

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CONTRACT CON0001629 BETWEEN
TEXAS JUVENILE JUSTICE DEPARTMENT
AND
WORKQUEST
WITH
World Technical Services, Inc.
FOR
JANITORIAL SERVICES
FOR INFIRMARY AT
EVINS REGIONAL JUVENILE CENTER**

This contract is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **WorkQuest**, [REDACTED] hereinafter **WorkQuest**, which has assigned the performance of this contract to **World Technical Services, Inc.**, hereinafter **Performing Party**, for the provision of janitorial services, as detailed in **Exhibit A** herein, at TJJD's **INFIRMARY** located at **Evins Regional Juvenile Center, 3801 E. Monte Cristo Road, Edinburg, Texas 78541**. This contract is identified as Contract Number **CON0001629**.

This contract is entered into under the authority of Chapter 122, Title 8, of the Texas Human Resources Code, for the mutual considerations described in this contract.

**SECTION I
GENERAL ITEMS**

A. TERM

This contract shall begin **September 1, 2024**, and shall remain in effect through **August 31, 2025**. The contract may be extended up to three (3) additional one-year periods, provided that both parties agree in writing to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

B. DESIGNATION OF KEY PERSONNEL

WorkQuest's Contract Manager shall be Rosa M. Valdez, Phone: (361) 985-8899, Email Address: rvaldez@workquest.com. TJJD's Contract Manager shall be Vickie Griffin: (512) 490-7148, Email Address: Vickie.griffin@tjjd.texas.gov. Performing Party's contact is Joseph Scott, VP, (210) 333-1514, jscott@worldts.org. TJJD, WorkQuest, and the Performing Party resolve to keep the same key personnel assigned to this contract throughout its term. In the event that it becomes necessary for the WorkQuest and the Performing Party to replace any key personnel, the replacement will be an individual having equivalent experience in executing projects such as the one described herein. Additionally, WorkQuest and the Performing Party will promptly notify the TJJD Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION II
SCOPE OF WORK**

WorkQuest and the Performing Party shall ensure that Performing Party performs the janitorial services for TJJD Infirmary located at Evins Regional Juvenile Center, 3801 E. Monte Cristo Road, Edinburg, Texas 78541 with 3400 square feet, as set forth in **Exhibit A, Evins Infirmary Janitorial Log**.

A. RESPONSIBILITIES OF WORKQUEST AND THE PERFORMING PARTY OR THE PERFORMING PARTY

WorkQuest and the Performing Party or the Performing Party shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in **Exhibit A**. In the event that the need arises for WorkQuest and the Performing Party to perform services beyond those stated in the Scope of Work, WorkQuest, the Performing Party, and TJJD shall negotiate mutually agreeable terms and compensation for completing the additional services.

B. WORKQUEST AND THE PERFORMING PARTY OBLIGATIONS

WorkQuest and the Performing Party shall fully and timely provide all services described herein in strict accordance with the terms, covenants, and conditions of the contract and all applicable federal, state, and local laws, rules, and regulations.

C. Schedule:

Days: Monday through Friday, except Thanksgiving and Christmas

Start Time: 1:00 p.m. to 3:00 p.m.

Any changes to the schedule are to be authorized by TJJD Business Manager.

D. In order to accomplish the work described herein, WorkQuest and the Performing Party shall perform each of the cleaning duties below.

Cleaning duties as stated in **Exhibit A, Evins Infirmary Janitorial Log**, will be as follows:

DAILY CLEANING DUTIES

1. Empty trash;
2. sweep and mop common areas floors;
3. clean bathroom to include, toilet, sink, mirror and floor;
4. vacuum Carpet;
5. sweep and Mop Medication room;
6. clean Windows;
7. wipe down with disinfectant waiting area furniture; and
8. clean water fountain.

THREE TIMES A WEEK DUITES

Performed Monday, Wednesday, Friday of each week

1. dust window sills, file cabinets, common area.

WEEKLY DUITES

Performed on days stated

1. sweep and mop youth rooms (**Monday**);
2. sweep and mop storerooms, laundry, lab, anteroom (**Wednesday**); and
3. sweep and mop Doctor and Dentist office floors (**Friday**).

MONTHLY CLEANING DUTIES

Performed Every Third Tuesday

1. clean all vents and light fixtures;
2. buff floors;
3. clean baseboards; and
4. wipe down walls.

QUARTERLY CLEANING DUTIES

Performed First Thursday in September, November, February and May

1. oil doors; and
2. strip and wax floors.

E. Cleaning Supplies and Equipment

1. Janitor will adhere to facility procedure for accessing cleaning supplies and equipment and putting the supplies and equipment back into approved area/closet.
2. All supplies and equipment will be supplied by infirmary and stored in locked cabinet.

F. Documentation

1. Janitorial staff will fill out **Exhibit A, Evins Infirmary Janitorial Log** and initialing each task completed and signing log each day. **Exhibit A – Evins Infirmary Janitorial Log** is attached, hereto.
2. The Evins Infirmary Janitorial Log will be turned into the UTMB Juvenile Corrections Officer (JCO) staff.
3. Any issues with completing cleaning duties, supplies or equipment should be brought to attention of JCO & Facility Business Manager immediately. Issues/concern will be documented on the **Exhibit A, Evins Infirmary Janitorial Log**.
4. In the event that there is a janitorial services issues of not being performed, Workquest and the Performing Party has a week to resolve the issue. Workquest and the Performing Party will issue a 10% credit on the invoice, if issue is not resolved within a week.

G. Background Check

Workquest and the Performing Party, as directed, shall provide information regarding persons providing services under the awarded contract and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contract providers for each of the Workquest and the Performing Party's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Workquest and the Performing Party employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. **Any Workquest and the Performing Party employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from TJJD's Human Resources.**

H. PREA Compliance

Workquest and the Performing Party shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. TJJD PREA policies are attached hereto as (**Exhibit B**)

and incorporated herein for all purposes. Workquest and the Performing Party shall complete the acknowledgment form attached to **Exhibit B** and submit it to Contract Specialist Vickie Griffin at: Vickie.griffin@tjjd.texas.gov

I. TJJJ will provide the following:

1. Provide all cleaning supplies and equipment
2. Provide procedure instructions for checking in/out supplies and equipment
3. Access to cleaning supplies and equipment
4. **Exhibit A, Evins Infirmary Janitorial Log form**
5. TJJJ will be required to do criminal background checks of Workquest and the Performing Party staff that will work under the Contract. TJJJ's designated contact for criminal background checks is the Facility Human Resource Specialist Sandra Aguilar at Sandra.Aguilar@tjjd.texas.gov or (956)289-5500 ext. 5122. TJJJ has sole discretion to decide which persons working under the Contract are required to submit to a criminal background check and which persons shall be excluded from TJJJ facilities or other work under the Contract or subject to other security restrictions.

