

STATE OF TEXAS           §  
  §  
  
COUNTY OF TRAVIS       §

**CONTRACT BETWEEN  
THE TEXAS JUVENILE JUSTICE DEPARTMENT  
AND  
KDM Consults, LLC  
CON0001703**

This Contract is by and between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**,” and **KDM Consults** [REDACTED] **Payee ID # 1872270206**, hereinafter “**Service Provider**,” for the provision of Prison Rape Elimination Act, “**PREA**” Auditor Services for TJJD. This Contract is identified as Contract Number **CON0001703**

- 1. This Contract is composed of the following documents and incorporated by reference:
  - a. This Contract, including all attachments;
  - b. **Exhibit A, Execution of Offer**, dated: February 9, 2025;
  - c. **Exhibit B, Pricing Schedule**, dated: February 20, 2025;
  - d. **Exhibit C, Terms and Conditions (Revised)**, Dated: April 30, 2025;
  - e. **Exhibit D, PREA Process Map**;
  - f. **Exhibit E, PREA Policy Overview and Training**, dated: February 9, 2025;
  - g. **Exhibit F, Data Use Agreement**, dated: February 9, 2025;
  - h. Respondent’s ’s Proposal dated February 20, 2025; and
  - i. Request for Proposal, RFP 644-25-092024 issued February 5, 2025.

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

**SECTION I  
CONTRACT TERM**

**A. PERIOD OF PERFORMANCE:**

The initial term of the Contract shall be from **May 30, 2025** through **May 29, 2028**. The Contract may be renewed for one (1), two (2) - year renewal option. 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.

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 the Contract’s Termination Article shall apply. State agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. The Contract agreement is subject to cancellation, without penalty, either in whole or in part, if funds become unavailable.

**SECTION II  
SERVICE PROVIDER**

## **B. SCOPE OF SERVICES:**

TJJJD is required by law to comply with the Prison Rape Elimination Act (PREA) as it relates to the Juvenile Facility Standards, 28 C.F.R. Chapter 1, Part 115, Subpart D. TJJJD is requesting the services of one or more Department of Justice (DOJ) Certified PREA Auditors for auditing of state operated facilities.

### **The Service Provider shall:**

#### **1. Provide Detailed Audit Requirements:**

- 1.1. Audits shall be performed in compliance with PREA standard 28 C.F.R. 115.403 below and follow **Exhibit-D, PREA Audit Process Map and Audit Cycle:**  
[https://www.prearesourcecenter.org/sites/default/files/content/prea\\_audits\\_process\\_mapjuvenile\\_final.pdf](https://www.prearesourcecenter.org/sites/default/files/content/prea_audits_process_mapjuvenile_final.pdf)

The auditor is responsible for the pre-audit phase, the on-site audit phase, and the post-audit corrective action/final report phase. The auditor is responsible for performing the audit as required by the DOJ and is responsible for knowledge of all written guidance from the DOJ regarding the conducting of audits. This includes, but is not necessarily limited to, the following:

#### **1.2. 28 C.F.R. § 115.403 Audit contents and findings:**

- (a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
- (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
- (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
- (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
- (e) Auditors shall redact any personally identifiable inmate [youth] or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.

#### **2. Service Provider Qualifications:**

2.1 The auditor shall submit documentation demonstrating the following qualifications:

2.1.1 DOJ Certification as a PREA Auditor for Juvenile Facilities.

2.2. Compliance with PREA Standards detailing auditor qualifications as found in **28 C.F.R. §115.402** Auditor qualifications below:

2.2.1. **28 C.F.R. §115.402** Auditor qualifications:

An audit shall be conducted by:

- a. A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);
- b. A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or
- c. Other outside individuals with relevant experience.
- d. All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
- e. No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
- f. TJJJ shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the TJJJ's retention of the auditor, with the exception of contracting for subsequent PREA audits.
- g. Service Provider shall familiarize, adhere and reference the **Exhibit D – Process Map and Audit Cycle for auditing**.

