

EXHIBIT A

CONTRACT REPORTS AND DOCUMENTATION REFERENCE SHEET

ITEM	SECTION	DUE	JUVENILE PROBATION DESIGNEE
State Licensing & Subsequent Licensing Changes	5.01	Licensing: Prior to Agreement execution. Licensing Changes: Within 10 days.	Title IV-E Coordinator
Insurance Policy	10.09	Prior to execution of this Agreement.	Title IV-E Coordinator
Individualized Treatment Plan (ITP)	6.08	Completed within 30 days of a youth placement at Facility. And report submitted within 5 working days of document being finalized (all signatures required).	Youth Probation Officer & Case Manager
ITP Review Report	6.09	Within 5 days following an ITP Review Meeting (all signatures required).	Youth Probation Officer & Case Manager
Monthly Progress Report (MPR)	6.11	Within 5 days following the end of the reported month (all signatures required).	Youth Probation Officer & Case Manager
Duty to Report	6.12	Incident Reports within 3 business days after incident.	Youth Probation Officer and Case Manager
Discharge Plan	6.14	At time of any type of discharge.	Youth Probation Officer & Case Manager
Quarterly Reports	7.01	15 th day following December 31 st , March 31 st , June 30 th , and September 30 th .	Title IV-E Coordinator
Survey of Sexual Victimization	6.15	Located at: http://www.bjs.gov/index.cfm?ty=dcdetail&iid=406 → “Questionnaires” → “SSV6”. Due: April 30th of each year.	Juvenile Probation General Counsel
PREA Audit or Exemption Letter	6.16	Letter: Promptly after Agreement signed; <i>or</i> Audit: Upon completion of audit.	Title IV-E Coordinator
Invoices	8.05	Within 10 days following the end of the invoiced month.	Accounting Department

JUVENILE PROBATION DESIGNEE	CONTACT INFORMATION
Director of Special Programs	Rosie Medina (or successor in office) Rmedina@epcounty.com 915-849-2539
Senior Probation Officer of Aftercare Services	Camar Jackson (or successor in office) Cajackson@epcounty.com 915-849-2623
Juvenile Probation Title IV-E Coordinator	Iris Escalona (or successor in office) lescalona@epcounty.com 915-849-2516
Youth Probation Officer	Name: As assigned. Contact Senior Probation Officer or Title IV-E Coordinator
Juvenile Probation General Counsel	Donnie Mcgilbra (or successor in office) DMcgilbra@epcounty.com 915-849-2527
Accounting Office	Albert Mendez, Director of Finance (or successor in office) Amendez@epcounty.com 915-849-2571
Contract Coordinator	Angelique Gaxiola (or successor in office) Angaxiola@epcounty.com 915-849-2606

EXHIBIT B

Moderate Level of Care		Specialized Level of Care		Intensive Level of Care	
Service	Minimum Frequency	Service	Minimum Frequency	Service	Minimum Frequency
Individual Therapy	One 50-minute session every other week	Individual Therapy	One 50-minute session per week or every other week	Individual Therapy	One 50-minute session per week
Group Therapy	Two 50-minute sessions per week	Group Therapy	Two to three 50-minute sessions per week	Group Therapy	Three 50-minute sessions per week
Family Therapy	One 50-minute session per month	Family Therapy	One 50-minute session per month	Family Therapy	Two 50-minute sessions per month
Skills/Pscho-educational	Three 50-minute sessions per week	Skills/Pscho-educational	Three 50-minute sessions per week	Skills/Pscho-educational	Three 50-minute sessions per week
Psychiatric Consultation	Upon referral, as needed	Psychiatric Consultation	Upon referral, as needed	Psychiatric Consultation	Initial (within 30 days) and upon referral, as needed
Documentation/ Review	Monthly, upon discharge	Documentation/ Review	Monthly, upon discharge	Documentation/ Review	Monthly, upon discharge***
<p>144 total treatment hours based on 6 mo. length of stay and 24 treatment hours per month.</p> <p style="text-align: center;">PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a structured, trauma-informed residential treatment setting designed to improve the child's functioning. Non-secure setting is strongly preferred. Services are culturally and linguistically competent and youth and family-centered. 		<p>252 total treatment hours based on 9 mo. length of stay and 28 treatment hours per month</p> <p style="text-align: center;">PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a highly structured, trauma-informed residential treatment setting, designed to improve the child's functioning. Services are culturally and linguistically competent and youth- and family-centered. 		<p>Averages 35 treatment hours per month. Total treatment hours are based on need.</p> <p>***Youth at an intense level of care require transition to clearly planned and documented step-down or aftercare services. These hours are not included in the monthly recommendations.</p> <p style="text-align: center;">PROGRAM DESCRIPTION</p> <ul style="list-style-type: none"> Occurs in a highly specialized, trauma-informed residential therapeutic setting that serves a clearly identified unique population of youth with a focus typically on short-term intervention or psychiatric stabilization. Services are culturally and linguistically competent and youth and family-centered. 	