SECTION III
COMPENSATION

A. CONTRACT AMOUNT

In consideration for the services to be performed under this contract, WorkQuest and the Performing Party shall be paid:

1. Initial term: an amount not-to-exceed **one thousand five hundred ninety-one dollars and fifty-three cents (\$1,591.53)**, monthly janitorial service, and **one thousand one hundred sixty-two dollars and fifty-seven cents (\$1,162.57)** quarterly for stripping and waxing floor services for a total NTE of **twenty-three thousand seven hundred forty-eight dollars and sixty-four cents (\$23,748.64)**, annually for all fees and expenses for the initial term.
2. The not-to-exceed amount for the period of **September 1, 2025**, through **August 31, 2026** is **one thousand five hundred ninety-one dollars and fifty-three cents (\$1,591.53)**, monthly janitorial service, and **one thousand one hundred sixty-two dollars and fifty-seven cents (\$1,162.57)** quarterly for stripping and waxing floor services for a total NTE of **twenty-three thousand seven hundred forty-eight dollars and sixty-four cents (\$23,748.64)**.
3. The not-to-exceed amount for the period of **September 1, 2026**, through **August 31, 2027** is **one thousand five hundred ninety-one dollars and fifty-three cents (\$1,591.53)**, monthly janitorial service, and **one thousand one hundred sixty-two dollars and fifty-seven cents (\$1,162.57)** quarterly for stripping and waxing floor services for a total NTE of **twenty-three thousand seven hundred forty-eight dollars and sixty-four cents (\$23,748.64)**
4. The not-to-exceed amount for the period of **September 1, 2027**, through **August 31, 2028** is **one thousand six hundred thirty-nine dollars and twenty-eight cents (\$1639.28)**, monthly janitorial service, and **one thousand one hundred ninety-seven dollars and fourteen cents (\$1,197.14)** quarterly stripping and waxing floor service for a total NTE of **twenty-four thousand four hundred fifty-nine dollars and ninety-two cents (\$24,459.92)**.

B. PAYMENT FOR SERVICES

1. WorkQuest shall submit invoices to the TJJJ Accounting Department TJJJ Claims Department via email at tjjdinvoice@tjjd.texas.gov and EVNInvoice@tjjd.texas.gov. Invoices shall be submitted after the services are completed. Each invoice must contain name, address, TJJJ contract number, payee I.D., itemization of the services provided, itemized amount of services provided, the name and department of TJJJ Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this contract without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Workquest 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.
TJJJ will pay WorkQuest monthly for services rendered during the previous month, within thirty (30) days, 1% discount net 15 days from receipt of proper invoice from WorkQuest.
2. WorkQuest shall pay the Performing Party, as assignee and servicing agent of Performing Party's interest in the payment under this contract (as directed), for services received upon receipt of a proper invoice or voucher prepared by the Performing Party to WorkQuest, within thirty (30) days from receipt of same, provided that favorable inspection of work performed is documented and authorization to pay is granted. Payment for services performed shall be billed at a rate based upon the amount of work completed as noted on the invoice provided, however, that favorable inspection of work performed is documented and authorization to pay is granted by TJJJ.

In the event that there is a janitorial services issue of not being performed, Workquest and the Performing Party has a week to resolve the issue. Workquest and the Performing Party will issue a 10% credit on the invoice, if issue is not resolved within a week.

3. Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.0551 that payment owing to the WorkQuest and the Performing Party under this contract will be applied toward elimination of WorkQuest's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

C. PRICE INCREASES

Price increases are not applicable without prior approval of TJJJ or the Purchasing from People with Disabilities Advisory Committee or its successor. Price increases in subsequent renewal periods shall be in line with the current Consumer Price Index (CPI). TJJJ will negotiate a lower rate if it determines that the rate increase is higher than the CPI.

D. Point of Contact

TJJD
Name: Belma Salinas, Business Manager
Phone: (956) 289-5508
Email: belma.salinas@tjjd.texas.gov

Awarded Respondent
Company: World Technical Services, Inc., 455 E Drexel, San Antonio, 78210
Name: Joseph Scott, VP
Phone: (210) 333-1514
Email: jscott@worldts.org

Exhibit A – Evins Infirmary Janitorial Log
Exhibit B -
Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for
TJJD's Service Providers
Exhibit C – TJJD Terms and Conditions

WorkQuest and the Performing Party are both a "Service Provider" for purposes of this Section.

For WorkQuest:

	Rosa M. Valdez, Regional Marketing Manager	08/15/2024
Signature	Printed Name	Date

For World Technical Services Inc. (Performing Party):

 <small>Joseph Scott (Aug 15, 2024 20:08 CDT)</small>	Joseph A. Scott III	VP	08/15/24
Signature	Printed Name	Title	Date

For the Texas Juvenile Justice Department:

	Shandra Carter	Executive Director	8/22/2024
Signature	Printed Name	Title	Date

Exhibit A

Evins Infirmary Janitorial Log

Janitor Name _____

Date: _____

Duties	Completed – Initial
Daily Cleaning	
Empty trash	
Sweep and mop common areas floors	
Clean bathroom to include, toilet, sink, mirror and floor	
Vacuum Carpet	
Sweep and Mop Medication room	
Clean Windows	
Wipe down with disinfectant waiting area furniture	
Clean water fountain	
3x per week – Monday, Wednesday and Friday	
Dust window sills, file cabinets, common area	
Weekly Cleaning -	
Sweep and mop youth rooms - Mondays	
Sweep and mop storerooms, laundry, lab, anteroom – Wednesdays	
Sweep and mop Doctor and Dentist office floors – Fridays	
Monthly Cleaning - Third Tuesday	
Clean baseboards	
Wipe down walls	
Buff Floors	
Quarterly – First Thursday in September, November, February and May	
Oil doors	
Strip and wax floors	
Notes: Please list any supplies or equipment needed or cleaning issues	

By signing this you are certifying that all duties listed above have been completed as noted.

X

X

Janitor

UTMB Staff

Exhibit B

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for TJJJ's Service Providers

Sexual misconduct in corrections doesn't just happen out of the blue. Typically, there are red flags that we ignore or choose to keep silent about. Imagine a two-way road with road markers dividing the on-coming traffic. Have you ever been travelling down a road and found yourself driving on those bumpy road markers? What did you do? Undoubtedly, you moved back into your lane. Those road markers were the **warning signs** that you were crossing the line. What if you were the *passenger* and you noticed the driver was always driving on the road markers? Would you say anything? Why or why not?

When it comes to staff/volunteer/service providers' misconduct, it is not acceptable to remain silent about it. We need to be aware of the warning signs and report suspected misconduct immediately. We also need to be professional and provide effective supervision of youth.

The chapter includes an overview of the law, as well as TJJJ policy and practices related to sexual misconduct. There is emphasis on reporting of alleged sexual misconduct as well as the role of staff, volunteers and service providers in prevention and intervention. PREA became federal law in September 2003, and it is designed to ensure correctional facilities establish policies and practices to protect those who are incarcerated from sexual violence by staff or other offenders in the facility. Members of the public and government officials are often unaware of the epidemic nature of the issue.

