

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**PRE-EMPLOYMENT PHYSICAL EXAMINATION SERVICES CONTRACT**

The Texas Juvenile Justice Department, hereafter called "TJJD" and **Occupational Health Centers of Southwest d/b/a Concentra Medical Center**, hereafter called "Service Provider," by this contract, number **Contract CON0000428**, for and in consideration of the mutual promises set forth below, agree as follows:

This contract is entered into under the authority of Title 34 Texas Administrative Code Section 20.41, for the mutual considerations described in this contract.

**I. SERVICE PROVIDER**

- A. Service Provider certifies, by the signature of its authorized representative, that all Service Provider employees and subcontractors performing services under this contract hold licenses to practice medicine in the state of Texas as applicable and are in good standing with the Texas Medical Board. All Service Provider employees and subcontractors performing services under this contract shall maintain a valid license as applicable throughout the contract term and any subsequent extensions.
- B. Service Provider shall notify TJJD if the above licenses become invalid during the term of this TJJD contract. Service provider shall provide TJJD with notice within twenty-four (24) hours of any disciplinary action against the Service Provider and its employees and subcontractors performing services under this contract. Failure to provide proper notice of disciplinary action up to and including suspension of the required medical license constitutes a material breach of contract on behalf of the Service Provider.
- C. For and in consideration of the payment of fees for pre-employment physical examination services, Service Provider shall:
  - 1. Provide pre-employment physical examinations, TX DOT physicals, and TB tests, as needed, for job applicants referred by TJJD;
  - 2. Prepare and submit the Pre-Employment Medical Exam Report for Hazardous Duty Positions attached as Exhibit A; and Exhibit B is a list of Concentra locations; and
  - 3. Provide consultation necessary to clarify the service provider's report.
- D. Service provider shall notify TJJD if it is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). Service Provider shall secure any HIPAA consent or authorization necessary to provide to or obtain from TJJD protected health information.
- E. Service Provider shall perform the services described in this contract at any of the Concentra Offices listed on Exhibit B, attached hereto and incorporated herein by reference. Billing information will be provided in the employee's paperwork.

**II. TJJD**

For and in consideration of the services provided TJJD shall:

- A. Determine which job applicants shall be referred to Service Provider and make appropriate referrals.
- B. Pay for services rendered as described above in the following amounts: For actual services rendered in conducting the pre-employment physical examinations at a rate of \$50.00 for pre-employment physicals and TX DOT physicals and \$30.00 for each TB test.

### III. CERTIFICATIONS

#### Article 1: Equal Opportunity

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

#### Article 2: Unfair Business Practices

Service Provider certifies that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

#### Article 3: Franchise Taxes

**Section 1:** Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

**Section 2:** If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

**Section 3:** If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 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 administrative error sanctions may be taken under the provisions of the contract.

#### Article 4: Asbestos Regulation Compliance

If applicable, Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's AHERA Management Plan for each facility the Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, Service Provider shall provide to TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the Service Provider's AHERA Asbestos Management Plan(s). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

#### Article 5: Human Immunodeficiency Virus Services Act Compliance

**Section 1:** Service Provider certifies compliance with the confidentiality requirements of chapter 85 of the Texas Health and Safety Code ("the HIV Services Act") regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

**Section 2:** Service Provider certifies adoption and implementation of workplace guidelines that comply with the HIV Services Act. Under section 85.113 of the HIV Services Act, Service Provider must adopt and implement workplace guidelines similar to those adopted by TJJJ.

**Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds.

**Article 6: Communicable Disease Prevention & Control Act Compliance**

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, chapter 81 of the Texas Health and Safety Code.

**Article 7: Federal Confidentiality Compliance**

Any federally-assisted program that provides treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Service Provider certifies compliance with the federal confidentiality requirements of 42 U.S.C. § 290dd-2 and 42 C.F.R. part 2 and agrees to comply with these requirements for so long as this contract is in force.

