

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CONTRACT FOR LIMITED PAROLE SUPERVISION AND SERVICES
CONTRACT # CON0001581**

This contract effective **March 01, 2024** by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and the **Provider Maverick County Juvenile Probation Department, ADDRESS [REDACTED]** hereinafter **Service Provider**, is for the provision of limited parole supervision and services to TJJD youth in the following counties: **Maverick, Dimmit, Zavala**. This contract, **Number CON0001581**, will expire on **February 28, 2026**.

This contract is entered into pursuant to the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, and specifically under Texas Human Resources Code Section 245.002, for the mutual considerations described in this contract.

I. CONTRACT TERM

This contract is effective **March 01, 2024**, and shall remain in effect through **February 28, 2026**. **with two (2) additional one (1) year renewal options period**. 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.

II. SERVICE PROVIDER

For and in consideration of the payment of fees for parole supervision and services, the Service Provider will:

A. Comply with applicable parole officer duties referenced in TJJD General Administrative Policies (GAP)/applicable Case Management Standards (CMS) and any amendments made to those policies during the term of this contract. A list of applicable GAP policies and CMS are attached as **Exhibit A and Exhibit B**. This list is not all inclusive and may be subject to revision at the discretion of the TJJD.

B. Service provider agrees to provide one and/or several of the following services and support:

1. Courtesy Supervision (community, school or etc.), courtesy supervision is supervision of a youth by a local Probation Department Juvenile Probation Officer (JPO) when the youth’s primary Texas Juvenile Justice Department Parole Officer experiences geographic challenges associated with supervision efforts. Courtesy supervision is facilitated anywhere in the community such as a school, library, work location, or home. Collateral contacts can be conducted virtually or in-person as indicated in chart below. The youth’s current TJJD surveillance level will determine the frequency and type of courtesy visit. When providing courtesy supervision, the contracted provider is responsible for entering case management chronological entrees.

For youth on:

- i. Intensive: The Service Provider providing courtesy supervision must meet with the youth face to face once per week / and conduct one collateral contact per week with a family-member, aftercare treatment provider, teacher or other provided services.
- ii. Moderate: The Service Provider providing courtesy supervision must meet with the youth face to face twice a month / and conduct two collateral contacts per month with a family-member, aftercare treatment provider, teacher or other provided services.
- iii. Minimum: The Service Provider providing courtesy supervision must meet with the youth face to face once per month / and conduct one collateral contact per month with a family-member, aftercare treatment provider, teacher or other provided services.

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- C. Ensure all allegations of mistreatment are reported in compliance with GAP.380.9333 Investigation of Alleged Abuse, Neglect and Exploitation. Report all serious incidents according to TJJJ GAP.07.03, specifically: (A) Notify the Incident Reporting Center (IRC) by telephone at (866) 477-8354 immediately, and (B) Notify the Chief Local Administrator by telephone immediately after calling the IRC. **The Serious Incident and Debriefing Report (Parole) form CCF350** will need to be filled out. TJJJ GAP.07.03 and CCF350 are attached as Exhibit C.
- D. Attend 4hrs of TJJJ approved training per year.
- E. Submit quarterly claims to the TJJJ District Office **San Antonio District Office**, SAInvoice@tjjd.texas.gov on a standardized invoice. Use a separate invoice for each month and include on the invoice: the name of each youth for whom payment is being requested; their TJJJ number; the start and end date; the total number of days for which payment is being requested; the rate of pay; and the total amount for each youth. Submit the invoice no later than ten (10) work days from the last day of the quarter for which payment is being requested.
- F. Afford the TJJJ access to TJJJ youth and all records and/or information on TJJJ youth at all times.
- G. Forward copies of all audits, monitoring, and code of ethics violation reports and investigative reports related to officers working with TJJJ youth on parole or those youth completed by the program's certifications authority or any other funding entity to the Manager-V of Reentry Systems and Parole Operations within five (5) work days of receipt.
- H. Allow TJJJ/designee to perform monitoring, performance evaluations, investigations, or audit. In doing so:
 - 1. Provide access for inspection and reproduction of all records related to services rendered under this contract that are necessary to facilitate monitoring, performance evaluations, investigations, or audits.
 - 2. Records include, but are not limited to, contracts, notes, real property documents, accounting/financial records, written policies and procedures, correspondence, performance evaluation data, and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under contract belonging to the

Service Provider. Evaluation of services may include, but are not limited to, office visits, interviews with youth, and the administration of questionnaires to the staff of the Service Provider and TJJJ youth.

3. Upon request by the TJJJ and during reasonable business hours, provide facilities to TJJJ/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate workspace and copier.
 - I. Maintain all financial records in accordance with generally accepted accounting principles.
 - J. Maintain and retain records for a minimum of seven (7) years after the termination of the contract period, or for seven (7) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation or a written agreement is entered into between the TJJJ and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.
 - K. Notify the Regional Parole Manager immediately if a TJJJ youth's whereabouts are unknown or the youth is arrested.
 - L. Require any of the Service Provider's employees to cooperate with and testify in judicial proceedings, legislative and administrative hearings, or investigations, at the request of the TJJJ.
 - M. Notify the Manager-V of Reentry Systems and Parole Operations in writing of all revenue sources and reimbursements from third parties for any and all costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided to a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.
 - N. Ensure a computer setup with the following: Microsoft Office for Microsoft Word documents and Microsoft Excel spreadsheets; local internet service provider (ISP); and an e-mail address.
 - O. Notify the TJJJ if the Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). The Service Provider is to secure any HIPAA consent or authorization necessary to provide or obtain TJJJ protected health information.

