

**Memorandum of Understanding  
Between Traffick 911  
And  
Texas Juvenile Justice Department  
MOU148**

This is a Memorandum of Understanding is entered into by and between **Traffick911, P.O. Box 11821, Fort Worth, TX 76110** and the **Texas Juvenile Justice Department**.

The purpose of this MOU is as follows:

**Statement of Services:**

The parties hereto agree by execution of this Memorandum of Understanding (MOU) to participate in an interagency collaborative effort to provide trauma-informed care in a residential setting that can best meet the needs of youth impacted by human trafficking.

**Traffick911 agrees to the following:**

- a. Provide a safe and clean environment for female youth impacted by human trafficking at no cost to TJJD.
- b. Provide therapeutic services that include individual, equine, art and group therapy; individualized education through an accredited school with graduation and GED preparation; mentoring services; recreation services; parenting and/or independent living preparation services.
- c. Provide TJJD with written youth progress reports on at least a quarterly basis for all TJJD youth assigned.
- d. Notify TJJD via phone and in writing of any serious and/or critical incidents as identified in TJJD General Administrative Policy (GAP.07.03), attached as **Exhibit A**.
- e. Provide TJJD with a written ten (10) day notice to remove a youth from the program.
- f. Inform TJJD of any probation and/or adverse actions issued to the program by the licensing entity, Department of Family and Protective Services (DFPS).
- g. Agree to participate in the TJJD Criminal History Background Check process for all current and prospective employees.

**TJJD agrees to the following:**

- a. Identify youth who meet the priority population criteria for Traffic911.
- b. Provide Traffic911 with appropriate referral and placement information.
- c. Remove TJJD at the request of Traffick911.
- d. Participate in youth staffing's on as needed basis.
- e. Visit the Traffick911 residential program on a quarterly basis when TJJD youth are placed.

**Term of Agreement:**

The undersigned agencies do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies; (2) the proposed arrangements serve the interest of efficient and economical administration and (3) the MOU shall become effective upon the date of execution and shall continue in full force until terminated by either party with a thirty (30) day notice.

### III. CERTIFICATIONS

#### **Article 1: Equal Opportunity**

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

#### **Article 2: Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

**Section 2:** Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees its workplace guidelines shall be similar to TJJD's as required by §85.113, Texas Health & Safety Code.

**Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

#### **Article 3: Communicable Disease Prevention & Control Act Compliance**

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

#### **Article 4: 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 the 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 Section 290 dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

#### **Article 5: Restriction on Possession of Weapons**

Service Provider agrees that Service Provider or any associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon as defined by Texas Penal Code Section 46.02 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a concealed 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.

#### **Article 6: Required Disclosure of Lobbyist Activity**

Service Provider agrees that if any person who is an employee of, director of, subconsultant, or subcontractor for Service Provider is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. Service Provider shall notify TJJD Director

of Business Operations and Contracts and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

**Article 7: Notification to TJJD of Subconsultants & Subcontractors**

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

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

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

**Article 8: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency**

Service Provider certifies compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Service provider certifies that he/she is not prohibited from entering into this contract because of any prior employment with TJJD.

**Article 9: Specially Designated Nationals and Blocked Persons List**

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

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

**Article 10 Terrorism**

Texas Juvenile Justice Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing service providers/vendors with the Federal General Services Administration's System for Award management (SAM, <http://www.gov/portal/public/SAM>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

## **Article 11: Fingerprint and Background Check:**

Service Provider will:

1. As directed, provide information regarding persons providing services under this Agreement and personnel access for a criminal background check including, but not limited to, fingerprinting check, 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 Service Provider's expense but conducted through TJJD or TJJD's contract providers for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider 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 Service Provider 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 Director of Human Resources.
1. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's 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's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TJJD's Director of Human Resources.

TJJD will approve any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Director of Human Resources (512) 490-7130.

## **Article 12: Contracting with Executive Head of State Agency**

Under Government Code §669.003, relating to contracting with an executive of a state agency, Service Provider represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts Texas Juvenile Justice Department or any other state agency, was involved with or has any interest in this contract. If Service Provider employs or has used the services of a former executive head of Texas Juvenile Justice Department or other state agency, then Service Provider shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Service Provider, and date of employment with Service Provider.

In accordance with §2261.101, Government Code Remedies and Sanctions – agencies shall incorporate language which shall hold Service Provider accountable for breach of contract or substandard performance without unfairly limiting competition.

## **Article 13: Gifts and Gratuity**

By executing this agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at 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 submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

## **Article 14: Debarment**

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal

government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.gov/portal/public/SAM>.

**Article 15: By signature hereon, the provider certifies that:**

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

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

**IV. GENERAL PROVISIONS**

**Article 1: Relationship of Parties**

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

**Article 2: Indemnity**

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

**Article 3: Liability Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$300,000 for each occurrence of negligence. The insurance must 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 proof of insurance documents to the TJJJ Director of Business Operations and Contracts, upon request.

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

**Article 4: Confidentiality and Security**

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

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

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

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

## **Article 5: Termination**

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

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

**Section 3:** Cause/Default: If the Service Provider fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any terms or conditions of the Contract, TJJJ may, upon written notice of default to the Service Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy but will be in addition to any other rights and remedies as provided in equity, by law or, under the Contract. TJJJ may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TJJJ notifies the Service Provider in writing prior to the exercise of such remedy. The Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJJ with respect to the enforcement of any of the remedies listed herein.