Thanks to PREA, there is increased visibility of the issue and accountability for government facilities, private facilities, and every individual who works in corrections.

The Prison Rape Elimination Act 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 the incidence of 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.

This law protects both male and female youth. It is about basic human rights and human dignity.

The Prison Rape Elimination Act (PREA) of 2003 notes the following:

- Sexual violence in corrections often goes unreported, and inmate victims often receive inadequate treatment for the severe physical and psychological effects of sexual assault – if they receive treatment at all.
- Most corrections staff (and volunteers!) are not adequately trained or prepared to prevent, report, or treat inmate sexual assaults.
- While studies show the rate of HIV and AIDS in juvenile correctional facilities is low, sexual violence places youth at risk for the spread of the virus as well as the spread of sexually transmitted diseases (Hepatitis B and C).
- Sexual violence has a tremendous emotional impact on survivors, many of whom suffer from the effects of trauma.
- Sexual violence often exacerbates racial tensions when the violence is interracial in nature. This is particularly true in correctional populations that are divided among racial lines.

The 9 Purposes of PREA

1. Establish a *zero-tolerance* standard for the incidence of sexual violence in corrections in the United States.
2. Make the prevention of sexual violence a top priority in corrections.
3. Develop and implement national standards for the *detection, prevention, reduction, and punishment* of prison rape.
4. Increase available data and information on the incidence of sexual violence.
5. Standardize the definitions used for collecting data on the incidence of sexual violence.
6. Increase the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence.
7. Protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. The sexual abuse of persons in custody is cruel and unusual punishment - a violation of our nation's Bill of Rights.
8. Increase the efficiency and effectiveness of federal expenditures through grant programs such as health care; mental health care; disease prevention; crime prevention; investigation and prosecution; prison construction, maintenance, and operation; race relations; poverty; unemployment; and homelessness.
9. Reduce the costs that sexual violence imposes on interstate commerce. (Without PREA, the costs incurred by the federal, state, and local jurisdictions to administer correctional programs increases substantially by the spread and incidence of HIV, AIDS, and STD's,

and thereby, causes increased health and medical expenditures as well as mental health care expenditures.)

A Bureau of Justice Statistics survey in 2005-2006 found that allegations of sexual violence in juvenile facilities are made at a higher rate than in adult prisons. Therefore, it is vital that we understand what sexual misconduct is, how to report it and, more importantly, how to prevent it.

The TJJD has a zero tolerance policy on any form of sexual misbehavior and has implemented numerous safeguards to ensure the safety of both youth and staff.

Among these actions are:

- establishing a twenty-four hour hotline, the Incident Reporting Center (IRC),
- providing trauma-informed care and cognitive therapy to youth,
- changing the physical plants,
- increasing the ratio of staff-to-youth supervision,
- establishing a centralized Office of Inspector General (OIG) to conduct investigations,
- creating a Special Prosecution Unit to insure consistency in enforcing TJJD's zero-tolerance policy concerning sexual abuse, and
- implementing safe-housing assessments to make appropriate residential placements.

TJJD also retained a consultant to conduct an agency-wide and facility-specific review to identify how it can improve its approach to eliminating sexual assault through new or refined policies, procedures, or practices.

All sexual misconduct is prohibited, and in some instances, will lead to criminal prosecution. All allegations of sexual misconduct will be investigated. The Department of Justice defines sexual misconduct as "any behavior or act of a sexual nature directed toward an inmate by an employee, volunteer, official visitor or agency representative."

Texas Law

Senate Bill 894 was passed during the 76th Legislature. This legislation amended Texas Penal Code, Section 39.04 Violations of the Civil Rights of a Person in Custody; Improper Sexual Activity with a Person in Custody. This amendment made it a criminal offense for employees of correctional facilities, including contract employees, to have sexual intercourse or sexual contact with persons in custody.

Texas Penal Code, Section 21.01(2) defines sexual contact as "any touching of the anus, breast, or any part of the genitals of another person with intent to arouse or gratify the sexual desire of any person."

Any TJJD employee who engages in sexual intercourse or sexual contact with a youth in our custody is not only committing sexual misconduct, he or she is **breaking the law**. Violation of this law is punishable by state jail time and/or a fine. The perpetrator may also have to register as a sex offender.

Mandates in Texas Law

Establishment of the Office of Inspector General (OIG) in TJJJ for the purpose of investigating crimes committed by staff.

Establishment of the Office of Independent Ombudsman for the purpose of investigating, evaluating, and securing the rights of the TJJJ youth.

Confidential youth access to a toll-free number for the purpose of reporting information related to the abuse, neglect or exploitation of TJJJ youth. Staff may also report through the toll-free number which we will soon discuss.

Reporting procedures, including staff designated at the facility and Central Office to handle reports of sexual abuse.

Texas Human Resources Code § 242.101: Zero-Tolerance Policy

TJJJ shall adopt and enforce a zero-tolerance policy concerning the detection, prevention, and punishment of the sexual abuse, including consensual sexual contact, of children in the custody of TJJJ. Texas Family Code 261.101 states “A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter.”

It is important for youth, parents, staff, volunteers, and the public to know that TJJJ has zero tolerance for sexual abuse of youth.

Q: What does “zero tolerance” mean?

A: All suspected incidents of sexual misconduct will be investigated. Appropriate actions will be taken regarding protection of victims and discipline of perpetrators. Any staff or volunteer found to have engaged in sexual intercourse or sexual contact with a youth will be prosecuted to the full extent of the law.

Zero tolerance also means you are required to report all suspected sexual misconduct. It is the law!

<p>REPORT ALL SUSPECTED INCIDENTS OF ABUSE, NEGLECT, AND EXPLOITATION</p> <p>866-477-8354</p>

Texas Penal Code Chapters 21 & 22 include several codes making it illegal to expose oneself or have sexual contact with any child under the age of 17. Remember, it doesn't matter how old the youth is when they are incarcerated. There is no “age of consent” in TJJJ. All sexual contact between staff and the youth is strictly prohibited by law.

Youth will NOT face any consequences for staff-on-youth sexual contact.

Texas Family Code 261.101 states “A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter.”

There is No Consent for Sexual Behavior in TJJD!

Youth-on-Youth:

Perceived consent may not be 'consent' in reality. Other youth may exercise an influencing degree of intimidation and control.

Staff-on-Youth:

Incarcerated persons are never regarded as being in a position to grant legitimate consent. Staff have enormous power over a youth. Because of this difference youth can never be seen as giving consent. This is not any different than a teacher and student, therapist and client, etc.

TJJD Policy

- **GAP 380.9337-Alleged Sexual Abuse, Neglect & Exploitation**— TJJD has zero tolerance for any form of sexual abuse of youth under TJJD jurisdiction. This rule establishes 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 TJJD youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.

You must report all suspected incidents of sexual abuse, neglect and exploitation immediately. There are no consequences for reporting sexual misconduct. TJJD cannot retaliate against a staff, service providers or volunteer for reporting alleged sexual abuse, neglect and exploitation of a youth. It is the law and your responsibility.