III. TJJJ

For an in consideration of the parole supervision and services provided to TJJJ youth by the Service Provider, the TJJJ will:

- A. Provide the Service Provider with policies and amendments from relevant TJJJ manuals used in the provision of parole supervision and services to TJJJ youth.
- B. Fairly compensate the Service Provider from current revenues available to the TJJJ at the reasonable rate which is determined by the type of service(s) stated and provided in the contract.

Type of Service	Frequency of Service(s)	Reimbursed Amount
Courtesy Supervision		
Intensive	One face to face per week / One collateral contact per week (collateral contact can be in-person or virtual, virtual contacts may not be made in consecutive weeks)	\$16.00 per week
Moderate	Two per month face to face / Two collateral contacts per month (collateral contacts can be in-person or virtual, at least one must be an individual contact, i.e., in person)	\$12.00 per week
Minimum	One face to face per month / One collateral contact per month (May not be virtual)	\$10.00 per request

- C. The TJJD will reimburse the Service Provider for the cost of DNA testing required by HB 1068, 79th Legislature, performed at the request of the TJJD, provided that prior approval is obtained from the TJJD Regional Parole Manager. The TJJD shall not pay for parole supervision or services for youth who are no longer under the jurisdiction of the TJJD or no longer residing in the Service Provider's service area. Billing for costs or services not provided to a youth is prohibited and any costs paid shall be recouped or administrative error sanctions shall be imposed.
- D. Pay for services provided for youth on parole status.
- E. 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 the Service Provider under this contract will be applied toward elimination of the 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.
- F. Complete monitoring of the Service Provider's program according to the schedule developed by Director of Monitoring and Inspections.
- G. Pay for supplemental services necessary for Community Reentry Plan (CRP) in accordance with TJJD protocol for treatment.
- H. Issue a directive to apprehend an escapee once notified by the Service Provider.
- I. Promptly notify the Service Provider of any changes in a youth's parole status that would affect the payment of fees for parole services listed in B.
- J. Provide and or approve 4 hours annual training.
- K. Provide access to TJJD applications and information resources via the web as needed.

IV. NOTICES

Required written notices shall be addressed to the Texas Juvenile Justice Department, Business Operations Department, Contracts, at mailing address: P.O. Box 12757, Austin, Texas 78711-2757, or physical address: 1711 Sam Jacinto, STE 120, Austin, Texas 78701, and the TJJD District Office/HWH/Institution at **85 NE Loop 410, Suite 105, San Antonio, Texas 78216** and to the Service Provider at **P. O. Box 6448 Eagle Pass, Texas 78852**

TJJD Contract Manager

Marqus Butler
P. O. Box 12757, Austin, TX. 78711-2757
Phone: 512-590-7768
Email: margus.butler@tjtd.texas.gov

Service Provider Contact

Pablo L III Aguillon, Chief Juvenile Probation Officer

[Redacted]
Phone: 830-773-6383
Email: pabloaguillon@yahoo.com and paguillonchief@co.maverick.tx.us

Attachments/Exhibits

Attachments/Exhibits to this contract are as follows:

The **TJJD Terms and Conditions, Attachment 1**, are attached hereto as **Attachment 1** and hereby incorporated by reference.

The **General Administrative Policies, Exhibit A**, is attached hereto as **Exhibit A** and hereby incorporated by reference.

The **Case Management Standards, Exhibit B**, is attached hereto as **Exhibit B** and hereby incorporated by reference.

The **TJJD GAP.07.03 Incident Reporting and Serious Incident and Debriefing Report (Parole) and form CCF350**, is attached hereto as **Exhibit C** and hereby incorporated by reference.

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

For the Texas Juvenile Justice Department:

[Redacted Signature]

Shandra Carter, Executive Director

4/3/24

Date

For the Service Provider:

[Redacted Signature]

Pablo Aguillon III 4-2-24

Signature

Printed Name

Date

Attachment 1

TERMS AND CONDITIONS

1. Americans with Disabilities Act and Equal Employment Opportunity

Service Provider 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 Contract, neither I nor any representative of the Service Provider have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the Service Provider have violated any federal antitrust law; and (3) neither I nor any representative of the Service Provider have directly or indirectly communicated any of the contents of this Contract to a competitor of the Service Provider or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Service Provider.

3. Assignment

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

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5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider 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, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 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), Texas Family Code.

8. Intentionally Left Blank

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

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

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

Service Provider 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. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJJ policies may result in termination of this contract.

11. Intentionally Left Blank**12. Confidentiality and Security**

Section 1: Service Provider agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJJ policies regarding maintaining the confidentiality of TJJJ youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

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

Section 3: Service Provider's employees, contractors, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TJJJ youth may not be disclosed by Service Provider without the written consent of TJJJ, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

This 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 this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJJ contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

14. Intentionally Left Blank**15. COVID-19 Vaccine Passport Prohibition**

Service Provider 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 Service Provider's business. Service Provider acknowledges that such a vaccine or recovery requirement would make Service Provider ineligible for a state-funded contract.