**C. 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 TJJJ 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.

**Table 1. Sample Deliverable List Format**

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Estimated Due Date</b>
1	<b>Auditor to Participate in Pre-Audit Phase</b>	Reviewing all sample documentation prior to arrival to the TJJJ facility
2	Auditor to participate in a Pre-audit Kick-off call	Prior to their physical arrival to any TJJJ facility
3	Auditor to Participate in On-Site Audit Phase	During the time at the facility the PREA Auditor will participate in a tour of the entire facility; conduct interviews with staff and youth as outlined within the Auditor handbook; and review additional documentation as needed
4	Auditor to participate in Debriefing prior to completion of On-Site Audit Phase	Prior to departure from facility during On-site Audit Phase
5	<b>Interim PREA Audit Report</b> submitted to PREA Coordinator (if applicable)	Within 45 days of the auditor's departure from the TJJJ facility at the conclusion of the on-site audit phase
6	<b>Collaboration Corrective Action (if applicable)</b>	In the event that corrective action is needed, the auditor will collaborate with the PREA Coordinator and facility on the development of an action plan rectify all non-compliance determinations outlined with the Interim PREA Report
7	<b>PREA Audit Final Report</b> submitted to the PREA Auditor	Within 45 days of the auditor's departure from the TJJJ facility at the conclusion of the on-site audit phase or upon completion of the required corrective action phase ( <i>as applicable</i> )

**E. SERVICE PROVIDER QUALIFICATIONS:**

The Service Provider shall have the experience and qualifications required to provide the products and services requested in this Contract including, but not limited to, the following:

1. Be, in TJJJ's sole judgment, an established company that is financially stable with the ability to meet the financial responsibilities of this project; and
2. Service Provider and/or Key Personnel must have a minimum of five (5) years' experience in Auditing PREA Standards.
3. The Service Provider and/or auditor shall submit documentation demonstrating the following qualifications:

- a. DOJ Certification as a PREA Auditor for Juvenile Facilities.
- b. Compliance with PREA Standards detailing auditor qualifications as found in **28 C.F.R. 115.402** below.

**F. SERVICE PROVIDER PERSONNEL QUALIFICATIONS:**

- 1. Key 28 C.F.R. §115.402 PREA Auditor qualifications:
  - a. An audit shall be conducted by:
    - i. member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);
    - ii. A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or
    - iii. Other outside individuals with relevant experience.
  - b. All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
  - c. No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
  - d. The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
- 2. Certified DOJ Auditor with experience in auditing for juvenile facilities.

**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, Service Provider must identify the proposed subcontractors in Service Provider's 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:**

1. Service Provider will submit invoices to the TJJJ Claims Department via email at [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov) and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N. Congress, Austin, Texas 78701.
2. 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, itemized amount for services provided, the name and division of TJJJ Contract Manager, Service Provider 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. The 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.
3. The Service Provider and/or auditor shall invoice TJJJ for 50% of the total fee upon submission of the interim audit report for payment by TJJJ. The Service Provider and/or auditor shall invoice the remaining 50% of the payment to be paid upon receipt by TJJJ for the final audit report after any corrective action period.

**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 the TJJJ contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

**J. TJJJ SECURE FACILITY LOCATION:**

The Service Provider shall provide PREA Audit Services at each of the locations listed in this section as stated in **Exhibit B – Pricing Schedule**.

**INSTITUTIONS:**

**Evins State Juvenile Correctional Facility**

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

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**Gainesville State Juvenile Correctional Facility**

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

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**Giddings State Juvenile Correctional Facility**

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

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**Mart State Juvenile Correctional Facility**

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

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**Mart Residential Treatment Center**

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

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**Ron Jackson State Juvenile Correctional Facility**

611 FM 3254  
Brownwood, Texas 76801  
(325) 641-4200  
FAX (325) 646-7704  
(Mailing Address)  
P.O. Box 1267  
Brownwood, Texas 76804

