

Lorain/Medina Community Based Correctional Facility

Prison Rape Elimination Act

Community Confinement Facility- Zero Tolerance Policy; Sexual Harassment/Abuse Prevention, Detection & Response, & Disciplinary

Effective Date: 3/17/14

PREA # 115.211	An facility will have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the facility's approach to preventing, detecting, and responding to such conduct. An facility will employ or designate an upper-level, facility-wide PREA coordinator, with sufficient time and authority to develop, implement, and oversee facility efforts to comply with the PREA standards in all of its community confinement facilities.
PREA # 115.251	a. The facility will provide multiple internal ways for residents to privately report sexual abuse and sexual harassment, retaliation by other residents or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents. b. The facility will also inform residents of at least one way to report abuse or harassment to a public or private entity or office that is not part of the facility and that is able to receive and immediately forward resident reports of sexual abuse and sexual harassment to facility officials, allowing the resident to remain anonymous upon request. c. Staff will accept reports made verbally, in writing, anonymously, and from third parties and will promptly document any verbal reports. d. The facility will provide a method for staff to privately report sexual abuse and sexual harassment of residents.
PREA # 115.252	a. An facility will be exempt from this standard if it does not have administrative procedures to address resident grievances regarding sexual abuse. b. (1) The facility will not impose a time limit on when a resident may submit a grievance regarding an allegation of sexual abuse. (2) The facility may apply otherwise applicable time limits on any portion of a grievance that does not allege an incident of sexual abuse. (3) The facility will not require a resident to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section will restrict the facility's ability to defend against a lawsuit filed by a resident on the grounds that the applicable statute of limitations has expired. c. (1) A resident 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. d. (1) The facility will issue a final facility decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period will not include time consumed by residents in preparing any administrative appeal. (3) The facility may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The facility will notify the resident in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence of a response to be a

<p>PREA # 115.252 (continued)</p>	<p>denial at that level. e. (1) Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, will be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and will also be permitted to file such requests on behalf of Residents. (2) If a third party files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. (3) If the resident declines to have the request processed on his or her behalf, the facility will document the resident's decision. f. (1) The facility will establish procedures for the filing of an emergency grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse. (2) After receiving an emergency grievance alleging a resident is subject to a substantial risk of imminent sexual abuse, the facility will immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, will provide an initial response within 48 hours, and will issue a final facility decision within 5 calendar days. The initial response and final facility decision will document the facility's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance. g. The facility may discipline a resident for filing a grievance related to alleged sexual abuse only where the facility demonstrates that the resident filed the grievance in bad faith.</p>
<p>PREA # 115.253</p>	<p>a. The facility will provide residents with access to outside victim advocates for emotional support services related to sexual abuse by giving residents mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and by enabling reasonable communication between residents and these organizations, in as confidential a manner as possible. b. The facility will inform residents, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws. c. The facility will maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide residents with confidential emotional support services related to sexual abuse. The facility will maintain copies of agreements with documentation showing attempts to enter into such agreements.</p>
<p>PREA # 115.254</p>	<p>The facility will establish a method to receive third-party reports of sexual abuse and sexual harassment and will distribute publicly information on how to report sexual abuse and sexual harassment on behalf of a resident.</p>
<p>PREA # 115.261</p>	<p>a. The facility will require all staff to report immediately and according to facility policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the facility; retaliation against residents or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. b. Apart from reporting to designated</p>