**Article 8: Restriction on Possession of Weapons**

Service Provider agrees that neither Service Provider nor any associates providing services on behalf of Service Provider, shall carry or possess any type of firearm or other weapon as described in section 46.01 of the Texas Penal Code while rendering services under this contract. This prohibition includes the carrying of a handgun licensed under the authority of chapter 411, subchapter H, of the Texas Government Code.

**Article 9: Required Disclosure of Lobbyist Activity**

Service Provider shall notify TJJJ of any employee, director, consultant, or subcontractor of Service Provider who is required to register as a lobbyist under chapter 305 of the Texas Government Code at any time during the term of this contract. Service Provider shall include, with the notification, timely copies of all reports filed by or on behalf of such person with the Texas Ethics Commission as required by chapter 305.

**Article 10: Notification to TJJJ of Subconsultants & Subcontractors**

**Section 1:** TJJJ shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding \$5,000.00 during the term of this contract, and they are subject to the approval of TJJJ; said approval will not be unreasonably withheld.

**Section 2:** No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJJ. TJJJ shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

**Section 3:** Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

**Article 11: Compliance with Child Support, §231.006, Family Code**

Under Section 231.006, Family Code, the vendor or applicant certifies 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.

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 business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate "none" on the first line below.

**None**

\_\_\_\_\_  
Name, Social Security Number, Percent (%)

**Article 12: Compliance with §572.054, Texas Government Code, Former Officer or Employee of TJJJ**

Service Provider certifies compliance with section 572.054 of the Texas Government Code. Service Provider has not employed a former officer or employee of TJJJ to perform services on Service Provider's behalf, to secure this contract, or to represent Service Provider in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

**Article 13: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency**

Service Provider certifies compliance with section 2252.901 of the Texas Government Code, which prohibits employment contracts, professional services contracts, and consulting services contracts with former or retired TJJJ employees within one year of the last date the individual was employed by TJJJ. Section 2252.901 does not prohibit a professional services contract with a business that employs a former or retired TJJJ employee within one year of the employee's leaving TJJJ if the former or retired employee does not perform services on projects for the business that the employee worked on while employed by TJJJ. Service Provider certifies that he/she is not prohibited from entering into this contract because of any prior employment with TJJJ.

**Article 14: Specially Designated Nationals and Blocked Persons List**

Service Provider certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

TJJJ is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing service providers/vendors with the Federal System for Award Management (<https://www.sam.gov/>).

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

**Article 15: Convictions for Hurricane Katrina or Rita**

Under Section 2155.006, Government Code, the vendor (Service Provider) certifies that the individual or business entity named in this bid 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.

Under section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that

includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under section 2155.006 of the Texas Government Code, a bidder certifies that the individual or business entity named in a bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from any IFS may be terminated and payment withheld if this certification is inaccurate.

**Article 16: Antitrust**

Service Provider represents and warrants that neither Service Provider, nor any firm, corporation, partnership, or institution represented by Service Provider, nor anyone acting for such firm, corporation, partnership or institution has (1) violated the antitrust laws of the State of Texas under chapter 15 of the Texas Business and Commerce Code or federal antitrust laws; or (2) directly or indirectly communicated the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

**Article 17: Intellectual Property Indemnification**

To the extent of the Texas Constitution, the Service Provider will indemnify, defend and hold harmless the State of Texas and TJJJ against any action or claim brought against the State of Texas and/or TJJJ that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or TJJJ in a judgment or settlement.

If TJJJ's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of TJJJ Service Provider shall, at its sole expense (1) procure for TJJJ the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**Article 18: Contracting with Executive Head of State Agency**

Service Provider certifies that it is in compliance with section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency. If section 669.003 applies, Service Provider will complete the following information in order for the bid to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation from State Agency, Position with Service Provider, Date of Employment with Service Provider.

**Article 19: Abandonment or Default**

If the Service Provider defaults on the contract, TJJJ reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

**Article 20: Certain Bids and Contracts Prohibited**

Under section 2155.004 of the Texas Government Code, no person who prepared these specifications has any financial interest in Service Provider's contract. If Service Provider is not eligible, then any contract shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid 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.

