

Exhibit A - Pricing Page
ARFQ 0608 DCR2500000087
Secure Detention Services & Rehabilitation

Contract Item	Description of Service	Unit of Measure	*Estimated Annual Quantity	Unit Price	Total Cost
4.1.11	All Inclusive Daily Bed Rate, Per Resident	Day	365	\$400.16	\$146,059.50
4.1.5.2	Medical Costs, Includes Pharmaceuticals, Per Resident	Day	365	\$34.91	\$12,743.61
4.1.5.4	Mental Costs, Includes Pharmaceuticals, Per Resident	Day	365	\$34.91	\$12,743.61
Total Overall Cost					\$171,546.72

***Estimated Annual Quantities are for bidding purposes only. Any product or service not on the Agency Pricing Page will not be allowable. The State cannot accept an alternate Pricing Page, failure to use Exhibit A Pricing Page will lead to disqualification of Vendor's bid. A no bid entered in the Pricing Page will result in Vendor's bid being disqualified.**

Vendor Name:

Vendor Address:

Email Address:

Phone Number:

Signature:

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SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Corrections & Rehabilitation to establish an open-end contract for Secure Detention Services and Rehabilitation.

The West Virginia Division of Corrections & Rehabilitation, Bureau of Juvenile Services (BJS), is seeking a contract for secure detention services for juvenile offenders in the Northern Panhandle of the State of West Virginia. The successful vendor shall provide secure detention, unit management, treatment, and transportation services to said juvenile offenders. Said Vendor must own, operate, and staff the secure detention center, as well as providing all services outlined in this RFQ.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Contract Services”** means providing a secure facility for commitment rehabilitation services for juvenile female offenders and commitment substance abuse rehabilitation services for juvenile female offenders, as well as detention services for both males and females in the custody of the Agency in the Northern Panhandle of the State of West Virginia, as more fully described in the specifications of this RFQ.
- 2.2 “Pricing Page”** means the schedule of prices, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor list its proposed price for the Contract Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the WV Division of Administrative Services.
- 2.4 “NCCHC”** means the National Commission on Correctional Health Care (www.ncchc.org).
- 2.5 “CIYJ”** means the Performance Based Standards formerly known as PbS. (<https://improvingyouthjustice.org>).
- 2.6 “ACA”** means the American Correctional Association (www.aca.org).

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3. QUALIFICATIONS: Vendor, or Vendor's staff, if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 Vendor shall employ qualified staff to provide the services outlined in this RFQ.

3.2 Vendor must have a minimum of five (5) years' experience in providing secure detention and rehabilitation services for committed juvenile offenders.

3.3 Vendor shall be responsible for employment, supervision, and payment of all necessary staff, both contractual and Vendor staff, required for the operation and rehabilitation of said secure facility.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements & Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor's Work Plan must consist of the following items: (See attachment A - Policy Directive 200.00 – Physical Plant).

4.1.2 Program Description:

4.1.2.1 Implementation of the Agency's recommended programming and treatment modules for a gender specific rehabilitation unit as utilized by other regional detention facilities currently owned and operated by the Agency. The Agency currently uses the Change Company; Keep it Direct and Simple; and the Life Skills curriculums. When needed, the Agency is supplementing with other psycho-educational material on subjects such as decision making, impulse control, anger management, etc.

4.1.2.2 Vendor must work in collaborative effort with Agency staff to monitor and ensure success of the program goals. Residents are expected to follow facility rules; attend all educational classes and participate fully; be respectful of other residents and staff; participate in recreational activities to the best of their ability; participate in group and individual counseling sessions; and follow the guidelines of the treatment plan. Success is measured by how well the resident follows through on his or her treatment plan which is reviewed monthly.

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- 4.1.2.3 Vendor must provide medical and behavioral health for the juvenile residents, in accordance with the terms and conditions of the Agency's medical and mental health contract, which includes all requirements of NCCHC, ACA, and CIYJ standards. Said medical and behavioral health costs shall be invoiced as separate line items by the Vendor.
 - 4.1.2.4 Vendor must provide a secure facility in compliance with ACA Applicable expected practices.
 - 4.1.2.5 Vendor must provide all food services, laundry services, religious services, security, recreation, and unit management.
 - 4.1.2.6 Vendor must provide secure transportation to the juvenile offenders for medical appointments, court appearances, or any other approved trips from the facility in accordance with the Agency's transportation policies.
- 4.1.3 Vendor shall accept custody of juvenile offenders committed by the Court from any County within the State of West Virginia, or absent a court order, a juvenile may be taken into custody by a law enforcement official if and when one of the following conditions exists:
 - 4.1.3.1 Grounds exist for the arrest of an adult in identical circumstances,
 - 4.1.3.2 Emergency conditions exist which, in the judgement of the law enforcement officer, pose imminent danger to the health, safety, and welfare of the juvenile,
 - 4.1.3.3 The law enforcement official has reasonable grounds to believe that the juvenile has left the care of his/her parents, guardian, or custodian without the consent of said caregiver and the health, safety, and welfare of the juvenile is endangered,
 - 4.1.3.4 The juvenile is a fugitive from a lawful custody or commitment order of a juvenile court.
- 4.1.4 Vendor is not required to accept any juvenile offender who appears to be in need of medical attention, which requires treatment by a

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physician. Vendor may accept said juvenile only after a written clearance from a licensed physician which states the juvenile has been examined and treated, if necessary, and the treating physician confirms the offender can be safely confined to the Vendor's secure facility. Please refer to WV Code §49-4-705(f). Vendor agrees to allow oversight of operations by the Agency as it relates to the judicial activity, including but not limited to, the disposition and movement of juvenile offenders committed to the custody of the Agency.

4.1.5 Vendor must provide the following:

4.1.5.1 Clothing – Vendor must provide clothing and must maintain clothing for each juvenile offender during their commitment to said facility. The clothing must include, at a minimum, four (4) sets of clothing to allow for washing time. The clothing items required are set forth below:

- 4.1.5.1.1** T-shirt
- 4.1.5.1.2** Polo Shirt
- 4.1.5.1.3** Shoes
- 4.1.5.1.4** Socks
- 4.1.5.1.5** Sleepwear
- 4.1.5.1.6** Sweatshirt
- 4.1.5.1.7** Shower Shoes
- 4.1.5.1.8** Undergarments
- 4.1.5.1.9** Trousers/Pants
- 4.1.5.1.10** Jacket

4.1.5.2 Healthcare Services – Vendor must provide healthcare services in accordance with NCCHC, ACA, and CIYJ standards for juvenile offenders. When offsite medical services or prescription medications are required, the Agency will provide the Vendor with a specialized medical number to be used in obtaining these services or medications. Vendor must provide secure transportation services for approved appointments at offsite providers. Vendor must invoice healthcare services as a separate line item on all invoices.

4.1.5.3 Vendor must provide onsite medical services for sixteen (16) hours per day, including weekends and holidays. At a minimum, said onsite medical provider must be a Licensed Practical Nurse (LPN). Vendor must ensure full coverage when absences of the medical staff occur.

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- 4.1.5.4 Behavioral/Mental Health Services** – Vendor must provide behavioral/mental health services in accordance with the Agency’s mental health contract, NCCHC, ACA, CIYJ standards for juvenile offenders. When offsite behavioral/mental health services or prescription medications are required, the Agency will provide the Vendor with a specialized medical number to be used in obtaining these services or medications. Vendor must provide secure transportation services for approved appointments at offsite providers. Vendor must invoice behavioral/mental health service costs as a separate line item on all invoices.
- 4.1.5.5 Medical Audits** – Agency must be given access to Vendor’s facility and all resident healthcare records for auditing purposes. Said audits will occur approximately four (4) times per year, with follow-up review audits, if required.
- 4.1.5.6 Furnishings & Accessories** – Vendor must supply all furniture, bedding, and hygiene supplies required for the residents.
- 4.1.5.7 Education** – The WV State Board of Education is responsible for providing classroom personnel and educational programs on a year-round basis to juvenile offenders that are in the Agency’s custody. Vendor shall coordinate with the Agency and the State Board of Education in accordance with WV State Code §49-5E-7.
- 4.1.5.8 Meals** – Vendor must provide meals according to the guidelines set forth by the NCCHC, ACA, CIYJ, and the WV School Nutrition Standards for Juvenile Detention Facilities. Menus must comply with all standards and be approved by the Agency. Vendor may request reimbursement for the breakfast and lunch meals from the WV Schools Nutrition. Vendor should consider said reimbursement when quoting the per diem rates.
- 4.1.5.9 Recreation** – Vendor must provide recreation, both indoor and outdoor, according to any guidelines set forth by the

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American Correctional Association, NCCHC, ACA, and
CIYJ standards for Juvenile Detention Facilities.

4.1.5.10 Programming – Vendor must provide daily programming which meets the guidelines of NCCHC, ACA, CIYJ, and the Agency’s policies and procedures to include individual and group counseling along with other program areas already stated in this RFQ.

4.1.5.11 Case Management Services – Vendor must provide case management services to include, at a minimum psychosocial histories, service planning, liaison with the court system, and collateral service providers, participating in the MDT process, and ensuring the provision of services prescribed in the service plan. Vendor must enter the resident’s personal data and program participation in the Agency’s Offender Information System (OIS). Vendor must enter the incident reports immediately into the Agency’s OIS, when the incident requires the use of physical or mechanical restraints. All other incidents must be entered by the Vendor as soon as possible. Vendor must notify the Agency of any incident or situation that may endanger the health or safety of the juvenile offenders or staff members, or that could threaten the security of the facility.

4.1.6 Vendor must provide monthly reports and statistics on transportation activities and costs as well as healthcare activities and costs.

4.1.7 Vendor must employ security staff who have qualifications equivalent to the Agency’s qualifications for correlating positions. Agency’s job description/requirements are attached as Attachment B.

4.1.8 Vendor must be responsible for supervising all contractors and employees to ensure that all operations are conducted in accordance with this contract, applicable federal, state, and local laws, and Agency policies and procedures. Vendor must ensure compliance with Agency policy regarding employee qualifications, training, and standards of conduct. All Vendor security staff must undergo a pre-employment psychological evaluation and are subject to re-evaluation as deemed necessary. All screening or evaluations shall be at Vendor’s expense.

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Pre-employment psychological tests can be conducted by Vendor but will be reviewed by Agency prior to hiring. Vendor will conduct NCIC and DHHR Child Abuse background checks on all potential job candidates prior to employment.

Security and treatment staff must be required to attend the Agency's training academy at no cost to the Vendor, except Vendor shall pay employee's wages and travel expenses.

Vendor must provide staff uniforms that are distinct and consistent for all security staff.

4.1.9 Vendor's Facility Director, or designee, must attend all Agency's Leadership Meetings. Meetings are held three (3) to four (4) times per year for a duration of two (2) to three (3) days each. Vendor is responsible for Facility Director's wages and travel expenses.

4.1.10 Staffing Plan – Based on the daily census of juvenile offenders housed at the facility, vendor must meet the minimum required staffing plan. Vendor must have at all times, a minimum of one (1) male and one (1) female security staff on duty. Vendor may employ full-time or part-time staff.

4.1.10.1 Minimum staffing pattern for the security of the facility is one (1) staff per every eight (8) juvenile offenders during the waking hours from 7:00am to 11:00pm daily. One (1) staff member is required during 11:00pm to 7:00am for every twelve (12) juvenile offenders, two (2) of which must be female staff.

4.1.10.2 The following positions are required for security and treatment. Said position requirements and duties must mimic the Agency's current job descriptions

4.1.10.2.1 Thirty (30) Correctional Officer positions,

4.1.10.2.2 Three (3) Counselor positions,

4.1.10.2.3 One (1) Case Manager,

4.1.10.2.4 One (1) Unit Manager.

Although part-time staff are allowed, Vendor must not utilize part-time staff to the extent that the continuity of care is impaired or that part-time staff is not adequately experienced with the specialized nature of the services required for the secure detention unit

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management, and transportation services. The Agency will audit the Vendor's use of part-time staff to determine the impact on the quality of care being provided and to ensure required staffing patterns are met.

- 4.1.11** Vendor's price must be a fixed daily rate per resident/bed, which includes room and board, food, medical, mental health services, security, recreation, secure transportation, supervision, and administrative costs. Vendor must bill bi-monthly, listing medical and mental health costs on a separate line item.
- 4.1.12** The provisions below outline the per diem allowances and payments.
 - 4.1.12.1** Juvenile offenders admitted to the facility, but released within two (2) hours, will not be charged to the Agency.
 - 4.1.12.2** Juvenile offenders admitted to the facility prior to 6:00pm will be charged at the appropriate per diem rate, provided the offender remains in excess of two (2) hours.
 - 4.1.12.3** Juvenile offenders admitted after 6:00pm but are released prior to 10:00am the following morning, will be charged for one (1) day per diem.
 - 4.1.12.4** Juvenile offenders admitted after 6:00pm but are released after 10:00am the following morning, will be charged for two (2) days per diem.
 - 4.1.12.5** Juvenile offenders that are transported outside of the facility on their release date will be charged based on the time the physical custody changes. No charge for that day if the juvenile offender is released prior to 10:00am.
- 4.1.13** Vendor must be responsible for the maintenance of the facility in order to maintain a safe and secure facility to meet NCCHC, ACA, CIYJ standards. The Agency will conduct random inspections throughout the duration of said contract. If deficiencies are discovered, Agency will provide a report to the Vendor and said deficiencies must be corrected within sixty (60) days. If the deficiencies are severe, the Vendor will be directed on a timeframe to correct the severe deficiencies.
- 4.1.14** Agency must have the right to audit and monitor the records of the Vendor to ensure the Vendor is meeting all requirements of said contract.

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- 4.1.15 In accordance with the Prison Rape Elimination Act (PREA), the Vendor must adopt and comply with all Agency PREA Standards established by the United States Department of Justice. The Vendor must allow the Agency to monitor and provide technical support to the Vendor in an effort to achieve compliance with PREA standards. The Vendor must comply with all Agency policies, including Policy 430.00 Prison Rape Elimination Act (See Attachment C).
- 4.1.16 Vendor must staff its facility in accordance with BJS Protocol 128.00 – Protocol (See Attachment D).
- 4.1.17 Agency must conduct a post award conference with the successful vendor to ensure clear, concise, and mutual understanding of all contract terms & conditions.
- 4.1.18 Agency and Vendor must conduct quarterly meetings after implementation of services to ensure compliance of contract terms.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides that Contract Services meeting the mandatory requirements and specifications as outlined in this RFQ with the lowest overall total cost as shown on the Pricing Page – Exhibit A.
- 5.2 **Pricing Page:** Vendor must complete the Pricing Page. Vendor must complete the Pricing Page in its entirety as failure to do so will result in Vendor's bids being disqualified.

The Pricing Page contains a list of Contract Services, Vendor must enter a flat daily unit rate for each service being sought.

Vendor should electronically enter the information into the Pricing Page through wvOasis, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following email address: Herbert.M.Skeens@wv.gov.

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- 5.3 Consumer Price Index (CPI):** Said contract shall be for a base period of one (1) year with four (4) one (1) year renewal options. Automatic renewals are prohibited. Vendor and Agency must mutually agree in writing to the renewal of said contract. There shall be no price increases within the first twelve (12) months from the date of the award of the contract.

After the expiration of the initial twelve (12) month period, the Vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing. Said price adjustment will be evaluated bases on the prior year Consumer Price Index compared to the current year Consumer Price Index, or 3% whichever is less. All price adjustments must be approved by the Agency prior to implementation, at Agency's sole discretion. Approval of price adjustments is not guaranteed. Agency will issue a Change Order to said contract for any approve price adjustments.

- 6. PAYMENT** - Agency shall pay per diem rates as outlined in this RFQ and reflected on the attached Pricing Page – Exhibit A for all Contract Services performed and accepted under this contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7. PERFORMANCE** – Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 8. TRAVEL** – Vendor must be responsible for all mileage and travel costs, including travel time associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rated listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS** – Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform services.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement for, if the cards or keys become lost or stolen.
- 9.3** Vendor must notify Agency immediately of any lost, stolen, or missing card or key.

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9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor must inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this contract.

10.1.1 Failure to perform the Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

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11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Linda Scott
Telephone Number:	1-304-232-3441
Fax Number:	1-304-233-3371
Email Address:	linda.l.scott@wv.gov

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Attachment A

Policy Directive 200.00 – Physical Plant

GENERAL DISTRIBUTION

**WEST VIRGINIA
DIVISION OF CORRECTIONS
& REHABILITATION**

NUMBER: 200.00

EFFECTIVE DATE: 06 September 2023

SUBJECT: PHYSICAL PLANT

POLICY DIRECTIVE

PURPOSE:

To establish the physical plant requirements for all Division of Corrections and Rehabilitation facilities that promote safety, security, program function and access.

REFERENCE:

64CSR18 Title 64 Legislative Rule of the Bureau for Public Health; 87CSR1 Title 87 Legislative Rule of the State Fire Commission; 87CSR4 Title 87 Legislative Rule of the State Fire Commission; 101CSR1 Title 101 Legislative Rule of the Juvenile Facilities Standards Commission; *Title II of the Americans with Disabilities Act of 1990*, as amended, 42 U.S.C. §§12101 *et seq.* (ADA); and Prison Rape Elimination Act (PREA) §§115.18 and 115.318.

RESPONSIBILITY:

Superintendents are responsible for enacting facility-specific Operational Procedures to ensure compliance with this Policy Directive.

CANCELLATION:

Any previous written instruction on the subject including DCR Policy Directive 200.00, dated 01 April 2021.

APPLICABILITY:

All facilities within the Division of Corrections and Rehabilitation (DCR). This Policy is available for general distribution.

DEFINITIONS:

None.

