This Contract is identified as Contract Number **CON0001711**.

1. This Contract is composed of the following documents and incorporated by reference:

This Contract, including all attachments;

- a. **Exhibit A, Execution of Offer**, dated: October 31, 2024;
- b. **Exhibit B, Pricing Schedule**, dated: October 31, 2024;
- c. **Exhibit C, Terms and Conditions**, (Revised April 30, 2025);
- d. **Exhibit E, Service Locations**, dated: October 31, 2024;
- e. **Exhibit F, Data Use Agreement**, dated: October 31, 2024;
- f. Respondent’s Exceptions and Assumptions received October 31, 2024;
- g. Respondent’s Proposal dated October 31, 2024; and
- h. Request for Proposal, RFP 644-24-020724 issued September 30, 2024.

In the event there is conflict between the Contract documents, the order of precedence shall be the order listed above.

**SECTION I
CONTRACT TERM**

A. PERIOD OF PERFORMANCE:

1. The initial term of the contract shall be from **November 1, 2025** through **October 31, 2027** with one (1) year renewal options. The Contract may be renewed by written amendment signed by both parties. The terms, conditions and rates for all renewals shall remain as stated in the Contract, with any approved changes.

Base Term: November 1,2025 through October 31,2027
Renewal Option 1: November 1, 2027 through October 31, 2029

2. Price Increases

Price increases are not applicable without prior approval of TJJD. Price increases in subsequent fiscal years shall be in line with the current Consumer Price Index (CPI). TJJD will negotiate a lower rate if it determines that the rate increase is higher than the CPI.

SECTION II SERVICE PROVIDER

A. STATEMENT OF WORK:

The Service Provider shall provide Healthcare Clinical Services for Pre-Employment applicants. The Service Provider shall provide services for Pre-Employment Physicals, for Hazardous and Non-Hazardous Positions for Texas Juvenile Justice Department. Physicals will include, Random Urinalysis Testing, Urinalysis Testing, TB test, and non-DOT Drug Testing. The Service Provider will provide the required services for in-state and out-of-state applicants for the Texas Juvenile Justice Department. The Service Provider must provide services nationwide to allow testing of applicants who are out of state. One contract is awarded for this service.

B. SCOPE OF WORK:

The Service Provider shall perform services for Pre-Employment Physicals, Drug Testing and Random Urinalysis services for Hazardous and Non-Hazardous Positions for Texas Juvenile Justice Department in-state and out-of-state applicants.

Service Provider shall obtain and provide the following:

1. Shall obtain from the applicant, the **HR-035 Hazardous Duty Position Pre-Employment Medical Exam Notification – Attachment 1** (sample copy – the Hazardous Duty Position Form is used for both, Hazardous and Non-Hazardous) and proceed with the following:
 - a. Perform the pre-employment physical and record results on the **HR-036nh Pre-Employment Medical Report for Non-Hazardous Duty Positions Assigned to Facilities- ATTACHMENT - 1A:**
 - b. **Section I:** To be completed by applicant
 - c. **Section II:** General Medical condition Evaluation (to be completed by examining healthcare provider)
 - i. Communicable Diseases
 - ii. TB Test
 - d. Service Provider shall perform Non-DOT Urine Collection (10-Panel) according to the **Texas Alcohol and Drug Testing Service Form – Attachment – 1C** (sample) and submit the Specimen to the Drug and Alcohol Testing (TDATS) confidential site for TJJD staff to access for review.
2. The Service Provider shall obtain **the HR-035h Hazardous Duty Position Pre-Employment Medical Exam Notification – Attachment – 1** (sample), from the applicant (authorization form) and proceed with the following:
 - a. Perform the pre-employment physical and record results on the **HR-036h – Pre-Employment Medical Exam Report for Hazardous Duty Position – Attachment – 1B** (sample).
 - b. **Section I.** Applicant's Authorization (completed by applicant)

- c. **Section II. Physical Activity and General Medical Condition Evaluation**
(completed by examining healthcare Service Provider)
 - i. Physical Activity Evaluation
 - ii. Activity Description:
 - a. applicant to perform the agency’s Primary Restraint Technique for Hazardous Duty Position – Attachment - 1D
 - b. Prolong walking
 - c. Prolong standing
 - d. Lifting
 - e. Hearing
 - f. Vision
 - g. Work hours
 - h. Medical condition prohibiting or limiting
 - i. Severity of condition
 - iii. General Medical Condition and Treatment Evaluation
 - iv. Ability to Remain alert, Monitor, and Respond Appropriately
 - v. Communicable Diseases
 - vi. TB Test

Note: If the Service Provider determines that chest x-rays are necessary as part of the tuberculosis test, the applicant will be responsible for the payment of fees associated with this procedure as TJJD will not cover the cost or reimburse the applicant for this procedure.
 - vii. Healthcare Service Provider Signature and Contact Information
 - d. Service Provider shall perform Non-DOT Urine Collection (10 – Panel) according to the **Texas Alcohol and Drug Testing Service Form – Attachment – 1C** (Sample) and submit Specimen to Texas Alcohol and Drug Testing confidential site database.
3. Perform a Random Urine Analysis (10-Panel) Testing at TJJD’s request and the Service Provider shall submit specimen to the Texas Alcohol and Drug Testing site. database.
 4. Submit results for Pre-Employment Physicals for Non-Hazardous and Hazardous, including Non-DOT Urine Testing specimen within 3 business day of testing.
 5. Provide pre-employment physicals, Monday through Friday from 8:00 am-5:00 pm Central Time (CT), during standard business hours for in-state and out-of-state TJJD applicants.
 6. Adhere to The Food and Drug Administration, FDA Guidelines for approved materials, supplies and test kits required for all testing requirements listed in this solicitation.
 7. The Service Provider shall comply with all state and federal regulations, including OSHA (Occupational Safety and Health Administration) guidelines.
 8. Provide the consultation necessary to clarify the Service Provider’s report or pre-employment physical examination report.
 9. Be covered under the Health Insurance Portability and Accountability Act (HIPAA) and shall secure any HIPAA consent or authorization necessary to provide or obtain TJJD - protected health information.

10. Provide TJJD Contracts Department proof of insurance listing TJJD as an additional insured upon contract execution, except on the Workers' Compensation and Professional Medical Malpractice Liability policies, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.
11. Have accreditation as a provider of continuing medical education (CME) for physicians by the Accreditation Council for Continuing Medical Education (ACCME) to practice medicine and healthcare in the state of Texas and must be in good standing with the Texas Medical Board.
12. Service Provider's employees and subcontractors performing services must be licensed or certified in Healthcare & Medical to perform these services in the state of Texas.
13. Service Provider's clinical team must consist of Board-Certified Physicians.
14. Service Provider's employees and subcontractors performing services must maintain a valid license or certificate as applicable throughout the contract term and any subsequent extensions.
15. Maintain operating equipment used for testing compliant and calibrated to the latest revision of ANSI and ISO standards.
16. Ensure all requirements are met and standards of quality, performance, and patient care set forth by the organization.
17. Provide the services described in **Exhibit B – Price Form**.