16. Intentionally Left Blank**17. Cybersecurity Training**

Service Provider represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

18. Damage to Government Property

Service Provider shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Service Provider and its employees, agents, subcontractors, and suppliers,

including any delivery or cartage company, in connection with any performance pursuant to the contract. Service Provider shall notify the TJJD in writing of any such damage within one (1) calendar day. Service Provider 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, Service Provider certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Service Provider's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider 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

Service Provider 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.

22. Disaster Recovery Plan

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

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24. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time 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) Service provider 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, Service provider must notify TJJD 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 Service provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service provider's proprietary information is embedded within TJJD data. Service provider should also provide TJJD with their proprietary data in the same format and structure as used in Service provider's system before Contract Termination. If Service provider is unwilling to provide data in the same format and structure, then Service provider must work with TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD shall continue to allow Service provider access to its shared servers so Service provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service provider 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 provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

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27. Drug-Free Workplace

Service Provider 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

Service Provider certifies that for contracts for services, Service Provider 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 Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider 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 Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

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30. Entities that Boycott Israel

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

31. Equal Employment Opportunity

Service Provider 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

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds.

33. Excluded Parties

Service Provider 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, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of the TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Service Provider 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. Service Provider 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, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

38. Fingerprinting and Background Check**A. Unless Service Provider is addressed in Section B below, Service Provider shall:**

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider 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 Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

B. Service Provider Licensed by the Texas Department of Family and Protective Services

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:

- a. Service Provider must provide sufficient information to allow TJJJ to verify DFPS clearance; and
- b. Service Provider must notify TJJJ's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

C. TJJJ Approval

TJJJ will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker 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.

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41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJJ 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. Service Provider certifies that it is not ineligible to receive the contract.

42. Former Agency Employees

Service Provider 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 TJJJ during the twelve (12) month period immediately prior to the date of execution of the contract.

43. Franchise Taxes

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

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

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJJ 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 TJJJ, this contract may be terminated at the option of TJJJ 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 TJJJ.

45. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

46. Indemnification (General)

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, 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 SERVICE PROVIDER 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 SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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49. Independent Contractor - Relationship of the Parties

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJJ. Service Provider and Service Provider's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Service Provider nor TJJJ is an agent of the other and neither may make any commitments on the other party's behalf. Should Service Provider subcontract any of the services required in the contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJJ is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Service Provider agrees and acknowledges that during the existence of the contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of the contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJJ shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJJ or other state employee. Service Provider 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. Further, Service Provider shall indemnify and hold harmless TJJJ, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

50. Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

Section 2: Service Provider shall provide the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

51. Legal and Regulatory Action

Service Provider represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Service Provider 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 Service Provider'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 Service Provider is unable to make the preceding representation and warranty, then Service Provider instead represents and warrants that it 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 Service Provider'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, Service Provider 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

Service Provider 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. Service Provider may not incur any debt, obligation, expense or liability of any kind on behalf of TJJJ or the State of Texas.

53. Lobbying Prohibition

Service Provider represents and warrants that TJJJ's payments to Service Provider and Service Provider'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

Service Provider shall not use TJJJ's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJJ's prior written approval. TJJJ does not endorse any vendor, commodity, or service. Service Provider 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 TJJJ's prior written consent, and then only in accordance with explicit written instructions from TJJJ.

55. No Conflicts of Interest

Service Provider 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. Service Provider has disclosed in writing to TJJJ all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJJ.

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

TJJJ 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

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

60. Notice of Changes

Section 1: Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider'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.

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

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble, 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.

61. Permits, Certifications, and Licenses

Service Provider 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.

62. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Service Provider 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.

63. 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.

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65. Public Information Act

Information, documentation, and other material in connection with this 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, Service Provider 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.

66. Problem Solving in the Ordinary Course of Business

Section 1: The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

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

Section 3: Formal Resolution:

1. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
2. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
3. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

Section 4: Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

67. Intentionally Left Blank

68. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Service Provider 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.

69. Restriction on Possession of Weapons

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider 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. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

70. Sanctions

Section 1: 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:

1. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
2. Recouping payment made to Service Provider; and/or
3. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
4. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

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

71. 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.

72. Signature Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns.

73. Sovereign Immunity

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

74. Specifications

Service Provider shall provide services in accordance with the specifications contained in this 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 Service Provider.

75. Intentionally Left Blank**76. 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 Service Provider 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, Service Provider 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. Service Provider 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.

Service Provider 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. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider 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. Service Provider 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. Service Provider'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 Service Provider's

sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider'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 Service Provider. 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.

77. Subcontractors

Service Provider may not subcontract any or all of the work and/or obligations due under this contract without prior written approval of the TJJD. Subcontracts, if any, entered into by the Service Provider shall be in writing and be subject to the requirements of this contract. Should Service Provider subcontract any of the services required in this contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

78. Survival

Expiration or termination of the contract for any reason does not release Service Provider 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.

79. Suspension and Debarment

Service Provider 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.

80. 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. Service Provider 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 Service Provider or its employees. TJJD shall not be liable for any taxes resulting from the contract.

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83. Termination

Section 1: Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

Section 2: 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, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

Section 3: TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Section 4: Cause/Default/Breach: If Service Provider 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 Service Provider, 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 Service Provider in writing prior to the exercise of such remedy. Service Provider 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.

84. Unfair Business Practices

Service Provider 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 Service Provider has not been found to be liable for such practices in such proceedings. Service Provider 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. Use of Contract by Local and State Agencies

This contract shall be available for use by all local governments and state agencies also known as "Customer," **provided** there are no conflicts with any applicable statutes, rules, policies, or procedures.