**Article 21: Gifts and Gratuity**

By executing this agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

**Article 22: Debarment**

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

**Article 23: By signature hereon, the provider certifies that:**

All statements and information prepared and submitted in the response to this contract are current, complete and accurate.

When a Texas business address shown hereon that address is, in fact, the legal business address of Service Provider and Service Provider qualifies as a Texas Resident Bidder under title 34, section 20.32(68) of the Texas Administrative Code.

**Article 24: Verification of Worker Eligibility Clause FOR SERVICE OR CONSTRUCTION CONTRACTS ONLY**

1. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at time of contract award, Service Provider shall:
  - a. Enroll in the E-Verify program within 30 calendar days of contract award; and thereafter
  - b. Use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to this contract, within the United States.
2. If Service Provider is enrolled in E-Verify at time of contract award, Service Provider shall use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to this contract, within the United States
3. Service Provider shall comply with the requirements of the E-Verify program Memorandum of Agreement (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJJD may terminate this contract.
4. Service Provider shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.
5. Service Provider shall provide, upon request of TJJJD, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of Service Provider's employees, subcontractors, and subcontractors'

employees that meet the criteria above, provided that such dissemination has been authorized in advance by SSA or DHS for legitimate purposes.

6. The requirements of this clause only apply to contracts for services or construction.

#### **IV. GENERAL PROVISIONS**

##### **Article 1: Relationship of Parties**

The Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TJJD by virtue of this contract.

##### **Article 2: Indemnity**

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TJJD and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional acts or omissions, or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, sub-contractors, or visitors which arise out of or result from the services provided pursuant to this contract.

##### **Article 3: Confidentiality and Security**

**Section 1:** Service Provider agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.

**Section 2:** Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TJJD or under applicable law.

**Section 3:** Service Provider's employees who visit any TJJD facility will comply with that facility's security regulations.

**Section 4:** Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of the youth and, if under age 18, of his or her parents, guardian, or managing conservator.

##### **Article 4: Administrative Error Sanctions**

**Section 1:** TJJD, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, may require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract, or may impose recommendations from an audit or investigative findings upon 30 days' written notice to Service provider.

**Section 2:** Service Provider shall cooperate fully with TJJD and its authorized representative in carrying out corrective action plans.

##### **Article 5: Termination**

**Section 1:** Service Provider may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice.

**Section 2:** TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice, or immediately in the event breach of contract by Service Provider.

**Section 3:** 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.

**Article 6: Funding Out Clause**

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of this Termination Article shall apply. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

**Article 7: Waiver**

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

**Article 8: Severability**

The provisions of this contract are severable. If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application.

**Article 9: Merger Clause and Contract Amendment**

This contract encompasses the complete and entire agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in this contract. This contract may only be amended by a mutual agreement, made in writing, executed by the parties hereto or their successors, that is expressly made a part of this contract.

**Article 10: Notice of Changes**

**Section 1:** Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, operating entity, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

**Section 2:** Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble 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 of the Texas Local Government Code.

**Article 11: Notice**

Required notices will be provided to the Director of Contracts, Procurement and Support Services at the TJJD Central Office at 11209 Metric Boulevard, Building H, Austin, Texas 78758, Post Office Box 12757, Austin, Texas 78711; and to the Service Provider at **5080 Spectrum Drive, Addison, TX 75001.**

**Article 12: Venue**

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

### **Article 13: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to this contract shall use the procedures contained in this article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. The procedures contained in Article 14 below shall be followed thereafter.

**Section 2:** Informal Resolution: Contract Service Providers and TJJJ staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TJJJ staff are encouraged to utilize the following mechanism to resolve problems.