<p>PREA # 115.261 (continued)</p>	<p>supervisors or officials, staff will not reveal to anyone other than to the extent necessary, as specified by facility policy, to make treatment, investigation, and other security and management decisions. c. Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners will be required to report sexual abuse pursuant to paragraph (a) of this section and to inform residents of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services. d. If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the facility will report the allegation to the designated State or local services facility under the applicable mandatory reporting laws. e. The facility will report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.</p>
<p>PREA # 115.262</p>	<p>When an facility learns that a resident is subject to substantial risk of imminent sexual abuse, it will take immediate action to protect the resident.</p>
<p>PREA # 115.264</p>	<p>a. Upon learning of an allegation that a resident was sexually abused, the first security staff member to respond to the report will be required to: 1) Separate the alleged victim and abuser; 2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; 3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and 4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking or eating. b. If the first staff responder is not a security staff member, the responder will be required to request that the alleged victim not take any actions that could destroy the physical evidence and then notify security staff.</p>
<p>PREA # 115.265</p>	<p>The facility will develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.</p>
<p>PREA # 115.267</p>	<p>a. The facility will establish a policy to protect all residents and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other residents or staff and will designate which staff members of departments are charged with monitoring retaliation. b. The facility will employ multiple protection measures, such as housing changes or transfers for resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services for residents or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations. c. For at least 90 days following a report of sexual abuse, the facility will monitor the conduct and treatment of residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and will act promptly to remedy any such retaliation. Items the facility should monitor include any</p>

<p>PREA # 115.267 (continued)</p>	<p>resident disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The facility will continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need. d. In the case of residents, such monitoring will also include periodic status checks. e. If any other individual who cooperates with an investigation expresses a fear of retaliation, the facility will take appropriate measures to protect the individual against retaliation. f. An facility's obligation to monitor will terminate if the facility determines that the allegation is unfounded.</p>
<p>PREA # 115.282</p>	<p>a. Resident victims of sexual abuse will receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment. b. If no qualified medical or mental health practitioners are on duty at the time a report of a recent abuse is made, security staff first responders will take preliminary steps to protect the victim pursuant to 115.262 and will immediately notify the appropriate medical and mental health practitioners.</p>
<p>PREA # 115.283</p>	<p>a. The facility will offer medical and mental health evaluations and, as appropriate treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility. b. The evaluation and treatment of such victims will include, as appropriate, follow-up services, treatment plans, and, when necessary referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody. c. The facility will provide such victims with medical and mental health services consistent with the community level of care. d. Resident victims of sexually abusive vaginal penetration while incarcerated will be offered pregnancy tests. e. If pregnancy results from conduct specified in paragraph (d) of this section, such victims will receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services. f. Resident victims of sexual abuse while incarcerated will be offered tests for sexually transmitted infections as medically appropriate. g. Treatment services will be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident. h. The facility will attempt to conduct a mental health evaluation of all known resident-on-resident abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.</p>
<p>PREA # 115.278</p>	<p>a.) Residents will be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse or following a criminal finding of guilt for resident-on-resident sexual abuse. b.) Sanctions will be commensurate with the nature and circumstances of the abuse committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories. c) The disciplinary process will consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed. d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility will consider</p>

PREA # 115.278 (continued)	whether to require the offending resident to participate in such interventions as a condition of access to programming or other benefits. e) The facility may discipline a resident for sexual contact with staff only upon a finding that the staff member did not consent to such contact. f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred will not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation. g) An facility may, in its discretion, prohibit all sexual activity between residents and may discipline residents for such activity. An facility may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
Reviewed: 3/17/14	
Revised:	Approved By:

Policy

It is the policy of the Lorain/Medina C.B.C.F. that the facility provides a safe, humane, and appropriately secure environment, free from threat of sexual misconduct for all residents by maintaining a zero tolerance towards all forms of sexual misconduct. Sexual harassment and sexual abuse of residents by other residents or staff, including contract staff and volunteers is strictly prohibited. The facility outlines its approach to preventing, detecting and response to such conduct. A written facility plan to coordinate actions taken in response to an incident of sexual abuse, amongst staff first responders, medical and mental health practitioners, investigators, and facility leadership is developed.

The facility employs or designates an upper-level, facility-wide PREA coordinator, with sufficient time and authority to develop, implement, and oversee facility efforts to comply with the PREA standards.