This contract was competitively solicited, negotiated and awarded or directly awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local governments may use the prices shown in this contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service Provider. The state agency's or local government's contract shall reference the TJJD's contract number and be sent directly to the Service Provider.

The terms and conditions set forth herein shall govern all transactions by Customers under this contract. Customers shall not have the authority to modify the terms of this contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Service Provider shall furnish a copy of such better offerings to the TJJD. Any savings or rate reductions offered to the other local governments and state agencies as a result of those local governments and state agencies using this contract will be offered to the TJJD. The TJJD shall have the right to modify the original contract to reflect those cost savings and rate reductions. No additional term or condition of a contract issued by a Customer can modify a term or condition of this contract, unless approval is obtained from the TJJD. In the event of a conflict between a Customer's purchase order and this contract, this contract shall prevail.

The Service Provider shall provide services as per the requirements, terms, and conditions of the established contract. The Customer may not deviate from the material requirements of this contract, as Service Provider is not obligated to perform other than as stated within this contract, unless a change is approved by the TJJD. The Customer shall use this contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request services directly from Service Provider. The Customer shall receive and reconcile invoices and client participation reports independent from the TJJD. The Customer shall work directly with the Service Provider in resolving all issues, including litigation, as they relate to services performed under their contract with Service Provider. The Customer shall be billed directly by the Service Provider and make monthly payments from local funds as per the rates in this contract. The TJJD shall have no obligation to pay Service Provider for monies the Customer may owe Service Provider."

The Customer agrees to indemnify and hold the TJJD harmless from any and all of the following whether the same be actual or alleged: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability, and expense (including attorneys' fees) howsoever arising or incurred as a result of this contract, including, but not limited to, damages or injuries or death to persons, or injury to or destruction of property.

GAP.07.03	Incident Reporting (9/1/23)
GAP.07.23	Use of Force Implementation and Review Requirements (2/15/16)
GAP.07.51	Reporting Procedures--Death of a Youth (10/1/16)
GAP.380.8501	Definitions (05/19/23)
GAP.380.8521	Facility Assignment System (05/19/23)
GAP.380.8533	Temporary Admission Awaiting Permanent Placement (4/1/14)
GAP.380.8535	Undocumented Foreign Nationals (4/1/14)
GAP.380.8539	Home Placement (4/1/14)
GAP.380.8555	Program Completion for Non-Sentenced Offenders (05/01/22)
GAP.380.8559	Program Completion for Sentenced Offenders (05/01/22)
GAP.380.8565	Discharge of Sentenced Offenders upon Transfer to TDCJ or Expiration of Sentence (05/01/22)
GAP.380.8581	Supervision Levels in Parole Home Placement (4/1/18)
GAP.380.8583	Financial Support for Reentry (4/1/18)
GAP.380.8595	Parole Completion and Discharge (5/1/18)
GAP.380.8701	Case Planning (12/1/14)
GAP.380.8705	Family Involvement (12/1/14)
GAP.380.9141	Education Administration (9/1/19)
GAP.380.9190	Suicide Prevention for Parole (4/15/15)
GAP.380.9197	HIV/AIDS (12/1/16)
GAP.380.9301	Basic Youth Rights (10/1/15)
GAP.380.9331	Youth Grievance System (1/1/15)
GAP.380.9333	Investigation of Alleged Abuse, Neglect, and Exploitation (7/15/14)
GAP.380.9504	Rules and Consequences for Youth on Parole (10/18/22)
GAP.380.9550	Definitions - Due Process Hearings (10/1/15)
GAP.380.9551	Level I Hearing Procedure (5/19/23)
GAP.380.9553	Level I Hearing by Telephone (10/1/15)

GAP.380.9555	Level II Hearing Procedure (5/19/23)
GAP.380.9557	Level III Hearing Procedure (5/19/23)
GAP.380.9559	Detention for Youth with Pending Charges (10/1/15)
GAP.380.9561	Detention for Youth with Pending Level I or II Hearing (7/15/13)
GAP.380.9571	Procedure for Mental-Health-Status Review Hearing (10/1/15)
GAP.380.9723	Use of Force (2/15/16)
GAP.380.9729	Directives to Apprehend (5/19/23)
GAP.380.9909	Access to Youth Information and Records (3/1/19)
GAP.385.1105	Contract Monitoring (7/15/14)
GAP.385.8135	Rights of Victims (05/01/22)
GAP.385.8136	Notices to Public and Private Schools (10/1/16)
GAP.385.8137	Media Access (10/1/16)
GAP.385.8141	Confidentiality (10/1/16)
GAP.385.9951	Death of a Youth (10/1/16)