**Section 3:** Formal Resolution:

a. Contract Service Providers or TJJJ staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.

b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.

c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

**Section 4:** Appeal: Service Provider desiring to appeal the decision may do so within ten days by writing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was resolved by the designated contact; or Director of Contracts, Procurement and Support Services if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within 14 working days; responses will be sent to the individual or program who submitted it; designated contact; designated contact's supervisor; and Director of Contracts, Procurement and Support Services.

### **Article 14: Claims for Breach of Contract**

**Section 1:** The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used, as further described herein, by TJJJ and Service Provider to attempt to resolve Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Service Provider shall submit written notice, as required by subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TJJJ and the Service Provider otherwise entitled to notice under the parties' contract. Compliance by the Service Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under chapter 2260, subchapter C, of the Texas Government Code.

a. The contested case process provided in chapter 2260, subchapter C, of the Texas Government Code is the Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TJJJ if the parties are unable to resolve their disputes under subparagraph A. of this paragraph.

b. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under chapter 107 of the Texas Civil Practice and Remedies Code. Neither the execution of this contract by TJJJ nor any other conduct of any representative of TJJJ relating to the contract shall be considered a waiver of sovereign immunity to suit.

**Section 2:** The submission, processing and resolution of the Service Provider's claim is governed by the published rules adopted by TJJJ pursuant to chapter 2260 of the Texas Government Code, as currently effective, hereafter enacted or subsequently amended.

**Section 3:** Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part.

**Article 15: No Third Party Beneficiaries**

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

**Article 16: Audit Clause**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this 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, an 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. Service Provider shall ensure that this paragraph, concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate, is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJJ and State of Texas requirements. Service Provider 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, whichever is later. Service Provider shall make available, at the State's sole expense at reasonable times and upon reasonable written 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 TJJJ, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJJ and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJJ or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this Contract.

TJJJ may unilaterally amend this Contract to comply with any rules and procedures of the State Auditor upon advance written notice to Service Provider.

**Article 17: Default**

If the Service Provider defaults on the contract, TJJJ reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

**Article 18: Payment Terms and Debt Owed to State of Texas**

Terms of payment shall be in accordance with chapter 2251 of the Texas Government Code. In accordance with section 403.0551 of the Texas Government Code, any payments owed to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state or delinquency in payment of taxes to the state until the indebtedness or delinquency is paid in full. Service Provider agrees that any payments due under this contract will be applied towards any debt Service Provider owes to the State of Texas, including, but not limited to, delinquent taxes and unpaid child support payments under section 231.007 of the Texas Family Code.

**Article 19: Buy Texas**

Pursuant to section 2155.4441 of the Texas Government Code, Service Provider shall, in performing the contract, purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the State of Texas.

**Article 20: Specifications**

The services performed shall be in accordance with the purchase specifications herein.

**Article 21: Assignment**

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

**Article 22: Compliance with Other Laws**

In the execution of this Contract, Service Provider shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

**Article 23: Execution Authority**

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of the Service Provider and to bind the Service Provider under this contract.

**V. TERM**

The entire term of the contract shall begin **September 1, 2015** and continue through **August 31, 2016**. The contract may be renewed provided funding is available and all parties agree in writing, via contract amendment. Any renewals shall be at the same terms and conditions, plus any mutually agreed to and approved changes.

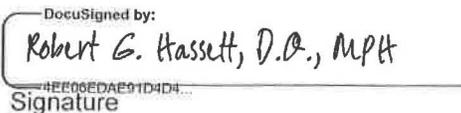
**Texas Juvenile Justice Department**



David Reilly  
Executive Director

Date 10/30/2015

**For Service Provider:**

DocuSigned by:  


Signature

Date 10/30/2015

Approved As To Form



TJJJ Attorney

## EXHIBIT A

	<b>PRE-EMPLOYMENT MEDICAL EXAM REPORT FOR HAZARDOUS DUTY POSITIONS</b>	TEXAS JUVENILE JUSTICE DEPARTMENT
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To be used only with selected applicants for employment in positions authorized to receive hazardous duty pay.