The Lorain/Medina C.B.C.F has policies and procedures which governs the following:

- a. Resident reporting (115.251);
- b. Staff and facility reporting duties (115.261);
- c. Third-party reporting (115.254);
- d. Imminent Risk of Sexual Abuse (115.262);
- e. Staff first responder duties (115.264);
- f. Coordinated response (115.265);
- g. Access to emergency medical and mental health services (115.282);
- h. Resident access to outside confidential support services (115.253);
- i. Ongoing medical and mental health care for sexual abuse victims and abusers (115.283);
- j. Protection against retaliation (115.267);
- k. Disciplinary sanctions for residents (115.278); and
- l. Exhaustion of administrative remedies (115.252);

Procedures

A. PREA Coordinator & Zero Tolerance Policy

The Lorain/Medina C.B.C.F. designates the Operations Director as the PREA Coordinator to oversee it's efforts to comply with PREA standards. The PREA Coordinator has sufficient time and authority to develop, implement, and oversee the facility's efforts to comply with PREA standards.

The facility's zero tolerance policy strictly prohibits sexual harassment or sexual abuse of residents by other residents, staff, contractors, and volunteers. The policy outlines the approach to preventing, detecting, and responding so such conduct.

Specifically, it is both illegal and against the policy of the C.B.C.F for any resident, employee, contractor or volunteer to:

- 1) Sexually harass a resident by making unwelcome sexual advances, requests for sexual favors, or verbal comments, obscene gestures or language, demeaning references to gender, or actions of a derogatory or offensive sexual nature including comments about body or clothing.
- 2) Abuse a resident which includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:
 - a) Contact between the mouth and the penis, vulva, or anus, including penetration, however slight;
 - b) Contact between the mouth and the penis, vulva, or anus;
 - c) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument;
 - d) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.
 - e) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - f) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - g) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - h) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described this section;
 - i) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident; and
 - j) Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or female breasts (outside the scope of official duties of a staff member or facility medical staff); or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Prevention

A. The Lorain/Medina C.B.C.F. has a prevention plan which includes the following:

1. The screening of all residents upon admission to assess their risk of being a victim of sexual abuse or their likelihood of committing sexual abuse. As a result of this screening, residents will be assigned a PREA classification. The Operations Director or designee will make appropriate dorm assignments based upon PREA classifications by using a PREA accommodation strategy.
2. Providing sexual harassment/abuse education to the resident population.

3. Providing sexual harassment/abuse education to facility staff.
4. Ensuring that a staffing plan addresses adequate levels of staff, prevailing staffing patterns, deployment of video monitoring systems and other monitoring technologies, and blind spots or isolation areas in order to protect and prevent residents against sexual abuse.
5. Rules and regulations for residents, staff, contract staff, and volunteers:
 - a. Ensuring that residents are 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 dorm checks.
 - b. When a staff member of the opposite gender enters the residents' sleeping, dressing, bathing, or bathroom areas of the facility, they must announce "Male/Female Entering" the area by specific area.
 - c. Education contract staff are not permitted to enter the residents' sleeping, dressing, bathing, or bathroom areas of the facility. They are monitored in the class room via cameras to ensure their safety, as well as the residents.
 - d. Medical contract staff are not permitted to enter the residents' sleeping, dressing, bathing, or bathroom areas of the facility unless in a medical emergency for an resident. During this time they are supervised by facility staff.
 - e. When a contractor for repair is on-site, they are supervised by Lorain/Medina C.B.C.F staff at all times. They are not permitted to work alone in the secured perimeter, including in or around resident living areas.
 - f. When a volunteer is on-site, they are supervised by Lorain/Medina C.B.C.F staff at all times in order to ensure their safety, as well as the residents. They are not permitted to enter residents' sleeping, dressing, bathing, or bathroom areas of the facility.

Detection

A. Reporting by resident, outside entity or third party.

The Lorain/Medina C.B.C.F. will provide multiple internal ways for residents to privately report sexual abuse and sexual harassment, retaliation by other residents or staff for reporting sexual abuse and sexual harassment incidents, and staff neglect or violation of responsibilities that may have contributed to such incidents. Residents are notified of at least one way to report abuse or harassment to a public or private entity or office that is not part of the facility and that is able to receive and immediately forward resident reports of sexual abuse and sexual harassment to officials, allowing the resident to remain anonymous upon request.