**HALFWAY HOUSES:**

**Ayres House**

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

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**Edna Tamayo House**

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

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**Schaeffer House**

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

**SECTION III  
TJJD**

**K. TJJD RESPONSIBILITIES:**

1. Provide timely review and acceptance of Service Provider's deliverables.
2. Permit the auditor with access to facilities; access to individuals for interviews including staff as well as youth; provide adequate work space; any vital information about the facility or halfway house that could impact the auditor's ability to perform essential functions related to the PREA audit
3. Process and pay invoices in accordance with the terms described in this Contract.
4. Provide Service Provider with TJJD current training curriculum and policies. TJJD will ensure Service Provider's definitions and processes are incorporated into the training.
5. Provide Service Provider with the essential background of juvenile corrections operations.
6. Provide a TJJD point of contact for services.
7. Provide the Service Provider access to facilities and the necessary documentation for assessments.
8. Designate a point of contact for communication and coordination.
9. Share relevant policies and existing resources for review.
10. Perform criminal background checks on Service Provider and Subcontractor required personnel.
11. Provide workspace with equipment, furniture, and supplies for Service Provider.
12. TJJD will pay for services in accordance with documents that make up the Contract, including the rates listed in **Exhibit B - Pricing Schedule**. These rates are a fixed fee for each service stated in this Contract. The Service Provider shall provide invoices to TJJD for services performed as outlined in this Contract. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that payment owing to Service Provider under this Contract will be applied toward elimination of Service Provider's indebtedness to the state delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full. 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 TJJD's receipt of funds appropriated by the Texas Legislature.
13. The total **Not-to-Exceed** amount for the initial term of this contract is **\$39,200.00**, unless amended by contract amendment signed by both Parties. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.
14. Provide adequate work space for Service Provider.
15. Provide vital information about the facility or halfway house that could impact the Service Provider's ability to perform essential functions related to the Contract.

16. TJJD will ensure that the Service Providers final report is published on the TJJD's website if it has one, or is otherwise made readily available to the public.

**L. OWNERSHIP:**

1. **Intellectual Property Rights Alternatives:** The Service Provider shall ensure TJJD remains operational, without interruption to TJJD business, in the event the Service Provider 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. TJJD will retain ownership of all functional requirements associated with custom specifications of TJJD.

**M. 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: February 20, 2025; and
4. Request for Proposal, including addenda and all exhibits.

**SECTION IV  
SECURITY REQUIREMENTS**

**A. SECURITY**

1. TJJD will provide the Service Provider with access to confidential youth and TJJD information. All confidentiality requirements and background check requirements will be required.
2. The Service Provider, and Service Providers' Employees and/or Subcontractor(s) are required to meet applicable TJJD background checks and confidentiality policies.
3. The Service Provider will be required to adhere to **Exhibit E - PREA Policy Overview and Training Acknowledgement** provided by TJJD.
4. The Service Provider will be required to adhere to **Exhibit F - Data Use Agreement** for the duration of the contract term.
5. 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:** Karen d. Murray. KDM Consults, Owner/Operator  
**Phone:** (303) 882-0052  
**Email:** [kdmconsults1@gmail.com](mailto:kdmconsults1@gmail.com)

**TJJD Point of Contact for Service:**

**Name:** Carla Bennett-Wells PREA Coordinator  
**Phone:** (254) 495-8074  
**Email:** [Carla.Bennett-Wells@tjtd.texas.gov](mailto:Carla.Bennett-Wells@tjtd.texas.gov)

**TJJD Contract Specialist Point of Contact:**

**Name:** Dorene Corsentino, Contract Specialist, CTCM, CTCD  
**Phone:** 512-490-7124  
**Email:** [Dorene.Corsentino@tjtd.texas.gov](mailto:Dorene.Corsentino@tjtd.texas.gov)

**Exhibits to this contract are as follows:**

- Exhibit A:** Execution of Proposal
- Exhibit B:** Pricing Schedule Dated, February 20, 2025
- Exhibit C:** Terms and Conditions (Revised)
- Exhibit D:** PREA Process Map
- Exhibit E:** PREA Training and Acknowledgement
- 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:**



06/02/2025

Shandra Carter, Executive Director

Date

**For Service Provider:**



5-17-25

Signature

Printed Name

Date

## **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 Respondent certifies that the individual or business entity named in this response 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:
Karen Murray	87-2270206	100%

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 TJJJD has served as an executive head of the Texas Comptroller of Public Accounts, TJJJD, 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 TJJJD 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 boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the

Solicitation No: 644-25-092024

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 TJJD or is considered by TJJD 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. § 1101 et seq.) and all subsequent immigration laws and amendments.