**Section I. Applicant's Authorization.** (completed by applicant)

Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Facility: \_\_\_\_\_

I understand that I have been offered employment in the position identified above, and that the job offer is contingent on my being able to perform the essential duties of the position, with or without reasonable accommodation of disabilities. In order for the Texas Juvenile Justice Department (TJJD) to properly assess my ability to perform the essential duties of this position, I hereby authorize the health care provider conducting this Pre-Employment Medical Exam to disclose and freely discuss the results of my medical examination with representatives from the TJJD Human Resources Division and to release any and all medical records regarding my medical conditions and treatment to the TJJD Human Resources Division.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

With few exceptions, you are entitled, upon request, to be informed about the information that the Texas Youth Commission collects about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review this information. Under Section 559.004 of the Texas Government Code, you are entitled to have the Texas Youth Commission correct any information that is incorrect. Please notify your local HR Administrator to correct any information about yourself that is not correct.

**Section II. Physical Activity and General Medical Condition Evaluation** (completed by examining health care provider)

**A. Physical Activity Evaluation.** Based on the applicant's physical condition, please complete the following items relating to the above-named applicant's capabilities to perform the listed activities. Please note that inability to perform one or more of the listed activities does not necessarily mean that the applicant cannot be employed in the position indicated. Rather, the information will be used to assess whether the applicant can perform job duties, both essential and non-essential, with or without accommodations. If you check "unable to perform" or identify any limitations, please indicate: (1) the medical condition that prevents or limits the applicant's performance of the activity; (2) the severity of the condition; and (3) the expected duration of the condition.

Activity Description	Able to Perform	Unable to Perform	Able to perform with Limitations (describe)
With appropriate agency training/testing, perform the agency's primary restraint technique, which requires flexibility, manipulation of the youth's arms, exertion of arm force (pushing/pulling), kneeling, taking the youth to the floor, and rolling onto one's side (see attached)	<input type="checkbox"/>	<input type="checkbox"/>	
Prolonged walking (up to two miles at a time)	<input type="checkbox"/>	<input type="checkbox"/>	
Prolonged standing (up to four hours at a time)	<input type="checkbox"/>	<input type="checkbox"/>	
Lift up to 45 pounds (an approximation of the force typically required in performing the primary restraint technique on a resistant youth)	<input type="checkbox"/>	<input type="checkbox"/>	
Hear a forced whisper at 5 feet, with or without a hearing aid	<input type="checkbox"/>	<input type="checkbox"/>	
See, with a vision of at least 20/40 in each eye with or without correction	<input type="checkbox"/>	<input type="checkbox"/>	
Work long hours (up to 12 hours or more, if needed)	<input type="checkbox"/>	<input type="checkbox"/>	

Medical condition prohibiting or limiting applicant's ability to perform activity: \_\_\_\_\_

Severity of condition: \_\_\_\_\_

Duration of condition: \_\_\_\_\_



**PRE-EMPLOYMENT MEDICAL EXAM REPORT  
FOR HAZARDOUS DUTY POSITIONS**

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

**B. General Medical Condition and Treatment Evaluation**

**B1. Ability to Remain Alert, Monitor, and Respond Appropriately**

Does the applicant have any medical condition or is the applicant undergoing any regimen of continuing treatment (e.g., prescription medications) that is likely to result in loss of consciousness, seizures, or other loss of or impairment of the ability to remain alert and observant, and to monitor and respond appropriately, both verbally and physically, to activities or emergencies in a hazardous environment?

Yes  No If yes, please complete the following (attach another page if necessary):

Medical condition or treatment and its effect on the applicant's ability to remain alert, monitor, and respond appropriately:

Severity of condition: \_\_\_\_\_ Duration of condition: \_\_\_\_\_

**B2. Communicable Diseases**

Does the applicant have any apparent communicable diseases that could be transmitted through routine work activities?

Yes  No

If yes, has treatment been prescribed?  Yes  No If no, explain:

When will the applicant be able to safely begin work?