C. TJJD ASSIGNMENT LOCATIONS FOR APPLICANTS:

SECURED FACILITIES:

Evins State Juvenile Correctional Facility

3801 E. Monte Cristo Road
Edinburg, Texas 78541
(956) 289-5500
FAX (956) 381-1425

Gainesville State Juvenile Correctional Facility

1379 FM 678
Gainesville, Texas 76240
(940) 665-0701
FAX (940) 665-0469

Giddings State Juvenile Correctional Facility

1027 Pvt. Rd. 2261,
Giddings, Texas 78942
(979) 542-4500
FAX (979) 542-0177

Mart State Juvenile Correctional Facility
Juvenile Correctional Facility
116 Burleson Road
Mart, Texas 76664
(254) 297-8200
FAX (254) 297-8392

Mart Residential Treatment Center
116 Burleson Road
Mart, Texas 76664
(254) 297-8200
FAX (254) 297-8392

Ron Jackson State Juvenile Correctional Facility
611 FM 3254
Brownwood, Texas 76801
P.O. Box 1267
Brownwood, Texas 76804
(325) 641-4200
FAX (325) 646-7704

HALFWAY HOUSES:

Ayres House

17259 Nacogdoches Rd
San Antonio, Texas 78266
(210) 651-4374
FAX (210) 651-7465

Edna Tamayo House

1438 N. 77th Sunshine Strip
Harlingen, Texas 78550
(956) 425-6567
FAX (956) 412-0110

Schaeffer House

12451 Garment Road
El Paso, Texas 79938
(915) 856-9324
FAX (915) 856-9623

DISTRICT OFFICES

Amarillo District Location

c/o Randall County Justice Center
2309 Russell Long Blvd. Ste. 132
Canyon, Texas 79015
Phone: (806) 316-6189
Fax: Fort Worth (817) 626-2644
Home Office: Lubbock 1-806-589-7565

Austin District Location

1801 N Congress Ave., Ste. 13.1400
Austin, Texas 78701
(512) 490-7130
FAX (512) 490-7717

El Paso District Location

Shaffer House
12451 Garment Road
El Paso, Texas 79938
(915) 857-9435
FAX (915) 857-0689
Home Office: Lubbock 1-806-589-7565

Fort Worth District Location

2462 E. Long Ave
Fort Worth, Texas 76106
Phone: (817) 378-2100
Fax: (817) 626-2644

Harlingen District Location

Tamayo House
1438 N 77th Sunshine Strip
Harlingen, Texas 78550
Phone: (956) 425-6567
Home Office: San Antonio 1-800-687-7320

Houston District Location

3555 Timmons Lane, Suite 1535
Houston, Texas 77027
(713) 942-4200
FAX (713) 484-5543

Lubbock District Office

US Mail
Texas Juvenile Justice Department
c/o Lubbock County Juvenile Justice Center
PO Box 10536
Lubbock, Texas 79408
Fed EX
Texas Juvenile Justice Department
c/o Lubbock County Juvenile Justice Center
2025 North Akron Ave.
Lubbock, Texas 79415
Home Office: Lubbock 1-806-589-7565

Odessa District Location

Texas Juvenile Justice Department
TJJD, c/o Ector County Youth Center
1401 E. Yukon
Odessa, Texas 79762
Phone: (432) 559-3316
Home Office: Lubbock 1-806-589-7565

San Antonio District Location

Atrium Building
85 NE Loop 410, Suite 105
San Antonio, Texas 78216
(210) 983-0121
FAX (210) 524-0164

Temple District Location

Texas Juvenile Justice Department
c/o Temple Juvenile Probation Department
205 E. Central Avenue
Temple, Texas 76501
Telephone: (254) 770-6869
Home Office: San Antonio: 1-800-687-7320

Tyler District Location

Texas Juvenile Justice Department
c/o Texas Department of Criminal Justice
3915 Market Drive
Tyler, Texas 75701

**SECTION III
TJJD**

D. TJJD Responsibilities:

1. Determine which job applicants shall be referred to Service Provider and make appropriate referrals.
2. Pay for services rendered as described in **Exhibit B – Price Form.**
3. Provide a point of contact.
4. Assign Applicant for TJJD Pre-Employment Physicals.
5. TJJD will provide the Service Provider with the appropriate forms for each applicant sent for testing.

- a. **Section II:** TJJJ Human Resources to review the following:
 - i. A review of the applicants medical and occupational history (Pre-Employment Medical Exam Report for Non-Hazardous Duty Positions) to be completed by TJJJ HRA prior to scheduled hire date.
 - b. **Section III:** TJJJ Human Resources Review (to be completed by TJJJ HRA prior to scheduled hire date)
6. TJJJ will complete Section III of the TJJJ Human Resources Review for **HR-036nh – Pre-Employment Medical Exam Report for Non-Hazardous Duty Positions Assigned to Facilities – Attachment 1A and HR – 036h Pre-Employment Medical Exam Report for Hazardous Duty Positions – Attachment 1B.**

E. OWNERSHIP:

1. **Intellectual Property Rights Alternatives:** The Service Provider shall ensure TJJJ remains operational, without interruption to TJJJ business, in the event the Service Providers' company (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, (e) makes an assignment for the benefit of all or substantially all of its creditors, or (f) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations. TJJJ will retain ownership of all functional requirements associated with custom specifications of TJJJ.

F. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Agency contract manager or designate.
2. All deliverables must be submitted in a format approved by TJJJ contract manager.
3. If the deliverable cannot be provided within the scheduled timeframe, the Service Provider is required to contact TJJJ contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
4. A request for a revised schedule must be reviewed and approved by TJJJ contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
5. TJJJ will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by TJJJ.
6. Relevant quality assurance processes that will apply, such as change management, acceptance, and risk and issue management. Service Provider will utilize an agreed upon Project Management methodology.

Table 1. Deliverable List Format

| Item No. | Deliverable Description | Estimated Due Date |
|----------|---|---|
| 1 | Pre-Employment Physicals for Non-Hazardous Duty Positions and Urine Analysis Testing: Non-DOT Urinalysis Collection (10-Panel) | In alignment with Fiscal Year scheduled NEO dates. |
| 2 | Per-Employment Physicals for Hazardous Duty Position and Urine Analysis Testing. Non-DOT Urinalysis Collection (10-Panel) | In alignment with Fiscal Year scheduled NEO dates. |
| 3 | Random Urine Analysis | Specimen samples are taken and submitted to The Drug and Alcohol Testing Service within 1-2 business days |

G. SUBCONTRACTORS:

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Service Provider. No subcontract under the contract shall relieve the primary Service Provider of the responsibility for the service. If the Service Provider uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

1. If the Service Provider is planning to subcontract any portion of the work, identify the proposed subcontractors in their initial proposal and TJJJ must approve all subcontractors and subsequent contracts and obtain prior approval from TJJJ before Service Provider enters into any subcontract agreements;
2. Subcontracting shall be at the Service Provider’s expense;
3. TJJJ retains the right to check subcontractor’s background and make approval determination as to the use of the proposed subcontractor(s); and
4. The Service Provider shall be the only contact for TJJJ and subcontractors. Service Provider shall designate a point-of-contact for all TJJJ and subcontractor inquiries.