- **PRS.02.09 – Staff/Youth Relationship** states that the nature of the relationship of TJJD staff/service providers/volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees, and volunteer found to have engaged in any prohibited behavior when interacting with TJJD youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301 – Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD 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 to the Chief Local Administrator. Critical incidents under this policy include alleged sexual abuse of a youth, alleged sexual misconduct by a youth,

escape of a youth, death of a youth, serious suicide attempt, use of OC spray and other incidents.

- **GAP 380.9333-Alleged Abuse, Neglect & Exploitation** provides for the investigation of allegations of abuse, neglect or exploitation in programs and facilities under Texas Juvenile Justice Department (TJJD) jurisdiction. This rule provides standards for investigations and for the compilation of investigation information. The purpose of all provisions in this rule is the protection of youth.

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 service provider for reporting alleged abuse, neglect and exploitation of a youth. Again, it is the law and your responsibility.

**REPORT ALL
SUSPECTED
INCIDENTS OF ABUSE,
NEGLECT, AND
EXPLOITATION**

866-477-8354

Myths

It is hard to understand why a staff or volunteer would either engage in sexual misconduct or fail to report suspected misconduct. The more we understand this complex problem, the more we can do to prevent it. Often, the correctional culture and work environment can impact staff attitudes and ultimately contribute to the problem of sexual misconduct.

Myth #1: Staff know their professional boundaries, it is common sense.

Corrections personnel roles are shifting from an “enforcer” role to that of a “change agent” or “helper”.
Inadequate training.

Myth #2: Sexual misconduct in facilities is a male staff on female youth issue.

While the issue of sexual misconduct was initially recognized and addressed in women’s prisons, the data from institutional settings show that sexual misconduct occurs among all “quadrants” – female staff/male youth, female staff/female youth, male staff/female youth and male staff/male youth. Youth-on-youth sexual contact is often same sex contact since most of our facilities contain all boys or all girls.

Myth #3: Youth “consent” to inappropriate relationships.

Texas Statutes, TJJD policies, and several court decisions have clearly stated that youth cannot “consent” to illegal and inappropriate conduct with staff. This is true for all of our youth, even those 17 years and up. There is a power imbalance between incarcerated youth and staff.

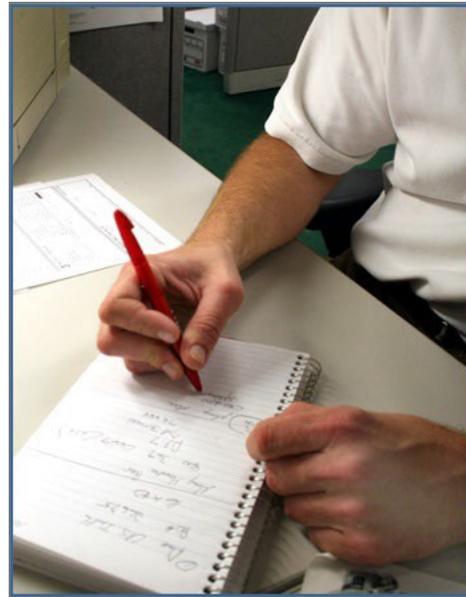
Myth #4: Youth manipulate staff into these situations.

While some youth may try to gain favors by exploiting certain staff, it is **not the attempt** by the youth, but the **response of the staff member** that carries the consequences.

Myth #5: Staff will tell their superiors if they suspect inappropriate conduct by a peer.

The facility’s managers and supervisors set the example and “tone” of professional conduct. In addition, they must inform staff what they require desire to be reported.

If you do not report suspected sexual misconduct are contributing to an unsafe environment. Staff are behaving inappropriately are not focused on doing their job properly. **The sense of order and safety is compromised for everyone.**



or
you
who

Myth #6: Telling youth about a facility’s zero tolerance policy and how to report suspected sexual misconduct produces false allegations by youth who want to “get even” with a staff member.

Only about 10% of childhood sexual abuse is reported nationally. When you combine that with stigma in the correctional environment, youth are even less likely to report their own abuse.

TJJD Reporting of Alleged Sexual Misconduct

Youth may report alleged sexual misconduct a variety of ways:

- Calling the abuse hotline 866-477-8354
- Filing a grievance—this process is outlined in your upcoming Youth Rights training
- Reporting to staff, volunteers, or contractors
- Reporting to law enforcement
- Family complaint

Let’s discuss the reporting steps for TJJD staff, volunteers and contractors. There are additional requirements for how reports by staff are handled by the CLA. Below are the steps for you to follow:

1. **Immediately** notify the **OIG - IRC** via the **abuse hotline** (866-477-8354) and obtain a tracking number.
2. Submit a **written report** with **tracking number** to the Chief Local Administrator. You must provide the following information:
3. Identity of persons involved

4. Location and time of relevant events
5. Identity of others who may provide further information
6. Submit report as soon as you notify the IRC, but **no later than the end of your current shift.**

All reported allegations will be investigated. Staff may not retaliate against youth or other staff/volunteers for reporting abuse.

In addition to reporting within TJJD, you may also report to the appropriate law enforcement agency, the Department of Family and Protective Services (DFPS), or the Office of the Ombudsman.

Our policy, which has a provision for reporting abuse within TJJD, is in compliance with the law. However, if you are ever in doubt about what to do, contact your supervisor or the Chief Local Administrator immediately.

The facility administrator must take *immediate* steps to protect the alleged victim, and separate him/her from the alleged perpetrator. Other steps that may be taken include, but are not limited to:

- Transfer to another dorm or placement on the campus
- Administrative transfer to another facility or program

Again, the youth are separated immediately regardless of whether the investigation has begun. The administrator must evaluate who should be moved—alleged victim or alleged perpetrator—and to where. Every situation is different and it's important to talk to the alleged victim to determine what he or she needs to feel safe. It is important to do this in a sensitive, confidential manner to the extent possible. The move should be handled in a sensitive manner to minimize any negative impact on a victimized youth. **The goal is to ensure the youth's safety without embarrassing or humiliating the youth.**

TJJD Investigations

If a report presents an immediate risk of physical or sexual abuse that could result in the death or serious harm to the youth, the initial response by an OIG investigator will take place within 24 hours after the OIG is notified of the report.

Otherwise, within 2 working days of receiving the notice of the allegation, the OIG Supervisor over the Incident Reporting Center (or designee) will review the incident and refer the case for investigation and resolution. TJJD staff must protect the area of the alleged assault until the proper authorities arrive to process the scene. It is important that anything that may be considered evidence during the investigation remain undisturbed.

The assigned investigator will begin collecting evidence, including (but not limited to):

- Witness statements
- Physical evidence
- Photographs
- Security videos

It should be noted that anyone who is accused in a criminal investigation has the right to remain silent. All others are expected to cooperate with the investigation.