POLICY:

- I. All facilities shall comply with applicable federal, state, and local building, fire, sanitation, health and safety codes where promulgated to help ensure the safety of all persons within the facility. The authority having jurisdiction documents compliance. All documentation (e.g., inspection reports, license, letters, certificates of compliance, etc.) shall be maintained by the facility.
 - A. When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates and residents from sexual abuse.
 - B. When considering any new construction, renovation, alteration, or additions to the physical plant, Superintendents shall ensure the Director of Safety, Director of Construction and Engineering, Director of Security Services, and the Director of PREA Compliance are notified.
 - C. Plans and specifications for all new facilities shall be submitted to the State Fire Marshal's office for review prior to the start of construction. No facility shall be occupied until a Certificate of Occupancy is issued by the Fire Marshal's office.
 - D. All facilities shall be inspected by the governmental agencies having jurisdiction over the required intervals specified by such agencies. All regulatory/inspection reports shall be reviewed, and corrective action initiated if warranted.
 - E. Copies of all regulatory/inspection reports (e.g., BRIM annual inspections, Fire Marshal inspections, DHHR annual general sanitation inspections, food service inspections, US Marshal's Service inspections, etc.) received by facilities shall be provided to the Director of Safety or designee and the applicable Assistant Commissioner.
 - F. Corrective action plans shall be submitted as requested/required with copies provided to the Director of Safety or designee and the applicable Assistant Commissioner.
- II. Physical plant design facilitates personal contact and interaction between staff and inmates/residents. Separation of supervising staff from inmates/residents limits staff awareness of conditions on the housing unit.
 - A. The maximum size of a housing unit is variable and based on the characteristics of its inmate/resident population.
 - B. Characteristics to be considered are the security classification of the inmate/resident occupants (higher security levels require smaller unit size), and the ability of staff to complete regular security checks, maintain visual and auditory contact, maintain

personal contact and interaction with inmates/residents, and be aware of unit conditions.

- III. Inmate/resident housing areas provide each inmate/resident a sleeping surface; writing surface and proximate area to sit; and storage for clothing and personal items.
 - A. Male and female inmates/residents shall be housed in separate cells/rooms.
 - B. Single-occupancy cells/rooms shall be available, when indicated by the classification system, medical diagnosis, or other professional conclusion, for sexual predators; inmates/residents with severe medical disabilities or serious mental illness; and inmates/residents who are likely to be exploited or victimized by others or have other special needs for single housing.
 - C. Dayrooms with space for varied activities are situated adjacent to the sleeping areas. Dayrooms provide sufficient seating and writing surfaces and all furnishings are consistent with the custody level of the inmates/residents assigned.
 - D. Inmates/residents have access to toilets and hand-washing facilities twenty-four (24) hours per day and are able to use toilet facilities without staff assistance when they are confined in their cells/sleeping areas.
 - E. Inmates/residents have access to operable washbasins with hot and cold running water in the housing units.
 - F. Inmates/residents have access to operable showers with temperature-controlled hot and cold running water. Water for showers is thermostatically controlled to temperatures ranging from 100 - 120 degrees Fahrenheit to ensure the safety of inmates/residents and to promote hygienic practices.
 - G. Inmates/residents with disabilities are housed in a manner that provides for their safety and security. Housing used by inmates/residents with disabilities is designed for their use and provides for integration with other inmates/residents.
 - H. Facilities shall use a standardized system of alphabetic letters and numbers for identifying each room/cell, section, pod, dorm, etc. This identifier will be displayed in such a way that staff and inmates/residents can quickly and easily identify each area.
- IV. Environmental conditions significantly influence the overall effectiveness of institutional operations. Standards for lighting, air quality, temperature, and noise levels are designed to preserve the health and well-being of inmates/residents and staff members and to promote institutional order and security.
 - A. Lighting throughout the facility is determined by the tasks to be performed (e.g., surfaces to write/desks, personal grooming areas, etc.)

- B. All inmate/resident rooms/cells provide the occupants with access to natural light.
 - C. Noise levels in housing units allow for restful sleep during night-time hours.
 - D. A ventilation system shall provide outside, or recirculated filtered air as required by the State Building Code.
 - E. Temperatures in indoor living and work areas are appropriate to seasonal comfort zones.
- V. Adequate space is provided for the various program and service functions conducted within each facility.
- A. Outdoor exercise areas for general population inmates/residents are provided in sufficient numbers to ensure that each inmate/resident is offered at least one hour of access daily. Use of outdoor areas is preferred but covered/enclosed areas may be available for use in inclement weather. Covered/enclosed areas can be designed for multiple uses as long as the design and furnishings do not interfere with scheduled exercise activities. Exercise/recreation spaces are not the same as dayrooms, although dayrooms may provide added opportunities for some exercise and recreation activities.
 - B. Sufficient space is provided for visiting rooms or area for contact visiting and, if necessary, noncontact visiting. There is adequately designed space to permit screening and searching of both inmates/residents and visitors. Space is provided for the proper storage of visitors' coats, handbags, and other personal items not allowed into the visiting area.
 - C. Areas are designated for programming such as educational classes, vocational training, and other inmate/resident group programs. This may be accomplished by multi-purpose rooms or areas.
 - D. There is space for group dining except when security or safety considerations justify otherwise, and the space is large enough to allow for meals to be served, affording each inmate/resident the opportunity to have at least twenty (20) minutes of dining time for each meal.
 - E. There are sanitary, temperature-controlled facilities for the storage of all foods. The food preparation area includes a space for food preparation based on population size, type of food preparation, and methods of meal service. Toilet and washbasin facilities are available to food service personnel and inmates/residents in the vicinity of the food preparation area.
 - F. Adequate space is provided for janitorial closets accessible to the living and activity areas. The closets are equipped with a sink and cleaning implements.

- G. Space is provided in each facility to store and issue clothing, bedding, cleaning supplies, and other items required for daily operations.
 - H. Space is provided for storing the personal property of inmates/residents safely and securely.
 - I. Separate and adequate space is provided for mechanical and electrical equipment.
 - J. Firearms, chemical agents, and related security items are stored in a secure but readily accessible depository outside of inmate/resident housing and activity areas.
- VI. All levels of staff are provided with adequate space to carry out their responsibilities safely and effectively. This shall include:
- A. An area, room and/or employee lounge that offers privacy from inmates/residents and provides space for meals.
 - B. An area designated for employee training.
 - C. Space for shift-change briefings.
 - D. Toilets and washbasins that are not used by inmates/residents.
- VII. Reasonable accommodation shall be made to ensure that all parts of facilities that are accessible to the public are accessible and usable by staff and visitors with disabilities.
- VIII. The perimeter of all facilities shall be controlled by appropriate means to provide that inmates/residents remain within the perimeter and to prevent access by the general public without proper authorization.
- A. The means chosen to ensure perimeter security should reflect the facility's needs based on size and the degree of security required.
 - B. Perimeter surveillance can be maintained through watch towers, mechanical surveillance devices (e.g., electronic, pressure, or sound detection systems), mobile patrolled, or some combinations of these techniques.
 - C. All areas adjacent to the perimeter should be visible under all conditions.
 - D. Pedestrians and vehicles shall enter and leave at designated points in the perimeter.
 - E. Sally ports shall constitute the only breaches in the perimeter of maximum-security facilities.

- IX. There shall be a written preventative maintenance plan for each facility that includes provisions for the routine maintenance and replacement of equipment and for emergency repairs or replacement in emergency situations.
- A. This plan shall be designed to prolong the useful life of all equipment by performing predetermined and scheduled inspections.
 - B. Corrective maintenance and/or repair work will be completed based on inspection reports and the facility's needs.
 - C. Facility personnel shall timely notify maintenance personnel of any maintenance repair needs which they become aware of through the established method.

ATTACHMENT(S):

None.

APPROVED SIGNATURE: _____

William K. Marshall III

William K. Marshall III, Commissioner

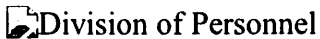
Sept 6, 2023

Date

REQUEST FOR QUOTATION
ARFQ 0608 DCR2500000087
Secure Detention Services & Rehabilitation

Attachment B

Agency's Job Description/Requirements



West Virginia

Correctional Officer 1

CLASS CODE

8911

SALARY

\$2,627.75 - \$4,493.00 Monthly

\$31,533.00 - \$53,916.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

June 28, 2018

CLASS CODE 8911

SALARY

\$2,627.75 - \$4,493.00 Monthly

\$31,533.00 - \$53,916.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE June 28, 2018

Nature of Work

Under direct supervision, performs beginning level Correctional Officer work. The employee is responsible for enforcing rules, regulations and state law necessary for the control and management of offenders and the maintenance of public safety. The probationary period is twelve months. Performs related work as required.

Distinguishing Characteristics:

This is the entry level into the Correctional Officer series. These positions are considered to be functioning at the trainee level until the supervising officer determines that the Correctional Officer 1 can function independently.

Example of Work

- Learns to implement training materials, post orders, administrative regulations, log entries and/or memoranda.
- Learns to obtain information from previous shift regarding activities occurring on that shift.
- Learns to observe and monitor offenders to detect unusual or prohibited behavior and maintains custody and control within the correctional facility.
- Learns to perform counts at regular, or other, intervals to insure offender accountability.
- Escorts offenders to and from various facility areas; learns to search persons, personal property and areas.
- Learns to supervise offenders in performing assigned tasks.
- Learns to conduct and assists with intake/discharge procedures for offenders.
- Maintains public safety and control of offenders by enforcing rules, regulations and state law; reports violations.

- Testifies at internal disciplinary hearings and in court.
- Learns to transport offenders to and from correctional facilities.
- Learns to listen and respond appropriately to offender requests, problems and complaints.
- Learns to model appropriate personal and social living skills when interacting with offenders.
- Learns to recognize and respond to potential or actual emergencies, such as, but not limited to, fires, physical altercations, disturbances, or escapes in a manner that is consistent with policy, procedure and state law and ensures public safety.
- Participates in staff, team and committee meetings.
- Handles and operates security/communications equipment and/or firearms as directed and in a manner that is consistent with policy, procedure and state law and ensures public safety.
- Learns to inspect, inventory, maintain physical control of, and log keys, tools, weapons and related equipment.
- Learns to report damaged or missing items or other noted irregularities.
- Learns to perform safety and sanitation inspections.
- Oversees cleaning of facility areas and inmate hygiene activities.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of rules, regulations and state law.
- Ability to read and understand training materials, policies, procedures and related written material.
- Ability to follow verbal instructions and written directives and to follow a formal chain of command.
- Ability to enforce rules, regulations and state law.
- Ability to provide an accurate count of offenders.
- Ability to safely handle and use mechanical restraints, intermediate weapons and firearms and be certified as required.
- Ability to operate a motor vehicle.
- Ability to run, jump, climb stairs and physically restrain violent offenders.
- Ability to plan, organize and direct offender activities and work details.
- Ability to resolve offender problems and conflicts and to handle requests.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Conditions of Employment:

- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.
- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.
- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.

- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner, or as may be required by law, rule, or standard.
- Applicants must possess the ability to perform the essential functions and tasks of the classification.

Other Information

PG: 9 \$31,533 - \$53,916

Market Rate: \$48,122

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$47,900.32 upon hire and \$50,400.272 after 6 months - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$42,900.208 upon hire and \$45,400.16 after 6 months - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

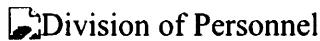
Probationary period 1 year

Supplemental Information

Established: 08/19/1993

Revised: 05/01/1994; 08/02/1994; 12/04/1995; 08/15/1996; 10/06/1997; 07/01/2004;
01/18/2008; 05/06/2000; 08/09/2012; 07/22/2015; 06/29/2018

Effective: 06/29/2018



West Virginia

Correctional Officer 2

CLASS CODE

8912

SALARY

\$2,738.50 - \$4,697.75 Monthly

\$32,862.00 - \$56,373.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

June 28, 2018

CLASS CODE 8912

SALARY

\$2,738.50 - \$4,697.75 Monthly

\$32,862.00 - \$56,373.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE June 28, 2018

Nature of Work

Under direct supervision, performs full-performance level Correctional Officer work in enforcing rules, regulations and state law necessary for control and management of offenders and the maintenance of public safety. Performs related work as required.

Distinguishing Characteristics:

These positions operate at the full-performance level within the Correctional Officer class series.

Example of Work

- Reads and implements training materials; posts orders, administrative regulations; logs entries and memorandums.
- Obtains information from previous shift regarding activities occurring on that shift.
- Conducts/assists with offender intake/discharge procedures; observes, monitors and supervises offenders to detect unusual or prohibited behavior and maintains custody and control within the correctional facility.
- Performs counts at regular, or other, intervals to ensure offender accountability; transports offenders to and from correctional facilities; searches persons, personal property and areas; instructs and supervises offenders in performing assigned tasks.
- Maintains public safety and control of offenders by enforcing rules, regulations and state law; reports violations.
- Testifies at internal disciplinary hearings and in court.
- Listens and responds appropriately to offender requests, problems and complaints.
- Models appropriate personal and social living skills when interacting with offenders.
- Participates in staff, team and committee meetings.

- Recognizes and responds to potential or actual emergencies such as, but not limited to, fires, physical altercations, disturbances or escapes in a manner that is consistent with policy, procedure and state law and ensures public safety.
- Handles and operates security/communications equipment and/or firearms as directed in a manner which is consistent with policy, procedure and state law and which ensures public safety.
- Inspects, inventories, maintains physical control of and logs keys, tools, weapons and related equipment; reports damaged or missing items or other irregularities.
- Performs safety and sanitation inspections; oversees cleaning of institutional areas and inmate hygiene activities.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of rules, regulations and state law.
- Knowledge of emergency procedures.
- Ability to follow and issue written and oral direction within the chain of command.
- Ability to interact positively with staff, inmates and the public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to operate a motor vehicle.
- Ability to use appropriate physical force to control offenders when necessary.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct correct contraband searches.
- Ability to perform accurate offender counts.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Experience: One (1) year of full-time or equivalent part-time paid experience as a correctional officer, probation/parole officer, any US Military Service (Part-time National Guard service may be included as military service using the Division of Personnel's internal conversion calculation), police officer or in criminal justice or related field.

Substitution: Successfully completed coursework from a regionally accredited college or university in corrections, criminal justice or related field may be substituted at the rate of one (1) year for every thirty (30) hours of study.

Conditions of Employment:

- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.
- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.

- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirement and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule, or standard.
- Applicants must possess the ability to perform the essential functions and tasks of the classification.

Other Information

PG: 10 \$32,862 - \$56,373

Market Rate: \$50,288

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$52,900.432 upon hire/reallocation and \$54,400.32 after 6 months - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$47,900.32 upon hire/reallocation and \$49,400.208 after 6 months - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

Probationary period 1 year

Supplemental Information

Established: 8/19/1993

Revised: 05/01/1994; 08/02/1994; 12/04/1995; 10/06/1997; 10/02/2000; 07/01/2004; 01/18/2008; 05/06/2010; 08/09/2012; 05/03/2016; 06/29/2018

Effective: 06/29/2018

- Observe offenders to detect unusual or prohibited behavior and maintain custody and control within the correctional facility.
- Perform and train subordinate officers to conduct offender counts and offender escort/transport security.
- Perform and train subordinate officers to conduct contraband searches.
- Instruct offenders in performing assigned tasks.
- Maintain public safety and control of offenders by ensuring the enforcement of rules, regulations and state law; report violations.
- Testify in internal disciplinary hearings and in court.
- Listen and respond appropriately to offender requests, problems and complaints.
- Models appropriate personal and social living skills when interacting with offenders.
- Recognize and train subordinate officers to respond to potential or actual emergencies, such as but not limited to, fires, physical altercations, disturbances or escapes in a manner that is consistent with policy, procedure and state law and ensure public safety.
- Handles and operate security/communications equipment and/or firearms as directed in a manner that is consistent with policy, procedure and state law and ensures public safety.
- Conduct incident inquiries/investigations as assigned.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of rules, regulations and state law.
- Skill in locating and identifying contraband.
- Ability to operate a motor vehicle.
- Ability to train subordinate officers on the rules, regulations and state law.
- Ability to lead subordinate staff and offender activities and work details.
- Ability to resolve offender and subordinate staff problems and conflicts.
- Ability to follow and issue written and oral direction within a formal chain of command.
- Ability to interact positively with staff, inmates and the public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to use appropriate physical force to control offenders when necessary.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct correct contraband searches.
- Ability to write routine reports and complete standard forms.
- Ability to read, understand and apply training and directive materials.
- Ability to complete tasks in a specialized assignment.
- Ability to communicate effectively, both orally and in writing

Minimum Qualifications

Training: High school diploma or the equivalent.

AND

Experience: Two (2) years of full-time or equivalent part-time paid experience as a Correctional Officer, probation/parole officer, U.S. Military Service, police officer or in a criminal justice or related field.

OR

Substitution: Successfully completed coursework from an accredited college or university in corrections, criminal justice or related field may be substituted for the required experience at the rate of one (1) year for every thirty (30) semester hours of study.

Conditions of Employment

- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.
- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.

- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment. All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- All employees assigned to the K9 unit shall qualify with the agency issued handgun, shotgun, and basic rifle prior to graduation from the Special Operations Basic Course and at least semi-annually thereafter."
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act. Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them. Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule or standard.
- Applicants shall successfully complete a Supervisor Training Course within six (6) months of reallocation.