H. INVOICING:

The Service Provider will submit invoices to the TJJJ Claims Department via email at tjjdinvoice@tjjd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N Congress Ave., Ste. 13.1400, Austin, Texas 78701. Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice or billing statement. The Service Provider shall submit one (1) invoice showing the Service Provider’s name, address, TJJJ contract number, payee I.D., itemization of the services provided, an itemized

cost of services provided, the name and division of TJJJ Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this contract without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJJ's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

I. CHANGE CONTROL:

The Contract may only be amended or supplemented in writing, executed by the parties hereto or their successors, and expressly made a part of the Contract, except that TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJJ contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

J. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

The Contract, including all attachments;

1. Service Provider's Best and Final Offer (if required);
2. Negotiated written changes and written clarifications;
3. Service Provider's proposal dated; October 31, 2024, and
4. Request for Proposal, including all exhibits.

**SECTION IV
GENERAL REQUIREMENTS**

A. SECURITY

1. The Service Provider will be required to acknowledge and adhere to **Exhibit F - Data Use Agreement** for the duration of the contract term.
4. Service Provider must comply with applicable statutes related to Criminal Justice Information System (CJIS) security.

**SECTION V
NOTICES AND CONTACTS**

Notices shall be addressed to the Business Operations and Contracts, Texas Juvenile Justice Department, mailing address: P.O. Box 12757, Austin, Texas 78711; and to. The following is additional contact information for purposes of this contract:

Service Provider Point of Contact:

Name: Robert G. Hassett, DO, MPH
President, Secretary, and Treasurer
Phone: 254-772-2777
Email: lori_morris@concentra.com

Service Provider Point of Contact:

Name: Zach Holland,
Phone:
Email: zholland@concentra.com

TJJD Point of Contact for Service:

Name: Elizabeth Boston, Director of Human Resources
Phone: 512-490-7704
Email: Elizabeth.Boston@tjjd.texas.gov

TJJD Contract Specialist Point of Contact:

Name: Vickie Griffin, Contract Specialist, CTCM, CTCD
Phone: 512-490-7148
Email: Vickie.griffin@tjjd.texas.gov

and

Name: Joel Navarro, Contract Specialist, CTCM, CTCD
Phone: 512-490-7130
Email: Raymond.J.Navarro@tjjd.texas.gov

Exhibits to this contract are as follows:

Exhibit A: Execution of Offer;
Exhibit B: Pricing Schedule Dated, October 31, 2024;
Exhibit C: Terms and Conditions (Revised), September 12, 2025;
Exhibit E: Service Locations, dated: September 12, 2025;
Exhibit F: Data Use Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year first written above.

For the Texas Juvenile Justice Department:


 _____ 10/27/2025
 Shandra Carter, Executive Director Date

For Service Provider: Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers

Signed by:  _____ 10/24/2025
 Robert G. Hassett, DO, MPH
 President, Treasurer and Corp. Secretary Date
 Signature Printed Name

TJJD Contract No: CON0001711

Exhibit A

Execution of Offer

EXHIBIT A
EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE AND RETURN THIS EXHIBIT WITH PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Respondent] certifies that the individual or business entity named in this bid [Response] or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006

Under Section 231.006 of the Texas Family Code, Service Provider must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

| Name: | Social Security Number: | Percent Ownership: |
|-------|-------------------------|--------------------|
| NA | NA | NA |

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, Respondent represents that (1) no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Respondent employs or has used the services of a former executive head of TJJJ or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the

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boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

Advertising Of Award: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.I.S 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Respondent certifies that it has not been an employee of TJJD within the last twelve (12) months.

By their signature below, Respondent acknowledges that it has read and understands the foregoing and certifies to same.

RESPONDENT (COMPANY): Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers

SIGNATURE (INK): Signed by: 

NAME (TYPED/PRINTED) Robert G, Hassett, DO, MPH

TITLE: President, Secretary, and Treasurer **DATE:** October 21, 2024

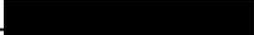
EMAIL ADDRESS: lori_morris@concentra.com

STREET: 4205 Franklin Ave

CITY/STATE/ZIP: Waco, TX 76710

TELEPHONE AND FACSIMILE NO.: Phone: 254.772.2777 Fax: 254.772.2770

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 

**EXHIBIT B
PRICE FORM**

Proposal of: Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers (Respondent Company Name)

Ref.: PRE-EMPLOYMENT PHYSICAL EXAMINATION SERVICES

*****All pricing is firm fixed**

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Respondent proposes to furnish the services required pursuant to this solicitation.

| Item No. | Service Description | Cost/Rate per Non-Hazardous, Hazardous physical and Random UA (each) |
|-----------------|--|--|
| 1. | <p>Pre-Employment Medical Exams for Non-Hazardous Duty Positions Assigned to Facilities. Includes the following:</p> <ol style="list-style-type: none"> 1. General Medical Condition and Treatment Evaluation 2. Communicable Diseases 3. TB Test <p>Note: If the provider determines that chest x-rays are necessary as part of the tuberculosis test, the applicant will be responsible for the payment of fees associated with this procedure as TJJD will not cover the cost or reimbursement for this procedure.</p> <ol style="list-style-type: none"> 4. Non-DOT Urinalysis Collection (10-Panel) | <p>Concentra Physical Standard \$75.00</p> <p>TB Skin Test \$45.00</p> <p>10 Panel UDS \$55.00</p> |
| 2. | <p>Pre-Employment Medical Exams Hazardous Duty Positions, includes the following:</p> <ol style="list-style-type: none"> 1. Physical Activity and General Medical Condition Evaluation. 2. Physical Activity Evaluation 3. Activity Description <ol style="list-style-type: none"> a. Review of applicant performing the agency's primary restraint technique b. Prolong walking c. Prolong standing e. Lifting f. Hearing g. Vision h. Work Hours i. Medical Condition prohibiting or limiting j. Severity condition 4. General Medical Condition and Treatment Evaluation 5. Ability to Remain Alert, Monitor, and Respond Appropriately <ol style="list-style-type: none"> a. Review history of medical condition b. Medical Condition prohibiting or limiting c. Severity condition 6. Communicable Diseases 7. TB Test <p>Note: If the provider determines that chest x-rays are necessary as part of the tuberculosis test, the applicant will be responsible for the payment of fees associated with this procedure as TJJD will not cover the cost or reimbursement for this procedure.</p> <ol style="list-style-type: none"> 8. Non-DOT Urinalysis Collection (10 Panel) | <p>Concentra Physical Standard \$75.00</p> <p>TB Skin Test \$45.00</p> <p>10 Panel UDS \$55.00</p> |
| 3. | Random Urinalysis Testing 10-Panel | \$55.00 |

EXHIBIT C TERMS AND CONDITIONS

By responding to the solicitation, or fulfilling the contract, procurement, or agreement, the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Juvenile Justice Department (TJJJ) purchase. Only mutually written exceptions will be valid.