1. A resident may report allegations either verbally or in writing to any facility staff member.
2. Residents may also report allegations to an outside entities Lorain County Rape Crisis Center and Ohio Department of Rehabilitation & Corrections by using the phone numbers and/or addresses provided via posters located in the dayroom areas.

Residents will be given the opportunity to remain anonymous upon request to either outside entity.

3. Third parties may also report allegations to outside entities Lorain County Rape Crisis and Ohio Department of Rehabilitation & Corrections by using the phone number and/or address provided via lmcbcf.com, lobby area posting, or visitor/volunteer orientation.
 - a. All reports of allegations of sexual misconduct including anonymous reports will be reported to Lorain/Medina C.B.C.F. Administration.

There will be no time limit on when a resident may report sexual misconduct to staff, outside entity, or third party. Once an incident has been reported, Lorain/Medina C.B.C.F. will respond immediately and objectively.

B. Staff Reporting Duties

Staff will accept reports made verbally, in writing, anonymously, and from third parties and will promptly document any verbal reports. The facility provides a method and requires staff to immediately and privately report sexual abuse/ harassment of residents according to facility policy. Staff reporting includes any of the following:

1. Staff will privately report any knowledge, suspicion, or information regarding an incident of sexual misconduct that that may have occurred to Administration.
 - a. Any staff member that observes incidents or behaviors that cause a reasonable concern that a resident may be at risk of sexual victimization will document this incident or observation on an incident report form designated for this purpose only and submit it directly to Administration.
 - b. Any staff member that receives a verbal or written report from a resident, an anonymous source, or a third party of sexual misconduct or retaliation will immediately notify Administration and complete an incident report, marked as confidential. If it is a report of sexual abuse, staff will request that the alleged victim not take any action that could destroy physical evidence.
 - c. Medical and mental health providers are required to report sexual abuse and to inform the resident of their duty to report and the limitations of confidentiality at the initiation of services.

Medical and mental health providers are further obligated to report any communications indicating a danger to any other person or to the person making the communication, regardless of any established professional privilege.

Apart from reporting to designated supervisors or officials, staff are not to reveal information to anyone other than to the extent necessary in order to make treatment, investigation, and other security and management decisions (as specified by facility policy) .

2. Retaliation against residents or staff who reported such an incident;
 - a. Staff will report retaliation against residents or staff who report such incidents and any staff neglect or violation of responsibilities that may be contributed to an incident of retaliation.
 - b. All reports of allegations of sexual misconduct and retaliation, including third-party and anonymous reports are reported to the facility investigator.

C. Facility Reporting Duties

1. Upon receiving an allegation that a resident was sexually abused while confined at another institution, the Lorain/Medina C.B.C.F facility investigator will notify the institution where the alleged abuse occurred within 72 hours after receiving the allegation. This notification will be documented.
 - a. Any resident who has been victimized by sexual abuse in any prison, lockup or juvenile facility will be offered medical and mental health evaluations, and treatment as appropriate.
 - b. Treatment services will be provided to the alleged victim without financial cost and regardless of whether the victim names the alleged abuser or cooperates with any investigation arising out of the incident.

Any information related to sexual victimization or abusiveness that occurred in a confinement setting is strictly limited to medical and mental health providers and other staff, as necessary, in order to establish treatment plans and security management decisions (i.e. including dorm, work, education and program assignments). Staff will not reveal any information related to a sexual abuse report to anyone other than to the extent necessary.

The institution that receives such notification is responsible to ensure that the allegation is investigated in accordance with applicable provisions of the PREA policy.

2. The Lorain/Medina C.B.C.F. is responsible to report sexual allegations involving a victim considered a vulnerable adult under State or local vulnerable persons statute to the appropriate State or local services facility (ies) per mandatory reporting laws.
3. All allegations of sexual harassment and abuse, including third party and anonymous reports that are reported to supervisors, medical/mental health, contract staff, or volunteers is reported to the facility's designated PREA Investigator.