Other Information

PG: 11 \$34,247 - \$58,936

Market Rate: \$52,545

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$55,900.416 upon hire/reallocation - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$50,900.304 upon hire/reallocation - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- Employees in this classification shall receive an annual base building pay differential of \$250 on July 1st, beginning July 1, 2024. This pay differential shall be allowed to take DCR employees' salaries above the maximum of the compensation range.
- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

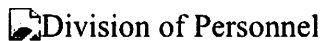
Probationary period 1 year

Supplemental Information

Established: 08/19/1993

Revised: 05/01/1994; 08/02/1994; 12/04/1995; 10/06/1997; 10/02/2000;
07/01/2004; 02/14/2008; 05/06/2009; 08/09/2012; 05/03/2016; 06/29/2018;
07/26/2022

Effective: 07/26/2022



West Virginia

Correctional Officer 4

CLASS CODE

8914

SALARY

\$2,975.17 - \$5,135.67 Monthly

\$35,702.00 - \$61,628.00 Annually

ESTABLISHED DATE

March 31, 1994

REVISION DATE

June 28, 2018

CLASS CODE 8914

SALARY

\$2,975.17 - \$5,135.67 Monthly

\$35,702.00 - \$61,628.00 Annually

ESTABLISHED DATE March 31, 1994

REVISION DATE June 28, 2018

Nature of Work

Under general supervision, serves as a shift or unit supervisor. These positions supervise the enforcement of rules, regulations and state law necessary for the control and management of offenders and the maintenance of public safety by supervising and reviewing the work of subordinates to ensure the orderly functioning of a facility or unit. Performs related work as required.

Distinguishing Characteristics:

Factors such as size of correctional officer complement or offender population are considered in determining assignment of a position to this rank. These positions act in a supervisory capacity and holds the assigned rank of Sergeant.

Example of Work

- Supervises orientation and/or on-the-job training of subordinate officers.
- Maintains public safety and control of offenders by efficiently supervising the enforcement of rules, regulations and state law.
- Conducts roll call and obtains pertinent information from previous shift to communicate to staff coming on duty.
- Assigns duties to subordinates and supervises work performed.
- Ensures adequate coverage of posts, prepares work schedules, makes required adjustments and maintains attendance records.
- Ensures subordinates complete required training.
- Ensures performance evaluations are completed; recommends staff commendations and disciplinary action.

- Makes referrals to employee assistance program; Performs supervisory duties related to the security of a facility.
- Conducts or supervises inquiries or investigations and takes appropriate action.
- Chairs or participates in staff, team or committee meetings.
- Ensures security of perimeter and points of ingress/egress.
- Recognizes and directs the response to potential or actual emergencies such as, but not limited to fires, physical altercations, disturbances or escapes in a manner consistent with policy procedure and state law.
- Ensures offender escort/transport security.
- Ensures key and weapon control.
- Handles and operates security/communications equipment and/or firearms as required and, in a manner, consistent with policy and procedure.
- Participates in or conducts segregation reviews.
- Testifies at internal disciplinary hearings and in court.
- Ensures monitoring of disruptive and high-profile offenders.
- Initiates and supervises contraband searches.
- Initiates offender counts to verify location and status of offenders.
- Ensures housekeeping, security and safety policies are enforced.
- Assists in selection, hiring and promotion of staff.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of rules, regulations and state law.
- Knowledge of emergency procedures.
- Ability to effectively plan, assign, supervise and direct subordinate staff.
- Ability to supervise enforcement of rules, regulations and state law.
- Ability to plan, organize and direct subordinate staff and offender activities and work details.
- Ability to resolve offender and subordinate staff problems and conflicts.
- Ability to follow and issue written and oral direction within a formal chain of command.
- Ability to interact positively with staff, inmates and the general public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to use appropriate physical force to control offenders when necessary.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct correct contraband searches.
- Ability to use a computer terminal for entry and retrieval of data.
- Ability to initiate and supervise accurate offender counts.
- Ability to initiate and supervise contraband searches.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Experience: Four (4) years of full-time or equivalent part-time paid experience as a correctional officer, probation/parole officer, any US Military Service (Part-time National Guard service may be included as military service using the Division of Personnel's internal conversion calculation), police officer or in criminal justice or related field.

Substitution: Successfully completed coursework from a regionally accredited college or university in corrections, criminal justice or related field may be substituted for the required experience at a rate of one (1) year for every thirty (30) hours of study.

Conditions of Employment:

- Applicants must successfully complete competitive promotion selection process governed by agency policy.
- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.
- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.
- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule or standard.
- Applicants must possess the ability to perform the essential functions and tasks of the classification.
- Applicants shall successfully complete a Supervisor Training Course within six (6) months of promotion.

Other Information

PG: 12 \$35,702 - \$61,628

Market Rate: \$54,918

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$57,900.336 - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$52,900.224 - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- Employees in this classification shall receive an annual base building pay differential of \$250 on July 1st, beginning July 1, 2024. This pay differential shall be allowed to take DCR employees' salaries above the maximum of the compensation range.
- Any Correctional Officer promoted into the Correctional Officer 4, 5, 6, and 7 classifications shall receive the special hiring rate and then have the total amount of their annual base building pay

differential applied to their new salary.

- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

Probationary period 1 year

Supplemental Information

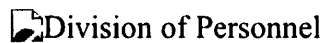
Established: 04/01/1994

Revised: 05/01/1994; 08/02/1994; 08/03/1994; 08/04/1994; 12/04/1995; 10/06/1997;

10/02/2000; 07/01/2004; 02/14/2008; 05/06/2009; 08/09/2012; 05/03/2016;

06/29/2018

Effective: 06/29/2018



West Virginia

Correctional Officer 5

CLASS CODE

8915

SALARY

\$3,128.00 - \$5,418.33 Monthly

\$37,536.00 - \$65,020.00 Annually

ESTABLISHED DATE

March 31, 1994

REVISION DATE

June 28, 2018

CLASS CODE 8915

SALARY

\$3,128.00 - \$5,418.33 Monthly

\$37,536.00 - \$65,020.00 Annually

ESTABLISHED DATE March 31, 1994

REVISION DATE June 28, 2018

Nature of Work

Under general supervision, performs administrative or supervisory duties as a shift or unit supervisor, Chief Correctional Officer, or in a mid-level specialized supervisory or administrative position. The officer manages or supervises the enforcement of rules, regulations and state law necessary for the control and management of offenders and the maintenance of public safety. The officer plans, directs and reviews the work of subordinates or performs administrative duties related to the security or operation of a specialized unit. Performs related work as required.

Distinguishing Characteristics:

Factors such as size of correctional officer complement or offender population are considered in determining assignment of a position to this rank. Holds the assigned rank of Lieutenant.

Example of Work

- Ensures security of perimeter and points of ingress/egress.
- Identifies posts and ensures adequate coverage; ensures controls are in place regarding searches to detect and discourage the introduction, manufacturing and trafficking.
- Functions as the designee for chief executive officer of the operational unit, as directed.
- Maintains public safety and control of offenders through efficient management of correctional officer work force.
- Conducts, assigns, supervises and/or evaluates required security audits and inspections and takes appropriate follow-up action.
- Chairs or participates in staff team or committee meetings.
- Conducts, assigns, supervises and or evaluates inquiries or investigations and takes appropriate action.

- Participates in or conducts segregation reviews.
- Testifies at internal disciplinary hearings and in court.
- Ensures monitoring of disruptive and high-profile offenders.
- Assists in selection, hiring and promotion of staff.
- Prepares work schedules, makes required adjustments and maintains leave, overtime and attendance records; ensures equitable rotation of correctional officers.
- Ensures subordinates complete required training.
- Ensures performance evaluations are completed; delegates and monitors subordinates' assignments; recommends staff commendations and disciplinary actions.
- Encourages staff mentoring, development and advancement.
- Listens to problems and concerns of staff and resolves them through appropriate action; makes referrals to employee assistance programs.
- Recognizes and directs the response to potential or actual emergencies such as, but not limited to fires, physical altercations, disturbances or escapes in a manner consistent with policy procedure and state law.
- Ensures offender escort/transport security.
- Ensures key and weapon control.
- Handles and operates security/communications equipment and/or firearms as required, and in a manner, consistent with policy procedure.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of policy directives of the agency and pertinent sections of the West Virginia State Code.
- Ability to organize, plan, delegate and supervise to effectively utilize human and material resources.
- Ability to follow and issue written and oral direction within a formal chain of command.
- Ability to recognize, correctly assess, respond to and direct the action of subordinates during potential and actual emergencies such as, but not limited to fires, altercations, disturbances or escapes in manner consistent with policy and procedure which ensures public safety.
- Ability to interact positively with staff, inmates and the general public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to conduct training of employees.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct correct contraband searches.
- Ability to use a computer terminal for entry and retrieval of data.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Experience: Five (5) years of full-time or equivalent part-time paid experience as a correctional officer, probation/parole officer, any US Military Service (Part-time National Guard service may be included as military service using the Division of Personnel's internal conversion calculation), police officer or in criminal justice or related field.

Substitution: Successfully completed coursework from a regionally accredited college or university in corrections, criminal justice or related field may be substituted for the required experience at a rate of one (1) year for every thirty (30) hours of study.

Conditions of Employment:

- Applicants must successfully complete competitive promotion selection process governed by agency policy.

- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.
- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.
- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule, or standard.
- Applicants must possess the ability to perform the essential functions and tasks of the classification.
- Applicants shall successfully complete a Supervisor Training Course within six (6) months of promotion.

Other Information

PG: 13 \$37,536 - \$65,020

Market Rate: \$57,907

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$59,900.256 - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$54,900.144 - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- Employees in this classification shall receive an annual base building pay differential of \$250 on July 1st, beginning July 1, 2024. This pay differential shall be allowed to take DCR employees' salaries above the maximum of the compensation range.
- Any Correctional Officer promoted into the Correctional Officer 4, 5, 6, and 7 classifications shall receive the special hiring rate and then have the total amount of their annual base building pay differential applied to their new salary.

- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

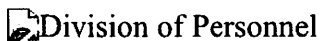
Probationary period 1 year

Supplemental Information

Established: 04/01/1994

Revised: 05/01/1994; 08/02/1994; 08/03/1994; 08/04/1994; 12/04/1995; 10/06/1997;
10/02/2000; 07/01/2004; 02/14/2008; 05/06/2009; 08/09/2012; 05/03/2016;
06/29/2018

Effective: 06/29/2018



West Virginia

Correctional Officer 6

CLASS CODE

8916

SALARY

\$3,288.42 - \$5,715.17 Monthly

\$39,461.00 - \$68,582.00 Annually

ESTABLISHED DATE

March 31, 1994

REVISION DATE

June 28, 2018

CLASS CODE 8916

SALARY

\$3,288.42 - \$5,715.17 Monthly

\$39,461.00 - \$68,582.00 Annually

ESTABLISHED DATE March 31, 1994

REVISION DATE June 28, 2018

Nature of Work

Under general supervision, performs administrative duties as shift or unit supervisor, Chief Correctional Officer or in a related administrative capacity. The officer manages the enforcement of institution rules and regulations necessary for the control of offenders and the maintenance of public safety. The officer plans, directs and reviews the work of subordinates to ensure the overall orderly function of a facility or a specialized unit. Performs related work as required.

Distinguishing Characteristics:

Factors such as complexity of duties, size or correctional officer complement or offender population assist in determining assignment of this rank classification to a specific position. Holds the assigned rank of Captain.

Example of Work

- Ensures security of perimeter and points of ingress/egress.
- Identifies posts and ensures adequate coverage.
- Ensures controls are in place regarding searches to detect and discourage the introduction, manufacturing and trafficking of contraband.
- Functions as the designee for chief executive officer of the operational unit, as directed.
- Maintains public safety and control of offenders through efficient management of correctional officer work force.
- Conducts, assigns, supervises and/or evaluates required security audits and inspections and takes appropriate follow-up action.
- Conducts, assigns, supervises and or evaluates inquiries or investigations and takes appropriate action.

- Participates in or conducts segregation reviews.
- Testifies at internal disciplinary hearings and in court.
- Ensures monitoring of disruptive and high-profile defenders.
- Assists in selection, hiring and promotion of staff.
- Prepares work schedules, makes required adjustments and maintains leave, overtime and attendance records; ensures equitable rotation of correctional officers.
- Ensures subordinates complete required training.
- Ensures performance evaluations are completed; delegates and monitors subordinates' assignments; recommends staff commendations and disciplinary actions.
- Encourages staff mentoring, development and advancement.
- Listens to problems and concerns of staff and resolves them through appropriate action; makes referrals to employee assistance programs.
- Recognizes and directs the response to potential or actual emergencies such as, but not limited to fires, physical altercations, disturbances or escapes in a manner consistent with policy procedure and state law.
- Ensures offender escort/transport security.
- Ensures key and weapon control.
- Handles and operates security/communications equipment and/or firearms as required, and in a manner, consistent with policy procedure.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of policy directives of the agency and pertinent section of the West Virginia State Code.
- Ability to organize, plan, delegate and supervise to effectively utilize human and material resources.
- Ability to follow and issue written and oral direction within a formal chain of command.
- Ability to recognize, correctly assess, respond to and direct the action of subordinates during potential and actual emergencies such as, but not limited to fires, altercations, disturbances or escapes in a manner consistent with policy and procedure which ensures public safety.
- Ability to interact positively with staff, inmates and the general public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct or supervise a proper search of persons, areas and vehicles.
- Ability to use a computer terminal for entry and retrieval of data.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Experience: Six (6) years of full-time or equivalent part-time paid experience as a correctional officer, probation/parole officer, any US Military Service (Part-time National Guard service may be included as military service using the Division of Personnel's internal conversion calculation), police officer, or in criminal justice or related field.

Substitution: Successfully completed coursework from a regionally accredited college or university in corrections, criminal justice or related field may be substituted for the required experience at a rate of one (1) year for every thirty (30) hours of study.

Conditions of Employment:

- Applicants must successfully complete competitive promotion selection process governed by agency policy.
- Applicants must successfully complete a psychological examination prior to appointment as required thereafter.

- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.
- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule, or standard.
- Applicants shall successfully complete a Supervisor Training Course within six (6) months of promotion.

Other Information

PG: 14 \$39,461 - \$68,582

Market Rate: \$61,044

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$61,900.384 - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$56,900.272 - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- Employees in this classification shall receive an annual base building pay differential of \$250 on July 1st, beginning July 1, 2024. This pay differential shall be allowed to take DCR employees' salaries above the maximum of the compensation range.
- Any Correctional Officer promoted into the Correctional Officer 4, 5, 6, and 7 classifications shall receive the special hiring rate and then have the total amount of their annual base building pay differential applied to their new salary.
- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

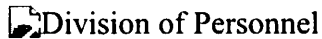
Probationary period 1 year

Supplemental Information

Established: 04/01/1994

Revised: 05/01/1994; 08/02/1994; 08/03/1994; 08/04/1994; 12/04/1995; 10/06/1997;
03/21/2003; 07/01/2004; 05/06/2009; 08/09/2012; 05/03/2016; 06/29/2018

Effective: 06/29/2018



West Virginia

Correctional Officer 7

CLASS CODE

8917

SALARY

\$3,432.83 - \$5,982.42 Monthly

\$41,194.00 - \$71,789.00 Annually

ESTABLISHED DATE

March 31, 1994

REVISION DATE

June 28, 2018

CLASS CODE 8917

SALARY

\$3,432.83 - \$5,982.42 Monthly

\$41,194.00 - \$71,789.00 Annually

ESTABLISHED DATE March 31, 1994
REVISION DATE June 28, 2018

Nature of Work

Under limited supervision, performs administrative duties of the Chief Correctional Officer or functions in a specialized administrative capacity. The officer manages the enforcement of institution rules and regulations necessary for the control of offenders and the maintenance of public safety. The officer plans, directs and reviews the work of subordinates or performs administrative duties related to the security or operation of a specialized unit. Performs related work as required.

Distinguishing Characteristics:

Factors such as size of correctional officer complement or offender population are considered in determining assignment of a position to this rank. This position holds the assigned rank of Major.

Example of Work

- Ensures security of perimeter and points of ingress/egress.
- Identifies posts and ensures adequate coverage.
- Ensures controls are in place regarding searches to detect and discourage the introduction, manufacturing and trafficking in contraband.
- Functions as the designee for chief executive officer of the operational unit, as directed.
- Maintains public safety and control of offenders through efficient management of correctional officer work force.
- Conducts, assigns, supervises and evaluates required security audits and inspections and takes appropriate follow-up action.
- Conducts, assigns, supervises and evaluates inquiries or investigations and takes appropriate action.
- Participates in, or conducts segregation reviews.
- Testifies at internal disciplinary hearings and in court.

- Ensures monitoring of disruptive and high-profile offenders.
- Assists in selection, hiring and promotion of staff.
- Prepares work schedules, makes required adjustments and maintains leave, overtime and attendance records; ensures equitable rotation of correctional officers.
- Ensures subordinates complete required training.
- Ensures performance evaluations are completed; delegates and monitors subordinates' assignments; recommends staff commendations and disciplinary actions.
- Encourages staff mentoring, development and advancement.
- Listens to problems and concerns of staff and resolves them through appropriate action; makes referrals to employee assistance programs.
- Recognizes and directs the response to potential or actual emergencies such as, but not limited to fires, physical altercations, disturbances or escapes in a manner consistent with policy, procedure and state law.
- Ensures offender escort/transport security.
- Ensures key and weapon control.
- Handles and operates security/communications equipment and/or firearms as required and, in a manner, consistent with policy and procedure.