- 02.37 Community Re-Entry Plan -- Transition (9/1/15)
- 02.38 Conditional Placements (2/15/16)
- 02.40 Administrative Transfers (2/15/18)
- 02.47 Transition Prior to Minimum Length of Stay (5/1/13)
- 02.49 Request for Reduction in Minimum Length of Stay (11/1/16)
- 02.50 Program Completion Release of Youth with Low- or Moderate-Severity Offenses (12/1/14)
- 02.51 Release, Transition, or Extension of Youth with High-Severity Offenses (12/1/14)
- 02.56 Program Completion Release of Sentenced Offenders to TJJJ Parole (5/1/13)
- 02.57 Sentenced Offenders to TDCJ-PD (7/1/11)
- 02.58 Sentenced Offenders to TDCJ-ID (7/1/11)
- 02.63 10-Day Notice (CCF-186) (3/1/16)
- 02.69 Specialized Aftercare Referral and Enrollment (12/1/17)
- 02.71 Juvenile Medicaid Tracker System (3/15/13)
- 02.75 Undocumented Foreign Nationals to Parole (4/1/14)
- 02.77 Youth with Non-Immigration Detainers (4/1/18)
- 02.79 Mental Illness/Intellectual Developmental Disability Discharge (7/15/16)
- 02.95 Referrals for Family Reunification (4/1/14)
- 03.22 Trauma Counseling (8/1/13)
- 03.31 Voluntary Tattoo Removal Services (1/1/16)
- 03.83 Financial Support for Reentry (4/1/18)
- 04.05 Standard Documentation Practice (11/15/15)
- 04.09 Chronological Entries (2/1/20)
- 04.11 Youth Portfolio (7/1/12)
- 04.21 Confidentiality (9/15/09)
- 04.29 Case Information Update (9/15/09)
- 04.51 Documentation for Transition, Release, or Extension of Youth with High Severity Offenses (5/1/13)
- 05.55 Family Reintegration with the Victim/Potential Victim in the Home for Youth with Sexual

- Behavior Problems (3/1/18)**
- 06.45 Referral to TCOOMMI (12/1/17)**
- 06.71 Suicide Alert Procedures for High-Restriction Facilities (3/1/18)**
- 06.73 Suicide Alert Procedures for Medium-Restriction Facilities (11/15/15)**
- 07.03 Chemical Dependency Program (1/20/04)**
- 08.67 Family Involvement (11/1/17)**
- 09.25 Community Re-Entry Plan for Transition [CRP-T] (7/1/16)**
- 10.01 Other States Supervising TJJD Youth (8/1/15)**
- 10.03 TJJD Parole Supervising Out-of-State Youth (1/1/15)**
- 10.05 Absconders and Escapees Found in Another State (10/15/16)**
- 10.07 Airport Supervision for TJJD Youth Traveling to Approved Out-of-State Placements (1/1/15)**
- 12.01 Parent/Family Orientation (6/15/14)**
- 12.02 Notice to School Officials (8/15/18)**
- 12.03 Youth and Family Notification of Parole Officer Assignment (8/1/15)**
- 12.05 Procedures for Home Placement Assessments (7/15/17)**
- 12.07 Parole Intake and Orientation (10/15/23)**
- 12.08 Parole Review for Case Transfers (4/1/10)**
- 12.09 PACT and Parole Case Plan (2/1/20)**
- 12.10 Re-Entry Coordination with the Case Manager (6/15/14)**
- 12.11 Conditions of Parole (4/1/10)**
- 12.12 Community Service Tracking - 560p (11/15/14)**
- 12.13 Parole Contacts and Supervision Levels (2/1/20)**
- 12.19 Electronic Monitoring (5/1/20)**
- 12.20 Routine Incident Reporting for Youth on Parole (5/15/15)**
- 12.21 Discharge (8/15/18)**
- 12.25 Jail Directive (4/1/10)**
- 12.30 Case Planning Review (†) (10/15/22)**
- 12.31 OC Spray for Parole Officers (8/22/23)**

- 12.35 Directives to Apprehend Youth on Parole (12/1/15)**
- 12.37 EPICS Training and Coaching**
- 12.41 Sentenced Offenders from Parole to TDCJ-PD (6/15/14)**
- 12.61 Suicide Prevention Procedures for Youth on Parole (4/15/15)**
- 12.73 Initial Home-Placement Assessment (8/1/15)**
- 12.75 Follow-Up Home-Placement Assessment and Safety/Family Reintegration Planning (8/1/15)**
- 12.77 Parole Contacts (8/1/15)**

**Texas Juvenile Justice Department
General Administrative Policy Manual**

GAP.07.03

Chapter: Internal Reporting	Effective Date: 9/1/23
Title: Incident Reporting	
References: 28 CFR §115.361	
	Page: 1 of 7
	Replaces: GAP.07.03, 2/1/19

(a) **Policy.**

Incidents must be properly documented and reported. Critical incidents, serious incidents, and the suspected mistreatment of youth must be reported immediately to the Office of Inspector General – Incident Reporting Center (IRC).

(b) **Applicability.**

This policy applies to all TJJD staff.

(c) **Definitions.**

- (1) **Abuse, Neglect, or Exploitation** – see definition in [GAP.380.9333](#).
- (2) **Critical Incident** – includes any of the following:

INCIDENT TYPE	Residential Facility (TJJD-operated or contracted)	Parole (TJJD-operated or contracted)
Riot	X	X
Employee work stoppage	X	X
Hostage situation	X	X
Man-made or natural disaster (e.g., weather emergency, loss of power exceeding eight hours, environmental accident, serious illness affecting operations and involving large numbers of youth or staff)	X	X
Escape or unauthorized absence from a residential facility	X	
Escape during secure transport	X	X
Death of a youth or on-duty staff member	X	X
Alleged sexual abuse of youth, as defined in GAP.380.9337	X	X
Alleged sexual misconduct by a youth that involves: <ul style="list-style-type: none"> • contact, including penetration, as defined in GAP.380.9503; or • touching or fondling, as defined in GAP.380.9503 	X	
Sexual harassment of youth by other youth, as defined in GAP.380.9337	X	
Sexual harassment of youth by staff, contractor, or volunteer, as defined in GAP.380.9337	X	X
Life-threatening suicide attempt, life-threatening self-harm incident, or life-threatening injury	X	X
Hospital admission of a youth for any reason	X	
Off-site emergency medical treatment of youth for any reason	X	