## **Article 6: Contract Amendment**

No other 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 thereof. TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors or increase the "not to exceed" amount if necessary for continuation of services.

## **Article 7: Notice of Changes**

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

**Section 2:** Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TJJJ.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TJJJ and a certification that the location to which services are to be relocated is in compliance with Chapter 224, Local Government Code.

## **Article 8: Notice**

Required notices will be provided to the Director of Business Operations and Contracts at the TJJJ Central Office at **11209 Metric Blvd. Bldg. H., Austin, TX 78758**; to **and P.O. Box 11821, Fort Worth, TX 76110**.

## **Article 9: Venue**

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

## **Article 10: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to this contract shall use the procedures contained in this article for routine problem solving including claims for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 5, Termination shall be followed thereafter.

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

**Section 3:** Formal Resolution:

- a. Contract Service Providers or TJJJ staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

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

## **Article 11: No Third Party Beneficiaries**

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

## **Article 12: Audit Clause**

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 Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TJJJ, the State of Texas or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJJ and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJJ or the State of Texas. By example and not as an exclusion to other breaches or failures, Service Provider's failure to comply with this Section shall constitute a material breach of this Agreement. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the contract.

## **Article 13: Assignment**

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

## **Article 14: Compliance with Other Laws**

In the execution of this Contract, Service Provider shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal,

state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

**Article 15: Compliance With Prison Rape Elimination Act (PREA)**

Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJJ policies related to PREA. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Contractor acknowledges that in addition to "self-monitoring requirement" TJJJ will conduct announced or unannounced compliance monitoring visits including "on-site" monitoring. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJJ. During the non-audit period, TJJJ will perform an audit at no cost to Contractor to ensure continued compliance with the PREA. Failure to comply with PREA standards and related TJJJ policies may result in termination of the contract.

**Article 16: Access to Public Information**

"ACCESS TO INFORMATION: Contractor is required to make any information created or exchanged with TJJJ pursuant to this 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 TJJJ. Contractor agrees to provide TJJJ with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML."

**Article 17: Execution Authority**

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

For the Texas Juvenile Justice Department:

Mike Griffiths 12/19/13  
Mike Griffiths, Executive Director Date

For Taffick911:

Deena Graves 12/13/13  
Deena Graves, Executive Director Date

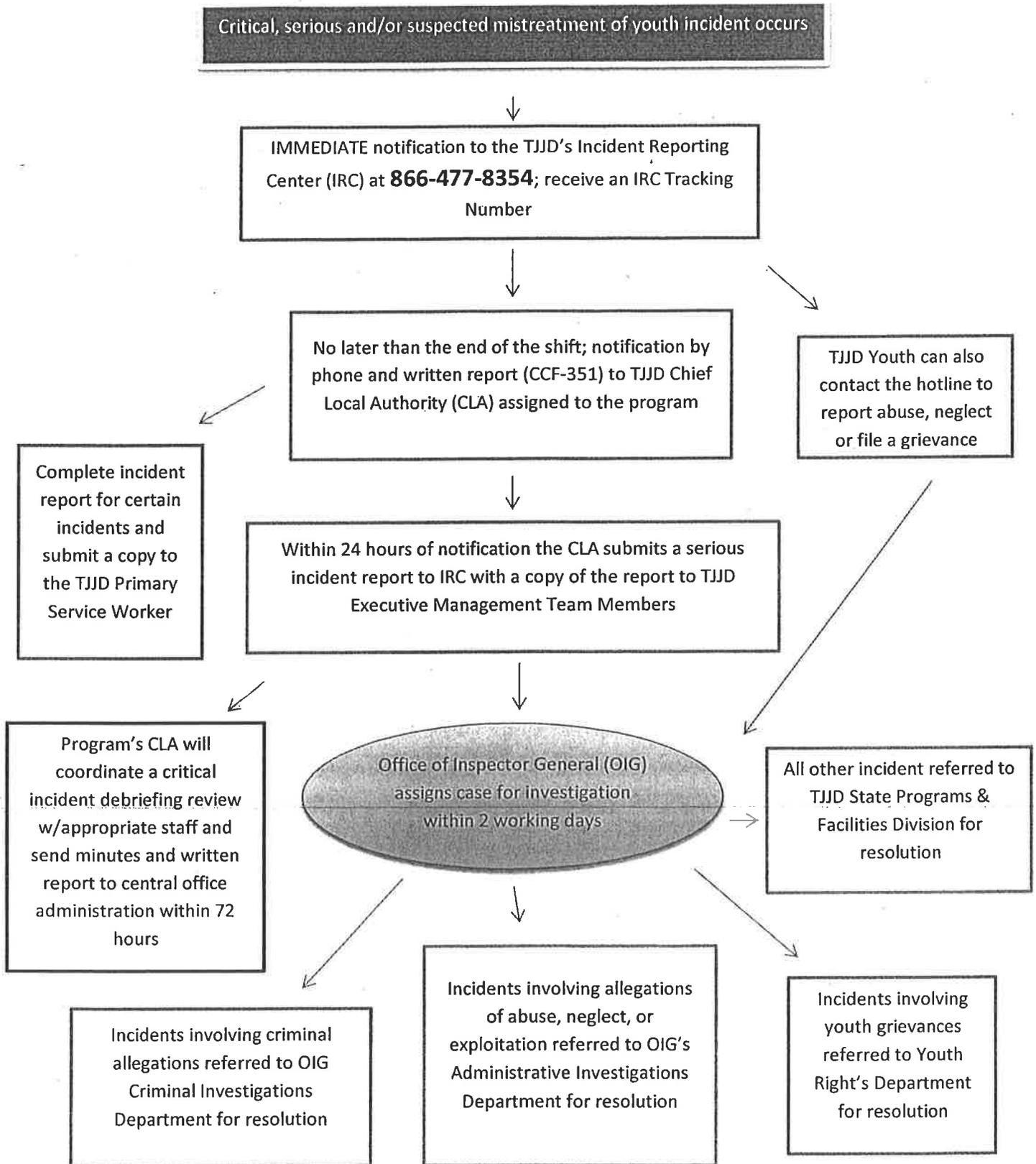
Approved as to form:

Brett Bray 12/3/13  
TJJJ Attorney Date

\_\_\_\_\_  
Chief of Authority Date

EXHIBIT A

Texas Juvenile Justice Department (TJJD) Incident Reporting Process



Chapter: Internal Reporting	Effective Date: 11/15/13
Title: Incident Reporting	
ACA: 4-JCF-2A-19, 2A-30	Page: 1 of 5
Statute(s): <u>28 CFR §115.361</u>	Replaces: GAP.07.03, 3/15/13

(a) **Policy.**

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

(b) **Applicability.**

This policy applies to all TJJJ staff.

(c) **Definitions.**

(1) **Abuse, Neglect, or Exploitation**--see definition in GAP.380.9333.

(2) **Critical Incident**--includes any of the following:

INCIDENT TYPE	Residential Facility (TJJJ-operated or contracted)	Parole (TJJJ-operated or contracted)
Riot	X	
Employee work stoppage	X	
Hostage situation	X	
Man-made or natural disaster (e.g., weather emergency, loss of power exceeding 8 hours, environmental accident, serious illness affecting operations and involving large numbers of youth or staff)	X	
Escape from a residential facility	X	
Escape during secure transport	X	X
Death of a youth or on-duty staff member	X	X
Alleged sexual abuse of youth, as defined in <u>GAP.380.9337</u>	X	X
Alleged sexual misconduct by a youth that involves: <ul style="list-style-type: none"> <li>o contact, including penetration, as defined in <u>GAP.380.9503</u>; or</li> <li>o touching or fondling, as defined in <u>GAP.380.9503</u></li> </ul>	X	
Life-threatening suicide attempt, life-threatening self-harm incident, or life-threatening injury	X	X
Use of deadly force by Office of Inspector General staff	X	X
Non-medical emergency situation which calls for immediate, coordinated action involving resources outside of the facility	X	

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

INCIDENT TYPE	Residential Facility (TJJD-operated or contracted)	Parole (TJJD-operated or contracted)
Hospital admission of a youth for any reason	X	
Off-site emergency medical treatment of youth for any reason	X	
Off-site emergency medical treatment of a staff member resulting from an assault within a facility	X	
Emergency administration of psychotropic medication	X	
Sexual harassment (as defined in <u>GAP.380.9337</u> ) of youth by other youth	X	
Sexual harassment (as defined in GAP.380.9337) of youth by staff, contractor, or volunteer.	X	X
Discovery of a weapon or an item adapted for use as a weapon in a residential facility	X	
Discovery of an illegal weapon or firearm in a parole office		X
Discovery of drugs (including prescription drugs) that did not clearly originate from inside the facility	X	
Any incident the CLA determines is a serious offense that could result in criminal charges	X	X

- (4) **Chief Local Administrator (CLA)**--as used in this policy, the CLA is:

- (A) the superintendent or administrative duty officer (ADO), for TJJD-operated residential facilities;
- (B) the contract case management supervisor, for contract residential facilities; or
- (C) the parole supervisor, for TJJD-operated or contract parole offices.

- (5) **Life-Threatening**--an incident involving a youth who appears to be unresponsive, unconscious, not breathing, or experiencing severe respiratory distress or uncontrollable bleeding. Life-threatening incidents also include any incident that would have likely resulted in the death of a youth except for circumstances beyond the youth's control, as determined by a health care professional.

(d) **Procedures.**

(1) **Staff Responsibilities.**

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

- (A) notify the IRC by telephone immediately; and
- (B) notify the CLA by telephone immediately after calling the IRC.

(2) **CLA's Responsibilities.**

As soon as possible, but not later than 24 hours after being notified by staff, the CLA or designee must email the appropriate form identified below to the IRC:

- (A) Notification of Alleged Abuse, Neglect, or Exploitation,  LS-051; or

- (B) Initial Report of Serious Incident,  CCF-350 (parole),  CCF-351 (halfway houses and contract care), or  CCF-352 (institutions).

**(3) Automatic Reports of Possible Abuse, Neglect, or Exploitation.**

The CLA or designee must submit an  LS-051 form for any of the following incidents, regardless of whether abuse, neglect, or exploitation is suspected or alleged.