**No Collusion:** Respondent 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 Respondent 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)** KdM Consult s LLC

**SIGNATURE (INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** Karen d Murray

**TITLE:** Owner/Operator **DATE:** 2 / 202 5

**EMAIL ADDRESS:** kdmconsults1@gmail.com

**STREET:** P.O. Box 36

**CITY/STATE/ZIP:** Livermore, CO 80536

**TELEPHONE AND FACSIMILE NO.:** (303) 882-0052 / N/A

**PAYEE IDENTIFICATION NUMBER:** \_\_\_\_\_ **or**

**FEDERAL TAXPAYER IDENTIFICATION NUMBER:** 87-2270206

**EXHIBIT B - PRICING SCHEDULE**  
**SOLICITATION No. RFP 644-24-092024**

**RESPONDENT NAME:**

**\*\*This may be adjusted depending on the requirements of the solicitation.**

**INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT A UNIT PRICE FOR AUDITING SERVICES, INCLUSIVE OF, TRANSPORTATION, MEALS, and LODGING FOR LINE ITEMS 1 THROUGH 8.**

Respondent is not required to bid on all locations, but may bid on as many audit locations as they have the capacity to audit.

Please note: the proposed audit rate shall also incorporate travel expenses. Travel expenses include transportation, lodging, meals, and incidental costs.

Pricing for Services Offered (Price will be firm fixed price)

Transportation, Meals, and Lodging at: [Per Diem Rates | GSA](#)

Note: TJJD may reference GSA Rates for travel expenses deemed unreasonable and reimburse contractor per GSA Rates

ITEM	DESCRIPTION OF SERVICE	QUANTITY	UNIT	UNIT PRICE	Total Cost
1	<b>PREA AUDIT SERVICES for:</b> <b>Ron Jackson State Juvenile Correctional Facility</b> 611 FM 3254 Brownwood, TX 76801 ***** <b>FACILITY TYPE:</b> Secured Institution <b>FACILITY SECURE LEVEL:</b> High ***** <b>FACILITY CAPACITY :</b> 268	1	LOT	\$4,900.00	\$4,900.00
2	<b>PREA AUDIT SERVICES for:</b> <b>Evins State Juvenile Correctional Facility</b> 3801 E. Monte Cristo Road Edinburg, TX 78541 ***** <b>FACILITY TYPE:</b> Secured Institution <b>FACILITY SECURE LEVEL:</b> High ***** <b>FACILITY CAPACITY:</b> 204	1	LOT	\$4,900.00	\$4,900.00
3	<b>PREA AUDIT SERVICES for:</b> <b>Edna Tamayo House</b> 1438 N. 77th Sunshine Strip Harlingen, TX 78550 ***** <b>FACILITY TYPE:</b> Halfway House <b>FACILITY SECURE LEVEL:</b> Medium ***** <b>FACILITY CAPACITY :</b> 24	1	LOT	\$4,900.00	\$4,900.00
4	<b>PREA AUDIT SERVICES for:</b> <b>Ayres House</b> 17259 Nacogdoches Rd. San Antonio, TX 78266 ***** <b>FACILITY TYPE:</b> Halfway House <b>FACILITY SECURE LEVEL:</b> Medium ***** <b>FACILITY CAPACITY :</b> 24	1	LOT	\$4,900.00	\$4,900.00
5	<b>PREA AUDIT SERVICES for:</b> <b>Schaeffer House</b> 12451 Garment Road El Paso, TX 79938 ***** <b>FACILITY TYPE:</b> Halfway House <b>FACILITY SECURE LEVEL:</b> Medium ***** <b>FACILITY CAPACITY :</b> 24	1	LOT	\$4,900.00	\$4,900.00