The following are conforming terms for purposes of these Terms and Conditions. References to a Contract may correspond to Bid, Application, Response, Proposal. References to Vendor may correspond to "Bidder/Offeror/Applicant/Proposer/Respondent/Contractor/Service Provider." Reference to the Solicitation may correspond to one of the types of solicitation methods (i.e., IFB, RFO, RFP). Any specification in the solicitation or subsequent contract that conflicts with these terms and conditions takes precedence.

All references to "days" shall be calendar days unless specified otherwise. Vendor and TJJJ herein may be referred to individually as a "Party" and collectively as the "Parties."

1. Americans with Disabilities Act

Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.

3. Assignment (Only applies to solicitations and contracts for services)

Vendor shall not assign its rights under the contract or delegate the performance of its duties under the Contract without prior written approval from TJJJ. Any attempted assignment in violation of this provision is void and without effect.

4. INTENTIONALLY LEFT BLANK

5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code and to the extent applicable, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006 of the Family Code, the Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

8. Cloud Computing State Risk and Texas Risk and Authorization Management Program (TxRAMP)

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJJ

Vendor certifies compliance with Texas Government Code Section 572.054. Vendor has not employed a former officer or employee of TJJJ to perform services on Vendor's behalf, to secure the contract, or to represent Vendor in any manner prohibited by Section 572.054. A false certification could result in termination of the contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Vendor shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJJ policies related to PREA. Vendor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under the Contract. Failure to comply with PREA standards, rules, regulations, and TJJJ policies may result in termination of the Contract.

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12. Confidentiality

- a. Vendor agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJJ policies regarding maintaining the

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- confidentiality of TJJJ youth, including, but not limited to, maintaining confidentiality of youth records and identifying information.
- b. Vendor agrees that all information regarding TJJJ and/or its youth that is gathered, produced, or otherwise derived from the Contract shall remain confidential and subject to release only by written permission of TJJJ and in accordance with all state and federal laws.
 - c. Vendor employees, contractors, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.
 - d. Identifying pictures, appearances, films, or reports of TJJJ youth may not be disclosed by Vendor without the written consent of TJJJ, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

The Contract encompasses the complete and entire agreement of the Parties. Neither Party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in the Contract. No other contracts or agreements, oral or written, shall constitute a part of the Contract unless such is made in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract.

- a. **Bilateral Amendment:** Except as provided for in the Unilateral Amendment section below, the Contract can only be changed by a Bilateral Amendment or supplemented in writing, executed by both Parties hereto or their successors, and expressly made a part of the Contract.
- b. **Unilateral Amendment.** A Unilateral Amendment will be effective on the date that is specified in the Unilateral Amendment. TJJJ has sole discretion to issue a Unilateral Amendment to modify a contract's requirements, terms, or conditions as follows:
 - 1. Minor administrative changes to correct typographical errors;
 - 2. Change the TJJJ contract identification number;
 - 3. Changes to incorporate new or revised state or federal laws, regulations, rules, or policies;
 - 4. Increase the "not to exceed" amount or contract rates (if applicable) necessary for continuation of services;
 - 5. Update Vendor's name as recorded by the Secretary of State, as required by law, or as authorized by TJJJ; and
 - 6. Change either Party's contact information.

14. INTENTIONALLY LEFT BLANK**15. COVID-19 Vaccine Passport Prohibition**

Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or

to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

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17. Cybersecurity Training

Vendor shall ensure that any Vendor employee or subcontractor or employee who has access to a state computer system or database shall complete a cybersecurity training program under Section 2054.5192 of the Texas Government Code. Such training is required to occur during the contract term and renewal period. Vendor shall provide TJJJ with verification of the completion of the requisite training.

18. INTENTIONALLY LEFT BLANK

19. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TJJJ as evidence of Vendor's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

21. Debts and Delinquencies Affirmation

Vendor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TJJJ the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

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24. Disentanglement Services [For IT type Agreements/Services - Only applies to Contracts when Vendor has access to TJJJ data, shared servers, or Vendor's data embedded with TJJJ data]

(a) The following definitions are incorporated into the Contract and relevant to this Section:

- (1) **Disentanglement Period** - the period during and after the Contract terminates that is necessary to provide disentanglement services.

- (2) **Disentanglement Services** - the obligations of each Party imposed upon notice of Contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.
- (b) Vendor must provide disentanglement services as soon as possible after Notice of Contract Termination or Contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Vendor must notify TJJJ in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.
- (c) Disentanglement services that Vendor must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Vendor's proprietary information is embedded within TJJJ data. Vendor should also provide TJJJ with their proprietary data in the same format and structure as used in Vendor's system before Contract termination. If Vendor is unwilling to provide data in the same format and structure, then Vendor must work with TJJJ or a 3rd party of TJJJ's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJJ. After completion of the aforementioned obligations, TJJJ shall continue to allow Vendor access to its shared servers so Vendor may uninstall Vendor's software, databases, and proprietary data and information. After removal of all proprietary data, Vendor shall confirm removal with written certification of such.
- (d) Both Parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the Parties arises before disentanglement services are completed, both Parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the Contract remain effective until disentanglement services are completed.

25. Dispute Resolution

The dispute resolution process in Chapter 2260 of the Texas Government Code must be used to resolve any dispute arising under the Contract.

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27. Drug-Free Workplace

Vendor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

28. E-Verify Program

Vendor certifies that for contracts for services, Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the Contract to determine the eligibility of:

1. all persons employed by Vendor to perform duties within Texas; and

2. all persons, including subcontractors, assigned by Vendor to perform work pursuant to the Contract within the United States of America.

Vendor shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Vendor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Vendor has violated the certifications set forth in this provision, then (1) Vendor shall be in breach of contract, (2) TJJD shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the Contract, Vendor shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated Contract.

29. Energy Company Boycotts

If Vendor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

30. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of any contract executed with TJJD. Vendor shall state any facts that make it exempt from the boycott certification in its Response.

31. Equal Employment Opportunity

Vendor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

32. Excess Obligations Prohibited - Funding Out Clause

- a. The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Vendor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TJJD will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.
- b. TJJD is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

33. Excluded Parties

Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.

34. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Vendor certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this Contract is in force.

37. Financial Participation Prohibition Affirmation

Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

38. Fingerprinting and Background Check

A. Vendor shall:

1. As directed by TJJD, provide information for each person providing services under this Contract with access to TJJD youth or youth records to perform a criminal background check, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this Contract. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall not work under this Contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Within 24 hours of becoming aware of the information, notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJD youth, 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 employee, or volunteer shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

B. TJJD Approval

TJJD will approve or deny any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer 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.

39. Firearm Entities and Trade Association Discrimination

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

40. Force Majeure

Neither Vendor nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Vendor certifies that it is not ineligible to receive the Contract.

42. Former Agency Employees

Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the Contract.

43. Franchise Taxes

a. Vendor certifies that should Vendor be subject to payment of Texas franchise taxes, that all franchise taxes are current. If such certification is false, this Contract may be terminated at the option of TJJD or other sanctions may be exercised.

b. If Vendor is exempt from payment of Texas franchise taxes, Vendor shall so indicate by attachment to this Contract.

c. If Vendor's payment of Texas franchise taxes becomes delinquent during the term of this Contract, Vendor will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this Contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this Contract.

44. Governing Law and Venue

The Contract 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.