Incident Reporting	GAP.07.03 Page 2 of 7
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INCIDENT TYPE	Residential Facility (TJJD-operated or contracted)	Parole (TJJD-operated or contracted)
Any of the following injuries to a youth that are not clearly accidental: <ul style="list-style-type: none"> • eye injury • broken bone • loss of consciousness • loss of tooth or portions of tooth • cut requiring tissue adhesive or stitches • internal injury • eardrum injury • serious wound involving loss of skin or hair • joint injury • extensive welts and bruises • concussion diagnosed by a medical provider 	X	
Emergency administration of psychotropic medication	X	
Use of oleoresin capsicum (OC) spray	X	
Discovery of a weapon or an item adapted for use as a weapon or ammunition in a residential facility	X	
Assault by more than one youth on another youth or a staff member	X	
Use of deadly force by Office of Inspector General staff	X	X
Non-medical emergency situation that calls for immediate, coordinated action involving resources outside the facility	X	

(3) **Serious Incident** – includes any of the following:

INCIDENT TYPE	Residential Facility (TJJD-operated or contracted)	Parole (TJJD-operated or contracted)
Off-site emergency medical treatment of a staff member resulting from an assault within a facility	X	
Emergency medical treatment of a parole officer resulting from an assault while on duty		X
Call to 911 for any reason	X	
Discovery of an illegal weapon or firearm in a parole office		X
Reason to believe a parolee is in possession of any weapon, firearm, explosive device, or ammunition or has attempted to possess one of these items		X
Discovery of drugs (including prescription drugs)	X	
Any incident the chief local administrator determines is a serious offense that could result in criminal charges	X	X
A communication or activity that suggests an inappropriate adult-youth relationship involving a staff member, volunteer, or contractor	X	X
A use of force that the chief local administrator or designee believes to be in violation of TJJD policy	X	X

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- (4) **Chief Local Administrator** – as used in this policy, the chief local administrator is:
- (A) the superintendent or serious incident administrator, for TJJD-operated institutions;
 - (B) the superintendent or administrative duty officer, for TJJD-operated halfway houses;
 - (C) the case management coordinator, for contract residential facilities; or
 - (D) the regional parole manager, for TJJD-operated or contract parole offices.
- (5) **Life-Threatening** – an incident involving a youth who is unresponsive, unconscious, not breathing, experiencing severe respiratory distress (e.g., wheezing, anaphylaxis), bleeding severely (i.e., in streams or spurts), or incoherent due to a known medical condition. Life-threatening incidents also include any incident that would have likely resulted in the death of a youth except for circumstances beyond the youth's control, as determined by a health-care professional.

(d) **Procedures.**

(1) **Staff Responsibilities.**

(A) **TJJD Institutions.**

- (i) Any staff member who witnesses a critical or serious incident or who has reasonable cause to believe that a youth has been a victim of abuse, neglect, or exploitation must notify:
 - (I) the IRC by telephone immediately; and
 - (II) the campus shift administrator by radio immediately after calling the IRC.
- (ii) After receiving notification, the campus shift administrator notifies the chief local administrator by telephone.

(B) **Halfway Houses, Parole, and Contract Care.**

Any staff member who witnesses a critical or serious incident or who has reasonable cause to believe that a youth has been a victim of abuse, neglect, or exploitation must notify:

- (i) the IRC by telephone immediately; and
- (ii) the chief local administrator by telephone immediately after calling the IRC.

(2) **Chief Local Administrator's Responsibilities.**

- (A) After being notified of an abuse, neglect, or exploitation allegation or a critical or serious incident, the chief local administrator ensures:

- (i) the campus shift administrator is notified of the incident for inclusion on the [Campus Shift Administrator Report, CCF-420](#); or
- (ii) the senior juvenile correctional officer (JCO) on duty is notified of the incident for inclusion on the [Halfway House Shift Log, HWH-120](#).

Note: If no senior JCO is on duty, the chief local administrator ensures appropriate on-duty staff are notified for inclusion on the HWH-120.

- (B) As soon as possible, but no later than 24 hours after being notified by staff or the IRC of an abuse, neglect, or exploitation allegation or of a critical or serious incident, the chief local administrator or designee must email the form below to the appropriate TJJD administrators (or to the relevant distribution list, if applicable):

- (i) [Serious Incident and Debriefing Report \(Institutions\), CCF-352](#);
- (ii) [Serious Incident and Debriefing Report \(Halfway Houses\), CCF-351](#);
- (iii) [Serious Incident and Debriefing Report \(Parole\), CCF-350](#); or
- (iv) [Serious Incident and Debriefing Report \(Contract Care\), CCF-353](#).