Knowledge, Skills and Abilities

- Knowledge of correctional security, treatment and support program operations.
- Knowledge of policy directives of the agency and pertinent sections of the West Virginia State Code.
- Knowledge of administrative and supervisory principles.
- Ability to organize, plan, delegate and supervise to effectively utilize human and material resources.
- Ability to follow and issue written and oral direction within a formal chain of command.
- Ability to recognize, correctly assess, respond to and direct the action of subordinates during potential and actual emergencies such as, but not limited to fires, altercations, disturbances or escapes in manner consistent with policy and procedure which ensures public safety.
- Ability to interact positively with staff, inmates and the general public.
- Ability to run, jump, climb stairs and physically restrain violent residents.
- Ability to safely handle and use firearms, chemical agents and mechanical restraints and to obtain certification in the use of this equipment.
- Ability to conduct contraband searches according to established procedures.
- Ability to use a computer terminal for entry and retrieval of data.

Minimum Qualifications

Training: Graduation from a standard high school or the equivalent.

Experience: Seven (7) years of full-time or equivalent part-time paid experience as a correctional officer, probation/parole officer, any US Military Service (Part-time National Guard service may be included as military service using the Division of Personnel's internal conversion calculation), police officer or in criminal justice or related field.

Substitution: Successfully completed coursework from a regionally accredited college or university in corrections, criminal justice or related field may be substituted for the required experience at a rate of one (1) year for every thirty (30) hours of study.

Conditions of Employment:

- Applicants must successfully complete competitive promotion selection process governed by agency policy.
- Applicants must successfully complete a psychological examination prior to appointment and as required thereafter.

- Applicants must successfully complete a medical examination prior to appointment and as required thereafter.
- Applicants must successfully complete a physical performance test prior to appointment and annually thereafter.
- Applicants must successfully complete a chemical urinalysis drug-screening test prior to initial employment.
- All employees in this job class shall be subject to random drug testing, as well as drug testing for reasonable suspicion as set forth in agency policy.
- Applicant's character and suitability for employment as a Correctional Officer must be verified through an agency investigation prior to employment.
- Applicant's background must be clear of felony convictions.
- Applicant's background must be clear of any activity prohibited by the Prison Rape Elimination Act.
- Applicants are subject to recurring background checks as may be required by law, rule, standard, or policy.
- Applicants will be required to work various shifts and it is understood schedules are subject to change at any time.
- Applicants are subject to mandatory overtime requirements and must be available for assignment to any location in the State of West Virginia.
- Applicants must possess a valid driver's license prior to appointment and continuously maintain such license while employed in this classification.
- Applicants must maintain a working telephone in order for the agency to contact them.
- Applicants shall successfully complete training as may be required by policies established by the Commissioner or as may be required by law, rule, or standard.
- Applicants must possess the ability to perform the essential functions and tasks of the classification.
- Applicants shall successfully complete a Supervisor Training Course within six (6) months of promotion.

Other Information

PG: 15 \$41,194 - \$71,789

Market Rate: \$63,870

Special Hiring Rates as of 7/1/2024 (SPB 3088-B):

- \$65,439.504 - Critical Vacancy Pay Facilities: Huttonsville Correctional Center and Jail, Mount Olive Correctional Complex and Jail, Western Regional Jail and Corrections Facility, Northern Correctional Facility (including Ohio County Correctional Center), Northern Regional Jail and Correctional Facility, Chick Buckbee Juvenile Center, Vicki Douglas Juvenile Center, Potomac Highlands Regional Jail and Correctional Facility, and Eastern Regional Jail and Corrections Facility (including Martinsburg Correctional Center) (SPB 3088)
- \$60,439.392 - Remainder of the Division of Corrections and Rehabilitation facilities (SPB 3088)

Additional Information, per SPB 3088:

- Upon completion of the first year of continuous service in the position, any employee hired into the rank of the Correctional Officer series shall receive a retention incentive of \$2,000.
- Employees in this classification shall receive an annual base building pay differential of \$250 on July 1st, beginning July 1, 2024. This pay differential shall be allowed to take DCR employees' salaries above the maximum of the compensation range.
- Any Correctional Officer promoted into the Correctional Officer 4, 5, 6, and 7 classifications shall receive the special hiring rate and then have the total amount of their annual base building pay differential applied to their new salary.
- If an employee is hired into a Critical Vacancy Pay Facility (CVPF) and leaves the facility, the additional pay differential of \$5,000 shall be removed from their salary, unless transferring to another CVPF.

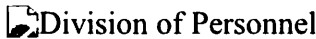
Probationary period 1 year

Supplemental Information

Established: 04/01/1994

Revised: 05/01/1994; 08/02/1994; 08/03/1994; 08/04/1994; 12/04/1995; 10/06/1997;
07/01/2004; 05/06/2009; 08/09/2012; 05/03/2016; 06/29/2018

Effective: 06/29/2018



West Virginia

Correctional Counselor 1

CLASS CODE

8908

SALARY

\$2,738.50 - \$4,697.75 Monthly

\$32,862.00 - \$56,373.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

June 21, 1998

CLASS CODE 8908

SALARY

\$2,738.50 - \$4,697.75 Monthly

\$32,862.00 - \$56,373.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE June 21, 1998

Nature of Work

Under general supervision, provides a variety of counseling services for the inmate population of a correctional facility. Positions may vary as to predominant job function or area of specialization from facility to facility. Areas of specialization include vocational counseling, substance abuse counseling and guidance for inmates on work release. Performs related work as required.

Distinguishing Characteristics:

This is the entry or beginning level of the Correctional Counselor class series. The employee works closely with the immediate supervisor or a senior counselor to learn correctional programs, accepted methods of interaction with inmates and facility security rules and regulations.

Example of Work

- Interviews inmates upon arrival to facility and/or specific program; writes a summary of the session, gathers pertinent information and drafts an outline of proposed treatment, employment strategy or course work.
- Meets with inmates on a regular basis to discuss progress, to assess problems or needs to be addressed and to inform the inmate of changes in program or schedule.
- Maintains records to go into permanent files.
- Writes monthly reports to document work with inmates, achievements in progress, activities held or problems encountered.
- Counsels inmates in crisis situations; deals with potentially violent or suicidal inmates to stabilize their behavior.
- Arranges ministerial, psychological or employment counseling outside the facility.
- Teaches interpersonal skills to help inmates obtain and retain employment.

- May assist correctional officers on living unit.

Knowledge, Skills and Abilities

- Knowledge of the Department of Corrections policies and procedures.
- Knowledge of behavior modification techniques and philosophies used in corrections.
- Knowledge of techniques used in crisis intervention.
- Ability to communicate effectively with a wide variety of people.
- Ability to observe changes in inmate behavior.
- Ability to keep accurate records.

Minimum Qualifications

Training: A Bachelor's degree from an accredited college or university with a major in criminal justice, corrections, psychology, sociology, counseling, counseling and guidance, criminology, social work, education, therapeutic recreation or closely related field.

Substitution: Experience in the area of corrections or related fields may be substituted for the required training on a year-for-year basis.

Other Information

PG: 10 \$32,862 - \$56,373

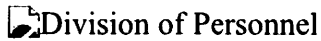
Market Rate: \$50,288

Supplemental Information

Established: 8/19/93

Revised: 5/1/94, 6/22/98

Effective: 6/22/98



West Virginia

Correctional Counselor 2

CLASS CODE

8909

SALARY

\$2,853.92 - \$4,911.33 Monthly

\$34,247.00 - \$58,936.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

June 21, 1998

CLASS CODE 8909

SALARY

\$2,853.92 - \$4,911.33 Monthly

\$34,247.00 - \$58,936.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE June 21, 1998

Nature of Work

Under general supervision, performs full-performance level work by providing a variety of counseling and psychological services for the inmate population of a correctional facility. Areas of specialization at assigned facility may include vocational counseling, diagnostic testing and evaluation, substance abuse counseling, and/or guidance for inmates on work release. Performs related work as required.

Distinguishing Characteristics:

This is full-performance level Correctional Counselor work. The employee works independently in conducting clinical interviews, administering and scoring psychological tests and preparing psychological evaluations. The employee may supervise beginning level counselors and office support staff. The classification determinant at this level is the greater degree of skill in counseling and diagnostic evaluation.

Example of Work

- Conducts clinical interviews, administers and scores psychological tests and prepares psychological evaluations for committed inmates and sixty-day presentence commitments.
- Counsels inmates to facilitate inmates' treatment and identify disturbed and/or potentially suicidal inmates.
- Corresponds with circuit courts, review boards, mental health centers, parole officers, attorneys and other agencies to supply information, to consult with specialists or to seek assistance with an inmate's treatment or release.
- Writes monthly reports on unit's activities and review inmate's progress reports.
- Attends meetings, training sessions and some workshops.
- Maintains summaries of counseling sessions and treatment logs.

- May conduct disposition hearings.
- May write policy or procedure changes for the unit.
- May supervise counselors in a correctional facility; may make assignments, monitor counselor's work, train staff and discuss cases with staff and may approve attendance, vacation and sick leave.
- May assist correctional officers on living unit.

Knowledge, Skills and Abilities

- Knowledge of Department of Corrections policies and procedures.
- Knowledge of behavior modification techniques and philosophies used in corrections.
- Knowledge of psychometrics.
- Knowledge of psychotherapeutic counseling.
- Knowledge of techniques of crisis intervention.
- Ability to communicate effectively with a wide variety of people.
- Ability to observe changes in inmate behavior.
- Ability to keep accurate records.
- Ability to organize the work of subordinates.

Minimum Qualifications

Training: A Bachelor's degree from an accredited college or university with a major in criminal justice, corrections, psychology, sociology, counseling, counseling and guidance, education, therapeutic recreation or closely related field.

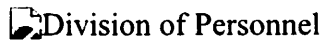
Substitution: None.

Other Information

PG: 11 \$34,247 - \$58,936
Market Rate: \$52,545

Supplemental Information

Established: 8/19/93
Revised: 5/1/94, 6/22/98
Effective: 6/22/98



West Virginia

Corrections Case Manager

CLASS CODE

8918

SALARY

\$2,975.17 - \$5,135.67 Monthly

\$35,702.00 - \$61,628.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

March 22, 2000

CLASS CODE 8918

SALARY

\$2,975.17 - \$5,135.67 Monthly

\$35,702.00 - \$61,628.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE March 22, 2000

Nature of Work

Under general supervision of the Corrections Unit Manager functions as a member of a team providing services to the assigned caseload of inmates living in the unit. The work of the unit involves providing security, inmate counseling, treatment services, developing case histories and recommendations regarding inmate behavior and performance, controlling inmate movement, and acting as role models for the inmates. Compiles information, analyzes causal factors for the inmate's involvement in crime and criminal activities, and recommends a correctional self-improvement program to assist the inmate in controlling and overcoming problems. Performs related work as required.

Example of Work

- Collects, verifies and analyzes factual material in preparation of classification summaries for inmates housed in the unit.
- Determines the accuracy of available information concerning the inmates.
- Develops and formulates appropriate individual program goals.
- Prepares written reports based on a review of the written record and adjustment to the facility and the program.
- Meets with the inmate periodically to discuss the inmate's progress and attitude or any particular problem within the facility or in selecting an appropriate program.
- Informs inmates of programs available along with any special services which may be used in addressing problems.
- Guides a group of inmates in identifying individual or group problems that may affect behavior and attitudes.
- Guides discussion in order to effectively and efficiently utilize available time.

Knowledge, Skills and Abilities

- Knowledge of the policies, procedures and regulations of the Department of Corrections and the assigned institution.
- Knowledge of counseling and guidance principles and techniques.
- Knowledge of inmate rights.
- Knowledge of basic principles of personality, deviant behavior, delinquency, criminology and corrections.
- Ability to interview personnel for case evaluation.
- Ability to perform routine counseling activities.
- Ability to identify personal and adjustment problems and to explore solutions to these problems.
- Ability to communicate effectively, both orally and in writing.

Minimum Qualifications

Training: Graduation from an accredited four-year college or university with a major in criminal justice, corrections, psychology, sociology, counseling, counseling and guidance, criminology, social work or related field.

Substitution: Experience in an area of corrections programming or treatment may be substituted for the required training on a year-for-year basis.

Experience: Two years of full-time or equivalent part-time paid experience in inmate counseling, security or treatment in a correctional setting or in counseling, counseling and guidance, as a probation and parole officer, mental health counselor or social worker.

Substitution: Master's Degree from an accredited college or university in criminal justice, corrections, social work or related behavioral science field may substitute for the required experience on a year-for-year basis.

Other Information

PG: 12 \$35,702 - \$61,628

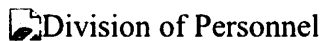
Market Rate: \$54,918

Supplemental Information

Established: 8/19/93

Revised: 5/1/94, 3/23/00

Effective: 3/23/00



West Virginia

Corrections Unit Manager

CLASS CODE

8919

SALARY

\$3,288.42 - \$5,715.17 Monthly

\$39,461.00 - \$68,582.00 Annually

ESTABLISHED DATE

August 18, 1993

REVISION DATE

March 22, 2000

CLASS CODE 8919

SALARY

\$3,288.42 - \$5,715.17 Monthly

\$39,461.00 - \$68,582.00 Annually

ESTABLISHED DATE August 18, 1993

REVISION DATE March 22, 2000

Nature of Work

Under general supervision, serves as the supervisor of a multi-disciplinary team of staff assigned to work in a resident unit. The work of the unit involves providing security, inmate counseling, treatment services, developing case histories and recommendations regarding inmate behavior and performance, controlling inmate movement, and acting as role models for the inmates. Works within general methods and procedures and exercises considerable independent judgement to adopt and apply guidelines to specific situations. Performs related work as required.

Example of Work

- Supervises the activities of the unit and staff.
- Develops work schedules for staff to accomplish the mission of the unit and institution.
- Participates in institutional committees.
- Advises department management in matters pertaining to inmate management and programs.
- Provides assistance in structuring the total institutional program for the individual resident.
- Counsels inmates on vocational, academic, social and personal problems.

Knowledge, Skills and Abilities

- Knowledge of the policies, procedures and regulations of the Department of Corrections and the assigned institution.
- Knowledge of psychological and social problems in a correctional setting.
- Knowledge of counseling and guidance principles and techniques.
- Knowledge of correctional treatment and rehabilitation programs.

- Knowledge of inmate rights.
- Knowledge of basic principles of personality, deviant behavior, delinquency, criminology and corrections.
- Ability to supervise, instruct, direct, and evaluate employees.
- Ability to establish and maintain an effective working relationship with individuals and groups.
- Ability to perform routine counseling activities.

Minimum Qualifications

Training: Graduation from an accredited four-year college or university with a major in criminal justice, corrections, psychology, sociology, counseling, counseling and guidance, criminology, social work or related field.

Substitution: Additional experience as described below may substitute for the required training on a year-for-year basis.

Experience: Four years of full-time or equivalent part-time paid experience in inmate counseling, security or treatment in a correctional setting or in counseling, counseling and guidance, as a probation and parole officer, mental health counselor or social worker.

Substitution: Master's Degree from an accredited college or university in criminal justice, corrections, social work or related behavioral science field may substitute for the required experience on a year-for-year basis.

Other Information

PG: 14 \$39,461 - \$68,582
Market Rate: \$61,044

Supplemental Information

Established: 8/19/93
Revised: 5/1/94, 3/23/00
Effective: 3/23/00

REQUEST FOR QUOTATION
ARFQ 0608 DCR2500000087
Secure Detention Services & Rehabilitation

Attachment C

Policy Directive 430.00 – Prison Rape Elimination Act (PREA) Compliance

GENERAL DISTRIBUTION

**WEST VIRGINIA
DIVISION OF CORRECTIONS
& REHABILITATION**

NUMBER: 430.00

EFFECTIVE DATE: 07 October 2022

**SUBJECT: PRISON RAPE ELIMINATION
ACT (PREA) COMPLIANCE**

POLICY DIRECTIVE

PURPOSE:

To ensure compliance with the Prison Rape Elimination Act (PREA) by mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Division of Corrections and Rehabilitation's approach to preventing, detecting, and responding to such conduct.

REFERENCE:

United States Department of Justice Final Rule, National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act (PREA), 28 C.F.R. Part 115; U.S. Department of Justice, United States Marshals Service, Prisoner Operations Division, Detention Services Intergovernmental Agreement with the West Virginia Division of Corrections and Rehabilitation; U.S. Immigration and Customs Enforcement (ICE) National Detention Standards for Non-Dedicated Facilities; and WV Code §§49-2-803, and 61-8B-10.

RESPONSIBILITY:

The DCR Director of PREA Compliance shall maintain a PREA Manual to comply with this Policy and National PREA Standards.

CANCELLATION:

Any previous written instruction on the subject including DCR Policy Directive 430.00, dated 15 September 2019.

APPLICABILITY:

All facilities within the Division of Corrections and Rehabilitation (DCR). This Policy is available for general distribution and is to be made available for offender review upon the effective date.

DEFINITIONS:

Abusive Sexual Contact: Sexual contact by any offender toward another offender without his or her consent, or of a person who is unable to consent or refuse. Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person. This definition excludes incidents in which the contact was incidental to a physical altercation.

Contractor: A person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Director of PREA Compliance: An individual who serves as the subject matter expert on all PREA accreditation requirements, is responsible for creating and implementing DCR policies, procedures and practices; ultimately overseeing and coordinating the DCR's efforts to comply with the PREA Standards.

Exigent Circumstances: Any set of temporary and unforeseen circumstances that require immediate action to combat a threat to the security or institutional order of a facility.

Gender Nonconforming: A person whose appearance or manner does not conform to traditional societal gender expectations.

Intersex: A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Juvenile: For the purposes of this Policy, any person under the age of eighteen (18) years of age and those between eighteen (18) and twenty-one (21) years of age who are under the juvenile jurisdiction of the court.

LGBTI: Abbreviation for Lesbian, Gay, Bi-Sexual, Transgender and Intersex.