45. Hardening of State Government Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

46. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, Vendor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

47. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

48. INTENTIONALLY LEFT BLANK**49. INTENTIONALLY LEFT BLANK****50. Independent Contractor - Relationship of the Parties**

Vendor and Vendor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Vendor nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Vendor shall have no claim against TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TJJD.

51. Legal and Regulatory Actions

Vendor represents and warrants that Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Vendor is unable to make the preceding representation and warranty, then Vendor instead represents and warrants that Vendor has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the Contract.

52. Limitation on Authority

Vendor shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

Vendor represents and warrants that TJJD's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

54. Media Releases

Vendor shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. No Conflicts of Interest

Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Vendor has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the Contract. And if circumstances change during the course of the Contract, Vendor shall promptly notify TJJD.

56. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this Contract.

58. No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

59. Notice of Changes

a. Vendor shall notify TJJD immediately in writing of any significant change affecting Vendor, including, but not limited to, change of Vendor's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this Contract.

b. Vendor shall not transfer or assign this contract or enter into any subcontract for the services under this Contract without prior written approval from TJJD.

c. Vendor shall not relocate the services provided under this Contract from the location stated in the preamble of the Contract, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

60. Permits, Certifications, and Licenses

Vendor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the Contract.

61. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

62. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

63. INTENTIONALLY LEFT BLANK**64. Public Information Act**

Information, documentation, and other material in connection with a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

65. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

Vendor agrees that if, at any time during the term of the Contract, an employee, director, subconsultant, or subcontractor of Vendor is required to register as a lobbyist under Texas Government Code Chapter 305, Vendor shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Vendor must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Vendor must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Vendor's Form 1295 within thirty (30) days of submission.

66. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Vendor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

67. Restriction on Possession of Weapons

Vendor agrees that Vendor or any employees, contractors, subcontractors, or associates providing services on behalf of Vendor shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJJ youth under this Contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJJ youth in Vendor's care.

68. Sanctions

- a. In addition to its authority to terminate this Contract under the termination provision or other provisions of this Contract, TJJJ, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:
 - i. Requiring Vendor to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
 - ii. Recouping payment made to Vendor; and/or
 - iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
 - iv. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
 - v. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.
- b. Vendor shall fully cooperate with TJJJ and its authorized representatives in carrying out corrective action plans.

69. Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

70. Signature Authority

By submitting this Response, Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Response.

71. Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by TJJJ or the State of Texas of any immunities from suit or from liability that TJJJ or the State of Texas may have by operation of law.

72. Specifications

Vendor shall provide services in accordance with the specifications contained in the Contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Vendor.

73. INTENTIONALLY LEFT BLANK

74. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Vendor or any other entity or person directly under the Contract or indirectly through a subcontract under the contract 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, Vendor 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. Vendor 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. Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Vendor 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. Vendor's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor'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 Vendor. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

The Contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

75. Subcontractors

Vendor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TJJD. Subcontracts, if any, entered into by the Vendor shall be

in writing and be subject to the requirements of the contract. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Contract.

76. Survival

Expiration or termination of the Contract for any reason does not release Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

77. Suspension and Debarment

Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

78. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TJJD shall not be liable for any taxes resulting from the Contract.

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81. Termination for Convenience

a. Vendor may terminate the Contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

b. TJJD may terminate the Contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Vendor shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

c. TJJD shall terminate this Contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

d. Cause/Default/Breach: If Vendor fails to provide the goods or services contracted for according to the provisions of this Contract, or fails to comply with any terms or conditions of this Contract, TJJD may, upon written notice of default or breach to Vendor, immediately terminate all or any

part of this Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this Contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless TJJD notifies Vendor in writing prior to the exercise of such remedy. Vendor shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein. Service Provider shall have the right to terminate the Contract for cause in the event TJJD is in default of its payment obligations under this Contract and fails to cure the default within thirty (30) days of receiving written notice of the default from Service Provider.

82. Terms and Conditions Attached to Response (Essential Clause for Solicitation Only)

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

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84. Unfair Business Practices

Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

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86. Medical Records

The Service Provider shall serve as the custodian of medical records created at the clinic during the term of this Contract. Service Provider, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Contract. Respondent shall also abide by all applicable laws related to Respondent and the medical service record retention. TJJD acknowledges that Service Provider will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). TJJD understands and acknowledges that the TJJD is not entitled to access any patient medical records except to the extent allowed by law. Service Provider is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Service Provider may only disclose protected health information as authorized by and to the extent allowed by law. Upon the termination of this Contract for any reason, Service Provider shall maintain all records created against the statutory and regulatory requirements. Should TJJD request records be maintained by Service Provider beyond any state, local or federal rule due to an ongoing audit or legal matter, then TJJD shall be invoiced for such retention for as long as such records are retained until written notice from TJJD to destroy such retained records. This Section shall survive the termination of this Contract.

87. Consumer Price Index (CPI)-Based Adjustment Clause

"The contract price shall be adjusted annually on November 01, 2026, and thereafter contingent upon legislature continued funding provided, based on changes to the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated as follows:

New Price = Base Price x (CPI Current / CPI Base)

*Where:

- "CPI Base" is the Consumer Price Index published as of the contract start date.
- "CPI Current" is the Consumer Price Index published as of the adjustment date. *

Any increase shall not exceed 3% per year unless mutually agreed upon by both parties."

TJJD Contract No: CON0001711

Exhibit D
HUB Forms

Self-performing will not be sub-contracting

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Exhibit E

Service Locations



EXHIBIT E - SERVICE LOCATIONS SOLICITATION No. 644-24-020724RESPONDENT NAME: "***This may be adjusted depending on the requirements of the solicitation.INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT THE ADDRESSES FOR IN-STATE and OUT-OF-STATE FOR ALL SERVICE LOCATIONS WHERE SERVICES WILL BE PERFORMED. " What is attached are the Concentra Medical Centers in Texas but a complete list of the Concentra facilities outside of TX can be requested.



Morris, Lori

[COMPANY NAME] [Company address]

| Center Name | Address | City | State | Zip | Telephone | Fax |
|--------------------|------------------------------------|-------------|--------------|------------|------------------|--------------|
| Arlington North | 2160 E. Lamar Blvd. | Arlington | TX | 76006 | 972.988.0441 | 972.641.0054 |
| Garland | 1621 S Jupiter Rd, Ste. 101 | Garland | TX | 75042 | 214.340.7555 | 214.340.3980 |
| Las Colinas | 5910 N. MacArthur Blvd., Suite 133 | Irving | TX | 75039 | 972.554.8494 | 972.438.4647 |
| Stemmons | 2920 N. Stemmons Fwy. | Dallas | TX | 75247 | 214.630.2331 | 214.905.1323 |
| Arlington South | 511 E. I-20 | Arlington | TX | 76018 | 817.261.5166 | 817.275.5432 |
| Burleson | 811 NE Alsbury Blvd, Suite 800 | Burleson | TX | 76028 | 817.293.7311 | 817.551.1066 |
| Carrollton | 1345 Valwood Pkwy, Ste. 306 | Carrollton | TX | 75006 | 972.484.6435 | 972.484.6785 |

