

STATE OF TEXAS
COUNTY OF TRAVIS

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**AGREEMENT BETWEEN
THE TEXAS BOARD OF NURSING
AND
RECOVERYTREK LLC
FY 2024 CONTRACT**

This agreement is entered into by and between the Texas Board of Nursing (the “Board”) and RecoveryTrek LLC (the “Contractor”) for the mutual considerations set forth below (the “Contract”). For purposes of this Contract, the Board and the Contractor are sometimes collectively referred to as the “Parties” or individually as a “Party.”

1 Authority for Agreement; Compliance with Procurement Laws

1.1 Authority for Agreement; Compliance with Procurement Laws.

This Contract is the result of compliance with applicable procurement laws of the State of Texas. The Board issued Request for Proposals 507-23-001 (the “RFP”) on June 12, 2023, in accordance with Texas Government Code Sections 2156.121 – 2156.125 and 34 Texas Administrative Code Section 20.208. The Contractor was the awarded vendor.

2 Contract Documents

2.1 This Contract formally incorporates by reference the requirements, affirmations, specifications, responsibilities, and the terms and conditions found in RFP 507-23-001, and the Contractor’s Proposal (the “Proposal”), as follows:

1. Request for Proposals 507-23-001; and
2. Contractor’s Proposal.

2.2 BON Required Terms and Conditions. This Contract formally incorporates by reference Addendum A – Texas Board of Nursing Terms and Conditions.

3 Compensation, Fees, and Pricing

- 3.1 The Parties agree that no payment by the Board to the Contractor is contemplated by this Contract. Participants will solely be responsible for all fees and/or payments at the time of drug screening, at the collection site.
- 3.2 Prices offered, as part of the Contractor’s Proposal, are firm, fixed prices. However, in the event the Contractor offers or provides a lower price to a specific Customer(s) for the same commodities or services, under the same terms and conditions, provided for the State of Texas pursuant to its Contract, the Contractor must provide the same lower price to the Texas Board of Nursing’s Participants.
- 3.3 Contractors are required to immediately implement any price decrease or discount increase that may become available. Contractor must notify the Texas Board of Nursing’s Legal Department in writing so that the Texas Board of Nursing may update the Contract.

4 Term; Termination

4.1 Term.

This Contract shall begin on September 1, 2023, and will terminate on August 31, 2024. This Contract may be renewed for up to three (3) additional one-year periods following the initial one-year contracting period without the need for an additional re-bidding process. Further, the Board may extend this Contract for six (6) months following the last period of renewal or for such additional time as the Texas Comptroller of Public Accounts deems necessary to secure and transition to a new contract.

4.2 Termination for Cause.

If the Contractor 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, the Board may, upon written notice of default to the Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under this Contract. The Board may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other 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 the Board notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs, incurred by the Board with respect to the enforcement of any of the remedies listed herein.

4.3 Termination for Convenience.

The Board reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the Board determines that such termination is in the best interest of the State. In the event of such a termination, the Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Board shall be liable only to the portion of work the Board authorized in writing and which Contractor has completed, delivered to the Board, and which has been accepted by the Board. All such work shall have been completed, in accordance with Contract requirements, prior to the effective date of termination. The Board shall have no other liability, including no liability for any costs associated with the termination.

4.4 Contractor's Continued Performance.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the Texas Board of Nursing, Contractor must continue performance and will not be excused from performance during the period any breach of contract claim, dispute or mediation is pending under either of the above processes. However, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Section 2251.051 of the Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

5 SIGNATORIES

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their undersigned, duly authorized representatives. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

This Contract is full and complete on its face, has been read by all parties, and no terms or conditions exist outside those acknowledged and accepted herein by the parties whose signatures

appear below. It is agreed and understood that the Contract may be amended only upon written agreement between the Board and Contractor, but in no case will the Contract be amended so as to make it conflict with the laws of the State of Texas.

For the faithful performance of the terms of this Contract, the Parties hereto execute this Contract in their respective capabilities on the dates indicated.

TEXAS BOARD OF NURSING

CONTRACTOR

By *Katherine Thomas*

By *F. J. Cizerle*

Katherine Thomas, MN, RN, FAAN
Executive Director
Texas Board of Nursing
1801 Congress Ave., #10-200
Austin, TX 78701

F.J. Cizerle, President
RecoveryTrek LLC
440 Monticello Avenue, Suite 100
Norfolk, Virginia 23510

Date *August 29, 2023*

Date 29 August 2023