The investigator will make a finding of “confirmed” or “not confirmed” based on a preponderance of the evidence which will be detailed in a written report. The report is submitted to the Supervisor within 30 calendar days of assignment, unless there is justification for the delay as outlined in policy.

Upon review and approval by the appropriate OIG Supervisor, the investigation is closed and the report is forwarded to the Chief Local Administrator (CLA) within 3 workdays. A report may also be provided to law enforcement for purposes of investigation or prosecution.

The CLA will ensure that the youth, the family and the accused are notified of the results of the investigation. The CLA takes the necessary actions based on findings in the report to rectify the situation and prevent similar situations from taking place in the future.

Staff and volunteers have a right to file a grievance to challenge disciplinary actions resulting from an official investigation. Generally, grievances are resolved within 21 days. However, if the case was handled as a criminal investigation, the findings are “non-grievable.” Parents, guardians, youth and the CLA also may appeal the findings to the Executive Director.

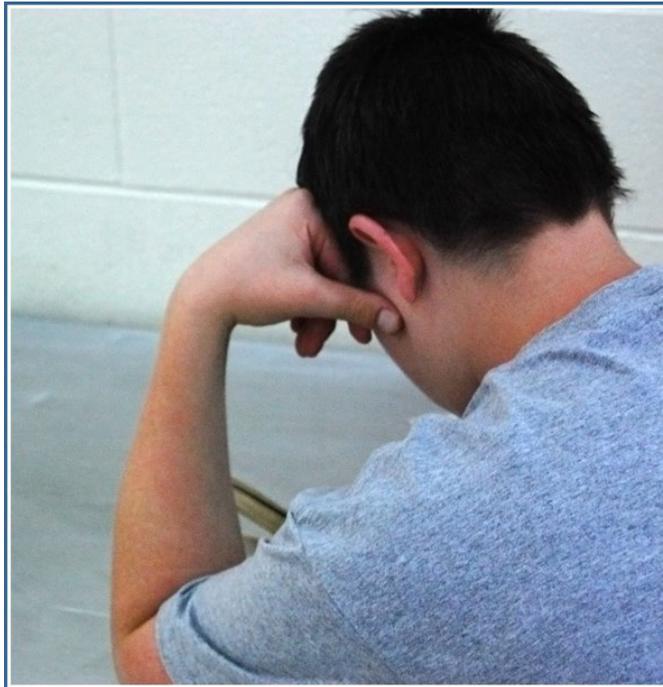
Victim Services

Medical services and counseling will be provided by specially trained personnel, which may include non-TJJD personnel such as a counselor from a Rape Crisis Center or a Sexual Assault Nurse Examiner. Such special services must be provided as soon as possible.

As per TJJD policy, victims of any type of sexual assault will:

- Receive a mental health assessment
- Receive a medical assessment—may include a forensic medical exam as determined by trained medical personnel
- Be provided protective housing, as needed
- Be provided emergency counseling, as needed

The youth should be referred immediately for these services through the infirmary, the hospital or other approved entities. If a youth requests additional medical or psychological services, immediately refer the youth to the infirmary and notify your supervisor.



Dynamics of Correctional Culture

Correctional culture is a complex concept that is influenced by many factors. Different institutions within the same agency can even have different cultures.

Punishment vs. Rehabilitation

In the 1980's and 90's, a "get tough on crime" mentality permeated society leading to changes in sentencing laws for juveniles. This has led to insensitivity over the plight of incarcerated persons, including false, inhumane beliefs such as:

- Those perceived as lesbian, gay, bisexual or transgender bring sexual violence upon themselves
- Those who have committed violent crimes deserve to be sexually assaulted

Code of Silence

As a TJJD service provider, you have a responsibility to advocate for the safety of our youth. Remaining silent amounts to protecting a predator or a person using their power to hurt another person. **Administrators cannot retaliate against you for reporting alleged sexual misconduct.**

Balance of Power

Staff are in a position of power based simply on the fact that they are staff, and volunteers are in a position of power based simply on the fact that they are adults. When staff, volunteers and service providers engage in sexual misconduct, they are using their power to victimize the youth. Whether or not they verbally threaten the youth, the threat is implied. Engaging in sexual acts with a TJJD youth is an abuse of power which will lead to prosecution.

A power structure exists among the youth as well. Some youth may be considered as having a "higher" status based on factors such as being in a gang. Those considered to be of higher status can exert power over more vulnerable youth. Sexual assault or other forms of victimization among the youth can and do occur without proper staff supervision.

Adolescent Development

Youth are not little adults. They are still developing physically, mentally, emotionally and cognitively. Characteristics include:

- Identity development
- Concerned with peer acceptance and belonging
- Changes in physical appearance
- Sexual exploration

Healthy sexual development includes masturbation in private, holding hands/romantic feelings, hugging, kissing, and fondling. **Note: Though considered healthy sexual behaviors outside of custody, these behaviors are still prohibited in TJJD facilities** such as kissing, fondling and sexual intercourse.

In juvenile corrections, we face the delicate task of balancing the safety of youth in our custody with what might be considered age-appropriate sexual behavior.

Remember: There is no sexual contact permitted in TJJD - period.

Lesbian, Gay, Bisexual, & Transgender Youth

Lesbian, gay, and bisexual are terms referring to one's sexual orientation. The American Psychological Association defines sexual orientation as "one's sexual attraction to men, women, both, or neither." **Gender identity** refers to a sense of oneself as male or female. **Transgender** "is an umbrella term used to describe people whose gender identity (sense of themselves as male or female) differs from that usually associated with their birth sex."

According to a report by the Child Welfare League of America, both gender identity and sexual orientation are established at an early age. Gender identity is generally established by 3 years of age. Sexual orientation is usually established long before a youth has become sexually active, generally age 10, but some by the age of 5. It is important to note that many youth do not "come out" (even to themselves) until mid-to-late adolescence.

Staff and volunteers may also have personal beliefs about LGBT youth that can interfere with effective supervision. All staff and volunteers are expected to carry out the duties of their job in a fair and neutral manner. Staff and volunteers should avoid discussing their personal opinion on sexuality with the youth.

It is important to note that LGBT youth commonly suffer from chronic stress related to harassment, coming out to friends and family or having one's sexual orientation discovered.

In a national study of LGBT youth, one in three reported being harassed due to their sexual orientation, 85% reported hearing homophobic remarks from peers and nearly a fourth of the youth heard these remarks from teachers or school staff, with very few teachers ever intervening to help them!

LGBT youth are particularly vulnerable within juvenile facilities. In focus groups conducted by the Child Welfare League of America, "ALL (LGBT) youth who participated reported having

experienced verbal harassment in juvenile justice facilities on a regular basis.” In addition, many reported being sexually assaulted by staff or other youth in these facilities.

A Scenario of Victimization & Trauma

Jim is a 16-year-old youth who arrived at your facility 3 months ago. He confided in his case manager that several other youth were beating him up at night and taking his food. The case manager responded, “If you come in here acting like a sissy, they will take advantage of you. You need to stand up for yourself; otherwise you are going to have a rough life in here.”