INCIDENT TYPE	Residential Facility (TJJD-operated or contracted)	Parole (TJJD-operated or contracted)
A communication or activity that suggests an inappropriate adult-youth relationship involving a staff member, volunteer, or contractor	X	X
A life-threatening suicide attempt, life-threatening self-harm incident, or life-threatening injury	X	
A use of force which the CLA or designee believes to be in violation of agency policy	X	X
A youth's escape from a high-restriction facility	X	
A sexual contact between youth that involved penetration of the anus, mouth, or sex organ	X	
A serious medical incident that requires emergency treatment or that results in exacerbation or complication of pre-existing symptoms	X	
Any of the following youth injuries that are not clearly accidental: <ul style="list-style-type: none"> <li><input type="checkbox"/> eye injury</li> <li><input type="checkbox"/> broken bone</li> <li><input type="checkbox"/> loss of consciousness</li> <li><input type="checkbox"/> loss of tooth or portions of tooth</li> <li><input type="checkbox"/> cut requiring stitches</li> <li><input type="checkbox"/> internal injury</li> <li><input type="checkbox"/> eardrum injury</li> <li><input type="checkbox"/> serious wound involving loss of skin or hair</li> <li><input type="checkbox"/> joint injury</li> <li><input type="checkbox"/> extensive welts and bruises</li> <li><input type="checkbox"/> concussion diagnosed by a medical provider</li> </ul>	X	

Note: the list above is not intended to list all possible types of abuse, neglect, or exploitation. Due to potential that abuse, neglect, or exploitation contributed to these incidents even if none is suspected, this list of incidents must always be reported for further investigation.

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

- (A) Upon receipt of a verbal report of alleged abuse/neglect/exploitation or a serious or critical incident, IRC staff document the report and confirm receipt by providing a tracking number to the caller when appropriate. IRC staff ensure all verbal, electronic, or hard copy reports are entered into the IRC database.
- (B) When appropriate, IRC staff immediately notify TJJD administrators of the report.
- (C) Within two workdays after receipt of a reported incident or allegation, the supervisor over the IRC or his/her designee reviews the incident and refers the case for investigation and resolution to the appropriate TJJD department, as indicated below. Reports involving separate issues which require resolution by different departments are separated and referred as appropriate.

- (i) Incidents involving criminal allegations are referred to the Office of Inspector General for investigation and resolution.
- (ii) Incidents involving allegations of abuse, neglect, or exploitation are referred to the Administrative Investigations Department for investigation and resolution in accordance with GAP.380.9333.
- (iii) Incidents involving youth grievances are referred to the Youth Rights Department and processed in accordance with GAP.380.9331.
- (iv) Incidents that do not fall into any of the above categories are referred to the State Programs and Facilities Division for informational purposes and, as necessary, for corrective action.

(5) **Critical Incident Debriefing.**

- (A) For **critical** incidents, the CLA or designee must coordinate a debriefing with appropriate staff as soon as possible after the situation has been stabilized. To determine whether an incident should be classified as life-threatening, the CLA or designee consults with medical personnel.
- (B) For life-threatening incidents in institutions, the debriefing must include the health services administrator or designee.
- (C) If a criminal investigation is pending or ongoing, the debriefing may be postponed up to 72 hours until the assigned OIG investigator determines the debriefing can proceed without adversely affecting the investigation.
- (D) The debriefing is documented by taking minutes and completing the Critical Incident Debriefing Review form,  CCF-355 (residential facilities) or  CCF-355p (parole). The debriefing must include:
  - (i) a review of staff and youth actions during the incident;
  - (ii) a review of the incident's impact on staff and youth;
  - (iii) a review of corrective actions taken and still needed; and
  - (iv) plans for improvement to avoid another similar incident.
- (E) The CLA or designee forwards electronic copies of the debriefing minutes and the completed CCF-355 or CCF-355p to designated Central Office administrators.

(6) **Routine Incident Reporting Using the CCF-225 Form.**

- (A) The Incident Report form,  CCF-225, is used to document the following types of incidents:
  - (i) certain types of critical and serious incidents including hostage situations, death of youth, and serious injuries;
  - (ii) major rule violations by youth;
  - (iii) minor rule violations by youth that result in referral to the security unit;
  - (iv) parole rule violations;
  - (v) use of force and/or non-routine use of mechanical restraints;
  - (vi) non-routine strip searches;
  - (vii) self-referral to the security unit;
  - (viii) youth arrests; and
  - (ix) admission to and release from security unit, isolation, or detention.
- (B) The staff member completing the CCF-225 must sign and date the form.

- (C) Except as described in (D) below, completed CCF-225 forms must be submitted as soon as possible and no later than the end of the current shift (or end of the workday for non-shift workers).
- (D) Staff who refer youth to the security unit must complete a CCF-225 form detailing the youth's behavior and submit the form to the security unit as soon as possible after the incident, but no later than 30 minutes after a youth's arrival at the security unit. If the incident report cannot be made available within 30 minutes, the security JCO VI, security case manager, or designee may extend the time limit up to 30 additional minutes. The superintendent or designee may extend the time limit up to one additional hour.
- (E) The CLA or designee reviews and signs all  CCF-225 forms and ensures they are entered into CCS and appropriately filed.

---

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



**INITIAL REPORT OF SERIOUS INCIDENT  
(HALFWAY HOUSE & CONTRACT CARE RESIDENTIAL PROGRAMS)**

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

Within 24 hours after a serious/critical incident is reported to TJJJ staff, this form must be completed and directly emailed to: Reports - HWH Serious Incident. Serious and critical incidents are defined in GAP.07.03.