**EXHIBIT B - PRICING SCHEDULE**  
**SOLICITATION No. RFP 644-24-092024**

ITEM	DESCRIPTION OF SERVICE	QUANTITY	UNIT	UNIT PRICE	Total Cost
6	<b>PREA AUDIT SERVICES for:</b> <b>Giddings State Juvenile Correctional Facility</b> 2261 James Turman Rd. P.O. Box 600 Giddings, TX 78942 ***** <b>FACILITY TYPE:</b> Secure Institution <b>FACILITY SECURE LEVEL:</b> High ***** <b>FACILITY CAPACITY:</b> 345	1	LOT	\$4,900.00	\$4,900.00
7	<b>PREA AUDIT SERVICES for:</b> <b>Gainesville State Juvenile Correctional Facility</b> 1379 FM 678 Gainesville, TX 76240 ***** <b>FACILITY TYPE:</b> Secure Institution <b>FACILITY SECURE LEVEL:</b> High ***** <b>FACILITY CAPACITY:</b> 376	1	LOT	\$4,900.00	\$4,900.00
8	<b>PREA AUDIT SERVICES for:</b> <b>Mart State Juvenile Correctional Facility</b> 116 Burleson Road Mart, TX 76664 ***** <b>FACILITY TYPE:</b> Secure Institution <b>FACILITY SECURE LEVEL:</b> High ***** <b>FACILITY CAPACITY:</b> 320	1	LOT	\$4,900.00	\$4,900.00
9	*Additional Required Services – Vendor identified services that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.	1	LOT	\$0.00	\$0.00
<b>TOTAL FOR ALL LINES ON SCHEDULE</b>					\$ 39,200.00

**FAILURE TO RETURN THIS PRICE FORM IN EXCEL WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.**

## **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 (TJJD) 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/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 TJJD 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 TJJD. 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.

## **11. INTENTIONALLY LEFT BLANK**

## **12. Confidentiality**

- a. Vendor agrees that all of its employees, Service Providers, subs, or associates will comply with all state and federal law and with TJJJ policies regarding maintaining the 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, Service Providers, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.

- d. Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Vendor without the written consent of TJJD, 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. TJJD 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 TJJD 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 TJJD; 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.

### **16. INTENTIONALLY LEFT BLANK**

### **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 TJJD with verification of the completion of the requisite training.

## **18. Damage to Government Property**

Vendor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Vendor shall notify TJJJ in writing of any such damage within one (1) calendar day. Vendor is responsible for the removal of all debris resulting from work performed under the Contract.

## **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.

## **23. Disclosure of Prior State Employment**

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by TJJJ or another agency at any time during the two (2) years preceding the submission of the Response or, in the alternative, Vendor has disclosed in its Response the following: (i) the nature of the previous employment with TJJJ or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

## **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.

## **26. INTENTIONALLY LEFT BLANK**

## **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 TJJJ, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJJ, 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) TJJJ 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 TJJJ under the Contract, Vendor shall be responsible for all costs incurred by TJJJ to obtain substitute services to replace the terminated Contract.

### **29. Energy Company Boycotts Service Provider**

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 TJJJ. 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 TJJJ, either in whole or in part, subject to the availability of state funds. TJJJ is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJJ becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJJ'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, TJJJ will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJJ will not be required to give prior notice.
- b. TJJJ 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 TJJJ, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJJ, or (3) a person who employs a current or former executive head of TJJJ.

### **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 TJJJ, provide information for each person providing services under this Contract with access to TJJJ 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 TJJJ'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 TJJJ's Director of Human Resources.
2. Within 24 hours of becoming aware of the information, notify TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJJ 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 TJJJ's Director of Human Resources.

#### **B. TJJJ Approval**

TJJJ will approve or deny any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer in accordance with TJJJ policies and procedures. TJJJ'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 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. Indemnification**

**VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TJJD'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY VENDOR OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND TJJD AGREE TO**

**FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE TJJJ AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TJJJ DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF A VENDOR OR IF TJJJ IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJJ WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF TJJJ'S COUNSEL.**

#### **50. Independent Service Provider - 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 TJJJ 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), TJJJ 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 TJJJ 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 TJJJ.

#### **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 TJJJ'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 TJJJ's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJJ 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 TJJJ 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 TJJJ 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 TJJJ 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 TJJJ 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 TJJJ, 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). TJJJ 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 TJJJ 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 TJJD 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 TJJD 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, TJJD, 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 TJJD 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 TJJD or the State of Texas of any immunities from suit or from liability that TJJD 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.