Response

A. Imminent Risk of Sexual Abuse

When the Lorain/Medina C.B.C.F. learns that a resident is subject to substantial risk of imminent sexual abuse, immediate action will be taken to protect the resident.

All reports of substantial risk of imminent sexual abuse will immediately be forwarded to the PREA Investigator and Executive Director. Upon receipt of a report, Resident Advisor staff will take immediate action to employ protection measures to ensure the resident's safety.

1. Residents at high risk for victimization will be separated from the population and may be placed in visitation or other area where the resident can be monitored and have access to staff.
2. Residents at high risk for victimization will not be placed in isolation unless an assessment of all available alternatives has been made and a determination has been made that there is no available alternative means of separation from likely abusers.
3. If an imminent risk of sexual abuse assessment cannot be completed immediately, the resident may be held in involuntary isolation for less than 24 hours while the assessment is being completed.
4. If the involuntary isolation period should extend past 24 hours, staff will clearly document the basis of the concern for the resident's safety and the reason why no alternative means could be arranged.
 - a. Residents placed in isolation for this purpose will have access to programs, privileges, education and work opportunities to the extent possible. If access is restricted, staff will document the following:
 - i. Opportunities that have been limited;
 - ii. Duration of limitations; and
 - iii. Reasons for such limitations.
 - b. Involuntary isolation assignments will only be until alternative means of separation from likely abusers can be arranged and will not ordinarily exceed thirty (30) days.
 - c. Every thirty (30) days, Administration will review the resident to determine whether there is a continuing need for separation from the general population.
5. The Executive Director's designee will provide a documented initial response on the imminent risk of sexual abuse form within forty-eight (48) hours of the initial report being received. The report will document the facility's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken.
6. A documented final decision will be made within five (5) calendar days of the initial report and will be documented by the Executive Director's designee on the imminent risk of sexual abuse form. The report will document the facility's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken.
7. The Executive Director's designee will use the imminent risk of sexual abuse form to initiate a special screening

within seventy-two (72) hours of the final decision on whether the resident is in substantial risk of imminent sexual abuse. The resident's PREA classification may be changed dependent upon the contents of the final decision and criteria used to assign a resident's PREA classification.

B. Allegation of Sexual Abuse

If the first responder is not a security staff member, the responder is required to separate the alleged victim and abuser, request that the alleged victim take any actions that could destroy the physical evidence and then notify security staff.

Upon learning of an allegation that a resident was sexually abused, the first security staff member to respond to the report is required to:

1. Separate the alleged victim and abuser (if this hasn't already occurred);
 - a. The victim will be housed in an environment that will, to the extent possible, permit the victim the same level of privileges the victim was permitted immediately prior to the sexual abuse. Any use of segregated housing to protect a resident who is alleged to have suffered sexual abuse will be subject to the following requirements:
 1. Involuntary isolation will not be utilized unless an assessment of all available alternatives has been made and a determination has been made that there is no available alternative means of separation from likely abusers. If an assessment cannot be made immediately, the resident may be held in involuntary isolation for less than 24 hours while completing the assessment.
 2. If a determination for involuntary isolation assignment is made, staff will clearly document the basis for concern for the resident's safety and the reason why no alternative means could be arranged.
 3. Residents placed in isolation for this purpose will have access to programs, privileges, education, and work opportunities to the extent possible. If access is restricted, staff will document opportunities that have been limited and the duration and reason for such limitations.
 4. Involuntary isolation assignments will only be until alternative means of separation from likely abusers can be arranged and will not ordinarily exceed 30 days.
 5. Every thirty (30) days, staff will afford the resident a review to determine whether there is a continuing need for separation from general population.
 - b. If the alleged abuser is an employee, volunteer, or contract person, immediate efforts will be made to eliminate contact between the resident and the alleged abuser. The facility investigator will determine if the employee should be placed on administrative leave or if the volunteer or contract person should be prohibited access to the facility during the course of the investigation.
2. Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence;
 - a. In cases where completed sexual abuse has allegedly occurred anally or vaginally within the previous 96 hours, the victim will be advised not take any actions that could destroy physical evidence, including as appropriate, showering or otherwise washing themselves, changing their clothes, urinating, or defecating.