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|----------------------------|---|----------------|----|-------|--------------|--------------|
| Mesquite | 4928 Samuel Blvd. | Mesquite | TX | 75149 | 214.328.1400 | 214.328.2884 |
| Plano | 1300 N. Central Expressway | Plano | TX | 75074 | 972.578.2212 | 972.881.7666 |
| Upper Greenville | 5601 Greenville Ave. | Dallas | TX | 75206 | 214.821.6007 | 214.821.6149 |
| Fort Worth Forest Park | 2500 West Freeway (I30), Ste. 100 | Fort Worth | TX | 76102 | 817.882.8700 | 817.882.8707 |
| Fort Worth Fossil Creek | 4060 Sandshell Dr | Fort Worth | TX | 76137 | 817.306.9777 | 817.306.9780 |
| Redbird | 5520 Westmoreland, Ste. 200 | Dallas | TX | 75237 | 214.467.8210 | 214.467.8192 |
| Addison - DFW | 15810 Midway Rd | Addison | TX | 75001 | 972.458.8111 | 972.458.7776 |
| Downtown San Antonio | 400 E Quincy | San Antonio | TX | 78215 | 210.472.0211 | 210.472.0214 |

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|------------------------------|---------------------------------------|-------------------|----|-------|--------------|--------------|
| San Antonio Toepperwein | 12702 Toepperwein, Ste. 120 | San Antonio | TX | 78233 | 210.653.4420 | 210.653.3183 |
| San Antonio East | 3453 I-35, Suite 110 | San Antonio | TX | 78219 | 210.226.7767 | 210.226.9656 |
| San Antonio West Loop 410 | 7555 NW Loop 410, Ste. 114 | San Antonio | TX | 78245 | 210.520.8070 | 210.521.7688 |
| Airport San Antonio | 10200 Broadway Street, Ste. 200 | San Antonio | TX | 78217 | 210.654.8787 | 210.654.3008 |
| Corpus Christi | 4025 S Padre Island Dr | Corpus Christi | TX | 78411 | 361.852.8255 | 361.852.0212 |
| Amarillo | 1619 S Kentucky Street, Suite F600 | Amarillo | TX | 79102 | 806.373.2200 | 806.373.8679 |
| Houston Post Oak | 1000 N Post Oak Rd, Bldg. G #100 | Houston | TX | 77055 | 713.686.4868 | 713.686.5127 |
| Houston McCarty | 8799 North Loop E, Ste. 110 | Houston | TX | 77029 | 713.674.1114 | 713.672.0214 |

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|------------------------------|---------------------------------------|-------------------|----|-------|--------------|--------------|
| San Antonio Toepperwein | 12702 Toepperwein, Ste. 120 | San Antonio | TX | 78233 | 210.653.4420 | 210.653.3183 |
| San Antonio East | 3453 I-35, Suite 110 | San Antonio | TX | 78219 | 210.226.7767 | 210.226.9656 |
| San Antonio West Loop 410 | 7555 NW Loop 410, Ste. 114 | San Antonio | TX | 78245 | 210.520.8070 | 210.521.7688 |
| Airport San Antonio | 10200 Broadway Street, Ste. 200 | San Antonio | TX | 78217 | 210.654.8787 | 210.654.3008 |
| Corpus Christi | 4025 S Padre Island Dr | Corpus Christi | TX | 78411 | 361.852.8255 | 361.852.0212 |
| Amarillo | 1619 S Kentucky Street, Suite F600 | Amarillo | TX | 79102 | 806.373.2200 | 806.373.8679 |
| Houston Post Oak | 1000 N Post Oak Rd, Bldg. G #100 | Houston | TX | 77055 | 713.686.4868 | 713.686.5127 |
| Houston McCarty | 8799 North Loop E, Ste. 110 | Houston | TX | 77029 | 713.674.1114 | 713.672.0214 |

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|--------------------------|-------------------------------------|-----------|----|-------|--------------|--------------|
| Houston I-10 East | 10909 East Freeway | Houston | TX | 77029 | 713.675.4777 | 713.675.4336 |
| Houston Hillcroft | 6545 Southwest Freeway | Houston | TX | 77074 | 713.995.6998 | 713.995.6580 |
| Houston Intercontinental | 401 Greens Rd | Houston | TX | 77060 | 281.873.0111 | 281.873.0660 |
| Houston Northwest 290 | 6360 W Sam Houston Pkwy N, Ste. 200 | Houston | TX | 77041 | 713.280.0400 | 713.896.0702 |
| Houston Hobby | 8505 Gulf Fwy, Ste. F | Houston | TX | 77017 | 713.944.4442 | 713.944.4582 |
| Downtown Houston | 3895 Gulf Freeway, Suite A | Houston | TX | 77003 | 713.223.0838 | 713.223.1310 |
| Deer Park | 125 E 8th Street | Deer Park | TX | 77536 | 281.930.8555 | 281.930.9870 |
| Waco | 4205 Franklin Ave | Waco | TX | 76710 | 254.772.2777 | 254.772.2770 |

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|---------------------------|-----------------------------------|------------|----|-------|--------------|--------------|
| Gateway | 6320 Gateway Blvd. E | El Paso | TX | 79905 | 915.772.2111 | 915.778.6759 |
| El Paso East | 1610 N. Zaragoza Road, Ste. D1 | El Paso | TX | 79936 | 915.593.1862 | 915.593.2173 |
| Austin Arboretum Crossing | 9333 Research Blvd., Ste. 400 | Austin | TX | 78759 | 512.467.7232 | 512.467.7203 |
| Round Rock | 117-B Louis Henna Blvd., Ste. 200 | Round Rock | TX | 78664 | 512.255.9634 | 512.255.9645 |
| Austin IH-35 South | 10001 South IH-35, Suite 300 | Austin | TX | 78747 | 512.440.0555 | 512.448.1113 |
| Frisco | 8756 Teel Parkway, Suite 350 | Frisco | TX | 75034 | 972.712.5454 | 972.712.5442 |
| West Houston Katy Freeway | 12345 Katy Fwy | Houston | TX | 77079 | 281.679.5600 | 281.679.6510 |

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|------------------------|---------------------------------------|----------------|----|-------|--------------|--------------|
| Lubbock Canyon West | 6048 Marsha Sharp Fwy | Lubbock | TX | 79407 | 806.745.2200 | 806.745.3267 |
| Northlake Alliance | 18303 I-35W | Northlake | TX | 76262 | 940.294.7266 | 940.281.0620 |
| Katy | 25805 Katy Freeway , Suite #600 | Katy | TX | 77494 | 346.266.0756 | 346.637.1004 |
| Lewisville | 2403 S. Stemmons Fwy, Ste. 103 | Lewisville | TX | 75067 | 972.829.2999 | 972.459.7929 |
| DeSoto | 1111 N. Interstate 35 E | DeSoto | TX | 75115 | 972.521.1347 | 972.512.8421 |
| Fiesta Trails | 12651 Vance Jackson, Suite 114 | San Antonio | TX | 78230 | 210.762.3780 | 210.558.3752 |
| Abilene | 560 N Judge Ely Blvd | Abilene | TX | 79601 | 325.437.8620 | 325.274.3116 |
| Amarillo Central | 1619 S Kentucky St., Suite F640 | Amarillo | TX | 79102 | 806.646.6066 | 806.318.2804 |