**79. INTENTIONALLY LEFT BLANK**

**80. INTENTIONALLY LEFT BLANK**

**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.

**82. Terms and Conditions Attached to Response**

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

**83. Texas Bidder Affirmation**

Vendor certifies that if a Texas address is shown as the address of the Vendor on the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

**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.

**85. INTENTIONALLY LEFT BLANK**

## Pre-Audit

### Post Notice of Upcoming Audit

*(post notice at facility with auditor's contact info 6 weeks prior to the audit for confidential communication)*

### Communicate with Community-Based or Victim Advocates

### Agency/Facility Questionnaire

*Completed by PREA Coordinator/PREA Compliance Manager with input from agency head, superintendent, etc., as necessary.*

### Instructions for completing

### Agency/facility information (name, address, contact info, etc.)

### Information requested by standard:

- Provide questions from audit tool and data
- Upload policies/procedures and open-text of pages/sections indicating location of specific policy information required by standard; and
- Upload documentation requested.

### Initial Auditor Review and Discussions With PREA Compliance Manager

*Auditor reviews agency/facility responses to pre-audit questionnaire and has follow-up call(s) with PREA Compliance Manager to get clarification and explain the audit process.*

### Auditor Review of Submitted Agency/Facility Questionnaire and Policies/Procedures

*Auditor begins Auditor Compliance Tool*

## Audit

### Facility Tour

### Instructions/guidance for conducting tour

### Additional Document Review

### Staff Interviews

### Agency head (or designee)

### PREA Coordinator

### PREA Compliance Manager

### Superintendent (or designee)

### Random sample of staff

### Specialized staff\*

### Resident Interviews\*\*

## Post-Audit

### Auditor Compliance Tool

### Response for each measure based on:

- Review of policies/procedures;
- Review of documentation;
- Review of data;
- Interviews with residents and staff; and
- Tour of facility.

### Auditor uploads additional documentation gathered onsite.

### Determination of compliance with each standard:

- Guidelines provided for auditors
- Auditors provide commentary with justification for decision

### Overall determination of compliance (guidelines provided to auditor)

### Auditor Report

*(auditor generates final report and sends it to agency no later than 30 days after completion of on-site audit)*

### Corrective Action Plan

*(180 days CA period – begins the day that the agency receives the interim report)*

### Final Report

*(final report delivered to agency within 30 days of completion of corrective action period)*

### Agency Appeal

*(agency has 90 days from receipt of final report to appeal audit findings to DOJ)*

\*Specialized Staff Interviews should include:

- The agency contract administrator;
- Intermediate- or higher-level facility staff;
- Medical and mental health care staff;
- Non-medical staff involved in cross-gender viewing or searches;
- Administrative (human resources) staff;
- SANE/SAFE staff;
- Volunteers and contractors who have contact with residents;
- Investigative staff;
- Staff who perform screening for risk of victimization and abusiveness;
- Staff who supervise residents in segregated housing;
- The incident review team;
- The designated staff member charged with monitoring retaliation;
- Security staff and non-security staff first responders; and
- Intake staff.

\*\* Resident Interviews should include:

- A random sample of residents;
- Disabled and limited English proficient residents;
- Transgender and intersex residents;
- Gay, lesbian, and bisexual residents;
- Residents at risk of sexual victimization in segregated housing;
- Residents who reported sexual abuse; and
- Residents who have disclosed sexual victimization.

TJJD PREA AUDIT CYCLE 4 – YEAR 3										
CYCLE DATE: August 20, 2024 - AUGUST 19, 2025										
Facility	Facility Location	Facility Type	Facility Security Level	Designated Facility Capacity	Budgeted Capacity	Fiscal Year-to-Date as of 12/31/23 ADP	Number of Buildings	Number of Single Cell Housing Units/Bedrooms	Number of Multiple Occupancy Cell Housing Units/Bedrooms	Number of Open Bay/Dorm Housing Units
Gainesville State Juvenile Correctional Facility	1379 FM 678 Gainesville, TX 76240	Secure Institution	High	376	<b>288</b>	144	40	11 units	0	0
Mart State Juvenile Correctional Facility	116 Burlison Road Mart, TX 76664	Secure Institution	High	320	<b>182</b>	173	16	36 units	0	0