If the sexual abuse was oral within the previous 24 hours, the victim will be advised not to smoke, eat, drink or brush their teeth, or otherwise take any action that could damage or destroy evidence.
 - b. If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser not take any actions that could destroy physical evidence, including as appropriate, washing, brushing, teeth, changing clothes, urinating, defecating, smoking, drinking or eating.

c. All reports of allegations of sexual misconduct and retaliation, including third-party and anonymous reports are reported to the facility investigator. The Lorain/Medina C.B.C.F ensures the allegation is investigated in accordance with policies and procedures while maintaining the anonymity of reporting staff or third parties. A confidential file of privately reported allegations will be maintained by the facility investigator.

f. Any resident involved in a sexual abuse incident will be referred for a risk assessment to document any changes in their PREA classification.

3. All allegations of sexual harassment/misconduct will be administratively and/or criminally investigated pursuant to PREA standard 115.271.

The Lorain/Medina C.B.C.F has a written "Sexual Abuse Coordinated Response Plan" which coordinates actions taken in response to an incident of sexual abuse among staff first responders, medical and mental health practitioners, investigators and facility leadership.

C. Access to Emergency Medical and Mental Health Services

1. Resident victims of sexual abuse will receive timely, unimpeded access to emergency medical treatment and crisis intervention services through Nord Rape Crisis Center and/or local hospital emergency room, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
2. Security staff first responders will take preliminary steps to protect the victim pursuant to 115.262 and will immediately notify the Operations Director, 911, Nord Rape Crisis Center, and Lorain County Sheriff's Department as appropriate. Qualified facility medical or mental health personnel that are on duty at the time a report of a recent abuse is made will only provide first aid as appropriate.
3. The facility will provide victims with emergency/on-going medical and mental health services consistent with the community level of care through Nord Rape Crisis Center or other qualified medical/mental practitioner.

D. Access to Outside Confidential Services

1. The Lorain/Medina C.B.C.F has entered into memoranda of understanding with the local rape crisis center, Nord Rape Crisis and will maintain this relationship in order to provide residents with confidential emotional support services related to sexual abuse. The facility will maintain copies of such agreement.
2. The facility will provide residents with access to outside victim advocates for emotional support services related to sexual abuse by providing them with Nord Rape Crisis Center's mailing address and telephone number, including a toll-free hotline number in order to enable reasonable communication between residents and this local rape crisis organization. This contact information is posted in the dayroom areas. All communication between the resident and rape crisis is as confidential a manner as possible.
3. The facility will inform residents, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

E. Access to Ongoing Medical/Mental Health Care

1. The facility will provide victims with emergency/on-going medical and mental health services consistent with the community level of care through Nord Rape Crisis Center or other qualified medical/mental practitioner.
2. Resident victims of sexually abusive vaginal penetration while incarcerated will be offered pregnancy tests either through Nord Rape Crisis or local hospital emergency room.
3. If pregnancy results from conduct in specified number 3 of this section, such victims will receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services within the community.
4. Resident victims of sexual abuse while incarcerated will be offered tests for sexually transmitted infections as

medically appropriate.

5. Treatment services will be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident as long as the victim is a resident of the Lorain/Medina C.B.C.F.
6. The facility will attempt to conduct a mental health evaluation of all known resident-on-resident abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
7. The facility will offer medical and mental health evaluations and, as appropriate treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility either through Nord Rape Crisis Center and/or through community referral for medical services.
8. The evaluation and treatment of victims will include, as appropriate, follow-up services through Nord Rape Crisis Center, who will be responsible for the victim's treatment plans and when necessary referrals for continued mental or medical care.
10. When a resident is being transferred to or placed in another facility, the Lorain/Medina C.B.C.F., in conjunction with Nord Rape Crisis Center will make necessary referrals for continued care. These referrals will be documented in the resident's PREA file, Aftercare Plan (if applicable), and Discharge Summary.
11. Any resident who has been victimized by sexual abuse in any prison, lockup or juvenile facility will be offered medical and mental health evaluations, and treatment as appropriate.

