

SUBJECT AREA: PROGRAM SPECIFIC

TITLE: PRISON RAPE ELIMINATION ACT (PREA) POLICY

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POLICY:

In keeping with the Public Law 108-79, The Prison Rape Elimination Act (PREA), the Agency mandates zero tolerance toward all forms of sexual abuse and sexual harassment. This policy outlines the agency's approach to preventing, detecting, and responding to such conduct. This policy pertains to the Centerstone Halfway House (HWH) programs.

DEFINITIONS RELATED TO SEXUAL ABUSE:

For purposes of this part, the term— *Sexual abuse* includes—

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—

- (1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
- (2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

PROCEDURES:

Prevention Planning:

1. The Halfway House Clinical Manager/PREA Coordinator will function as the PREA coordinator.
2. Any subcontractors that are responsible for the confinement of our HWH residents will agree to full compliance with PREA standards.
3. Annually, the Agency will assess, determine and document whether any adjustments are needed to the staffing plan, staffing patterns, the video monitoring systems and other monitoring technologies, and the resources the facility has available to commit to ensure adequate staffing patterns to protect residents against sexual abuse.
4. The Agency shall not conduct strip or body cavity searches.
5. The Agency shall not permit cross gender pat-down searches.
6. The Agency will ensure that residents are able shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia.
7. Staff are required to announce their presence when entering an area where residents are likely to be showering perform bodily functions, or changing clothes.
8. The Agency shall not search or physically examine a transgender or intersex resident for the sole purpose of determining the resident's genital status. If the status is unknown, it may be obtained through conversations with the resident or by reviewing medical records.
9. The Agency will ensure that information and materials about PREA are communicated to any residents with disabilities or who are limited English proficient in a manner that they can understand as outlined in Clinical Services Policy Language Translation Services. PREA education materials will be made available in printed format in English, Spanish, and large print. In the event the resident is hearing impaired, deaf, or unable to read for any reason staff will provide the information verbally, and/or with the assistance of interpreters. In the event the resident has other disabilities impairing communication staff will determine the most appropriate means of communication and ensure education information is made available to the resident. The agency shall not rely on resident interpreters, resident readers, or other types of resident assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties, or the investigation of the resident's allegations.

10. **Hiring and Promotion Decisions**

1. The Agency will not hire or promote or contract with anyone who may have contact with residents that has been convicted of engaging or attempting to engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution; has been convicted of or civilly or administratively adjudicated to have engaged or attempted to engage in sexual activity in the community 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; incidents of sexual harassment will be considered as well. Before hiring new employees or contractors who may have contact with clients, the Agency will perform criminal background checks, make its best effort to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.

2. Background checks for employees and contractors who may have contact with clients will be updated at least every 5 years.
3. The Agency shall ask all potential employees during interview and employees who will have contact with residents directly about any previous misconduct described in #1 above. Material omissions regarding such misconduct or the provision of materially false information shall be grounds for termination.

Upgrades to facilities and technologies

1. When designing or acquiring any new facility or expanding or modifying existing facilities, the Agency will consider the effect it will have on the Agency's ability to protect residents from sexual abuse.
2. When installing and updating a video monitoring system, electronic surveillance system or other monitoring technology, the Agency shall consider how the technology will be used to protect residents from sexual abuse.

Responsive Planning

1. The Agency will contact local law enforcement authorities to investigate all allegations of sexual abuse.
2. **Depending on referral source of victim and/or perpetrator, be it FBOP or DOC, the referral source will be notified by email or phone call of alleged allegations of sexual abuse or sexual harassment.**
3. The Agency shall offer all victims of sexual abuse access to forensic medical examinations at no financial cost to the victim. Those exams will be performed by Sexual Assault Forensic Examiners (SAFE's) or Sexual Assault Nurse Examiners (SANE's) when possible. The Agency will document its efforts to arrange for SAFE's or SANE's.
4. The Agency will make available to the victim a victims advocate from a rape crisis center who would be allowed to accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals if the victim wishes them to do so.
5. The Agency will request that local authorities will use a protocol that is adapted from the most recent version of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents" or a similarly comprehensive and authoritative protocol developed after 2011.