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|------------------------------|------------------------------------|----------------|----|-------|--------------|--------------|
| Arlington West | 5900 I-20 W | Arlington | TX | 76017 | 682.226.6001 | 682.226.6002 |
| Austin Research | 8868 Research Blvd, Suite 601 | Austin | TX | 78758 | 512.615.3000 | 512.615.3001 |
| Austin Airport | 2171 Woodward St. | Austin | TX | 78744 | 512.610.3001 | 512.610.3002 |
| Beaumont | 3817 Stagg Dr | Beaumont | TX | 77701 | 409.866.0856 | 409.866.0136 |
| Brownsville | 2952 Boca Chica Blvd | Brownsville | TX | 78521 | 956.243.8888 | 956.243.8889 |
| Conroe | 1150 N Loop 336 W | Conroe | TX | 77301 | 936.494.3777 | 936.494.3788 |
| Corpus Christi Kostoryz Road | 3403 S Padre Island Dr., Suite 301 | Corpus Christi | TX | 78415 | 361.445.3969 | 361.445.3970 |
| Dallas Love Field | 8267 Elmbrook Dr, Ste 100 | Dallas | TX | 75247 | 214.350.9800 | 214.350.9802 |

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|---------------------|--|---------------|----|-------|--------------|--------------|
| Denton | 725 S I-35 E, Ste 188 | Denton | TX | 76205 | 940.222.3800 | 940.222.3801 |
| Duncanville | 814 E Camp Wisdom Rd | Duncanville | TX | 75116 | 214.217.0303 | 214.217.0304 |
| El Paso I-10W | 10961 Gateway Blvd. W, Suite 100 | El Paso | TX | 79935 | 915.245.3131 | 915.245.3132 |
| El Paso West | 6351 S Desert Blvd., Bldg. C | El Paso | TX | 79932 | 915.261.0001 | 915.261.0009 |
| Fort Worth Rosedale | 1106 Alston Ave, Ste 120 | Fort Worth | TX | 76104 | 817.332.0660 | 817.332.0770 |
| Fort Worth North | 3645 N Beach St | Fort Worth | TX | 76137 | 817.759.0004 | 817.759.0003 |
| Grand Prairie | 2045 N Hwy 360, Ste 100B | Grand Prairie | TX | 75050 | 972.623.1111 | 972.623.1105 |
| Grapevine | 2805 East Grapevine Mills Circle, #120 | Grapevine | TX | 76051 | 682.477.8040 | 682.273.0955 |

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|-------------------------|--------------------------------------|-----------|----|-------|--------------|--------------|
| Harlingen | 216 N Ed Carey Dr, Ste 1 | Harlingen | TX | 78550 | 956.261.4700 | 956.261.4701 |
| Houston Gessner Rd | 14825 Northwest Fwy, Ste 800 | Houston | TX | 77040 | 281.890.0001 | 281.890.1058 |
| Houston Tomball Parkway | 17375 Tomball Pkwy , Suite 2C | Houston | TX | 77064 | 281.940.7444 | 281.616.7412 |
| Houston East Freeway | 13469 I-10 E | Houston | TX | 77015 | 713.453.7788 | 713.453.3424 |
| Houston Greenspoint | 11120 North Fwy, Ste E | Houston | TX | 77037 | 281.875.1800 | 281.875.1807 |
| Houston Gulf Freeway | 12885 Gulf Fwy | Houston | TX | 77034 | 281.922.9500 | 281.922.9501 |
| Houston Medical Center | 9563 S Main St | Houston | TX | 77025 | 713.400.3232 | 713.400.3233 |
| Houston Southwest | 9940 W Sam Houston Pkwy S, Suite 320 | Houston | TX | 77099 | 832.300.2626 | 832.300.2625 |

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|---------------------|--|----------|----|-------|--------------|--------------|
| Houston Kirkwood | 11621-A Katy Fwy | Houston | TX | 77079 | 832.399.5300 | 832.399.5301 |
| Humble | 8717 Humble Westfield Rd, Bldg H | Humble | TX | 77338 | 281.548.2772 | 281.548.0211 |
| Laredo | 4500 San Bernardo Ave, Ste 108 | Laredo | TX | 78041 | 956.284.0100 | 956.538.5383 |
| Longview | 1111 N 6th St | Longview | TX | 75601 | 903.522.4111 | 903.213.5985 |
| Lubbock South | 7307 University Ave. | Lubbock | TX | 79423 | 806.412.4200 | 806.412.4201 |
| McAllen | 403 N Jackson Rd | Pharr | TX | 78577 | 956.429.3866 | 956.429.3867 |
| 635 East | 1900 Oates Dr, Ste 100 | Mesquite | TX | 75150 | 972.698.7700 | 972.698.7702 |
| Midland | 2501 W Illinois Ave. | Midland | TX | 79701 | 432.203.0200 | 432.203.0201 |

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|-----------------------|--------------------------------------|-------------|----|-------|--------------|--------------|
| Odessa | 500 E 4th St. | Odessa | TX | 79761 | 432.279.1401 | 432.279.1402 |
| Plano North | 3933 N Central Expressway, Suite 400 | Plano | TX | 75023 | 469.326.0999 | 469.326.0990 |
| San Antonio Broadway | 8522 Broadway St., Suite 111 | San Antonio | TX | 78217 | 210.293.1700 | 210.293.1701 |
| San Antonio I-35 East | 3453 I-35, Suite 120 | San Antonio | TX | 78219 | 210.293.3111 | 210.293.3110 |
| San Antonio Northwest | 5720 Bandera Rd., Suite 14 | San Antonio | TX | 78238 | 210.298.8866 | 210.298.8867 |
| Sherman | 3811 N Hwy 75 | Sherman | TX | 75090 | 903.838.8882 | 903.213.9136 |
| Temple | 3150 S. 31st St. | Temple | TX | 76502 | 254.342.3836 | 254.276.8041 |
| Tyler Beckham | 1413 S Beckham Ave | Tyler | TX | 75701 | 903.705.4232 | 903.705.4233 |

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|-----------------------|------------------------------------|----------------|----|-------|--------------|--------------|
| Waco Valley Mills | 408 N Valley Mills Dr., Suite 408F | Waco | TX | 76710 | 254.523.3622 | 254.523.3623 |
| Wichita Falls | 4601 Old Jacksboro Hwy | Wichita Falls | TX | 76302 | 940.343.5543 | 940.241.0328 |
| Bryan College Station | 2011 S Texas Ave | Bryan | TX | 77802 | 979.599.5900 | 979.599.5901 |
| HCOM | 1414 S. Loop West, Suite 200 | Houston | TX | 77054 | 713.797.6106 | 713.790.0507 |
| HCOM | 1414 S. Loop West, Suite 200 | Houston | TX | 77054 | 713.797.6106 | 713.790.0507 |
| Freeport | 1002 ABC Avenue, Suite 600 | Freeport | TX | 77541 | 979.233.6571 | 979.233.4365 |
| Jersey Village | 17410 N.W. Freeway | Jersey Village | TX | 77040 | 713.466.0044 | 713.466.0106 |
| Hempstead | 9200 Hempstead Highway, Suite 137 | Houston | TX | 77008 | 713.880.9800 | 713.880.3330 |