F. Protection Against Retaliation

1. The Lorain/Medina C.B.C.F. will protect all residents and staff who report sexual abuse/harassment or cooperate with sexual misconduct investigations from retaliation by other residents or staff. The facility investigator will monitor all cases of retaliation for at least 90 calendar days. This monitoring includes the conduct and treatment of residents or staff who reported sexual abuse/harassment. Any retaliation discovered will promptly be remedied by Administration. The facility will employ multiple protection measures, such as dorm/bunk changes, transfers for resident victims or abusers, and removal of alleged staff or resident abusers from contact with victims. The facility investigator may monitor beyond 90 calendar days if needed.

Monitoring for residents may include periodic status checks, and reviewing resident discipline, housing or programming changes. Monitoring for staff may include negative staff performance reviews or reassignments of staff.

If any other individual who cooperates with an investigation expresses a fear of retaliation, the facility investigator will take the appropriate measures to protect that individual against retaliation.

The facility's obligation to monitor retaliation will terminate if the facility's investigator determines that the allegation is unfounded.

Emotional support services will be offered to residents or staff who fear retaliation for reporting sexual misconduct or for cooperating with an investigation.

G. Disciplinary Sanctions

All allegations of sexual harassment/misconduct will be administratively and/or criminally investigated pursuant to PREA standard # 115.271. Substantiated incidents of sexual harassment or abuse will result in administrative or criminal sanctions.

For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred will not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

1. Administrative Sanctions for Residents for Substantiated Incidents of Sexual Harassment

- a. Residents will be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the resident engaged in sexual harassment of another resident or staff member.
- b. Sanctions will be commensurate with the nature and circumstances of the harassment committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories.
- c. The disciplinary process will consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed. Depending on the severity of the harassment and frequency, the Lorain/Medina C.B.C.F may sanction corrective counseling with their Case Manager or with mental health practitioners. In severe cases, the facility may discharge a resident in the interest of their safety, as well as the safety and security of the residents and staff.
- d. Any employee determined to have engaged in sexual misconduct, retaliation, or conversations or correspondence which suggests a romantic or sexual relationship with a resident will be subject to discipline consistent with the staff code of conduct, up to and including termination. The employee may also be subject to criminal prosecution.
- e. Disciplinary action will be taken when it is determined that a resident made a false report of sexual misconduct. If Administration finds a resident guilty of making a false report, the resident will be written up and sanctioned according to the Lorain/Medina C.B.C.F.'s Behavior Management System.
- f. A resident will not receive a rule infraction for lying based solely on the fact their allegations could not be substantiated or that the resident later recanted his/her allegation. Each case will be carefully evaluated on its merits, considering all evidence and circumstances and whether there is any possibility that the alleged incident could have occurred.

The Lorain/Medina C.B.C.F will offer cognitive behavioral therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility will consider whether to require the offending resident to participate in such interventions as a condition of access to programming or other benefits.

2. Criminal Sanctions for Residents for Substantiated Incidents of Sexual Abuse

- a. The facility will discipline a resident for sexual contact with staff only upon a finding that the staff member sexual contact did not consent to such contact.
- b. The facility will, in its discretion, prohibit all sexual activity between residents and will discipline residents for such activity. An facility may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced. In substantiated cases of sexual activity between residents, both parties would be subject to discipline up to and termination from the program.
- c. Any resident determined by the preponderance of evidence to have attempted or completed sexual abuse will be arrested by the Lorain County Sheriff's Department and transferred to the Lorain County Jail. No resident who has had any type of physical contact (i.e. violence or sexual violence) with another resident will be permitted to remain at the Lorain/medina C.B.C.F.
- d. The PREA Investigator and Lorain County Sheriff's Department will work together with the Lorain County Prosecutor's Office to ensure appropriate criminal prosecution of all sexual abuse cases.