**B3. TB Test**

Skin test results:  Negative  Positive If positive, chest x-ray results:

**C. Health Care Provider Signature and Contact Information**

Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

**Section III. TJJD Human Resources Review (to be completed by TJJD HRA prior to scheduled hire date)**

A.  Legible and Complete Form. The form is complete and legible, or documentation from the medical provider is attached that addresses any missing or illegible information.

B. Medical Limitations or Conditions.

The information provided indicates that there are *no limitations or medical conditions* affecting the applicant's ability to perform any physical activity or job duty (whether essential or non-essential).

The information provided indicates *a limitation or condition exists* which affects the applicant's ability to perform an activity or job duty (whether essential or non-essential). In accordance with the attached documentation from Central Office human resources (check one of the following):

the hiring process can proceed.

the CLA should explore reasonable accommodations before the hiring process can proceed.

the conditional job offer must be withdrawn.

Printed Name

Signature

Date

**EXHIBIT B**

Texas Locations

Address	City	State	Zip	Phone	Fax	Hours of Operation (M-F)	Hours of Operation (Weekends)
15810 Midway Rd	Addison	Texas	75001	972.458.8111	972.458.7776	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
10200 Broadway Street, Ste. 200	San Antonio	Texas	78217	210.654.8787	210.654.3008	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
1619 S Kentucky Street, Ste. #600	Amarillo	Texas	79102	806.373.2200	806.373.8679	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
2160 E. Lamar Blvd.	Arlington	Texas	76006	972.988.0441	972.641.0054	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
511 E. I-20	Arlington	Texas	76018	817.261.5166	817.275.5432	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
9333 Research Blvd. Ste. 400	Austin	Texas	78759	512.467.7232	512.467.7203	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
10001 South IH-35, Suite 300	Austin	Texas	78747	512.440.0555	512.448.1113	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
811 NE Alsbury Blvd, Suite 800	Burleson	Texas	76028	817.293.7311	817.551.1066	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
1345 Valwood Pkwy, Ste. 306	Carrollton	Texas	75006	972.484.6435	972.484.6785	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
4025 S Padre Island Dr	Corpus Christi	Texas	78411	361.852.8255	361.852.0212	7:00 am - 6:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
125 E 8th Street	Deer Park	Texas	77536	281.930.8555	281.930.9870	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
2004 Leeland Street	Houston	Texas	77003	713.223.0838	713.223.1310	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
400 E Quincy	San Antonio	Texas	78215	210.472.0211	210.472.0214	8:00 am - 6:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
1610 N. Zaragosa Road, Ste. D1	El Paso	Texas	79936	915.593.1862	915.593.2173	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 7:00 pm (Sat.), 12:00 pm - 5:00 pm (Sun.)	8:00 am - 5:00 pm (Mon. - Fri.)
8756 Teel Parkway, Suite 350	Frisco	Texas	75034	972.712.5454	972.712.5442	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.), 9:00 am - 5:00 pm (Sun.)	8:00 am - 5:00 pm (Tue.), 8:00 am - 5:00 pm (Thu.), 8:00 am - 5:00 pm (Fri.)
2500 West Freeway (130), Ste. 100	Fort Worth	Texas	76102	817.882.8700	817.882.8707	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)	7:00 am - 6:00 pm (Mon. - Fri.)
4060 Sandshell Dr	Fort Worth	Texas	76137	817.306.9777	817.306.9780	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
1621 S Jupiter Rd, Ste. 101	Garland	Texas	75042	214.340.7555	214.340.3980	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
6320 Gateway Blvd. E	El Paso	Texas	79905	915.772.2111	915.778.6759	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
6545 Southwest Freeway	Houston	Texas	77074	713.995.6998	713.995.6580	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
8505 Gulf Fwy, Ste. F	Houston	Texas	77017	713.944.4442	713.944.4582	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
10909 East Freeway	Houston	Texas	77029	713.675.4777	713.675.4336	8:00 am - 5:00 pm (Mon. - Fri.), 8:00 am - 12:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
401 Greens Rd	Houston	Texas	77060	281.873.0111	281.873.0660	7:00 am - 7:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
9321 Kirby Dr	Houston	Texas	77054	713.797.0991	713.797.6431	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
8799 North Loop E, Ste. 110	Houston	Texas	77029	713.674.1114	713.674.5169	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 am (Mon.), 8:00 am - 5:00 pm (Wed.), 8:00 am - 12:00 pm (Fri.)