Training and Education Employees:

1. The Agency will train all employees who may have contact with residents on:
 - a. The zero-tolerance policy for sexual abuse and sexual harassment.
 - b. The Agency's current sexual abuse and sexual harassment policies.
 - c. How to fulfill their responsibilities under Agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures.
 - d. Residents' right to be free from sexual abuse and sexual harassment.
 - e. The right of residents and employees to be free from retaliation for reporting sexual abuse and sexual harassment.
 - f. The dynamics of sexual abuse and sexual harassment in confinement.

- g. The common reactions of sexual abuse and sexual harassment victims.
 - h. How to detect and respond to signs of threatened and actual sexual abuse.
 - i. How to avoid inappropriate relationships with residents
 - j. How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents
 - k. How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
2. The Agency will provide each employee with refresher training annually.
 3. The Agency will document through employee signature that the employee understands the training they have received.

Volunteers and Contractors:

1. Volunteers and contractors who have contact with residents must be trained on their responsibilities under the Agency’s sexual abuse and sexual harassment prevention, detection, and response policies as well as be notified of the Agency’s zero tolerance policy.

Residents:

1. During intake, residents will receive information explaining;
 - a. The Agency’s zero-tolerance policy regarding sexual abuse and sexual harassment
 - b. **How to report incidents or suspicions of sexual abuse, sexual harassment or retaliation by other residents or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.**
 - c. Their rights to be free from sexual abuse and sexual harassment
 - d. Their rights to be free from retaliation for reporting such incidents
 - e. Regarding agency policies and procedures for responding to such incidents.
2. All aspects of the Agency’s efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including education and training, will be provided in a format that is accessible to all residents, including those with disabilities or limited English skills.
3. The Agency will maintain documentation of residents’ participation in these education sessions.
4. The Agency will ensure that key information is continuously and readily available or visible to residents.

Specialized Training: Investigations:

The Agency will not perform its own forensic sexual abuse investigations. The Agency will consult with Federal Bureau of Prison’s staff to seek guidance on how to respond to each specific situation so that all circumstances are considered. Local law enforcement will be contacted to complete investigations.

Specialized Training: Medical and Mental Health Care

The Agency does not have medical or mental health care practitioners who work regularly in its HWH facilities. The Agency will utilize local medical facilities and rape crisis centers for this.

Screening for Risk of Sexual Victimization and Abusiveness

1. Residents will be assessed during intake within 72 hours of arrival to the facility for their risk of being sexually abused by other residents or sexually abusive toward other residents. The screening will consider the following criteria to assess for victimization:
 - a. Whether the resident has a mental, physical, or developmental disability.
 - b. The age of the resident

- c. The physical build of the resident
 - d. Whether the resident has previously been incarcerated.
 - e. Whether the resident has prior convictions for sex offenses against an adult or child.
 - f. Whether the resident is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming
 - g. Whether the resident has previously experienced sexual victimization
 - h. The resident's own perception of vulnerability.
2. Within 30 days following intake, the Agency will reassess the resident's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
 3. The resident's risk level will be reassessed when warranted due to a referral, request, incident of sexual abuse or receipt of additional information that bears on the resident's risk of sexual victimization or abusiveness.
 4. Residents may not be disciplined for refusing to answer or for not disclosing complete information in response to questions regarding:
 - Whether or not the resident has a mental, physical, or developmental disability;
 - whether or not the resident is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender non-conforming;
 - whether or not the resident has previously experienced sexual victimization; and
 - the resident's own perception of vulnerability.
 5. The Agency will ensure that the sensitive information gathered during this assessment/intake will not be shared with other residents and will be shared with staff on a need to know basis only. The Agency will take a very serious stance if the sensitive information is used to exploit the resident or used to their detriment.
 6. The Agency will use the information gathered from the risk screening
 - a. To make informed choices about housing, bed, work, education, and program assignments with the goal of keeping separate those residents at high risk of being sexually victimized from those at high risk of being sexually abusive.
 - b. To make individualized determinations about how to ensure the safety of each resident.
 - c. In deciding whether to assign a transgender or intersex resident to a facility for male or female residents, and in making other housing programming assignments, the Agency will consider on a case-by-case basis whether a placement would ensure the resident's health and safety, and whether the placement would present management or security problems.
 - d. A transgender or intersex resident's own views with respect to his or her own safety shall be given serious consideration.
 - e. Transgender and intersex residents shall be given the opportunity to shower separately from other residents.
 - f. The Agency will not place lesbian, gay, bisexual, transgender or intersex residents in a dedicated facility based solely on such identification or status, unless the placement was established in connection with a consent decree, legal statement, or legal judgment for the purpose of protecting such residents.