Medical Practitioner: A health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. For the purposes of this Policy, a "qualified medical practitioner" refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental Health Practitioner: A mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. For the purposes of this Policy, a "qualified mental health practitioner" refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Nonconsensual Sexual Acts: Sexual contact by any offender toward another offender without his or her consent, or of a person who is unable to consent or refuse. Contact between the penis and the vulva or the penis and the anus including penetration, however

slight. Contact between the mouth and the penis, vulva, or anus. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument.

Offender: For the purposes of this Policy, any adult or juvenile lawfully detained in custody or confinement of a DCR facility regardless of temporary absence due to medical treatment, transportation, court appearance, or any other reason of temporary absence.

PREA Compliance Manual: An instruction manual and attachments used to gather pertinent required information that is needed to document the agencies actions and efforts to respond to the PREA Standards.

PREA Coordinator: DCR shall employ or designate an upper-level, agency-wide PREA Coordinator with sufficient time and authority to develop, implement, and oversee DCR efforts to comply with the PREA standards in all facilities.

Preponderance of the Evidence: A standard of evidence or proof that determines that the greater weight of the evidence supports that the allegation most likely occurred.

Sexual Harassment: Repeated and unwelcome sexually suggestive comments, gestures, advances, requests, actions of a derogatory or offensive sexual nature directed toward an offender by another offender.

Staff: Any employee compensated directly by the DCR for work to include full-time and part-time personnel.

Staff Sexual Harassment: Repeated verbal comments or gestures of a sexual nature to an offender by an employee, volunteer, contractor, official visitor, or other agency representative to include demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or repeated profane or obscene language or gestures.

Staff Sexual Misconduct: Any behavior or act of sexual nature directed toward an offender by an employee, volunteer, contractor, official visitor or other agency representative. To include incidents of over-familiarity and sexual relationships of a romantic nature between staff and offenders. Consensual or nonconsensual sexual acts including intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks that is unrelated to official duties or with the intent to abuse, arouse, or gratify sexual desire; Any completed, attempted, threatened, or requested sexual acts or occurrences of indecent exposure, invasion of privacy, or staff voyeurism for reasons unrelated to official duties or for sexual gratification.

Substantiated Allegation: An allegation that was investigated and determined to have occurred.

Transgender: A person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth.

Unannounced Rounds: An unexpected facility tour conducted by intermediate-level or higher-level supervisors to identify and deter sexual abuse and sexual harassment.

Unfounded Allegation: An allegation that was investigated and determined not to have occurred.

Unsubstantiated Allegation: An allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether the event occurred.

Victim: For the purposes of this Policy, a person who was sexually abused or harassed.

Volunteer: A person who, by mutual agreement with the DCR, provides services or donates time and effort on a recurring basis without compensation, or who voluntarily assists offenders or the DCR in the course of the volunteer's duties.

POLICY:

I. Prevention Planning

- A. The Division of Corrections and Rehabilitation (DCR) has zero tolerance for any acts of sexual abuse, assault, misconduct, or harassment. Sexual activity between staff and offenders, volunteers or contract personnel and offenders, and offender and offender, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions up to and including dismissal and prosecution pursuant to West Virginia Code §61-8B-10 and DCR policy and procedure. (115.11(a))
- B. The DCR Director of PREA Compliance along with DCR PREA Coordinators and designated support staff shall make up the Office of PREA Compliance and will have sufficient time and authority to develop, implement, coordinate and oversee DCR efforts to comply with the PREA standards in all facilities. (115.11 (b))
- C. Each Superintendent, in consultation with the Director of PREA Compliance, shall designate a Facility PREA Compliance Manager (PCM) who will have sufficient time and authority to develop, implement, coordinate, and oversee DCR efforts to comply with the PREA standards in his/her facility. (115.11(a-c))
- D. Any new contract or contract renewal for the confinement of offenders shall include an obligation to:
 - 1. Comply with PREA Standards;
 - 2. Comply with DCR policy; and
 - 3. Ensure that the contracted facility is complying with the PREA standards by monitoring the facility performance. (115.12 (a) (b))

II. Supervision and Monitoring

- A. DCR shall ensure that each facility develops, documents, and makes its best efforts to comply with the PREA staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect offenders against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: (115.13 (a))
1. Generally accepted detention and correctional practices;
 2. Any judicial finding of inadequacy;
 3. Any findings of inadequacy from federal investigative agencies;
 4. Any findings of inadequacy from internal or external oversight bodies;
 5. All components of the facility's physical plant (including blind spots or areas where staff or offenders may be isolated);
 6. The composition of the offender population;
 7. The number and placement of supervisory staff;
 8. Facility programs occurring on various shifts;
 9. Any applicable State or local laws, regulations or standards;
 10. Any prevalence of substantiated and unsubstantiated incidents of sexual abuse; and
 11. Any other relevant factors.
- B. In circumstances where the staffing plan is not complied with, the facility PCM or designee shall document the noncompliance, in writing, and justify all deviations from the plan. This documentation will be forwarded to the Superintendent, appropriate Assistant Commissioner and the Office of PREA Compliance. (115.13 (b))
- C. Whenever necessary, but no less frequently than once a year, each facility PCM, in consultation with the Office of PREA Compliance, shall assess, determine, and document whether adjustments are needed to: (115.13 (c))
1. The PREA staffing plans;
 2. Prevailing staffing patterns;
 3. The facility's deployment of video monitoring systems and other monitoring technologies; and

4. The resources the facility has available to commit to ensure adherence to the staffing plan.
- D. Each secure juvenile facility shall maintain staff ratios of a minimum of 1:8 during offender waking hours and 1:16 during offender sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented. Staff that have received the appropriate training and are actively supervising or controlling a group of juvenile offenders shall be included in these ratios. (115.313 (c))
- E. In an effort to identify and deter staff sexual abuse and sexual harassment a minimum of four (4) unannounced rounds must be completed each month, two of those unannounced rounds must occur during the evening/overnight hours between 7:00 pm and 7:00 am. The overnight rounds must be completed by someone who arrives at the facility for the sole purpose of conducting the unannounced round. Two (2) rounds must be completed between the hours of 7:00 am and 7:00 pm. The unannounced rounds will be documented using PREA Compliance Manual Attachment 16 and submitted to the facility PCM monthly. (115.13 (e))
- F. Any staff member found to be alerting other staff that these rounds are occurring will be subject to disciplinary action unless such announcement is related to the legitimate operational functions of the facility. (115.13 (e))
- G. A juvenile offender shall not be placed in a housing unit in which they will have sight, sound, or physical contact with any adult offender through use of a shared dayroom or other common space, shower area, sleeping quarters or areas outside of housing units. The DCR shall either maintain sight and sound separation between juvenile and adult offenders or provide direct staff supervision when juvenile and adult offenders have sight, sound, or physical contact. DCR shall make best efforts to avoid placing juvenile offenders in isolation to comply. Absent exigent circumstances, agencies shall not deny juvenile offender access to daily large-muscle exercise, legally required special education services or other programs and work opportunities to the extent possible. (115.314 (a) – (c))
- H. Staff shall not conduct cross gender pat-down, strip searches or cross-gender visual body cavity searches, except in exigent circumstances or when performed by medical practitioners in accordance with current Policy. All exigent cross-gender searches will be documented via incident report. For a facility whose rated capacity does not exceed 50 offenders, the facility shall not permit cross-gender pat-down searches of female offenders, absent exigent circumstances. Facilities shall not restrict female offenders access to regularly available programming or other out-of-cell opportunities in order to comply with this provision. If these searches occur, they shall be documented. (115.15 (a) (b) (c))
- I. Offenders shall be able to shower, perform bodily functions, and change clothing without non-medical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine

cell checks. This limitation not only applies to in-person viewing, but also all forms of remote viewing as well. (115.15 (d))

- J. Staff shall announce their presence every time they enter an offender housing unit of the opposite gender to indicate that there will be someone of the opposite gender on the unit. (115.15 (d))
- K. Facilities shall not search or physically examine a transgender or intersex offender for the sole purpose of determining genital status. If unknown, staff should attempt to determine the genital status through conversations with the offender or by reviewing medical records. (115.15 (e))
- L. Staff shall be trained to conduct pat searches of transgender and intersex offenders, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security. (115.15 (f))
- M. Facilities shall take reasonable steps to ensure all offenders with disabilities and those who are limited English proficient have meaningful access and equal opportunity to participate in or benefit from all aspects of the DCR's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. The facility shall use the contracted translation services to facilitate communication with the offender. (115.16 (a) (b))
- N. Written materials will either be delivered in alternative formats that accommodate the offender's disability or the information will be delivered through alternative methods, that ensure effective communication with offenders with disabilities, including those with intellectual disabilities, limited reading skills, or no or low vision. Reading the information to the offender or communicating through an interpreter, will ensure that he or she understands the PREA related material. In addition to providing such education, the facility shall ensure that key information is continuously and readily available to offenders through posters, or other written formats. (115.16 (a)) (115.33 (e) (f))
- O. Only staff members or qualified contractors will provide translation for offenders. The DCR shall not rely on offender interpreters, readers, or other types of offender assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the offender's safety, the performance of first-response duties, or the investigation of the offender's allegations. (115.16 (b) (c))
- P. All individuals who may have contact with offenders will be asked to disclose previous misconduct during interviews for hiring, promoting and every four (4) years as part of the reoccurring background check process of current employees. Employees shall have a continuing affirmative duty to disclose any such misconduct. DCR shall not hire, promote or enlist the services of any person who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution or has been convicted of engaging or attempting 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 or has been civilly or

administratively adjudicated to have engaged in such activity. The DCR shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or enlist the services of any contractor, who may have contact with offenders. Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination. (115.17 (a) (b) (f) (g))

- Q. The DCR shall also consult any child abuse registry maintained by the State or locality in which the employee would work with juveniles. (115.317 (d) (e))
- R. A background investigation will be completed before hiring or promoting employees, enlisting the services of contractors, interns, or volunteers. The DCR shall conduct criminal background checks of all employees, volunteers, interns and contractors every four (4) years. (115.17 (d) (e))
- S. Consistent with Federal, State, and local law, the DCR must make its best efforts 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. Unless prohibited by law or policy, the DCR shall provide information on substantiated allegations of sexual abuse or sexual harassment involving former employees upon receiving a request from an institutional employer from whom the employee has applied to work. (115.17 (c) (h))
- T. When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the DCR shall consider the effect of the design, acquisition, expansion, or modification upon the DCR's ability to protect offenders from sexual abuse. The facility PCM will be responsible for consulting with the Office of PREA Compliance, when the facility is installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology; the DCR shall consider how such technology may enhance the DCR's ability to protect offenders from sexual abuse. (115.18 (a) (b))

III. Staff Training

- A. All employees, contractors, volunteers, mentors and interns will receive training regarding DCR's zero tolerance policy regarding sexual misconduct. This training should be conducted during orientation, but no later than thirty (30) days after date of hire or enlistment of services.
- B. At a minimum, the training shall include the following information: (115.31(a))
 - 1. Sexual contact with an offender is prohibited;
 - 2. Offender's right to report if sexual contact occurs;
 - 3. The zero-tolerance policy against sexual abuse and sexual harassment within the DCR;

4. How staff are to fulfill their responsibilities under the Division's sexual abuse and sexual harassment prevention, detection, reporting and response policies and procedures as defined in this Policy;
 5. Offenders right to be free from sexual abuse and sexual harassment;
 6. The right of offenders and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
 7. The dynamics of sexual abuse and sexual harassment in confinement;
 8. The common reactions of sexual abuse and sexual harassment victims;
 9. How to detect and respond to signs of threatened and actual sexual abuse;
 10. How to avoid inappropriate relationships with offenders;
 11. How to communicate effectively and professionally with offenders, including LGBTI or gender nonconforming offenders;
 12. How to comply with relevant laws of West Virginia related to mandatory reporting of sexual abuse to outside authorities; and
 13. Sexual misconduct in confinement facilities.
- C. Each facility shall document through a Certificate of Understanding that staff, volunteers and contract employees have received and understand the training they have received. Documentation will be kept in the employee's training file and a copy will be sent to the Office of PREA Compliance. (115.31(d)) (115.32 (c))
- D. Staff training shall be appropriate to the gender of the offenders within the facility. (115.31 (b))
- E. The DCR shall provide employees with a yearly refresher to ensure that all employees know the DCR's current sexual harassment policies and procedures. Facilities shall ensure that volunteers and contractors who have contact with offenders have been trained on their responsibilities under the DCR's sexual abuse and sexual harassment prevention, detection and response policies and procedures. The level and type of training provided to volunteers and contractors shall be based on the services that they provide and level of contact they have with offenders, but all volunteers and contractors who have contact with offenders shall be notified on the DCR's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents. (115.31 (c)), (115.32 (a) (b))
- F. In addition to the general training provided to all employees pursuant to §115.31, the DCR shall ensure that, to the extent the DCR itself conducts sexual abuse investigations, its investigators have received training in conducting such

investigations in confinement settings. Corrections Investigation Division (CID) investigative staff shall receive additional specialized training on conducting sexual abuse investigations in confinement settings. Documentation will be kept in the employee's training file and a copy will be sent to the Office of PREA Compliance. (115.34 (a) (b) (c)) (115.71 (b)) This specialized training will include but is not limited to:

1. Interviewing sexual abuse victims;
 2. Proper use of Miranda warnings and the Garrity rule;
 3. Sexual abuse evidence collection in confinement settings; and
 4. The criteria and evidence required to substantiate a case for administrative action or prosecutorial referral.
- G. In addition to the general training provided by the facility during Orientation, all full- and part-time medical and mental health employees shall receive additional specialized training regarding victims of sexual abuse and sexual harassment. This training will be coordinated and completed by a qualified source. All medical employees must receive this training during orientation, but no later than one (1) month of the effective date of hire. Contractual medical staff will not conduct forensic examinations. (115.35 (a) (b) (c) (d)) This specialized training will include, but is not limited to:
1. How to detect and assess signs of sexual abuse and sexual harassment;
 2. How to preserve physical evidence of sexual abuse;
 3. How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and
 4. How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.

IV. Offender Education

- A. During the intake process, and every year thereafter if applicable, offenders shall receive educational information explaining, in an age-appropriate fashion, the DCR's zero-tolerance policy on sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or harassment. This information shall be communicated verbally, in writing and in language clearly understood by the offender. The curriculum may be provided to offenders individually or in groups. At a minimum, the offender shall receive: (115.33 (a))
1. Information regarding the agencies reporting procedures.

2. Information related to access to outside victim advocates for emotional support services related to sexual abuse, by providing, posting, or otherwise making accessible mailing addresses and telephone numbers, including toll free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations.
 3. The facility shall inform offenders, 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 in accordance with mandatory reporting laws. The facility shall enable reasonable confidential communication between offenders and these organization. (115.53 (a) (b) (c))
 4. The offender shall sign an acknowledgement of receiving the PREA training and PREA related materials. This documentation shall be scanned into the offender's record in Offender Information System (OIS) Document Management and retained by the facility PCM as directed. (115.33 (e))
 5. For people detained solely for civil immigration purposes, the person will receive contact information for immigrant service agencies. The facility shall enable reasonable communication between offenders and these organizations and agencies, in as confidential a manner as possible. (115.53 (a))
 6. Within thirty (30) days of intake, adult offenders shall receive comprehensive education regarding their rights to be free from sexual abuse, sexual harassment, and retaliation for reporting such incidents and regarding DCR policies and procedures for responding to such incidents. Juvenile offenders shall receive this comprehensive education within ten (10) days. All offenders should sign the appropriate attachment within the PREA Manual as an acknowledgement of receiving the training and the signed form will be scanned into the offender's record in OIS Document Management. It shall also be retained by the facility PCM as directed. (115.33 (b))
 7. It is mandatory that offenders attend PREA training. Offenders refusing, without good cause, shall be disciplined. The facility PCM or designee can make accommodations for offenders who have been previously sexually abused or who may have other good cause to find the training too difficult in a group setting.
- B. Offenders shall receive PREA education upon each transfer to a different facility. The offender shall be provided a handbook, in addition to PREA training. Documentation of offender participation in these education sessions shall be scanned into the offender's record in OIS Document Management and maintained by the facility PCM as directed. (115.33 (c))

V. Screening for Risk of Sexual Victimization and Abusiveness

- A. All offenders shall be assessed individually and in a private setting during intake screening and upon transfer to another facility for their risk of being sexually abused

by other offenders or sexually abusive toward other offenders prior to housing in general population.

B. The screening will occur:

1. Within seventy-two (72) hours of intake;
2. Upon transfer to a different facility;
3. After an incident of sexual abuse; and
4. When warranted due to a referral, request, or receipt of additional information that bears on the offender's risk of sexual victimization or abusiveness.

C. This shall be accomplished by using the appropriate attachment within the PREA Manual to gather the following information: (115.41 (a) (b) (c) (d) (e) (g))

1. Known or perceived gender nonconforming appearance or identifies as lesbian, gay, bisexual, transgender or intersex (LGBTI) and whether the offender may therefore be vulnerable to sexual abuse;
2. Whether the offender has a mental, physical, or developmental disability;
3. Offender's age and physical build;
4. Current charge, offense history and whether the offender has been previously incarcerated for convictions for sex offenses against an adult or child or a history of acts of sexual abuse;
5. Whether the offender's criminal history is exclusively non-violent;
6. Whether the offender has previously experienced sexual victimization;
7. The offender's own perceptions of her or his vulnerability;
8. Any specific information about individual offenders that may indicate heightened needs for supervision, additional safety precautions, or separation from certain other offenders;
9. Whether the offender is detained solely for civil immigration purposes; and
10. Level of emotional and cognitive development (**for juvenile offenders only**).

D. The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the DCR, in assessing offenders for risk of being sexually abusive.