6360 W Sam Houston Pkwy N, Ste. 200	Houston	Texas	77041	713.280.0400	713.896.0702	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
1000 N Post Oak Rd, Bldg. G #100	Houston	Texas	77055	713.686.4868	713.686.5127	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
5910 N. MacArthur Blvd. Suite 133	Irving	Texas	75039	972.554.8494	972.438.4647	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
2403 S. Stemmons Fwy, Ste. 103	Lewisville	Texas	75067	972.829.2999	972.459.7929	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon.), 8:00 am - 5:00 pm (Wed.), 8:00 am - 5:00 pm (Fri.)
6048 Marsha Sharp Fwy	Lubbock	Texas	79407	806.745.2200	806.745.3267	8:00 am - 8:00 pm (Mon. - Thur.), 8:00 am - 6:00 pm (Fri.), 9:00 am - 3:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
4928 Samuell Blvd.	Mesquite	Texas	75149	214.328.1400	214.328.2884	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
1300 N. Central Expressway	Plano	Texas	75074	972.578.2212	972.881.7666	8:00 am - 8:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)	8:00 am - 5:00 pm (Mon. - Fri.)
5520 Westmoreland, Ste. 200	Dallas	Texas	75237	214.467.8210	214.467.8192	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
117-B Louis Henna Blvd. Ste. 200	Round Rock	Texas	78664	512.255.9634	512.255.9645	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
3453 I-35, Ste. 110	San Antonio	Texas	78219	210.226.7767	210.226.9656	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
12702 Toepperwein, Ste. 104	San Antonio	Texas	78233	210.653.4420	210.653.3183	8:00 am - 8:00 pm (Mon. - Fri.), 10:00 am - 6:00 pm (Sat.), 10:00 am - 6:00 pm (Sun.)	7:00 am - 6:00 pm (Mon. - Fri.), 8:30 am - 1:30 pm (Sat.)
7555 NW Loop 410, Ste. 114	San Antonio	Texas	78245	210.520.8070	210.521.7688	8:00 am - 8:00 pm (Mon. - Fri.), 10:00 am - 5:00 pm (Weekends)	7:00 am - 6:00 pm (Mon. - Fri.), 8:00 am - 5:00 pm (Sat.)
2920 N. Stemmons Fwy.	Dallas	Texas	75247	214.630.2331	214.905.1323	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
5601 Greenville Ave.	Dallas	Texas	75206	214.821.6007	214.821.6149	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Sat.), 9:00 am - 5:00 pm (Sun.)	8:00 am - 5:00 pm (Mon.), 8:00 am - 5:00 pm (Wed.), 8:00 am - 5:00 pm (Fri.)
4205 Franklin Ave	Waco	Texas	76710	254.772.2777	254.772.2770	8:00 am - 5:00 pm (Mon. - Fri.)	8:00 am - 5:00 pm (Mon. - Fri.)
12345 Katy Fwy	Houston	Texas	77079	281.679.5600	281.679.6510	7:00 am - 9:00 pm (Mon. - Fri.), 8:00 am - 6:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
4301 W. William Cannon, Bldg. E, Suite 320	Austin	Texas	78749	512.467.6608	512.467.7861	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)
Fiesta Trails 12651 Vance Jackson, Ste. 114	San Antonio	Texas	78249	210.762.3780	210.558.3752	8:00 am - 8:00 pm (Mon. - Fri.), 9:00 am - 5:00 pm (Weekends)	8:00 am - 5:00 pm (Mon. - Fri.)