Jim asked to file a grievance in hopes of being moved to another dorm. But, decided against it after staff warned that a grievance could make things worse because it would anger the other youth. Jim felt anxious, scared and depressed. He told himself, “I’m just going to have to do what I have to do.”

Days later, one of the JCOs overheard a coded conversation among the youth leading him to believe that Jim had been sexually assaulted recently after “lights out.” The staff asked Jim directly, but he denied anything had ever happened. Eventually, staff dropped the matter after noticing that Jim no longer appeared fearful and seemed to have made friends with one of the older boys on the dorm. The friendship seemed unlikely, and staff went so far as to thank the other boy for being nice to Jim.

Staff were shocked when the two boys were caught having sex. Finally, a thorough investigation revealed that Jim had been violently sexually assaulted by 3 boys on the dorm and lived under constant fear that it would happen again. Jim eventually became known as the other boy’s “punk,” submitting to the boy’s sexual demands in return for protection from the others. Jim stated that he felt degraded and powerless and submitted to the role only because he felt he had no choice.



Dynamics of Sexual Violence

Just Detention International (formerly Stop Prisoner Rape) reports that:

- Boys are more likely to be abused by other boys in juvenile corrections.
- Girls are more likely to be abused by staff.

- Girls with a history of prostitution are especially vulnerable to sexual victimization by staff.

Staff predators may seek to take advantage of the girls' low sense of self-worth, feelings of powerlessness, and exhibition of sexually inappropriate behaviors.

Youth promiscuity is often the result of past victimization. Professional boundaries are the key to dealing with youth who are promiscuous. Set limits and be clear with the youth about what is appropriate versus inappropriate behavior.

Post Traumatic Stress Disorder and Rape Trauma Syndrome

Psychological trauma can result from a distressing experience that overwhelms an individual's ability to cope with the emotions. Victims of sexual assault often experience psychological trauma as a result of their victimization.

Some symptoms of psychological trauma include:

- Thoughts of suicide
- Anxiety
- Worsening of pre-existing mental health conditions
- Memory and concentration problems
- Eating and/or sleeping problems

More severe forms of trauma associated with sexual assault can lead to a diagnosis of **Post Traumatic Stress Disorder (PTSD) or Rape Trauma Syndrome.**

PTSD is a psychological diagnosis that is caused by an event which involved a threat to someone's life or physical well-being and caused intense fear. Events may include war, natural disasters, sexual assault, or any event which caused the person intense fear.

PTSD victims may experience:

- Intense nightmares and flashbacks
- Lack of interest in activities
- Numb emotions
- Sleep problems
- Avoidance of certain people
- Places or things that remind him or her of the occurrence
- A variety of other intense feelings

All people react differently to sexual assault, so there isn't a "right" way or a "wrong" way. Youth who are assaulted will need support and sensitivity from staff.

Impact of Staff/Volunteer Sexual Misconduct

When staff or volunteers are involved in any way with sexual misconduct, they counter-effect interventions and the treatment residents are receiving by:

- Modeling poor social skills and anti-social behavior.

- Reinforcing anti-social attitudes or beliefs of our youth which is the opposite of what we are trying do in CoNEXTions©.
- Victimizing youth who have been victimized throughout their life and are already emotionally vulnerable due to their past history of abuse or neglect.
- Jeopardizing facility security. When youth do not feel safe, it impacts the overall safety and security of the entire facility.
- Violating the constitutional rights of youth - The Eighth Amendment rights of state and local prisoners, including youth, are protected through the due process clause of the Fourteenth Amendment.
- Exposing the entire facility and agency to civil and criminal liability, and undermining public support for the agency.
- Jeopardizing the role of volunteers in the agency and volunteer-led programs.

Sexualized Work Environment

Staff and volunteers need to ensure that the environment in which they work and the youth live is not one in which conduct of a sexual nature is commonplace. Such an environment is known as a sexualized environment. A sexualized work environment is one in which the behaviors, dress, and speech of either staff and/or youth create a sexually charged workplace.

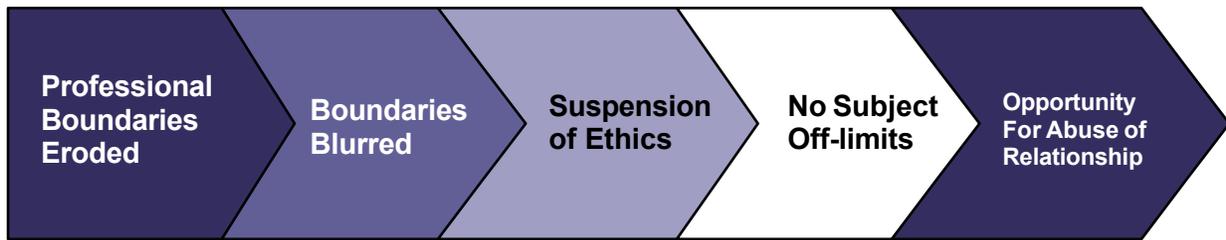
While youth can contribute to a sexualized environment, staff and volunteers are ultimately responsible for modeling appropriately.

Indicators of a Sexualized Work Environment

- Over-familiarity between staff and youth.
- Staff/Staff relationships are unprofessional.
- Staff off-duty conduct impacts on-duty work.
- Everything comes back to “sex”.
- Inappropriate dress.

Strategies to Prevent a Sexualized Work Environment

Adhere to the zero tolerance policy of all inappropriate sexual conduct. This includes jokes, put-downs, slang and name calling, and of course, any sexual contact. Eliminate any appearances of permissive behavior or favoritism.



Always remember that no interactions are overlooked by the youth. Do not discuss your personal relationships or nightlife with or around the youth. Maintain a professional relationship with youth and avoid the appearance of over familiarity. Strictly enforce rules regarding personal boundaries, dress and touching. Don't watch youth unnecessarily when they are in various states of undress. Remove any and all inappropriate materials from staff bulletin boards and break rooms.

Red Flags of Staff Sexual Misconduct

- Staff showing favoritism or intervening for a particular youth.
- Staff confronting other staff about a youth.
- Sexual or personal banter between staff and staff or staff and youth such as horse playing or inappropriate jokes.
- Drastic change in behavior or appearance of a youth or staff.
- Youth/staff rumors.
- Staff bringing in large amounts of food, soda or snacks or sharing such with a certain youth.
- Overheard conversations between staff and youth which are sexualized in nature or refers to physical attributes of staff or youth.
- Staff becoming over-involved with the youth's family, legal issues or other aspects of their personal life.
- Staff accessing files, logbooks, etc... when not related to their own cases or shifts.
- Staff with a "special" relationship with a particular youth.
- Staff spending an unexplainable amount of time with a particular youth.



- Staff taking youth out of their dorms at unusual times.
- Youth pregnancy or diagnosis of a sexually transmitted disease (STD).

Review of Vulnerable Youth Characteristics

Size - Smaller youth often considered vulnerable.