Reporting

Resident Reporting

1. The agency will provide multiple internal ways for residents to privately report sexual abuse and sexual harassment, retaliation by other residents or staff for reporting sexual abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents. Residents may tell residential assistants, team leads, any management staff, counselors, clinical assistants or support staff. They may also submit their complaint in writing to any of the above mentioned or submit it anonymously in the comments box at the facility.
2. The Agency shares with residents ways to report abuse or harassment to the Bureau of Prisons and The Women's Center, if they so choose.
3. All staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports. Documentation of reports shall be made immediately to the PREA Coordinator or staff's immediate supervisor.
4. The Agency will provide staff a way to privately report sexual abuse and sexual harassment of residents. They may do so through any of their supervisory channels, to Human Resources staff, and/or to the Compliance Officer.
5. Apart from reporting to designated supervisors or officials, staff shall not reveal information related to a sexual abuse report to anyone other than to the extent necessary, as specified in this policy, to make treatment, investigation, and other security and management decisions.

Exhaustion of Administrative Remedies

1. The Agency will not impose a time limit on when a resident may submit a grievance regarding an allegation of sexual abuse.
2. The Agency will not require a resident to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.
3. The Agency will ensure that a resident can submit a grievance without submitting it to a staff member who is the subject of the complaint and that the grievance is not referred to a staff member who is the subject of the complaint.
4. The Agency shall issue a final decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. This does not include time consumed by the resident in preparing any administrative appeal. The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the resident in writing of any such extension and provide a date by which a decision will be made. At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence of a response to be a denial at that level.
5. Third parties (fellow residents, staff members, family members, attorneys, and otherwise advocates) are permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse and are permitted to file such requests on behalf of the resident. If a third party is filing a request, the Agency may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. If the resident declines to have the request processed on his or her behalf, the Agency will document the resident's decision in the resident's electronic health record.
6. The Agency has procedures for filing an emergency grievance that alleges that a resident is subject to a substantial risk of imminent sexual abuse. After receiving an emergency grievance, the Agency will

immediately forward the grievance to a level of review at which immediate correction action may be taken, shall provide an initial response within 48 hours, and shall issue a final Agency decision within 5 calendar days. The initial response and the final Agency decision will document the Agency's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

7. The Agency may discipline a resident for filing a grievance related to alleged sexual abuse only where the Agency demonstrates that the resident filed the grievance in bad faith.

Resident Access to Outside Confidential Support Services

1. The Agency will provide residents with access to outside victim advocates for emotional support services related to sexual abuse by giving residents mailing addresses and telephone numbers of local, State or national victim advocacy or rape crisis organizations, and by enabling reasonable communication between residents and these organizations, in as confidential manner as possible.
2. The Agency informs residents, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities.
3. The Agency will maintain MOU's for local community service providers that are able to provide residents with confidential emotional support services related to sexual abuse.

Third Party Reporting:

The Agency will accept third-party reports of sexual abuse and sexual harassment. Information will be distributed publicly on how to report sexual abuse and sexual harassment on behalf of a resident.

Official Response Following a Resident Report Staff and Agency Reporting Duties

1. The Agency requires all staff to report immediately and according to Agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is a part of the Agency; retaliation against residents or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
2. Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, to make treatment, investigation, and other security and management decisions.
3. The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facilities designated investigators.
4. The Agency will ensure that any reports of allegations of sexual abuse and sexual harassment originating from other facilities that a resident was abused while at a Centerstone facility will be investigated according to PREA policy.

Agency Protection Duties

1. When the Agency learns that a resident is subject to a substantial risk of imminent sexual abuse, it will take immediate action to protect the resident.

Reporting to Other Confinement Facilities

1. Upon receiving an allegation that a resident was sexually abused while in confinement at another facility, the head of the Facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred no later than 72 hours after receiving the allegation.
2. The notification will be documented.
3. The head of the agency that receives the notification will ensure that the allegation is investigated properly and according to PREA standards.