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(3) **Central Office Actions upon Receipt of a Report.**

- (A) Upon receipt of a verbal report of alleged abuse, neglect, or exploitation or of a serious or critical incident, the IRC staff documents the report and confirms receipt by providing a tracking number to the caller when appropriate.
- (B) The IRC staff ensures all verbal, electronic, or hard-copy reports are entered into the IRC database.
- (C) The IRC staff immediately notifies appropriate TJJJ administrators by email:
 - (i) if the allegation involves a staff member engaging in sexual contact or causing serious bodily injury; or
 - (ii) if deemed necessary by the chief inspector general or designee for any other critical or serious incident.
- (D) No later than two workdays after receipt of a reported incident or allegation, the supervisor over the IRC or designee reviews the incident and refers the case for investigation and/or resolution to the appropriate TJJJ department, as indicated below. Reports involving separate issues that require resolution by different departments are separated and referred as appropriate.
 - (i) Incidents involving criminal allegations are referred to the Office of Inspector General (OIG) Criminal Investigation Division for investigation and resolution.
 - (ii) Incidents involving allegations of abuse, neglect, or exploitation are referred to the OIG ANE Investigation Division for investigation and resolution in accordance with [GAP.380.9333](#).
 - (iii) Incidents involving youth grievances are referred to the Youth Rights Department and processed in accordance with [GAP.380.9331](#).
 - (iv) Policy violations are generally assigned to the appropriate division for resolution and may also be referred for an OIG investigation.

(4) **Critical Incident Debriefing.**

- (A) Debriefings are held as soon as possible after the situation has stabilized but no later than the following time frames, except as noted in (4)(B) and (4)(C) below:

Setting	Deadline
TJJJ-operated institutions	72 hours after the chief local administrator is notified of the allegation or incident
Parole settings and TJJJ-operated halfway houses	3 business days after the chief local administrator is notified of the allegation or incident
Contract-care facilities	3 business days after the case management coordinator is notified of the incident

- (B) If OIG has advised that a debriefing would interfere with a pending or ongoing investigation, the debriefing is postponed until the earlier of the following:
 - (i) OIG determines the debriefing can proceed without adversely affecting the investigation; or
 - (ii) the first business day after seven calendar days have elapsed since the incident was reported to the IRC.

Note: If OIG advises that a debriefing held beyond seven calendar days would still adversely affect an investigation, the chief local administrator and OIG investigator work together to determine when the debriefing can proceed.

- (C) If a Prison Rape Elimination Act (PREA)-related incident has been referred by OIG to non-OIG divisional staff for administrative investigation, the debriefing is postponed until the earlier of the following:
- (i) the investigator determines the debriefing can proceed without adversely affecting the investigation; or
 - (ii) the first business day after seven calendar days have elapsed since the incident was reported to the IRC.
- (D) For critical incidents in parole settings and in TJJJ-operated facilities, the chief local administrator or designee coordinates a debriefing with appropriate staff.
- (E) For critical incidents in contract-care facilities, the TJJJ case management coordinator ensures the contract facility staff holds the debriefing.
- (F) To determine whether an incident should be classified as life-threatening, the chief local administrator or designee consults with medical personnel.
- (G) For life-threatening incidents in TJJJ institutions:
- (i) the debriefing must include the health services administrator or designee; and
 - (ii) the chief local administrator must ensure the executive director or designee is notified in advance of the date and time of the debriefing.
- (H) For life-threatening incidents in halfway houses and contract-care facilities, the chief local administrator must ensure the deputy executive director for probation, reentry, and community services or designee is notified in advance of the date and time of the debriefing.
- (I) The debriefing must include:
- (i) a review of the actions of staff and youth during the incident, including a review of video from body-worn cameras and overhead cameras, if available;
 - (ii) a review of the incident's impact on staff and youth;
 - (iii) a review of corrective actions taken and still needed; and
 - (iv) plans for improvement to avoid a similar incident.
- (J) The debriefing is documented on the:
- (i) [CCF-352](#), for institutions;
 - (ii) [CCF-351](#), for halfway houses;
 - (iii) [CCF-350](#), for parole; or
 - (iv) [CCF-353](#), for contract-care facilities.
- (K) For institutions and halfway houses, the chief local administrator or designee sends a copy of the completed debriefing form to the distribution list noted on the form.
- (L) For contract-care facilities, the director of halfway houses and contract placements or designee sends a copy of the completed debriefing report to the distribution list noted on the form.

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- (M) The safety officer (for institutions) or assigned risk management specialist (for all other locations) reviews the debriefing form and follows up as necessary on corrective actions or any identified physical plant deficiencies.
- (5) **Central Office Review Teams.**
- (A) The executive director or designee convenes a team to review the following types of incidents:
- (i) death of a youth placed in a facility operated by TJJD or under contract with TJJD;
 - (ii) death of an on-duty staff member;
 - (iii) escape from a secure facility or during transport to a secure facility;
 - (iv) suicide attempts as required by [GAP.380.9188](#) and [GAP.380.9189](#); and
 - (v) any other incident deemed appropriate by the executive director or designee.
- (B) The executive director or designee determines which staff members are included to ensure a thorough review based on the circumstances of the incident. At a minimum, the review team must include leadership from the affected division and a representative from OIG.
- (C) The committee determines whether any systemic issues contributed to the incident and recommends corrective action, as necessary, in areas such as:
- (i) employee training;
 - (ii) policies and/or operational procedures;
 - (iii) physical plant; and/or
 - (iv) program services.
- (6) **Routine Incident Reporting for TJJD-Operated Facilities.**
- (A) The [Incident Report, CCF-225](#), is used to document the following types of incidents:
- (i) certain types of critical and serious incidents, including hostage situations, death of a youth, and serious injuries;
 - (ii) major rule violations by youth;
 - (iii) minor rule violations by youth that result in referral to the regulation and safety unit;
 - (iv) parole rule violations;
 - (v) use of force, excluding physical escorts;
 - (vi) non-routine use of mechanical restraints;
 - (vii) non-routine strip searches;
 - (viii) self-referrals to the regulation and safety unit;
 - (ix) youth arrests; and
 - (x) admission to and release from the regulation and safety unit, isolation, or detention.
- (B) The staff member completing the CCF-225 must sign and date the form.
- (C) Except as described in (D) below, completed CCF-225 forms must be submitted as soon as possible and no later than the end of the current shift (or the end of the workday for non-shift workers).