Peers - Those who are loners, aren't in a gang or tend to hang out with other "vulnerable" youth may be targeted.

Age - Younger youth are often taken advantage of by older, more sophisticated youth.

Sight or hearing impaired - Such youth may be taunted or preyed upon by other youth.

Physical disabilities - Such youth may be taunted, preyed upon, or considered unable to defend themselves.

Limited English Proficiency - Such youth may have a limited ability to communicate to staff and may be unwilling or unable to report victimization.

Sexual orientation or gender identity - Lesbian, gay, bisexual and transgender youth, (or those perceived as such) are often uniquely vulnerable.

Mental/emotional stability - Youth considered mentally or emotionally unstable, often stigmatized or taken advantage of.

Maturity - Youth who are developmentally immature may be taken advantage of by more sophisticated youth.

Prior victimization - Youth who have suffered abuse and trauma may have behavioral and emotional issues that make them vulnerable.

Number of months or years in lock-up - Youth who are new to the system may be taken advantage of; other youth gain status from "knowing the ropes" and/or are respected by other youth for being locked-up a long time.

Shy, timid or low self-esteem - Youth with these characteristics may be perceived as "weak" or not likely to stick up for themselves or tell.

Extortion - Youth who have been extorted previously are often susceptible to being extorted again by others (ex. forced to perform sexual favors for protection).

Disliked by staff - If youth perceive that a certain youth is disliked by staff they may feel it is acceptable to victimize the youth.

Common Characteristics of Youth Perpetrators

In addition to characteristics which place youth at risk of victimization, recent research has identified some common characteristics of youth who do “prey” upon other youth within the system, often identified as “aggressive” youth.

Characteristics of potential perpetrators include:

- Prior incarceration
- Street Smart and/or gang affiliation
- May have prior history of committing sexual violence
- Has a history of engaging in violence and disregarding the rights of others
- May exhibit voyeuristic/exhibitionistic behavior
- Try to control dorm through threats, intimidation and fear: Often, the aggressor is known by other youth, so look for changes in group behavior when a particular youth is present. Also, the aggressor may use strong arm tactics that is often preceded with verbal harassment. So, address all verbal harassment!
- Subtle intimidation in the showers, school, during meals or elsewhere
- May try to trap potential victim by making loans, sharing food, etc.: Aggressors often begin to trap their victims by being friendly initially; so, NEVER assume that two youth are “friends” or are romantically involved and “just had a falling out” or had a so-called “lovers quarrel” when one of the youth complains about the other at a later time, especially if the one complaining is a newer youth to the facility.

Signs of Possible Sexual Abuse

When youth fear or experience a sexual assault, there are several reactions staff can identify that will let us know what is happening. These include:

- Withdrawing or isolating themselves
- Development of depression or hopelessness—unexplained tearfulness or crying
- Developing anxiety, fear or paranoia
- Developing suicidal thoughts or feelings
- Self-abuse or suicidal behaviors
- Refusal to shower, eat or be in less supervised areas
- Increase in medical complaints and questions – particularly concerns regarding sexually transmitted diseases
- Gain or loss of substantial weight

If you notice any of these signs, speak with the youth and report it!

Ways to Prevent Sexual Assault of Youth

- Know and enforce rules regarding sexual conduct - adhere to zero tolerance.
- Be professional at all times and adhere to a code of professional and personal ethics.
- Maintain professional boundaries by being fair, firm and consistent.
- Avoid being alone with youth in 1:1 situations.
- Respect the youth's privacy when changing clothes, taking showers or using the bathroom. While a certain level of supervision is necessary at all times, do not stare at youth or watch them unnecessarily while they are undressed.
- Assume all reports of sexual misconduct are credible.
- Identify characteristics of victims and predators, and use this information in housing placement and daily supervision. GAP.380.8524 Assessment for Safe Housing addresses requirements for identifying vulnerable youth and youth who may pose a threat to others in order to make safe housing assignments.
- Ask regularly about the youth's adjustment to the facility and whether they are having any problems.
- Inform youth and their families as to the facility's policies, including their rights within the facility, the specific reporting procedures for sexual assault allegations and what protections youth have against retaliation.
- Teach youth how to minimize their risk of becoming a victim of sexual abuse. Strategies that may minimize this risk include:
 - Knowing their rights under state and federal law; youth receive a brochure at the orientation unit which explains their basic rights, the zero tolerance policy, how to file a grievance and how to contact the abuse hotline; zero tolerance and abuse hotline posters are also posted throughout every facility
 - Letting staff know if they are being threatened or bullied by other youth
 - Staying in staff's sight at all times
 - Avoiding doing favors for others and trading things as this could lead to them being forced to provide sexual favors
 - Avoiding peers who are aggressive and intimidating
 - Reporting all abuse or suspected abuse using any method that makes them comfortable such as telling a JCO, Case Manager, Nurse or family member. They can also call the toll-free abuse hotline number or file a grievance.

- Model appropriate behavior both within and outside of the facility.
- Immediately report any prior relationships or connections with new/current youth. Follow your intuition when noticing “red flags”.
- Even as a volunteer or service provider you can practice effective supervision. You must have your eyes and ears open at all times. Observe carefully and draw inferences about what is going on.
- When in doubt of what to do in a situation involving yourself or others, consult your supervisor or facility management.

Handling Disclosures from Youth

As a volunteer, a youth may disclose to you that he/she has been sexually assaulted either by staff or another youth. You are required to immediately report the allegation. In addition, the way you conduct yourself after a youth has made such a disclosure is very important.

Volunteers are not expected to provide counseling; specially trained mental health professionals should counsel sexual assault victims. However, you may be the first person the youth confides in, and if you do not respond appropriately, you can emotionally harm the youth even further.

Here are some tips on how to respond:

- Ensure that he/she understands the limits of confidentiality (that you must report the allegation), but that information will only be shared with others on a need-to-know basis.
- Be sensitive, supportive and affirming.
- Don't question them about whether they fought back, screamed, gave in, or why they didn't report it sooner. Remember that he/she is the victim.
- Ask the youth if they are hurt, bleeding, etc. If the assault just happened, get them medical attention right away. In addition to addressing their health needs, an exam can be performed to collect evidence.
- Listen carefully and validate the youth's feelings.
- Don't dismiss, downplay or cast doubt.
- Don't bombard the youth with questions to satisfy your curiosity. Questions will come as part of the investigation.

- Suspend judgments about the youth based on your own beliefs (ex. she brought it on herself, he's gay anyway).



steps

- Express concern for his/her safety, and take seriously any reported threats of intimidation or violence. Immediately contact the supervisor if need to be taken to protect the youth from other youth or from a staff person.
- If a youth makes a threat of self harm, immediately contact the supervisor on duty and take appropriate steps to ensure the youth's safety.
- Document the youth's report, but don't ask the youth to repeat things over and over.
- Officially report the allegation by calling the Incident Reporting Center (IRC) with the TJJJ Office of Inspector General. You will get a tracking number. Submit a written report to the Chief Local Administrator (CLA) with the tracking number.