Staff First Responder Duties

1. Upon learning of a resident that was sexually abused, the staff will:
 - a. Separate the alleged victim and abuser.
 - b. Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence.
 - c. If the abuse occurred during a time period that still allows for the collection of physical evidence, ensure that the alleged victim and the alleged abuser do not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
 - d. Contact local law enforcement authorities to begin investigation.

Coordinated Response

The Agency will maintain a written plan to coordinate actions taken in response to an incident of sexual abuse that includes first responders, medical and mental health practitioners, investigators, and facility leadership.

Preservation of Ability to Protect Residents From Contact with Abusers

The Agency will not enter into or renew any collective bargaining agreement or other agreement that limits the Agency's ability to remove alleged staff sexual abusers from contact with residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.

Agency Protection Against Retaliation

1. The Agency will protect all residents and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other residents or staff and shall designate which staff members are charged with monitoring retaliation. PREA Coordinator and supervisory staff will monitor for retaliation. The Agency monitors the conduct or treatment of residents or staff who reported sexual abuse and of residents who were reported to have suffered sexual abuse for at least 90 days to see if there are any changes that may suggest possible retaliation by residents or staff.
2. The Agency will employ multiple measures, such as housing changes or transfers for resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services for residents or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
3. For at least 90 days following a founded report of sexual abuse, the HWH staff will monitor the conduct and treatment of residents or staff who reported the sexual abuse of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly or remedy any such retaliation. Items that will be monitored include any resident disciplinary reports, housing or program changes, or negative performance reviews or reassignments of staff. The Agency will continue the monitoring beyond 90 days, if a need is indicated

during the initial monitoring period. If any other individual who cooperates with an investigation expresses a fear of retaliation, the Agency will take appropriate measures to protect that individual against retaliation as well, as possible.

Investigations

Criminal and Administrative Agency Investigations

1. The Agency will conduct all investigations of sexual harassment promptly, thoroughly, and objectively.
2. The Agency will refer all investigations of sexual abuse that have occurred while the resident was in the facility to local authorities promptly.
3. Administrative investigations will be documented in a written report that includes whether staff actions or failures to act contributed to the abuse, a description of physical evidence and testimonial evidence, the reasoning behind credibility assessments, and the investigative facts and findings.
4. Criminal investigations will be documented in a written report from the local authorities.
5. Any substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
6. The Agency will keep all written reports for as long as the alleged abuser is incarcerated or employed by the Agency, plus five years.
7. Departure of the alleged abuser or victim from the employment or control of the Agency will not provide a basis for terminating the investigation.
8. The Agency will cooperate with outside agencies who are investigating sexual abuse and will make attempts to remain informed about the progress of the investigation.

Evidentiary Standard for Administrative Investigations

The Agency will impose no standard higher than a preponderance of the evidence (it is more likely that not that it did happen; 51%) in determining whether allegations of sexual abuse or sexual harassment are substantiated.

Reporting to Residents

1. Following an investigation into a resident's allegation of sexual abuse suffered in an agency facility, the agency will inform the resident as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded whether the Agency performed the investigation or not.
2. Following a resident's allegation that a staff member has committed sexual abuse against the resident, the Agency will subsequently inform the resident (unless the Agency has determined that the allegation is unfounded) whenever:
 - a. The staff member is no longer posted within the resident's unit.
 - b. The staff member is no longer employed at the facility.
 - c. The Agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or
 - d. The Agency learns that the staff member has been convicted on a charge related to sexual abuse from within the facility.
 - e. All notification or attempts will be documented.
 - f. The Agency's obligation to report will end if the resident is released from the Agency's custody.

3. Following a resident's allegation that he or she has been sexually abused by another resident, the Agency will subsequently inform the alleged victim whenever:
 - a. The Agency learns that the alleged abuser has been indicated on a charge related to sexual abuse within the facility: or
 - b. The Agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
 - c. All notification or attempts will be documented.
 - d. The Agency's obligation to report will end if the resident is released from the Agency's custody.

Discipline

Disciplinary Sanctions for Staff

1. Staff will be subject to disciplinary sanctions up to and including termination for violating Agency sexual abuse or sexual harassment policies. Discipline will be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
2. All termination for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, will be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

Corrective Action for Contractors and Volunteers

1. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
2. The Agency will take appropriate remedial measures, up to and including termination of the contract or volunteer agreement, and will consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.