- E. This information shall be ascertained through:
1. Direct conversations with the offenders during the intake process;
 2. Medical and mental health screenings;
 3. During classification assessments; and
 4. By reviewing court records, case files, facility behavioral records, and other relevant documentation from the offender's records.
- F. Facility staff and contractors involved in the assessment process will not disseminate responses to the screening questions or other sensitive information which may be exploited to the offender's detriment by staff or other offenders. Offenders determined to be at risk for sexual victimization if assigned to general population will be identified. This information will be documented in the offender's record, and in the appropriate database. Offenders may not be disciplined for refusing to answer or for not disclosing complete information. If an offender refuses to disclose the information requested, housing placement should be based on a review of the offender's records.
- G. The Superintendent shall designate specific staff to complete PREA reassessments. A reassessment shall be completed between twenty (20) and thirty (30) days after the initial assessment and should not exceed thirty (30) days from the offender's arrival at the facility. This information shall be ascertained through direct conversations with the offender, through medical and mental health screenings, reviewing court records, case files, facility behavioral records, and other relevant documentation from the offender's records. The facility will reassess the offender's risk of victimization or abusiveness when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the offender's risk of sexual victimization or abusiveness. All offenders that remain in custody will also be reassessed every year thereafter, if applicable, by using the appropriate PREA Manual attachment. (115.41 (f) (i) (h))
- H. Juvenile offenders may be isolated from others only as a last resort when less restrictive measures are inadequate to keep them and other offenders safe, and then only until an alternative means of keeping all offenders safe can be arranged. During any period of isolation, agencies shall not deny any offenders daily large-muscle exercise and any legally required educational programming or special education services. All offenders in isolation shall receive daily visits from a medical or mental health care clinician. Offenders shall also have access to other programs and work opportunities to the extent possible. Every thirty (30) days, the facility shall afford each juvenile offender a review to determine whether there is a continuing need for separation from the general population. If a juvenile offender is isolated for these reasons, the facility shall clearly document the basis for the facility's concern for the offenders' safety and the reason why no alternative means of separation can be arranged. (115.342 (b))

- I. The PREA screening assessment information shall be used to make decisions regarding housing, bed, work, education, and program assignments. The goal of the DCR is to keep offenders that are at high risk for being sexually victimized away from those at high risk of being sexually abusive. The facility shall make individualized determinations about how to ensure the safety of each offender. (115.42 (a) (b)) (115.68)
- J. If the PREA screening indicates that an offender has experienced prior sexual victimization or has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the offender is offered a follow-up meeting with the facility mental health practitioner within fourteen (14) days of the intake screening. (115.81 (a) (b) (c)) (115.83 (h))
- K. The DCR shall not consider lesbian, gay, bisexual, transgender, or intersex identification or status as an indicator of likelihood of being sexually abusive. The facility shall consider the offender's health and safety when determining placement. In deciding whether to assign a transgender or intersex offender to a facility for male or female offenders, and in making other housing and programming assignments, the DCR shall consider on a case-by-case basis whether a placement would ensure the offender's health and safety, and whether the placement would present management or security problems. (115.42 (c) (d))
- L. All staff, volunteers, and contractors will communicate with, treat, and talk about any offender who is LGBTI, or perceived to be LGBTI, in a professional and respectful manner. Placement and programming assignments for each transgender or intersex offender shall be reassessed twice a year. Staff will take into consideration the facility population, staffing patterns, physical layouts and legal requirements. LGBTI offenders will not be placed in dedicated facilities or units solely based on such identification or status. A transgender or intersex offender's own views with respect to his or her own safety shall be given serious consideration. Transgender and intersex offenders shall be given the opportunity to shower separately from other offenders. (115.42 (d) (e) (f) (g))
- M. Offenders with a high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made and there is no available alternative means of separation from likely abusers. If the facility cannot conduct the assessment immediately, the facility may hold the offender in involuntary segregated housing no longer than twenty-four (24) hours while completing the assessment. (115.43 (a)), (115.68)
- N. If an involuntary segregation housing assignment is made, the facility PCM shall clearly document the following: (115.43 (d))
 - 1. The basis for the staff member's concern for the offender's safety;
 - 2. The other alternative means of separation that were explored; and

3. The reason why no alternative means of separation can be arranged.
- O. Offenders placed in involuntary segregation for protection from sexual victimization shall have access to programs, privileges and education. Work opportunities shall be afforded to the offender to the extent possible. If limited, the facility must document the reasoning for limiting these opportunities and the duration of the limitation. If no immediate alternatives are identified, the facility may assign offenders to involuntary segregation until an alternative means of separation from likely abusers can be arranged. Such assignment shall not ordinarily exceed thirty (30) days, if an extension of involuntary segregation beyond thirty (30) days is necessary, the facility shall clearly document the basis for concern of the offender's safety and why no other alternative means of separation can be arranged. Any extension beyond thirty (30) days must be approved by the Superintendent within seventy-two (72) hours of being implemented. Any assignment to involuntary segregation must be reported to the facility PCM within twenty-four (24) hours. Every thirty (30) days, the facility shall afford each such offender a review to determine whether there is a continuing need for separation from the general population. (115.43 (b) (c) (d) (e))

VI. Reporting

- A. Offenders shall be provided multiple internal and external ways to privately report sexual misconduct, retaliation by other offenders or staff for reporting sexual abuse, sexual harassment, staff neglect or violation of responsibilities that may have contributed to such incidents. The DCR shall also provide at least one way for offenders to report abuse or harassment to a public or private entity or office that is not part of the DCR, and that is able to receive and immediately forward offender reports of sexual abuse and sexual harassment to DCR officials, allowing the offender to remain anonymous upon request. Offenders detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the U.S. Department of Homeland Security. The DCR shall distribute publicly through the DCR website the e-mail, address and information on how to report sexual abuse and sexual harassment on behalf of the offender and the DCR policy regarding the referral of allegations of sexual abuse or sexual harassment for criminal investigations. (115.54), (115.22) (115.51 (a) (b))
- B. All employees, contractors, volunteers and interns are mandatory reporters and shall accept verbal, written, anonymous and third-party allegations from offenders who observe, are involved in, or have any knowledge, information or suspicion of sexual abuse, harassment, or an inappropriate relationship. All reports shall be promptly documented and reported to the Superintendent and facility PCM. Staff may be subject to disciplinary action if they do not report such conduct. Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse. (115.51 (c)), (115.54), (115.61)
- C. Staff can privately report information about sexual assault and sexual harassment by submitting a confidential report to the Superintendent, facility PCM or the Office of PREA Compliance. (115.51 (d))

- D. An offender may also report abuse by using the grievance process. These grievances will be forwarded to the Superintendent or designee for immediate action. There is no time limit on when an offender may submit a grievance regarding an allegation of sexual abuse. The DCR may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse. The DCR shall not require an offender to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. Nothing in this section shall restrict the DCR's ability to defend against an offender lawsuit on the ground that the applicable statute of limitations has expired. (115.52 (a) (b)) The agency shall ensure that:
1. An offender who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint: and
 2. Such grievance is not referred to a staff member who is the subject of the complaint.
- E. DCR shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within ninety (90) days of the initial filing of the grievance. (115.52 (d))
- F. Third parties, including fellow offenders, staff members, family members, attorneys, and outside advocates, are permitted to assist offenders in filing reports or grievances and requests for administrative remedies relating to allegations of sexual abuse. Third parties are also permitted to file such requests on behalf of offenders. If the offender declines third party assistance, it must be documented by using the appropriate attachment within the PREA Manual. CID will discuss the allegation with the alleged victim and to the extent possible proceed with an investigation if the allegation occurred in a correctional setting. (115.52 (e)) (115.54)
- G. After receiving a PREA emergency grievance alleging an offender is subject to substantial risk of imminent sexual abuse, it must be forwarded to the Superintendent or designee for immediate action. An initial response will be provided within forty-eight (48) hours and a final decision shall be within five (5) calendar days. The initial response and final DCR decision shall document the DCR's determination whether the offender is in substantial risk of imminent sexual abuse and action taken in response to the emergency grievance. (115.52 (f))
- H. Offenders may be disciplined for filing a grievance related to alleged sexual abuse only where the DCR demonstrates that the offender filed the grievance in bad faith. (115.52(g))
- I. The DCR shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide offenders with confidential emotional support services related to sexual abuse. The DCR shall maintain copies of agreements or documentation showing attempts to enter into such agreements. (115.53 (c))

- J. DCR shall also provide juvenile offenders with reasonable and confidential access to their attorneys or other legal representation and reasonable access to parents or legal guardians. (115.353 (d))
- K. Per West Virginia Code §49-2-803(a), all instances of abuse involving juvenile offenders must be reported directly to the child abuse hotline at 1-800-366-0015 as soon as possible but no later than twenty-four (24) hours of becoming aware of the misconduct. (115.361)

VII. Official Response

- A. The facility PCM will report all allegations of sexual abuse, including anonymous allegations to the Office of PREA Compliance. Staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment, investigation or other security and management decisions. (115.61 (b) (e))
- B. When facility staff learn that an offender is subject to a substantial risk of sexual abuse, the facility shall assess and implement appropriate protective measures and shall take immediate action to protect the offender without unreasonable delay. (115.62)
- C. Within seventy-two (72) hours of receiving an allegation that an offender was sexually abused while confined in another correctional facility, the Superintendent of the facility that received the allegation shall notify in writing the head of the facility or appropriate office of where the alleged abuse occurred and shall also notify the Office of PREA Compliance. The Superintendent can contact the other facility via phone before forwarding the report in writing. The facility shall document that it has provided such notification by using the appropriate attachment within the PREA Manual. The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with PREA standards. (115.63 (a) (b) (c) (d))
- D. Upon learning of an allegation that an offender was sexually abused, the first staff member to respond to the incident shall separate the alleged victim and abuser; and preserve and protect any crime scene until appropriate steps can be taken to collect any evidence. If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim and abuser not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating. When responding to incidences of sexual abuse, all first responders are required to follow the DCR coordinated response plan. (115.64 (a) (b)) (115.65)
- E. DCR does not have the authority to enter into collective bargaining agreements pursuant to WV State Code.
- F. The DCR shall employ multiple protection measures, such as housing changes or transfers for offender victims or abusers, removal of alleged staff or offender abusers from contact with victims, and emotional support services for offenders or staff who

fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations. (115.67 (b))

- G. The DCR shall monitor the conduct and treatment of offenders or staff who reported the sexual abuse and of offenders who were reported to have suffered sexual abuse for at least ninety (90) days following a report of sexual abuse, to see if there are changes that may suggest possible retaliation by offenders or staff and shall act promptly to remedy any such retaliation. Items the DCR should monitor include any offender disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The DCR shall continue such monitoring beyond ninety (90) days if the initial monitoring indicates a continuing need. These efforts shall be documented by using the appropriate attachment within the PREA Manual. Such monitoring shall include periodic status checks. The obligation to monitor for retaliation shall terminate if the allegation is unfounded. If any individual who cooperates with an investigation expresses a fear of retaliation, the DCR shall take appropriate measures to protect that individual against retaliation. The facility shall act promptly to remedy any such retaliation. Action taken to protect staff or offenders shall be documented and reported to the Office of PREA Compliance within twenty-four (24) hours of the reported incident. Any effort to hinder or impede staff or an offender from reporting an incident or retaliation shall result in disciplinary action. (115.67(a) (b) (c) (d) (e) (f))

VIII. Investigations

- A. Protection of witnesses and the victim shall be paramount throughout the investigation process. The Office of PREA Compliance, in conjunction with the facility PCM shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
1. Individuals conducting these investigations will receive specialized training.
 2. Staff members, as designated by the Superintendent, shall do an inquiry on offender-on-offender harassment allegations.
 3. CID investigators will conduct investigations on all staff-on-offender allegations and offender-on-offender sexual abuse allegations.
 4. CID investigators will be primarily responsible for contacting and referring criminal allegations and assisting as needed with the investigation.
 5. Investigations will be promptly, thoroughly, and objectively completed for all allegations, including third party and anonymously reported allegations. The reports and all related documentation are to be entered in the appropriate tracking system.
 6. Staff having any knowledge of or reason to suspect that sexual misconduct has taken place, is subject to questioning by person(s) investigating such allegations.

Failure to cooperate with the investigation, such as withholding known information, withholding evidence or giving false statements will result in disciplinary action. (115.22 (a)) (115.71 (a) (g))

- B. Administrative investigations shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings. (115.71 (f))
- C. Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible. Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution. (115.71 (g) (h))
- D. The DCR shall retain all written reports for as long as the alleged abuser is incarcerated or employed by the DCR, plus five (5) years. (115.71 (i))
- E. When an outside agency investigates sexual abuse, the DCR shall request that the investigating agency follow the medical and mental health requirements of this policy. CID shall endeavor to remain informed about the progress of the investigation and regularly update the Office of PREA Compliance throughout the investigative progress. (115.21 (f) (g)) (115.71 (l)) (115.22 (b))
- F. Administrative and criminal investigations shall be conducted in accordance with best practice for the investigation of sexual assault and shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative procedures and criminal prosecutions. The protocol shall be adapted from or otherwise based on the most recent edition 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 similarly comprehensive and authoritative protocols developed after 2011. (115.21 (a) (b))
- G. Investigators shall:
 - 1. Gather and/or preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
 - 2. Interview alleged victims, suspected abusers, and witnesses;
 - 3. Review prior complaints and reports of sexual abuse involving the suspected abuser; and
 - 4. Determine whether staff actions or failures to act contributed to the abuse and shall be documented in the reports. (115.71)

- H. The DCR shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated. (115.72) (115.71 (c) (f))
- I. As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals. (115.21(d))
- J. When the quality of evidence appears to support criminal prosecution, the DCR shall conduct compelled interviews only after consulting with prosecutors to determine whether compelled interviews may be an obstacle for subsequent criminal prosecution. The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as an offender or staff. The DCR shall not require an offender who alleges unwanted forced sexual abuse to submit to a polygraph examination or other truth telling device as a condition of proceeding with the investigation of such an allegation. Investigations shall not be terminated solely because the source of the allegation recants the allegation. (115.71 (c) (d) (e) (f) (h))
- K. At the conclusion of the investigation, the investigator will prepare an investigative report that documents a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings and all documentary evidence when feasible. The investigative findings will indicate whether the evidence supports a finding that sexual abuse has occurred (substantiated), the allegation is false (unfounded), or the evidence is inconclusive (unsubstantiated). If the case has not already been referred for criminal prosecution, the investigator will refer substantiated allegations of conduct that appears to be criminal for prosecution in the county where the assault occurred. If any State entity or Department of Justice component conducts investigations shall do so pursuant to the above requirements. (115.71 (h) (k)) (115.73 (b))
- L. Following an investigation into an offender's allegation that he or she suffered sexual abuse, the facility PCM shall inform the offender as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded. If the facility did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the offender. Information given to the offender shall be documented. (115.73 (a) (b))
- M. Following a substantiated or unsubstantiated allegation that a staff member has committed sexual abuse against an offender, the facility shall subsequently inform the offender whenever: (115.73(c))
 - 1. The staff member is no longer posted within the offender's unit;
 - 2. The staff member is no longer employed at the facility;

3. The facility learns that the staff member has been indicted on a charge related to sexual abuse within the facility; and/or
 4. The facility learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility. (115.73 (d))
- N. Following an offender's allegation that he or she has been sexually abused by another offender, the DCR shall subsequently inform the alleged victim whenever:
1. The DCR learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; and/or
 2. The DCR learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
- O. All notifications or attempted notifications shall be documented and sent to the offenders current DCR placement or address on file. The facility's obligation to report under this policy shall terminate if the offender is released from the Division's custody. (115.73 (e) (f))

IX. Staff Discipline

- A. The staff member shall be subject to disciplinary sanctions up to and including termination for violating DCR sexual abuse or sexual harassment policies, termination shall be the presumptive disciplinary sanction for staff who has engaged in sexual abuse. Disciplinary sanctions for violations of DCR policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall 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. All terminations for violations of sexual abuse or harassment policies, or resignations by staff that would have been terminated if not for their resignation, will be documented and reported to law enforcement agencies, unless the act was clearly not criminal, and to any relevant licensing bodies. The departure of the alleged abuser or victim from the employment or control of the DCR shall not provide a basis for terminating an investigation. (115.76 (a) (b) (c) (d)) (115.71 (j))
- B. Any contractor, volunteer, intern or any individual who conducts business with or uses the resources of the DCR, who engages in, fails to report, or knowingly condones sexual abuse or sexual harassment of an offender shall be subject to appropriate disciplinary action. Retaliatory action against any individual who reports or is involved in a sexual abuse or sexual harassment investigation is strictly prohibited. Any contractor, volunteer, intern or any individual who engages in sexual abuse shall be prohibited from contact with offenders and shall be reported to law enforcement agencies and relevant licensing bodies. (115.77 ((a) (b))).