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- (D) A staff member who refers a youth to the regulation and safety unit must complete a CCF-225 form and submit the form to the regulation and safety unit as soon as possible after the incident, but no later than 30 minutes after the youth's arrival. If the form cannot be submitted within 30 minutes, the regulation and safety manager or designee may extend the time limit up to 30 additional minutes. The superintendent or designee may extend the time limit up to one additional hour.
 - (E) The chief local administrator or designee reviews and signs all CCF-225 forms and ensures they are entered into the agency's case management system and appropriately filed.
- (7) **Routine Incident Reporting for Contract-Care Facilities.**
- Upon receipt of a contractor's incident report, the case management specialist enters the relevant information into the agency's case management system.

See [INS.91.91](#) for procedures on incident report writing and data entry.

No later than 24 hours after being notified of a serious/critical incident or an allegation of abuse/neglect/exploitation, the chief local administrator or designee must complete Section 1 of this form and email it to [Reports - Parole Serious Incidents](#).

SECTION 1

INCIDENT CATEGORY (select all that apply)		
<input type="checkbox"/> Critical Incident Select Type: Select Type: Select Type:	<input type="checkbox"/> Serious Incident Select Type: Select Type: Select Type:	<input type="checkbox"/> Alleged abuse, neglect, or exploitation not defined as critical or serious incident
INCIDENT DESCRIPTION		
<i>Date (mm/dd/yyyy) / Time of This Report:</i> /	<i>District Office/Location:</i>	<i>Staff Member Completing This Report:</i>
<i>Gang-Related Incident?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, note any known affiliation:	<i>Reported to IRC by Telephone?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Date/Time: /	<i>IRC Tracking #:</i>
Describe the incident, including specific location, date, and time. Explain the incident in as much detail as needed to provide a complete and accurate description of the situation.		
Was a TJJD hold/directive placed on the youth? If so, when?		
Provide a detailed description of the youth, to include basic physical, behavioral, commitment, age, and PACT risk score information.		
What was the youth's previous placement and how long has the youth been on parole? What was the youth's stage assignment at the time of release from the previous placement?		
What was the current status of the youth at the time of the incident (abscond, active, failure to report, supervision level, etc.) and was the youth in compliance with the conditions of parole?		
What programs or activities was the youth involved in within the previous 30 days (specialized aftercare, electronic monitoring, community service, employment, school, etc.)?		
What notifications have been made, including notification to parents, law enforcement, NCIC, etc.?		
<input type="checkbox"/> Yes <input type="checkbox"/> No Are there any special/additional risks or hazards to be considered, (e.g., medical conditions, psychotropics, history of suicidal behavior/suicide alert status, gang involvement)? If yes, please explain in as much detail as needed to provide a complete and accurate description of the situation.		
Any additional comments and/or follow-up at this time?		

**** For incidents other than critical incidents, complete Section 1 only and email the form. For critical incidents, complete Section 1 and email form before completing Section 2 below. ****

SECTION 2 – DEBRIEFING

For critical incidents, the chief local administrator or designee will coordinate a debriefing with appropriate staff (including contract parole staff, if applicable) as soon as possible after the situation has been stabilized and no later than three business days after being notified of the incident, unless OIG has advised that a debriefing would interfere with a pending or ongoing investigation. When completed, email to [Reports - Critical Incident Debriefing](#).

ANALYSIS	
<i>Date of Debriefing:</i> <mm/dd/yyyy>	<i>Name and title of staff members participating in debriefing:</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Were any inaccuracies in the initial report identified or any new developments or relevant information discovered? If yes, identify below. Do not change the information in Section 1.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Were policy or procedural deficiencies identified? If yes, explain where policy or procedure was lacking or not followed.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Are there any new special/additional risks or hazards to be considered (e.g., medical condition, psychotropics, history of suicidal behavior / suicide alert status, gang involvement)? If yes, describe the risk/hazard and how it affected the incident.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Were any other issues discovered that may have contributed to this incident (e.g., operational, supervision, training)? If yes, explain below.</i>

PLAN OF ACTION
<i>Explain the plan to prevent a similar future incident, to correct a policy or procedure failure, and/or to address any other issues that were identified. Please include a plan to follow up with the youth's family and involved staff on needed referrals for support.</i>
<i>Briefly highlight the actions taken in the plan and identify the persons responsible for those actions.</i>
<i>Describe how this plan of action improves upon plans of action from previous debriefings for similar incidents.</i>
<i>Identify any additional support or resources needed to promote the success of the plan of action.</i>
<i>Identify any additional support needed in executing the plan of action.</i>
<i>Describe the time frame during which these actions were/will be taken and how these actions were/will be evaluated for progress.</i>
<i>Who was/will be responsible for evaluating this plan of action's progress and effectiveness?</i>
<i>Debriefing section completed by (staff name and title):</i>