Disciplinary Sanctions for Residents

1. Residents will be subject to disciplinary sanctions only pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse or following a criminal finding of guilt for resident-on-resident sexual abuse.
2. Sanctions will be commensurate with the nature and circumstances of the abuse committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories.
3. The disciplinary process will consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
4. The Agency offers or refers to therapy, counseling or other interventions designed to address and correct underlying reasons or motivations for the abuse and will consider requiring the offending resident to participate in such interventions as a condition of access to programming or other benefits.
5. The Agency may discipline a resident for sexual contact with staff if the staff member did not consent to such contact.
6. A report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred does not constitute false reporting or lying, and thus will not result in discipline.
7. The Agency prohibits all sexual activity between residents and may discipline for such activity. The Agency does not deem such activity to constitute sexual abuse if it determines that the activity is not coerced.

Medical and Mental Health Care

Access to Emergency Medical and Mental Health Services

1. Resident victims of sexual abuse will receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
2. Resident victims of sexual abuse while incarcerated will be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate. This will be done by the rape crisis counselor and medical personnel handling the crisis situation.
3. Treatment services will be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

Ongoing Medical and Mental Health Care for Sexual Abuse Victims and Abusers

1. The Agency will offer referral to local medical facilities for medical care and to The Women's Center for crisis intervention and mental health evaluation and, as appropriate, treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
2. The evaluation and treatment of victims will include, as appropriate, follow-up services, treatment plans, and when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
3. The Agency will arrange for victims to receive medical and mental health services consistent with the community level of care.
4. Resident victims of sexually abusive vaginal penetration while incarcerated will be offered pregnancy tests.
5. If pregnancy results from conduct sexual abuse, victims will receive timely and comprehensive information about and timely access to all lawful pregnancy related medical services.
6. Resident victims of sexual abuse while incarcerated will be offered tests for sexually transmitted infections as medically appropriate.
7. Treatment services will be provided to the victim without financial cost and regardless of whether the victim named the abuser or cooperates with any investigation arising out of the incident.
8. The Agency will attempt to conduct a mental health evaluation of all known resident-on-resident abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

Data Collection and Review

Sexual Abuse Incident Review

1. The Agency will conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation unless the allegation has been determined to be unfounded.
2. The review will occur within 30 days of the conclusion of the investigation.
3. The review team will consist of upper-management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
4. The review team will:

- a. Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse.
- b. Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- c. Examine the area in the facility where the incident allegedly occurred to access whether physical barriers in the area may enable abuse
- d. Assess the adequacy of staffing levels in that area during different shifts.
- e. Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff.
- f. Prepare a report of its findings, including but not necessarily limited to determinations made based on information collected from items 4. a-e above and any recommendations for improvement, and submit such report to the facility head and PREA compliance coordinator.
- g. The Agency will implement recommendations for improvement or will document reasons for not doing so.

Data Collection

1. The Agency will collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using the set of general definitions listed in section 115.5 of the PREA Standards.
2. The Agency will total the incident-based sexual abuse data at least annually.
3. The incident-based data collected will include at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
4. Upon request, the Agency will provide all such data from the previous calendar year to the DOJ no later than June 30.
5. All data will be collected and tracked by the PREA coordinator.

Data Review for Corrective Action

1. The Agency will review data collected and totaled in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices and training, including
 - a. Identifying problem areas;
 - b. Tacking corrective action on an ongoing basis; and
 - c. Preparing an annual report of its findings and corrective actions for the facility.
2. The report will include a comparison of the current year's data and corrective actions with those from prior years and will provide an assessment of the agency's progress in addressing sexual abuse.
3. The Agency's report will be approved by the agency head and made readily available to the public through the Agency's website or other means.
4. When the agency redacts material from an annual report for publication, the redactions are limited to specific materials where publication would present a clear and specific threat to the safety and security of the facility. The agency will indicate the nature of material redacted.

Data Storage, Publication, and Destruction

1. The Agency will ensure that data collected is securely retained.
2. The Agency will make all aggregated sexual abuse data readily available to the public at least annually through its website or other means. All personal identifiers will be removed.
3. The Agency will maintain sexual abuse data collected for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.

Auditing and Corrective Action

1. During the three-year period starting on August 20, 2013, and during each three year period thereafter, the Agency will ensure that each facility is audited at least once.