- C. All sexual contact, whether voluntary or forced, between offenders is prohibited and subject to disciplinary action. Any mutual sexual contact between offenders is a rule violation but shall not constitute sexual abuse. Offenders shall be subject to disciplinary sanctions pursuant to an investigation that concluded that the offender engaged in offender-on-offender sexual abuse. Offenders may be charged with a facility rule violation even if they are also being charged within the court system. Sanctions shall be commensurate with the nature and circumstances of the abuse or harassment, the offender's disciplinary history, and the sanctions imposed for comparable offenses by other offenders with similar histories. The disciplinary process shall consider whether an offender's mental disabilities or mental illness contributed to his/her behavior when determining what type of sanction, if any, should be imposed. The facility may discipline an offender for sexual contact with staff only upon a finding that the staff member did not consent to such contact. (115.78 (a) (b) (c) (e) (g))

X. Offender Discipline

- A. When an adult offender is found guilty of misconduct related to sexual abuse and the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offender to participate in such interventions as a condition of access to programming or other benefits. (115.78 (d))
- B. When a juvenile offender is found guilty of misconduct related to sexual abuse, the facility PCM shall refer the offender to the psychologist/mental health clinician, who will consider whether to require the abuser to participate in therapy, counseling or other intervention designed to address and correct underlying reasons or motivations for the abuse. Participation may be required in such interventions as a condition of access to rewards-based behavior management system or other behavior-based incentives, but not as a condition to access to general programming or education. (115.378 (d))
- C. A report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation. (115.78 (f))

XI. Medical and Mental Health

- A. Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical, and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education and program assignments, or as otherwise required by Federal, State or local law. Such practitioners shall be required to inform offenders at the initiation of services of their duty to report and the limitations of confidentiality. Medical and mental health practitioners shall obtain informed consent from offenders before reporting information about prior victimization that did not occur in an institutional setting unless the offender is under the age of eighteen (18). (115.61 (d) (115.81(e) (d))

- B. Victims of sexual abuse shall 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. All victims of sexual abuse shall be offered access to forensic medical examinations at an outside facility, such examinations shall be performed by a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where possible. Offenders who may require SAFE/SANE exam may not refuse such exams at the facility level. The DCR shall document efforts to provide a SAFE or SANE, if one is not available, the examination can be performed by other qualified medical practitioners. Treatment shall 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. The facility shall maintain a SAFE/SANE log documenting when these services were attempted or utilized. (115.82 (a) (d)), (115.83 (g)), (115.21 (c))
- C. The facility will use the list of local hospitals that employ a SANE, to determine the appropriate medical provider to transport to. Any refusal by the offender to undergo the forensic exam, must be documented. If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, first responders shall take preliminary steps to protect the victim and shall immediately notify the appropriate medical and mental health practitioners. (115.21 (c)) (115.82 (b))
- D. The DCR shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the DCR shall provide a qualified staff member to provide these services. Agencies shall document efforts to secure services from rape crisis centers. If requested by the victim, a victim advocate, qualified DCR staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals. To the extent the DCR itself is not responsible for investigating allegations of sexual abuse, the DCR shall request that the investigating agency follow the requirements within policy. (115.21 (d) (e))
- E. Victims of sexual abuse shall be offered information about timely access to emergency contraception, pregnancy tests and sexually transmitted disease testing and treatment, in accordance with professionally accepted standards and policies of care, where medically appropriate. If pregnancy results due to the sexually abusive vaginal penetration while incarcerated such victims shall be receive timely and comprehensive information about access to all lawful pregnancy related medical services. (115.82 (c)) (115.83 (d) (e) (f))
- F. DCR facilities shall offer medical and mental health evaluation and, as appropriate, treatment to all offenders who have been victimized by sexual abuse within any facility. Offenders will be offered follow-up medical and mental health services consistent with the community level care as well as access to outside victim advocates for emotional support services related to sexual abuse. The evaluation and treatment of such victims

shall include, as appropriate, follow-up services, treatment plans, and when necessary, referrals for continued care following their transfer to placement to other facilities or release from custody. (115.83 (a) (b) (c))

- G. The facility shall attempt to conduct a mental health evaluation of all known offender-on-offender abusers within sixty (60) days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners. 115.83 (h)

XII. Data Collection and Review

- A. The Office of PREA Compliance, in collaboration with the facility PCM shall conduct a Sexual Abuse Incident Review within thirty (30) days of the conclusion of every sexual abuse investigation where the allegation was substantiated, or unsubstantiated. The review team shall include upper-level facility staff, with input from line supervisors, investigators, and medical or mental health practitioners. No review shall be conducted if the allegation has been determined to be unfounded. (115.86 (a) (b) (c)).
- B. The review committee shall: (115.86 (d))
 - 1. Consider whether the allegation or investigation indicates need to change policy or practice to better detect, or respond to sexual abuse;
 - 2. 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;
 - 3. Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
 - 4. Assess the adequacy of staffing levels in that area during different shifts; and
 - 5. Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff.
- C. The facility shall document the recommendations for improvement or reasons for not doing at the conclusion of the Sexual Abuse Incident Review. (115.86 (e))
- D. The Office of PREA Compliance shall prepare a report of its findings and ensure that any deficiencies are promptly identified and corrected. The review findings, recommendations for improvement and corrective action shall be documented.
- E. The facility PCM shall be responsible for ensuring that accurate information is collected for every allegation of offender-on-offender sexual abuse and staff-on-offender sexual misconduct that occurs within his/her facility. Incident-based data

reports shall be generated each month. The data collected shall include at a minimum:
(115.87 (a))

1. The total number of allegations;
2. Investigation number and the disposition;
3. The DCR shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews; and
4. The DCR also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its offenders. (115.87 (e))
5. The incident-based data collected shall include, at a minimum, the data necessary to complete the Survey of Sexual Violence conducted by the Department of Justice. (115.87 (c))

F. The DCR shall use the data to:

1. Identify areas of concern;
2. Determine corrective action on an ongoing basis;
3. Assess and improve the effectiveness of the agencies sexual abuse prevention, detection, and response policies, practices, and training; and
4. Create an annual report of findings and corrective actions for each facility and DCR.

G. All sexual abuse data shall be securely retained for at least ten (10) years after the date of the initial collection. (115.88 (a)) (115.89 (d)) (115.89 (a))

H. The Director of PREA Compliance shall submit an annual report of the incident-based sexual abuse data, to include facility recommendations and corrective actions to the DCR Commissioner. The annual report shall include comparisons of the current year's data and corrective actions with those from prior years and will include an assessment of the DCR's progress in addressing sexual abuse. The annual report shall be approved by the DCR Commissioner and made readily available to the public annually through the DCR website. The DCR may redact personal identifiers or other specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility but must indicate the nature of the material redacted. Upon request, the DCR shall provide all such data from the previous calendar year to the Department of Justice. (115.87 (b) (f)) (115.88 (b) (c) (d)) (115.89 (b) (c))

XIII. Audits

- A. Upon request for information, the Director of PREA Compliance will be responsible to respond to all external surveys, schedule audits required by the Department of Justice's National PREA Standards and comply with all PREA requirements and ensure that at least one-third of each facility type under the DCR's control is audited during each year of the three-year audit cycle. (115.401 (a) (b))
- B. The auditor will review and have access to all relevant information listed below:
 - 1. Policies, procedures, reports, internal and external audits, and accreditations for each facility type;
 - 2. A sampling of relevant documents and other records and information for the most recent one-year period;
 - 3. Shall observe, all areas of the audited facilities;
 - 4. Shall be permitted to request and receive copies of any relevant documents (including electronically stored information);
 - 5. Shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request;
 - 6. Shall interview a representative sample of offenders and of staff, supervisors, and administrators;
 - 7. Shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited;
 - 8. Shall be permitted to conduct private interviews with offenders; and
 - 9. Shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.
- C. All offenders shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel. (115.401 (f-n))

XIV. Special Instructions Concerning Federal Detainees

- A. Federal detainees include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

- B. The Superintendent shall ensure the immediate notification of the concerned Chief Deputy U.S. Marshal, or his or her designee, when a federal detainee alleges sexual abuse or assault. The U.S. Immigration and Customs Enforcement (ICE) Field Office Director (FOD) shall be immediately notified if the allegation is made by an ICE detainee.

ATTACHMENT(S):

No attachments are included in this Policy. All required attachments are in the DCR PREA Manual.

APPROVED SIGNATURE:



Brad Douglas, Acting Commissioner

9/21/22

Date

REQUEST FOR QUOTATION
ARFQ 0608 DCR2500000087
Secure Detention Services & Rehabilitation

Attachment D

BJS Protocol – 128.00

GENERAL DISTRIBUTION

West Virginia Division of Corrections & Rehabilitation

Bureau of Juvenile Services

PROTOCOL

NUMBER: BJS – 128

EFFECTIVE DATE: 01 November 2024

SUBJECT: STAFFING REQUIREMENTS

PURPOSE:

To provide staffing requirements for personnel in juvenile residential facilities and to require vacancy reports.

REFERENCE:

WV Code §49-2-903; ACA Expected Practices 3-JDF-1C-04, 3-JDF-3A-07, 4-JCF-2A-08, 4-JCF-6C-10, and 4-JCF-6D-10; and Prison Rape and Elimination Act (PREA) §115.313.

RESPONSIBILITY:

Superintendents are responsible for enacting facility-specific Operational Procedures to ensure compliance with this Protocol.

CANCELLATION:

Any previous written instructions on this subject including DJS Policy 128.00, dated 01 October 2015; and DJS Policy 301.00, dated 01 January 2008.

DEFINITIONS:

None.

APPLICABILITY:

All residential facilities within the Bureau of Juvenile Services (BJS). This Protocol is available for general distribution.

PROTOCOL:

- I. The staffing requirements for all categories of personnel are determined to ensure that juvenile residents have access to staff, programs, and services. Staffing requirements should be determined on more than juvenile population figures and should include review of staffing needs for all programs and services. Workload ratios should reflect such factors as goals, legal requirements, character and needs of the juveniles supervised, and other duties required of staff. Workloads should be sufficiently low to provide access to staff and effective services.
- A. Each juvenile facility shall maintain staff ratios of a minimum of one to eight (1:8) during resident waking hours and one to sixteen (1:16) during resident sleeping hours, except during limited and discrete exigent circumstances, which shall be fully documented. Staff that have received the appropriate training and are actively supervising or controlling a group of juvenile residents shall be included in these ratios.
- B. Programs/treatment staff will be scheduled Monday through Friday with twelve (12) hour coverage, at a minimum, and weekends and holidays with eight (8) hour coverage, at a minimum.
- C. When both male and female residents are housed in the same facility, at least one male and one female staff member is on duty at all times.
- D. Juvenile residents or groups of residents are not given control or authority over other residents.
- E. The Shift Supervisor will document via incident report any time that the minimum staffing requirement cannot be met due to limited and exigent circumstances and what measures were utilized to protect the safety and security of the facility.
- F. The Superintendent will include in the facility's operational procedure a plan for the suspension of programs and/or functions due to mandatory posts not being staffed.
- II. The Superintendent can document that the overall vacancy rate among staff positions authorized to work directly with residents (e.g., correctional officers, unit managers, case managers, and counselors) does not exceed ten percent (10%) for any eighteen (18) month period. When unusual conditions cause an excessive number of vacancies, the Superintendent notifies the agency through his/her chain of command.

ATTACHMENT(S):

None

APPROVED SIGNATURE:


Marvin Plumley,
Assistant Commissioner

10/17/24
Date

CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED: YOUTH SERVICES SYSTEM INC
87 15TH ST
WHEELING WV 26003

CERTIFICATE NO: L 3255 - Jun 15, 1987

This certifies that the insured named above is an Additional Insured for the Coverage indicated below under General Liability Policy GL 9952714 and Automobile Policy CA 9812748 issued to the State of West Virginia by NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA.

COVERAGE PERIOD: Jul 1, 2024 to Jul 1, 2025 12:01 a.m. Eastern Time

COVERAGE AFFORDED: Comprehensive General Liability Insurance
Personal Injury Liability Insurance
Professional Liability Insurance
Stop Gap Liability Insurance
Wrongful Act Liability Coverage
Comprehensive Auto Liability Coverage
Auto Physical Damage Insurance
Garagekeepers Insurance

LIMIT OF LIABILITY: \$1,000,000 each occurrence* and is SUBJECT TO \$2,500 DEDUCTIBLE. *For all coverages combined.
This limit is not increased if a claim is insured under more than one coverage or if claim is made against more than one insured.

SPECIAL LIMITS: The auto physical damage limit is the actual cash value of each vehicle subject to a deductible of \$1,000.

CLAIM REPORTING: Claims should be reported to:
West Virginia Board of Risk & Insurance Management
1124 Smith Street Suite 4300
Charleston WV 25301
Phone: 304-766-2646 or 800-345-4669
Website: BRIM.WV.GOV

Claims Made Prior Acts Date: June 15, 1987

THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS, EXCLUSIONS AND DEFINITIONS IN THE POLICIES. IT IS A CONDITION PRECEDENT OF COVERAGE UNDER THE POLICIES THAT THE ADDITIONAL INSURED DOES NOT WAIVE ANY STATUTORY OR COMMON LAW IMMUNITY CONFERRED UPON IT.

BY: 
AUTHORIZED REPRESENTATIVE

DATED: June 4, 2024

AGENT OF RECORD: USI INSURANCE SERVICES
WHEELING OFFICE
#2 22ND ST 2ND FL
WHEELING WV 26003-3826

CERTIFICATE OF PROPERTY INSURANCE

INSURED: **YOUTH SERVICES SYSTEM INC**

 87 15TH ST
 WHEELING WV 26003

CERTIFICATE NO: P 3255 - Oct 1, 2014

This certifies that the Additional Insured named above is insured for first party Property Coverages procured and/or administered by the West Virginia Board of Risk and Insurance Management (BRIM). The coverages are provided through a combination of custom designed and conventional commercial insurance products.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS, EXCLUSIONS AND DEFINITIONS CONTAINED IN THE POLICIES.

COVERAGE PERIOD: Jul 1, 2024 to Jul 1, 2025 12:01 a.m. Eastern Time

LIMIT OF LIABILITY: Stated values, for real and personal property, which have been declared to and accepted by BRIM, not to exceed the maximum coverage procured by BRIM.

**THIS POLICY DOES NOT COVER DAMAGE FROM FLOOD.
FOR INFORMATION ABOUT FLOOD INSURANCE, CONTACT THE
NATIONAL FLOOD INSURANCE PROGRAM OR YOUR INSURANCE
AGENT.**

SPECIAL LIMITS: Each policy shall be governed by the special limits of liability contained therein.

DEDUCTIBLE: The State of West Virginia has a \$1,000,000.00 deductible on coverages it procures. The above listed insured has a \$2,500 deductible that is applicable to each loss.

CLAIM REPORTING: Claims should be reported to:
 Claim Manager
 West Virginia Board of Risk & Insurance Management
 1124 Smith Street, Suite 4300
 Charleston WV 25301

BY: 
 AUTHORIZED REPRESENTATIVE

DATED: June 4, 2024

AGENT OF RECORD: USI INSURANCE SERVICES
 WHEELING OFFICE
 #2 22ND ST 2ND FL
 WHEELING WV 26003-3826

Preventative Maintenance Plan for Ronald Mulholland Juvenile Center

Introduction

This Preventative Maintenance Plan (PMP) is established to ensure the safety, security, and functionality of the Ronald Mulholland Juvenile Center (RMJC) facilities. Regular maintenance will minimize equipment failure, extend the life of assets, and provide a safe environment for staff and residents.

Objectives

- Maintain a safe and secure environment
 - Prevent unexpected equipment breakdowns
 - Extend the lifespan of building systems and equipment
 - Ensure compliance with legal and regulatory standards
 - Manage costs through proactive maintenance
-

Responsibilities

- **Director of Facilities:** Oversees implementation of the PMP.
 - **Maintenance Supervisor:** Coordinates tasks, schedules inspections, and supervises technicians.
 - **Maintenance Technicians:** Perform inspections, maintenance, and repairs.
 - **Contractors:** Provide specialized services when necessary.
-

Maintenance Schedule

Daily Tasks

- Inspect doors, locks, and security systems.
- Check HVAC systems for proper operation.
- Inspect plumbing for leaks or clogs.
- Remove trash and ensure cleanliness.
- Test emergency lighting and exit signs.
- Painting as necessary.

Weekly Tasks

- Perform minor repairs as needed.

- Inspect fire extinguishers and alarm systems.
- Monitor water heaters and boilers.
- Inspect ventilation systems.

Monthly Tasks

- Test and document fire suppression systems.
- Lubricate moving components on mechanical systems.
- Perform pest control inspections.
- Check electrical panels for abnormalities.
- Inspect and clean air filters.
- Buff floors

Quarterly Tasks

- Conduct comprehensive HVAC servicing.
- Inspect roofing and gutters.
- Test security and surveillance equipment.
- Calibrate thermostats and sensors.
- Inspection of all fire safety equipment.
- Review and update maintenance logs.

Annual Tasks

- Perform complete building inspection.
- Conduct in-depth structural integrity checks.
- Service lifts.
- Perform backflow testing on plumbing.
- Update preventative maintenance plan as needed.
- Exterior grounds maintenance as per season.
- Automobile maintenance as per manufacturer guidelines.
- Strip and wax floors

Emergency Maintenance

In the event of a system failure or emergency, immediate repairs will be performed. The Director of Facilities will determine the urgency and coordinate necessary actions.

Documentation and Reporting

All maintenance activities will be documented, including date, task performed, personnel responsible, and any issues identified. Reports will be reviewed monthly to identify trends and areas needing improvement.

Review and Revision

This plan will be reviewed annually and updated as necessary to reflect changes in the facility, equipment, or regulations.

RMJC Work Plan

Staffing & Personnel Development

- Hire essential personnel:
 - Correction Officers
 - Corrections Counselor
 - Transitional Unit Manager
- Continue to send Correctional Officers to the academy for certification and professional development.

Facility Upgrades & Safety Improvements

- Complete installation of the brick façade on the facility exterior.
- Install a key control system to enhance security protocols.
- Install a walk-through metal detector at the entrance for improved screening.
- Replace and upgrade front entrance doors for enhanced security and functionality.
- Relocate classrooms to the third floor as recommended by WVDCR and Department of Education (DOE) to increase safety.

Programs & Services Implementation

- Launch the Tablet Program to support education, communication, and rehabilitation.
- Fully implement the Commissary Program to provide essential items to residents in a structured, controlled manner.