It is important to use common sense when reporting a serious/critical incident to executive staff. Basic information will be needed in order for TJJJ staff to effectively address any potential media or legislative inquiries. The Initial Report of Serious Incident is to specifically respond to the questions noted in the form. Responses are to be clear and free of spelling and grammatical errors. Provide additional information as requested by State Programs and Facilities and Executive Administration.

Date: \_\_\_\_\_ Facility/Location: \_\_\_\_\_

Staff Reporting: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Reported to IRC by Telephone?  Y  N If Yes, Date/Time: \_\_\_\_\_ / \_\_\_\_\_ IRC Tracking #: \_\_\_\_\_

**Name, TJJJ Number, age, classification, date of placement, home status, and stage of each youth involved:**

**Briefly describe the incident, including specific location, date, time, and number of youths involved.**

**What steps has the program taken to restore order / contain or control the incident?**

**If youth have been confined to a dorm (locked down), what is the plan to bring them back into the general population? (If this is not applicable, please indicate N/A)**

**What notifications have been made, including notification to parents, law enforcement, NCIC, etc.? (include date and time)**

**If life-threatening situation, describe the situation:**

**For life-threatening situation – what steps have been taken and what is the projected outcome?**

**Are there any special/additional risks or hazards to be considered? (e.g. medical condition/problems, psychotropics, suicidal, gang involvement, etc.)**

**Was the program meeting staffing ratios as defined in the contract care program's statement of work or the TJJJ halfway house budget? If not, what were the ratios, and what is the program doing to restore correct ratios?**



**INITIAL REPORT OF SERIOUS INCIDENT**  
**(HALFWAY HOUSE & CONTRACT CARE RESIDENTIAL PROGRAMS)**

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

**What is the current/imminent media coverage? Is TJJD noted in any media forum?**

**Any additional comments and/or follow-up?**



# CRITICAL INCIDENT DEBRIEFING REVIEW

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

- According to GAP.07.03, the superintendent or designee must complete this form after any of the incidents listed below.
- The superintendent will forward an electronic copy of this form to appropriate regional and central office administrators.
- The superintendent will keep a copy of the completed form on file.

Facility Name:

Date of Incident: <mm/dd/yyyy>

### CRITICAL INCIDENT CATEGORY

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Riot                         | <input type="checkbox"/> Escape from residential facility or during secure transport | <input type="checkbox"/> Use of OC Spray  |
| <input type="checkbox"/> Employee work stoppage       | <input type="checkbox"/> Death of youth or on-duty staff member                      | <input type="checkbox"/> Use of deadly force by OIG                                 |
| <input type="checkbox"/> Hostage situation            | <input type="checkbox"/> Sexual assault of youth or on-duty staff member             | <input type="checkbox"/> Other incident that requires immediate, coordinated action |
| <input type="checkbox"/> Man-made or natural disaster | <input type="checkbox"/> Life-threatening suicide attempt                            |   |

### INCIDENT DESCRIPTION

Briefly describe the incident:

Number of youth involved:

Number of staff involved:

Time of incident onset:

Incident duration (days, hours):

### FACILITY RESPONSE:

Briefly describe the response, including strategies and tactics used to respond to this incident:

Number of Staff Responders:

Number of outside agencies assisting:

List of assisting agencies. Enter "N/A" if not applicable:

### ANALYSIS OF INCIDENT

Were procedural deficiencies identified?  Yes  No

If yes, explain where policy or procedure were lacking or not followed. Enter "N/A" if not applicable.

Were physical plant deficiencies identified?  Yes  No

If yes, explain deficiencies. Enter "N/A" if not applicable.

Were other issues discovered that may have contributed to this incident?

For life-threatening situation – what steps have been taken and what is the projected outcome?

Are there any special/additional risks or hazards to be considered? (e.g. medical condition/problems, psychotropics, suicidal, gang involvement, etc.)

**PLAN OF ACTION**

Explain plan to prevent future incident, correct policy or procedure failure, correct physical plant deficiency, and address any other issues as identified.



# NOTIFICATION OF ALLEGED ABUSE, NEGLECT, OR EXPLOITATION

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

Date(s)/Time(s) of Incident:

Date Reported to Chief Local Authority:

Date sent to Alleged Mistreatment Mailbox:

Youth's Current Facility:

Facility Where Incident Occurred:

For Central Office Use Only	File No.:
	Date Assigned:
	Due Date:
	A/N/E:

Youth Victim(s)				
Last Name	First Name	MI	TJJD #	Age

Location of Incident:

Accused Staff/Contractor/Volunteer(s)				
Enter information as it appears in HR records (e.g. no nicknames)				
Last Name	First Name	MI	Date of Hire	Job Title

Person who made initial allegation:	
Name	Title (if staff) or Relationship to Youth
Method of communicating allegation to staff:	

Did anyone witness/have knowledge of the incident?	
Name	Contact Information

What did the staff/contractor/volunteer do or fail to do to the youth(s)? Provide as much information as possible regarding the circumstances of the allegation.

Was/were the youth(s) injured? If so, did he/she receive any type of medical treatment? Please describe:

Is this an automatic report under GAP.07.03 (d)(1)(B)(ii)?

Yes  No

Has this already been reported to the Incident Reporting Center (IRC)?