TJJD PREA AUDIT CYCLE 5 – YEAR 1										
CYCLE DATE: August 20, 2025 - AUGUST 19, 2026										
Facility	Facility Location	Facility Type	Facility Security Level	Designated Facility Capacity	Budgeted Capacity	Fiscal Year-to-Date as of 12/31/23 ADP	Number of Buildings	Number of Single Cell Housing Units/Bedrooms	Number of Multiple Occupancy Cell Housing Units/Bedrooms	Number of Open Bay/Dorm Housing Units
Ron Jackson State Juvenile Correctional Facility	611 FM 3254 Brownwood, TX 76801	Secure Institution	High	268	108	85	17	9 units	0	0
Edna Tamayo House	1438 N. 77th Sunshine Strip Harlingen, TX 78550	Halfway House	Medium	24	16	13	1	0	6	0

**EXHIBIT D – FACILITY INFORMATION**

**TJJJ PREA AUDIT CYCLE 5 – YEAR 2**

**CYCLE DATE: August 20, 2026 - AUGUST 19, 2027**

Facility	Facility Location	Facility Type	Facility Security Level	Designated Facility Capacity	Budgeted Capacity	Fiscal Year-to-Date as of 12/31/23 ADP	Number of Buildings	Number of Single Cell Housing Units/Bedrooms	Number of Multiple Occupancy Cell Housing Units/Bedrooms	Number of Open Bay/Dorm Housing Units
Ayres House	259 Nacogdoches Rd., San Antonio, TX 78266	Halfway House	Medium	24	24	14	1	0	6	0
Evins State Juvenile Correctional Facility	3801 E. Monte Cristo Rd Edinburg, TX 78541	Secure Institution	High	204	163	161	15	13 units	0	0
Giddings State Juvenile Correctional Facility	2261 James Turman Rd. Giddings, TX 78942	Secure Institution	High	345	120	111	29	24 units	0	2
Schaeffer House	12451 Garment Road El Paso, TX 79938	Halfway House	Medium	24	24	15	1	0	6	0

## Exhibit - E

### Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJJ's Contract Service Providers

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJJ institutions, community-based corrections, and contract facilities. TJJJ volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero-tolerance standard** for sexual violence in corrections in the United States and increases the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

#### TJJJ Policies

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJJ's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJJ jurisdiction. This rule describes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJJ youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.
- **PRS.02.09. Staff/Youth Relationship** states that the nature of the relationship of TJJJ staff, service providers, or volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees and volunteers found to have engaged in any prohibited behavior when interacting with TJJJ youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJJ youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJJ recognizes that each youth in the TJJJ system has certain basic rights, including the right to protection from physical and psychological harm.
- **GAP 07.03. Incident Reporting** states that critical incidents must be reported immediately to the Office of Inspector General Incident Reporting Center (IRC) and a written report must be provided to the Chief Local Administrator. Critical incidents include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, and other incidents.
- **GAP 380.9333. Alleged Abuse, Neglect, and Exploitation** provides for the investigation of allegations of abuse, neglect, or exploitation in programs and

**Exhibit - E**

facilities under TJJD jurisdiction. This rule provides standards for investigations and for the compilation of investigation information.

**You must report all suspected incidents of abuse, neglect, and exploitation immediately.** There are no consequences for reporting alleged misconduct. TJJD cannot retaliate against a staff, volunteer, or contractor for reporting alleged abuse, neglect, or exploitation of a youth. You are required by law to report.

**Report allegations of misconduct to the Incident Reporting Center by emailing [TJJD.IRC@tjjd.texas.gov](mailto:TJJD.IRC@tjjd.texas.gov) or by calling a 24-hour-a-day toll free hotline 1-866-477-8354.**

**Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Service Providers**

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJD), and to be in compliance with the Prison Rape Elimination Act (PREA) standards, I certify and acknowledge that I have read and understand the contents of this document provided to me regarding the purpose of PREA, TJJD's Zero Tolerance policy, and my reporting responsibilities regarding suspected and or known incidents of sexual abuse, sexual assault and sexual harassment. **I further certify that I understand and have completed the online TJJD PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJD PREA Training:

<https://www.classmarker.com/online-test/start/?quiz=f7m5b75d6be12d87>

**Contract Service Provider:**

	Karen d Murray	2/9/2025
Signature	Printed Name	Date

	<p><b>DATA USE AGREEMENT</b></p>	<p>TEXAS JUVENILE JUSTICE DEPARTMENT</p>
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**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.

Karen d Murray

[Redacted Signature]

2/9/2025

Printed Name

Signature

Date

Distribution: Original – Employee Personnel File  
Copy - Employee