Audits & Inspections

1. Maintenance Walkthrough – Monthly
2. Facility Security / Safety Audit – Monthly
3. Supreme Court Audit – Quarterly
4. Food Establishment Sanitation Inspection – Biannual
5. DCR Policy Audit – Annually
6. Disability Rights Monitoring – Annually
7. Fire Marshall Inspection – Annually
8. General Sanitation Inspection – Annually
9. Resident Court Records Audit – Annually
10. Legislative Standards Audit – Annually
11. Independent Financial Statement Audit – Annually
12. CARF Audit – Every 3 years
13. PREA Audit – Every 3 years

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A Non-Mandatory PRE-BID meeting will be held at the following place and time:



A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the Prebid will be permitted to sign in but are charged with knowing all matters discussed at the Prebid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: March 21, 2025 - 2:00pm EST

Submit Questions to: Mickey Skeens

Email: Herbert.M.Skeens@wv.gov

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Yes

BUYER: Mickey Skeens

SOLICITATION NUMBER: ARFQ 0608 DCR2500000087

BID OPENING DATE: March 28, 2025

BID OPENING TIME: 11:00am EST

FAX NUMBER: 304-558-1426

5. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendors should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

10. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

12. NON-RESPONSIBLE: The Director of Administrative Services reserves the right to reject the bid of any vendor as non-responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part.

14. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Division of Administrative Services.

2.5. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.



Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.



Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.



One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.



Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after the contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverage identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of:
\$1,000,000.00 _____ per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 _____ per occurrence.
- ☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:
\$1,000,000.00 _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third-Party Fidelity Insurance** in an amount of:
_____ per occurrence.
- ☒ **Cyber Liability Insurance** in the amount of: \$1,000,000.00 _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in the amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in the amount of: _____ per occurrence.

☐☐☐☐

8. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

☐ Liquidated Damages Contained in the Specifications

10. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

18. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

19. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19A. VENUE: All legal actions for damage brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract, to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defects in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

<http://www.state.wv.us/admin/purchase/privacy/default.html>

28A. CONFIDENTIALITY POLICIES AND INFORMATION SECURITY

ACCOUNTABILITY: The Vendor agrees to adhere to the Confidentiality Policies and Information Accountability Requirements set forth in the link below. At the Agencies sole discretion, the Agency can require the Vendor and its employees to execute the confidentiality agreement.

<http://www.state.wv.us/admin/purchase/privacy/default.html>

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

30. LICENSING: In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer, or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

34. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

35. NO DEBT CERTIFICATION: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a Political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the State or a Political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

36. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

☐ Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. The service provider is responsible for any costs associated with the fingerprint based state and federal background inquiry. Upon award the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Youth Services System, Inc

Company

Ca. Sgt, CFO

Authorized Signature

3-28-2025

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

Chris Sengewalt, Chief Financial Officer

(Address)

304-639-5928

(Phone Number) / (Fax Number)

csengewalt@ysswv.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand that this Contract is subject to the provisions of West Virginia code and rules and applicable adopted procedures; therefore, purchases and contracts violating West Virginia Code and rules are void and of no effect.

Youth Services System, Inc

(Company)

(Authorized Signature) Representative Name, Title)

Chris Sengewalt, Chief Financial Officer

(Printed Name & Title of Authorized Representative)

March 28, 2025

(Date)

304-639-5928

(Phone Number) (Fax Number)

Agency History and Program Description

Youth Services System, Inc. (YSS) has offered secure detention services since 1986. YSS recently celebrated 50 years of service. We are designated as a 501©3 by the Internal Revenue Service and participates in an A-133 audit yearly. YSS has multiple state contracts with Department of Human Services and secures federal, state and private funds for several programs.

We are the largest child serving provider in the northern panhandle where we offer an array of residential and community-based services including but not limited to: emergency shelters, transitional living programs, certified adult sober living homes, youth employment program, prevention and school based mental health services, outpatient assessment/evaluation, therapy, wrap-around services, suicide prevention, peer recovery support, family coordinators providing supervised visitation and parenting education, early diversion, and mentoring. These are services that juveniles and their families may benefit from should the court order other services upon discharge. We are licensed by the Department of Human Services and the Office of Health Facilities Licensure and Certification.

We are accredited by the Commission of Accreditation for Rehabilitation Facilities and are in compliance with the National Commission on Correctional Health Care, and are working towards American Correctional Association and CIYJ standards. We are governed by 13 Board Members with varying background and expertise. YSS has a Management Team with the background and training necessary to effectively manage our programs. We are also fortunate to have long-term committed Superintendents, Managers and Officers. Our recent reviews and audits represent our commitment to quality and efficiency.

As a part of our Program Description, we chose to respond to required standards. The Ronald C. Mulholland Facility is in compliance with mandatory requirements.

4.1.2.1 YSS uses the Life Skills Curriculum, Life Skills Reimagined as well as supplemental information provided by the WVDCR.

4.1.2.2 YSS works collaboratively with WVDCR to monitor and ensure success of program goals. YSS enforces rules, requires educational participation, provides recreation, offers individual and group counseling, follows guidelines of the plan that is reviewed monthly. All services are provided in a respectful manner.

4.1.2.3 YSS provides medical and behavioral health care to the juvenile residents in accordance with contract and accreditation standards.

4.1.2.4 YSS provides a secure facility in compliance with ACA applicable practices.

4.1.2.5 YSS provides all food services, laundry services, religious services, security, recreation and unit management.

4.1.2.6 YSS provides secure transportation to juvenile offenders for medical appointments, court appearances, or other approved trips from the facility in accordance with WVDCR transportation policies.

4.1.3 RMJC accepts juvenile offenders committed by the court. We do not accept status offenders. We adhere to policies 4.1.3.1 - 4.1.3.4.

4.1.4 RMJC will not accept a juvenile who needs medical attention unless they have a written clearance by a licensed physician.

4.1.5.1 All RMJC residents receive on intake the following:

- A. T-Shirt
- B. Trousers
- C. Underwear/Bras/Panties/Boxers
- D. Socks
- E. Sweatpants
- F. Shorts
- G. Sweatshirts
- H. Shoes
- I. Sleepwear
- J. Jacket

*Laundry completed daily

4.1.5.2 & 4.1.5.3 Healthcare Services: RMJC has a contracted physician who comes twice a week to the facility. We have three (3) LPNs on site sixteen (16) hours a day.

4.1.5.4 Behavioral & Mental Health:

1. We have a contracted therapist who comes daily to meet with residents for evaluation and therapy.
2. We also have a contracted psychiatrist who comes every Friday for psychiatric evaluations and medication assessments.
3. We employ a Licensed Psychologist available for evaluations.

4.1.5.5 Medical Audit: RMJC complies with any Bureau of Juvenile Services (BJS) medical audit.

4.1.5.6 Furnishings & Accessories: RMJC provides Linens/Bedding/Mattresses/Pillows and all furnishings. RMJC provides all hygiene products including ethnic products. We have a contracted beautician to provide haircuts each month.

4.1.5.7 Education:

- C. Education services are provided by West Virginia Department of Education five (5) days a week year-round excluding holiday.

4.1.5.8 Food Service:

G. Food Service is provided on site and follows Child Nutrition Guidelines. A contracted registered dietician has been retained to review menus.

4.1.5.9

F. Recreational services are provided daily using outdoor/indoor recreational areas, and exercise equipment in an indoor exercise room. Officers also are creative with passive recreation. We are in the process of creating a high phase level activity room.

4.1.5.10 Counseling services are provided by Correctional Counselor II (CCII) or Correctional Counselor I (CCI). Individual counseling is provided by counselors as required. They are provided groups following Director of Treatment Module.

1. Anger Management
2. CBT (Cognitive Behavioral Therapy)
3. ART (Aggression Replacement Training)
4. Trauma Informed Care - Trauma Recovery
5. CPT (Cognitive Processing Therapy)- PTSD Awareness
6. Positive Action
7. Art Therapy
8. Music Therapy
9. Town Hall (Community Meeting)
10. Writing Prompts/Journaling
11. Forward Thinking (Positive Change)
12. Drug & Alcohol Awareness
13. MBC (Mindfulness Cognitive Based Therapy)
14. "Coaching" - Goal Oriented Therapy

4.1.5.11

D. Case Management Services provide the following:

1. Initial Service Plan
2. Mental Health Screenings
3. PREA Screenings
4. YLS (Youth Level of Service)
5. Case Management Plan
6. Behavior Plans
7. Count Reports
8. CSED Waiver Applications
9. QIA Assessments, Quality Independent Assessments
10. MDT (Multi-Disciplinary Team)
11. Satisfaction Survey
12. Participate in Weekly Meetings

4.1.6 RMJC submits monthly reports and statistics on transportation activities and costs as well as healthcare activities and costs.

4.1.7 RMJC employs security staff that are equivalent to the WVDCR qualifications for specific positions. WVDCR clears security applicants.

4.1.8 YSS supervises all contractors and employees to ensure that all operations are conducted in accordance with this contract, applicable federal, state, and local laws, and Agency policies and procedures. YSS ensures compliance with WVDCR policy regarding employee qualifications, training, and standards of conduct. Security and treatment staff are required to attend the WVDCR training academy where YSS pays employee's wages and travel expenses. YSS provides staff uniforms that are distinct and consistent for all security staff.

4.1.9 The Superintendent/Designee attend quarterly meetings. Wages and travel expenses are paid by YSS.

4.1.10

1 Superintendent

1 Deputy Superintendent

1 COVI

2 COV's

4 COVI's

2 COIII's

5 COII's

5 COI's

*Plans to hire 11 COI's

4.5 Control Officers

1 Food Service Director

1 Kitchen Manager

2 Cooks

1 LPN Supervisor

2 LPN's

1 Administrative Assistant

1 Office Assistant

*Transfer one CM to Unit Manager

1 Case Manager

1 CCII

*Hiring 2 CCI's

1 Contracted Therapist

1 FTO

2 Laundry Workers

1 Contracted Psychiatrist

*We are in the process of hiring a custodian and looking to dedicate to full time maintenance position.

4.1.10.1 We follow the minimum staffing pattern. Officers work 12-hour shifts to ensure proper coverage. Our goal would be to go to 8-hour shifts if additional officers are funded.

4.1.10.2 RMJC is currently advertising Counselors and Correction Officers. We will be adding 11 Officers, 2 Counselors and transferring a Case Manager to a Unit Manager.

4.1.11- 4.1.12.5 YSS will adhere to fixed daily rate per resident/bed which includes room and board, food, medical, mental health services, security, recreation, secure transportation, supervision of admin cost based on per diem approved. YSS will bill bi-monthly listing medical and mental health costs on specific line item. YSS adheres to provisions 4.1.12.1-4.1.12.5.

4.1.13 YSS dedicated Maintenance Staff is responsible for maintenance of facility to meet NCCHC, ACA and CIYJ Standard inspections. YSS will correct deficiencies within 60 days unless otherwise required.

4.1.14 YSS cooperates with any required audit or monitor of records as noted in audits/inspections enclosed.

4.1.15 We comply with all agency PREA Standards established by the US Department of Justice. We are PREA compliant since 2015 and follow all policies and procedures.

4.1.16 RMJC complies with BJS Protocol 128 for staffing.

4.1.17 YSS will cooperate with post award conference if selected.

4.1.18 YSS participates with the WVDCR quarterly meetings to ensure compliance.

RMJC provides transportation services to all residents.

1. Court
2. Outside Medical, Dental, ER
3. Funeral/Court Ordered Hospital Visits

All RMJC vehicles are insured and inspected regularly and maintained by YSS.

RMJC has started the tablet program, currently waiting to add the commissary program. Family dinners are provided once every other month.

Religious services are provided by Jesus on the River every other Sunday. Rock of Ages offer a revival twice a year. We accommodate any other request for religious services. Example: Priest or Rabi

RMJC has on site laundry services. We have two rooms fully stocked with clothing, bedding, shoes and linens.

YSS / RMJC Policy Commitments

Based on WVDCR Policy Directive 200.00

Attachment A

I. Regulatory Compliance

- **YSS / RMJC ensures** that RMJC complies with applicable federal, state, and local building, fire, sanitation, health, and safety codes where promulgated to ensure the safety of all persons within the facility. The authority having jurisdiction documents compliance. All documentation (e.g., inspection reports, license, letters, certificates of compliance, etc.) shall be maintained by the facility.
- **YSS / RMJC considers** the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates and residents from sexual abuse when designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities.
- **YSS / RMJC ensures** the Director of Safety, Director of Construction and Engineering, Director of Security Services, and the Director of PREA Compliance are notified when considering any new construction, renovation, alteration, or additions to the physical plant.
- **YSS / RMJC submits** planned specifications for all new facilities to the State Fire Marshal's office for review prior to construction and not occupy any facility until a Certificate of Occupancy is issued by the Fire Marshal's office.
- **YSS / RMJC ensures** that all facilities are inspected at the required intervals by the appropriate governmental agencies, and that all regulatory/inspection reports are reviewed with corrective action initiated when warranted.
- **YSS / RMJC provides** copies of all regulatory/inspection reports (e.g., BRIM annual inspections, Fire Marshal inspections, DHHR inspections, etc.) to the Director of Safety or designee and the applicable Assistant Commissioner.
- **YSS / RMJC submits** corrective action plans as requested or required, with copies provided to the Director of Safety or designee and the applicable Assistant Commissioner.

II. Facility Design for Interaction

- **YSS / RMJC ensures** that physical plant design facilitates personal contact and interaction between staff and inmates/residents, and avoid designs that isolate staff from housing units, which limit awareness of unit conditions.
- **YSS / RMJC adheres to contracted** housing unit size based on the characteristics of the inmate/resident population, including security classification and the ability of staff to maintain safety and contact.
 - Currently adding more correction officers.

III. Housing Standards

- **YSS / RMJC ensures** each inmate/resident has a sleeping surface, a writing surface and seating area, and storage for personal items.
- **YSS / RMJC houses** male and female inmates/residents in separate cells/rooms.
- **YSS / RMJC provides** single-occupancy cells/rooms when needed for sexual predators, individuals with severe medical or mental health issues, or those at risk of exploitation or harm.
- **YSS / RMJC provides** adjacent dayrooms with adequate space and furnishings for various activities consistent with custody levels.
- **YSS / RMJC ensures** inmates/residents have 24/7 access to toilet and hand-washing facilities without requiring staff assistance.
- **YSS / RMJC ensures** access to operable washbasins with hot and cold running water.
- **YSS / RMJC provides** showers with temperature-controlled hot and cold water (100–120°F) to promote safety and hygiene.
- **YSS / RMJC houses** residents with disabilities in a safe and integrated environment with accessible design features.
- **YSS / RMJC implements** a standardized system of identifying rooms, pods, and sections using visible letters and numbers.

IV. Environmental Conditions

- **YSS / RMJC ensures** lighting levels are appropriate for tasks (e.g., writing, grooming) throughout the facility.
- **YSS / RMJC provides** access to natural light in inmate/resident rooms and cells.
- **YSS / RMJC maintains** noise levels that allow restful sleep during nighttime hours.
- **YSS / RMJC ensures** ventilation systems provides outside or recirculated, filtered air in accordance with State Building Code.
- **YSS / RMJC maintains** appropriate temperatures for seasonal comfort in living and working areas.
 - Boiler installed, new company contracted for heating and cooling.

V. Space for Programs and Services

- **YSS / RMJC provides** outdoor exercise areas for daily use by inmates/residents and covered/enclosed options for use in bad weather.
 - Recently updated
- **YSS / RMJC provides** sufficient space for contact and non-contact visitation, with screening and storage for visitors' personal items.
- **YSS / RMJC designates** areas for programming such as education, vocational training, CTE Program, and other group programs, including multipurpose spaces.
- **YSS / RMJC provides** group dining areas when possible, allowing at least 20 minutes per resident per meal, unless safety concerns dictate otherwise.

- **YSS / RMJC ensures** food storage areas are sanitary and temperature-controlled, with preparation areas and facilities sized appropriately for the population.
- **YSS / RMJC provides** janitorial closets near living/activity areas equipped with sinks and cleaning supplies.
- **YSS / RMJC allocates** space for storing and issuing clothing, bedding, cleaning supplies, and other operational necessities.
- **YSS / RMJC provides** secure storage for the personal property of inmates/residents.
- **YSS / RMJC provides** separate, adequate space for mechanical and electrical equipment.
- **YSS / RMJC stores** chemical agents, and security items in a secure but readily accessible location outside inmate/resident areas. No firearms are permitted on the property.

VI. Staff Facilities

- **YSS / RMJC provides** staff with private rooms or lounges for meals and rest, separate from inmates/residents.
- **YSS / RMJC designates** spaces for staff training.
- **YSS / RMJC provides** areas for shift-change briefings.
- **YSS / RMJC provides** toilets and washbasins for staff that are not shared with inmates/residents.

VII. Accessibility

- **YSS / RMJC ensures** that all public-access areas of the facility are usable by staff and visitors with disabilities.

VIII. Perimeter Security

- **YSS / RMJC maintains** a secure facility perimeter to prevent unauthorized access and resident escape.
- **YSS / RMJC matches** perimeter security methods to the size and security needs of RMJC.
- **YSS / RMJC maintains** perimeter surveillance through video surveillance, perimeter checks performed by correction officers, detection systems, mobile patrols, or combinations thereof.
- **YSS / RMJC ensures** visibility of all areas adjacent to the perimeter under all conditions.
- **YSS / RMJC designates** specific points for pedestrian and vehicle entry and exit.
- **YSS / RMJC uses** sally ports as the only entry points at maximum-security facilities.
 - Adding a new Sally Port and metal detectors at the main entrance in the future.

The Ronald C. Mulholland Facility is in compliance with Policy Directive 200.00. We follow any recommendations by the DCR/BJA.