Yes  No

If yes, please provide the IRC# and the date the incident was reported:

Chapter: Conditions of Employment	Effective Date: 9/15/13
Title: <b>Criminal History: Standards, Background Checks, and Self-Reporting Requirements</b>	Page: 1 of 6
ACA: N/A	Replaces: PRS.02.08, 12/1/11
Statute(s): <u>Human Resources Code §242.010</u>	

**(a) Policy.**

- (1) Applicants for employment with the Texas Juvenile Justice Department (TJJD) must meet the criminal history standards in this policy to be eligible for hire.
- (2) Current TJJD employees must maintain the criminal history standards in this policy to remain eligible for continued employment.
- (3) To ensure that criminal history standards are met, TJJD:
  - conducts pre-employment fingerprinting and criminal history background checks;
  - conducts criminal history background checks throughout an employee's employment; and
  - requires each employee to notify TJJD if he/she:
    - is arrested;
    - is notified of criminal charges through an indictment or other official notification; or
    - learns of a change in the status of a previously reported criminal charge.
- (4) TJJD management takes appropriate action in response to a report of an employee's pending criminal charge or conviction in accordance with the provisions of this policy.

**(b) Applicability.**

- (1) The criminal history standards and background check processes apply to:
  - (A) applicants for TJJD employment and current TJJD employees; and
  - (B) employees of a TJJD contractor or subcontractor who have direct access to youth in TJJD-operated or TJJD-contracted facilities. Note: Such employees are subject to the standards for correctional series positions.
- (2) The criminal history background check processes apply to volunteers.
- (3) The self-reporting requirements apply to current TJJD employees.

**(c) Resources.**

- (1) PRS.05.14, Texas/National Crime Information Center (TCIC/NCIC) System - This policy describes how TJJD obtains criminal history information through the TCIC/NCIC system.
- (2) Volunteer Services Operations Manual - This manual establishes the criminal history standards for TJJD volunteers who are not TJJD employees.

**(d) Definitions.**

For definitions of certain terms used in this policy, see the PRS glossary.

(e) **Criminal History Standards.**

(1) **Determining When a Conviction Occurred.**

When determining if enough time has passed after a conviction to qualify for employment, a conviction is considered to have occurred on the date of disposition for the conviction.

(2) **Minimum Standards.**

(A) **Minimum Standards for All Applicants and Employees.**

Regardless of the nature of the position, applicants for employment and current employees must not:

- (i) ever have been convicted of a felony or Class A or B misdemeanor in which a child under the age of 17 is a victim or is directly endangered;
- (ii) ever have been convicted of an offense requiring the applicant to register as a sex offender under Chapter 62, Code of Criminal Procedure;
- (iii) ever have been convicted of an offense described in Article 42.12, Section 3g, Code of Criminal Procedure;
- (iv) have any pending criminal charge for which a conviction would result in disqualification from employment; or
- (v) have an outstanding warrant. See Section (f)(2) regarding outstanding warrants.

(B) **Additional Minimum Standards for Non-Correctional Series Positions.**

In addition to the requirements in (A) above, current employees in non-correctional series positions and applicants for these positions must not have been convicted of a felony (or an equivalent offense under the Uniform Code of Military Justice) in the last 15 years.

(C) **Additional Minimum Standards for Correctional Series Positions.**

(i) **External Applicants.**

In addition to the requirements in (A) above, external applicants for correctional series positions must not:

- (I) ever have been convicted of a felony;
- (II) ever have been convicted of a Class A or B misdemeanor, or the equivalent, within the last five years; or
- (III) be on probation for any criminal offense.

(i) **Internal Applicants and Current Employees.**

In addition to the requirements in (A) above, current employees in correctional series positions and internal applicants for these positions must not ever have been convicted of a felony.

(3) **Other Criminal Charges or Convictions.**

- (A) Based on the nature of a pending criminal charge or a conviction or the relationship of the offense to the employee's duties, the human resources director and general counsel, or a designee from each office, may determine it is in the agency's best interest to disqualify an

applicant or terminate an employee for a pending criminal charge or a conviction that is not an automatic disqualifier for employment.

- (B) Records of arrests or other criminal charges that are no longer pending and did not result in a conviction are not used to disqualify an individual from employment or assignment to a correctional series position.

(f) **Criminal History Background Checks.**

(1) **Background Check Process.**

Central Office Human Resources background investigation specialists obtain criminal history information through the following processes.

(A) **Texas/National Crime Information Center.**

Criminal history background checks are conducted through the Texas/National Crime Information Center (TCIC/NCIC) in accordance with PRS.05.14.

- (i) Pre-employment criminal history background checks are conducted on:
  - (I) external applicants being seriously considered for hire; and
  - (II) internal applicants being seriously considered for another position through the competitive selection process.
- (ii) An annual criminal history background check is conducted during each employee's birth month.
- (iii) A criminal history background check conducted through TCIC/NCIC identifies the following:
  - (I) prior convictions and arrests;
  - (II) public sex offender registration information; and
  - (III) outstanding warrants.

(B) **Flash Notifications.**

On each workday, a background investigations specialist reviews a file provided by the Texas Department of Public Safety (DPS) through the DPS server. If a TJJJD employee has been arrested, the file contains a flash notification of the arrest.

Note: These flash notifications are made possible because the employee's fingerprints previously submitted to the DPS allow the DPS to create an ongoing criminal history search for the employee.