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|----------------------|-------------------------------------|----------|----|-------|--------------|--------------|
| North Houston Spring | 124 FM 1960 Rd Ste A | Houston | TX | 77073 | 281.260.0087 | 281.260.0676 |
| Stafford | 10521 Corporate Dr. | Stafford | TX | 77477 | 281.277.7997 | 281.277.8117 |
| LaPorte | 1309 West Fairmont Parkway, Suite S | LaPorte | TX | 77571 | 281.470.0543 | 281.470.1542 |
| Empire Central | 1450 Empire Central, Suite 100 | Dallas | TX | 75247 | 214.905.5000 | 214.905.5015 |
| Tyler | 4025 S Broadway Ave | Tyler | TX | 75701 | 903.561.2690 | 903.561.2681 |
| Anderson Lane | 2000 W. Anderson Lane | Austin | TX | 78757 | 512.459.4367 | 512.459.8353 |
| South Lamar | 3801 S. Lamar Blvd., Building A | Austin | TX | 78704 | 512.447.9661 | 512.444.6852 |

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|----------|-------------------------|--------|----|-------|--------------|--------------|
| Lakeline | 13831 U.S. Hwy 183 N | Austin | TX | 78750 | 512.250.0424 | 512.219.0192 |
|----------|-------------------------|--------|----|-------|--------------|--------------|

TJJD Contract No: CON0001711

Exhibit F

Data Usage Agreement

| | | |
|---|--|---|
|  | <h2 style="margin: 0;">DATA USE AGREEMENT</h2> | <p style="margin: 0;">TEXAS JUVENILE JUSTICE DEPARTMENT</p> |
|---|--|---|

Please read the following agreement carefully and completely before signing.

This Agreement applies to employees, volunteers, contractors, and interns working for the Texas Juvenile Justice Department ("TJJD") who handle confidential and sensitive information, including juvenile justice information, youth drug and alcohol abuse and treatment information, and financial, medical, personnel, or student data and pertains to all state-owned or controlled Information Resources. The purpose of this Agreement is to inform you of your principal obligations concerning the use of TJJD Information Resources, and to document your Agreement to abide by these obligations.

In this agreement, "**Information Resources**" means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. (Texas Gov't Code §2054.003). Additionally, data impacted by the aforementioned is included as Information Resources.

CONFIDENTIAL AND SENSITIVE INFORMATION

You may have access to confidential or sensitive information through use of TJJD Information Resources or through your associated activities with TJJD information systems. Confidential and sensitive information includes juvenile justice information, information regarding youth drug or alcohol abuse or treatment for such abuse, identifying information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by TJJD policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of TJJD's systems, you are required to conform to applicable laws and TJJD policies governing confidential and sensitive information.

Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I UNDERSTAND THAT:

In the course of my job, I may have access to confidential and sensitive information related to:

- Students, customers, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information). This may include any information by which the identity of a person can be determined, either directly OR indirectly.
- TJJD functions (e.g., information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos and communications.).
- Third parties (e.g., vendor information, customer information, contracts).

I AGREE THAT:

- I will, at all times, safeguard and retain the confidentiality, integrity, and availability of confidential and sensitive information.
- I will only access confidential and sensitive information for business needs.
- I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential or sensitive information except as authorized.
- I will not misuse or carelessly handle confidential and sensitive information.
- I will encrypt confidential and sensitive information when appropriate, including when emailing such information outside of TJJD and when storing such information on portable electronic devices and portable storage devices.
- I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential and sensitive information.
- My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I have no right or ownership interest in any confidential or sensitive information referred to in this Agreement. TJJD may revoke my access to confidential and sensitive information at any time and without notice.

AUTHORIZED USE – I AGREE THAT:

- I will use Information Resources only for official state-approved business.
- I will not use Information Resources for personal reasons not in compliance with TJJD policies and procedures.
- I have no right to expect privacy in my use of TJJD Information Resources or in the content of my communications sent or stored in TJJD Information Resources. All user activity is subject to monitoring, logging, and review.

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|  | <h2>DATA USE AGREEMENT</h2> | <p>TEXAS JUVENILE JUSTICE DEPARTMENT</p> |
|---|-----------------------------|--|

PERSONAL SECURITY IDENTIFICATION CODES (USER ID's AND PASSWORDS) – I AGREE THAT:

- I will receive and will be required to use a personal security identification code (User ID and Password) to gain access to and to use Information Resources.
- My user ID and password are security measures that must be used only by me and I will not disclose my password to anyone other than authorized IT staff, except as permitted by law.
- I will be held personally responsible for any transactions initiated, actions taken, or for any harm, loss, or adverse consequences arising from the use of my user ID and password, including any unauthorized use by a third party if such party gains access to my user ID and password due to my misconduct or failure to abide by TJJD policy.

SOFTWARE - I AGREE THAT:

- I will only install or use software on TJJD computers that has been properly licensed and approved for my use in accordance with TJJD policies and procedures.
- If installing or authorizing the installation of software on TJJD computers, I will be responsible for ensuring that such software is only used in a manner that complies with the terms of the applicable software license agreement and all applicable TJJD policies and procedures.

ACCESS TO DATA - I AGREE THAT:

- Proper authorization is required for access to all data owned by TJJD, except data that has been authorized by TJJD for public access.
- I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties.
- I will not use TJJD Information Resources to review, alter, or otherwise act to obtain access to non-business-related information about myself, or any relative, friend, or business associate.
- I will use appropriate measures to prevent others from obtaining access to TJJD data, such as securing my workstation either by logging off or using a password-protected screen saver.
 - Before leaving a workstation with access to files containing confidential or sensitive information, I will log off or activate a password-protected screen saver.
 - If I receive a request for the release of TJJD information or data, I will follow TJJD's policies and procedures for the release of information.

SECURITY OF EQUIPMENT - I AGREE THAT:

- I will not remove Information Resources from TJJD property without proper prior authorization.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to TJJD management and to the TJJD Information Security Officer.

I AGREE THAT:

- I am required to be aware of, read, and comply with the information in the TJJD Information Security Procedure Manual found in the Policies & Procedures section of the TJJD intranet home page. [[TJJD Intranet](#)]
- I must comply with the policies concerning Information Resources set out in the TJJD General Administrative Policy (GAP) Manual and Personnel Policy and Procedure (PRS) manual, as well as any changes to those policies.
- My failure to comply with this Agreement may result in loss of access privileges to TJJD Information Resources or other disciplinary action up to and including termination for employees; termination or alteration of employment relations in the case of temporaries, contractors, or consultants; or dismissal for interns and volunteers. Additionally, individuals could also be subject to additional civil liability, and/or criminal charges.

Robert G. Hassett, DO, MPH
President, Treasurer & Corp. Secretary

Signed by:

 6D1189CF35924C5...

10/24/2025

Printed Name

Signature

Date

Distribution: Original – Employee Personnel File
 Copy - Employee