3. Administrative/Criminal Sanctions for Staff/Contractors/Volunteers

- a. Disciplinary sanctions for violations of Lorain/Medina C.B.C.F. policies relating to sexual harassment abuse commensurate with the nature and circumstances of the harassment committed, the staff member's

disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.

- b. Staff will be subject to disciplinary sanctions up to and including termination for violating the facility's sexual harassment or sexual abuse policies.

Any employee determined to have engaged in sexual misconduct, retaliation, or conversations or correspondence which suggests a romantic or sexual relationship with a resident will be subject to discipline consistent with the staff code of conduct, up to and including termination. The employee may also be subject to criminal prosecution.

- c. Automatic termination will be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
- d. If it is determined upon completion of an investigation, that a staff member, volunteer, or contractor's sexual misconduct was criminal. The Executive Director or designee will file a report with the Lorain County Sheriff's Department.
- e. All staff terminations for violations of the facility's sexual harassment or sexual abuse policies, including resignations by staff who would have been terminated if not for their resignation, will be reported to the Lorain County Sheriff's Department, as well as any relevant licensing bodies.
- f. Any contractor or volunteer who engages in sexual harassment that is not considered criminal activity will be prohibited from returning to the facility and may be prohibited from any other contact with residents such as calling, writing or attending outside community meetings. While the facility cannot dictate that contractors or volunteers not attend outside twelve-step, religious, or community service sites, the facility will not permit a resident to attend the same meetings/sites as their abuser. In each incident, the Lorain/Medina C.B.C.F will take remedial measures and will consider whether to prohibit further contact with residents.
- g. Any contractor or volunteer who engages in sexual abuse will be prohibited from returning to the facility or from any other contact with residents (calling, writing, outside meetings) and will be reported to the Lorain County Sheriff's Department, as well as any relevant licensing bodies.
- h. The PREA Investigator and Lorain County Sheriff's Department will work together with the Lorain County Prosecutor's Office to ensure appropriate criminal prosecution of all sexual abuse cases.

H. Exhaustion of Administrative Remedies

1. The Lorain/Medina C.B.C.F has a procedure for the filing of an emergency grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse.
2. After receiving an emergency grievance alleging a resident is subject to a substantial risk of imminent sexual abuse, the staff will immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to Administration at which immediate corrective action will be taken. The facility will investigate and provide an initial response within 48 hours. A final facility decision will be issued within 5 calendar days. The initial response and final facility decision will document the facility's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
3. There will be no time limit on when a resident may submit a grievance regarding an allegation of sexual abuse.
4. The facility may apply otherwise applicable time limits on any portion of a grievance that does not allege an incident of sexual abuse.
5. Nothing in this section will restrict the facility's ability to defend against a lawsuit filed by a resident on the grounds that the applicable statute of limitations has expired.
6. A resident will not be required to use any informal grievance process, or to otherwise attempt to resolve with

staff, an alleged incident of sexual abuse.

7. A resident who alleges sexual abuse may submit a grievance without submitting it to the staff member who is the subject of the complaint. Such grievance is not referred to the staff member who is the subject of the complaint.
8. The facility will issue a final facility decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance.
9. Computation of the 90-day time period will not include time consumed by residents in preparing an administrative appeal.
10. The Lorain/Medina C.B.C.F may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The facility will notify the resident in writing of any such extension and provide a date by which a decision will be made.
11. At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence of a response to be a denial at that level.
12. Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, will be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and will also be permitted to file such requests on behalf of residents.
13. If a third party files such a request on behalf of a resident, the Lorain/Medina C.B.C.F may require as a condition of processing the request that the alleged victim agrees to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.
14. If the resident declines to have the request processed on his or her behalf, the facility will document the resident's decision.
15. The Lorain/Medina C.B.C.F. may discipline a resident for filing a grievance related to alleged sexual abuse only where the facility demonstrates that the resident filed the grievance in bad faith.