(2) **Outstanding Warrants.**

(A) **External Applicants.**

(i) **Outstanding Traffic Warrant.**

If a criminal history background check reveals that an external applicant has an outstanding warrant for a traffic violation, the background investigation specialist calls the telephone number provided on the application for employment in an attempt to contact or leave a message for the applicant. The applicant is disqualified from employment if:

- (I) the attempt to contact the applicant fails (e.g., incorrect phone number provided or no available method to leave a message); or
- (II) within three business days after being contacted by TJJD, the applicant fails to provide appropriate documentation verifying that the warrant has been withdrawn without arrest or the filing of criminal charges.

(ii) **All Other Outstanding Warrants.**

External applicants are not provided the opportunity to resolve an outstanding warrant for any other violation.

(B) **Current Employees.**

The background investigations specialist notifies the human resources director or designee if a criminal history background check reveals that a current employee has an outstanding warrant.

(i) **Traffic Violation or Other Misdemeanor Offense.**

The employee is notified of the outstanding warrant and placed on administrative suspension without pay until the end of three business days after notification or until the warrant is no longer outstanding, whichever occurs first.

- (I) To continue being considered for a position for which the employee is an internal applicant, he/she must provide the agency by the end of the three business days appropriate documentation verifying that:

(-a-) the warrant has been withdrawn; and

(-b-) the nature of any criminal charges resulting from the warrant would not disqualify the employee from employment in the position upon conviction.

- (II) If at the end of the third business day the employee has not provided the agency with documentation supporting that the warrant has been withdrawn, he/she is administratively separated per PRS.11.21 due to ineligibility for continued employment.

(ii) **Felony Offense.**

In addition to the steps above for a misdemeanor warrant, the human resources director or designee notifies the Office of Inspector General (OIG) of the outstanding felony warrant. The OIG executes or coordinates the execution of the warrant for arrest with the issuing law enforcement agency.

(iii) **Warrants that Result in Arrest or Criminal Charge.**

If the employee is arrested or charged with a criminal offense, the procedures in Sections (g) and (h)(2) apply.

(3) **Confidentiality and Disclosure of Information.**

(A) Except as otherwise required or allowed by law:

- (i) access to criminal record reports are restricted to authorized personnel in Central Office Human Resources; and

- (ii) information obtained from a criminal record check is kept confidential and disclosed to the local human resources administrator (HRA), hiring authority, chief local administrator (CLA), or others (e.g., a hearing officer, or a grievant whose criminal record is at issue in a grievance), as applicable, on a need-to-know basis only.

- (B) All documents containing criminal record history information are destroyed after the information is used for the purpose for which it was intended.

**(g) Employee Self-Reporting Process.**

**(1) Employee's Responsibilities.**

- (A) Employees must report the following to TJJJD within two workdays after the event:
  - (A) an arrest;
  - (B) notification of criminal charges through an indictment or other official notification; and
  - (C) a change in the status of a previously reported criminal charge (e.g., dismissal, conviction, the initiation or termination of proceedings to revoke probation).
- (B) To report these events to TJJJD, the employee must:
  - (i) provide a completed Employee's Report of Criminal Charges form,  HR-038, to the local Human Resources office; or
  - (ii) ensure his/her supervisor is contacted by telephone, text, or email when the circumstances are do not allow him/her to provide a completed HR-038 form to the local Human Resources office within the required time frame.

**(2) Supervisor's Responsibilities.**

The supervisor must:

- (A) complete the HR-038 form when the employee is unable to do so; and
- (B) provide the completed form to the local Human Resources office on the same workday the supervisor received notice of the incident.

**(3) Local Human Resources Administrator's Responsibilities.**

Upon receipt of a completed HR-038 form, the local human resources administrator (HRA) or designee must:

- (A) immediately email a scanned copy of the form to a background investigation specialist in Central Office Human Resources;
- (B) provide a copy to the CLA; and
- (C) file the original form in the employee's confidential personnel file.

**(4) Background Investigation Specialist's Responsibilities.**

Upon receipt of the HR-038 form, the authorized background investigation specialist:

- (A) conducts a criminal history background check; and
- (D) provides guidance to the local HRA and CLA regarding the appropriate management action based on the criminal history standards established by this policy.

**(h) Management Actions for Current Employees.****(1) Employee's Failure to Self-Report.**

If a criminal history background check reveals that a TJJJ employee failed to report an arrest, indictment, criminal charge, or conviction as required by this policy, the employee is:

- (A) disqualified from being selected for a position for which the employee is an internal applicant regardless of the nature of the offense;
- (B) subject to disciplinary action in accordance with PRS.35.01 for failing to report the event; and
- (C) subject to the actions in (2) and (3) below if he/she is not terminated for failure to report the event.

**(2) Pending Criminal Charges.**

If TJJJ learns that an employee has a pending criminal charge:

- (A) the employee must be administratively separated from employment per PRS.11.19 if a conviction would violate the criminal history standards and the employee is not terminated from employment based on the conduct that resulted in the pending criminal charge; or
- (B) the employee may be allowed to continue employment if a conviction would not violate the criminal history standards. However, the employee may be subject to disciplinary action for the conduct upon which the charge is based.