Sexual Harassment and Discrimination

The Texas Juvenile Justice Department has established procedures to provide a safe, professional, and pleasant work environment for staff, volunteers and service providers as well. Intimidating, offensive, or harassing sexual conduct interferes with our work and our services to the youth and the public. All inappropriate sexual conduct is strictly prohibited and will not be tolerated.

This rule applies to employees, volunteers, contractors, delivery persons, vendors, and any other person having contact or doing business with TJJJ.

TJJJ is an equal opportunity employer and strives to provide a work environment free from discrimination based on race, color, religion, sex/gender (including sexual harassment), national origin, age, disability, or genetic information. TJJJ managers and supervisors are responsible for basing all employment-related decisions on job-related, non-discriminatory factors, and for complying with all laws that apply to the employment relationship. TJJJ employees, volunteers and service providers are responsible for refraining from discrimination



or harassment on the basis of race, color, religion, sex, age, or disability, and for promptly reporting any violations of this policy.

Procedures for Reporting

Any employee or volunteer who feels that they have been subject to inappropriate sexual conduct must report it immediately. Any employee, volunteer or service provider who observes or learns about inappropriate sexual conduct directed toward another employee or volunteer must report it immediately. This includes conduct by an individual who is not a TJJD employee, such as customers, volunteers, contract personnel, consultants, vendors, and service and delivery persons.

Immediately report any inappropriate sexual conduct to your immediate supervisor, the community relations coordinator, the superintendent, or the chief of complaints resolution in central office. If one of the persons listed above is alleged to have engaged in the behavior, report such conduct to one of the other listed person.

Stopping Sexual Harassment in Correctional Facilities

Sexual Harassment is a form of employment discrimination based on sex which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and the Texas Commission on Human Rights Act, as amended. The United States Equal Employment Opportunity Commission has issued guidelines defining sexual harassment.

Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual , or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

Harassment by a member of the same sex is sexual harassment.

Some of the common reasons people hesitate to talk about sexual harassment are because they:

- are very embarrassed and don't want to talk about it with anyone
- fear nothing will happen or the complaint won't be taken seriously
- fear reprisal from the harasser, especially if the harasser is in management
- may be concerned about receiving a label of troublemaker
- are afraid of being fired, demoted or passed over for promotion

- blame themselves
- are told to be woman or man enough to handle it themselves
- don't want to get anyone in trouble
- are reluctant to talk to someone because no one else seems to mind the harasser's behavior
- quit instead of talk about it, or they do not know who or how to talk about it.



Workforce Behaviors to Watch For

Verbal & Non-verbal Examples:

- unwanted pressure for sexual favors
- unwanted letters, calls or materials of a sexual nature
- unwanted pressure for dates
- unwanted sexual teasing, jokes, remarks, questions or stories
- referring to an employee/volunteer as a girl hunk, doll, honey, etc.
- whistling at someone
- cat calls
- making kissing sounds, howling, smacking lips
- sexual comments/compliments about a person's clothing, anatomy or looks
- turning work discussion to sexual topics
- personal questions about social or sexual life
- telling lies or spreading rumors about a person's personal sex life
- using racial epithets or telling race-based jokes
- using stereotypes
- making sexual comments or innuendoes
- asking about sexual fantasies, preferences, or history
- unwanted sexual looks or gestures
- looking a person up and down (elevator eyes)
- staring at someone
- facial expressions, winking, throwing kisses, or licking lips
- sexual gestures with hands or body movements
- giving personal gifts
- displaying sexually suggestive items or items that tend to alienate or discriminate against persons of other ethnicities, race, color, or national origin



Physical Examples:

- unwanted deliberate touching or blocking
- unsolicited neck/back massage
- giving personal items or a sexual nature
- standing close or brushing up against a person
- following a person
- hugging, kissing, patting, or “footsie”
- invading a person’s body space
- granting job favors to those who participate in consensual sexual activity
- blocking a person’s path
- following a person around
- actual or attempted rape or sexual assault

How to Protect Yourself against Charges of Sexual Harassment

- conduct yourself in a mature, responsible manner
- keep your hands to yourself
- do not talk about sex on the job
- keep compliments casual and impersonal
- avoid jokes, words, phrases and gestures with sexual meanings
- assume that friendly people are only friendly
- respect a person’s personal space
- do not respond to flirting or suggestive behavior
- do not let someone’s “come on” make trouble for you

How to Minimize Your Chances of Being Sexually Harassed

- know your rights
- conduct yourself in a mature, responsible manner
- if approached, make your refusal calm, unmistakable, impersonal, and final. **BE ASSERTIVE**
- immediately report all instances of sexual harassment

Illegal employment discrimination based on sex occurs when the sexual conduct of verbal or physical nature results in:

- victim losing a tangible benefit (Quid Pro Quo)
- conduct interferes with the victim's ability to perform the job; or
- conduct creates a hostile or intimidating work environment for the victim. (when the unwelcome sexual conduct only creates a hostile or intimidating work environment it must be pervasive depending on the severity of the conduct).

Remember:

1. Consent doesn't guarantee that the behavior is welcome
2. Behavior welcome from one person, is not necessarily welcome from another
3. Behavior that was welcome once may not be welcome now

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for Service Providers

Acknowledgment Form

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), I certify and acknowledge that I have read and understood the contents of this PREA Service Provider’s Information packet (**Exhibit D**) 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.

For the Service Provider:



Joseph Scott (Aug 15, 2024 20:08 CDT)

Signature

VP

Printed Name

08/15/24

Date

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 TJJD. Any attempted assignment in violation of this Section is void and without effect.

4. Intentionally Left Blank

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 TJJD

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD 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 TJJD 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 TJJD 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 TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

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

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

Section 4: Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, 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 TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD 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

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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.

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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 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), 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.

26. Intentionally Left Nothing in the contract shall be construed as a waiver of the state's or the TJJD's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. TJJD does not waive any privileges, rights, defenses, or immunities available to TJJD by entering into this contract or by its conduct, or by the conduct of any representative of TJJD, prior to or subsequent to entering into this contract.

(a) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Service Provider:

- (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or
- (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

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,

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

C. TJJD Approval

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

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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. 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 TJJD 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 TJJD 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 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. 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 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 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 TJJD 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 TJJD. 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 TJJD 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), 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 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. TJJD 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 TJJD or other state employee. Service Provider shall have no claim against TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, Service Provider shall indemnify and hold harmless TJJD, 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 TJJD Contracts Department proof of insurance listing TJJD 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 TJJD'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 TJJD's consideration of the Response. In addition, Service Provider represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the contract.

52. Limitation on Authority

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

53. Lobbying Prohibition

Service Provider represents and warrants that TJJD'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 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. 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 TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

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 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, Service Provider 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

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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products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Agency's request, Respondent shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.

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.

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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.

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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

TJJD Terms and Conditions

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.

CON0001629 Workquest Janitorial Services - Infirmary - Evins

Final Audit Report

2024-08-16

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