**(3) Convictions.**

- (i) If TJJJ learns that an employee has been convicted of a criminal offense, the employee is subject to disciplinary action in accordance with PRS.35.01.
- (ii) If the employee is not terminated from employment and the conviction is under a criminal drug- or alcohol-related statute, the human resources director or designee refers the employee to a substance abuse professional through the agency's Employee Assistance Program (EAP). As a condition of continued employment, the employee must:
  - (I) satisfactorily participate in and complete a substance abuse rehabilitation program approved by the EAP; and
  - (II) provide proof of completion to the local HRA.

**(4) Employees Paid from Federal Grants or Contracts.**

If the Human Resources Department receives notice that an employee who is paid from funds received from a federal grant or contract has been convicted under a criminal drug statute for an offense which occurred on TJJJ premises, the director of human resources or his/her designee must:

- (i) notify the granting agency of the conviction within 10 days after receiving notice of the conviction; and
  - (ii) ensure that appropriate management actions are taken within 30 days after receiving such notice.
- 
-

Chapter: Conditions of Employment	Effective Date: 9/15/13
Title: <b>PREA: Employment Standards, Background Checks, and Self-Reporting Requirements</b>	Page: 1 of 2
ACA: N/A	New
Statute(s): <u>28 C.F.R §115.317</u>	

(a) **Policy.**

The Texas Juvenile Justice Department (TJJD) makes a good-faith effort to comply with Prison Rape Elimination Act (PREA) standards relating to hiring and promotion decisions.

- (1) Applicants for employment with TJJD must meet the standards in this policy to be eligible for hire.
- (2) TJJD employees must continue to meet the standards in this policy to remain employed by TJJD.
- (3) To ensure that PREA employment standards are met, TJJD:
  - requires applicants and employees to answer questions about previous misconduct that violates PREA employment standards;
  - obtains employment references in accordance with PRS.05.13, which involves:
    - considering any reported incidents of sexual harassment; and
    - obtaining information from prior institutional employers on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse;
  - performs pre-employment and annual criminal history checks and receives flash notifications of arrests in accordance with PRS.02.08;
  - requests the Department of Family and Protective Services (DFPS) to conduct a check of the Central Registry of Child abuse and Neglect (child abuse registry) established and maintained by DFPS; and
  - requires employees to self-report violations of PREA employment standards to their supervisor or local human resources administrator (HRA).
- (4) A violation of a PREA employment standard, failing to report the violation, or providing untruthful information regarding the violation is grounds for termination through the disciplinary process.

(b) **Applicability.**

- (1) This policy applies to applicants for TJJD employment and current employees.
- (2) PREA employment standards and child abuse registry checks apply to employees of a TJJD contractor or subcontractor of a contractor who may have access to youth in TJJD-operated or TJJD-contracted facilities, unless the contract was executed before September 15, 2013.

(c) **Additional Resources.**

- (1) PRS.02.08 (Criminal History: Standards, Background Checks, and Self-Reporting Requirements) – this policy establishes criminal history standards that applicants for TJJD employment must meet and TJJD employees must maintain (e.g., no convictions for an offense requiring registration as a sex offender).
- (2) TJJD Employment Application Supplement,  HR-003 – this form notifies applicants of:
  - PREA employment standards; and
  - the child abuse registry check process.

**(d) Definitions.**

- (1) For definitions of certain terms used in this policy, see the PRS Glossary.
- (2) For the definition of "institution" as used in this policy, see PRS.05.13.

**(e) PREA Employment Standards.**

To be eligible for employment with TJJD, an applicant or employee must not have:

- (1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;
- (2) been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- (3) been civilly or administratively adjudicated to have engaged in the activity described in (e)(2) above.

**(f) Process for Conducting Child Abuse Registry Checks.**

- (1) Central Office Human Resources background investigation specialists request DFPS to conduct a child abuse registry check as part of the clearance process for all external applicants being seriously considered for hire. At the direction of the human resources director or designee, a child abuse registry check is requested for internal applicants being seriously considered for another position.
- (2) DFPS provides TJJD with confirmation of a negative finding if there is no match in the registry.
- (3) If TJJD does not receive confirmation of a negative finding:
  - (A) TJJD considers there to be an open child abuse investigation and potential PREA standard violation; and
  - (B) the applicant is disqualified from further consideration unless he/she provides TJJD sufficient information to allow TJJD to determine that the applicant should not be disqualified from employment (e.g., investigation is closed and the applicant is not listed as a designated perpetrator in the child abuse registry or the nature of the adjudication does not meet the criteria in (e)(3) above).
- (4) If TJJD does not receive sufficient information to clear an applicant in a timely manner after requesting the child abuse registry check, TJJD may select another applicant for the position.
- (5) Human Resources management and the Office of General Counsel may determine it is in the agency's best interest to disqualify an external applicant or terminate an employee for a civil or administrative adjudication or DFPS *Reason to Believe* finding based on the nature of the underlying conduct and its relationship to the duties of the position even if the finding is not an automatic disqualifier for employment.

**(g) Disclosure of PREA Standard Violation.**

- (1) The Disclosure of PREA Employment Standards Violation form, HR-975, must be completed:
    - (A) during the interview process by external and internal applicants;
    - (B) during the annual performance evaluation process by employees; and
    - (C) immediately by an employee who is self-reporting a PREA violation to his/her supervisor or local HRA.
  - (2) A "yes" answer to any of the questions on the HR-975 form results in:
    - (A) an external applicant being disqualified from employment with TJJD; and
    - (B) a current employee being administratively separated from employment in accordance with PRS.11.21 due to ineligibility for continued employment.
- 
-