Moderate Level of Care	Specialized Level of Care	Intensive Level of Care
<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision and guidance that is more than routine in order to ensure the child's physical and emotional safety. Intervention from clinical professionals and appropriately trained/certified paraprofessionals is designed to maintain or improve functioning appropriate to the child's needs, age, and development. • Services reflect a range of treatment and rehabilitative interventions, including individual and family therapy, ongoing assessment, skills building, psychoeducational programming, individualized educational services, and social and recreational activities. • Treatment is based on individual assessment and is responsive to documented needs. May include focus on specialized populations, not limited to mental health, substance use, or sexual behavior treatment. • Appropriate youth include those who display one of more of the following: occasional physical aggression, frequent non-violent misbehavior, minor self-injurious acts, and/or moderate risk of harm to self or others. Youth requiring substance abuse treatment are those at risk of developing substantial problems without intervention or those with a history of substance abuse disorder requiring aftercare and relapse prevention. Youth requiring sexual behavior treatment include those with moderate treatment needs. • Requires monthly status reviews, monthly written summary of progress, and written summary of progress and transition plan upon discharge to the juvenile probation officer. 	<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision and guidance that is highly structured and that provides 24-hour monitoring in order to ensure the child's physical and emotional safety. Intervention from professionals and appropriately trained/certified paraprofessionals is designed to attain or improve functioning appropriate to the child's needs, age, and development. • Services reflect a full range of treatment and rehabilitative interventions, including individual and family therapy, ongoing assessment, skills building, psychoeducational programming, individualized educational services, and social and recreational activities. • Treatment is based on individual assessment and is responsive to documented needs. Focus includes specialized populations, not limited to mental health, substance use, or sexual behavior treatment. Includes services for multiple or complex needs. • Appropriate youth include those who display one of more of the following: frequent or unpredictable acts of aggression, frequent and unpredictable non-violent misbehavior, markedly withdrawn or isolated, serious self-injurious behaviors and/or recent suicide attempts, and/or behaviors that present a significant risk of harm to self or others. Youth may have specialized treatment needs in one or more of the following areas: mental health, substance use that causes severe impairment or a primary diagnosis of abuse or dependency, co-occurring disorders, and/or a high need for sexual behavior treatment. • Requires monthly status reviews and monthly written summary of progress. Also requires written summary of progress, transition plans, and (as needed) referrals upon discharge to the juvenile probation officer. 	<ul style="list-style-type: none"> • Includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision that provides 24-hour monitoring and that may include one-to-one supervision with the ability to provide immediate on-site response. Supervision is provided in order to ensure the child's physical and emotional safety. Intervention from staff with highly specialized training and/or licensure is designed to provide intense therapeutic interventions and improve functioning appropriate to the child's needs, age, and development. • Services are designed specifically for each youth within the specialized population to effectively assess, stabilize, manage, and treat this population in a developmentally-appropriate fashion. Appropriately licensed medical, mental health, or other designated professionals manage and administer this intensive service model. • Treatment is based on individual assessment and is responsive to documented needs with a focus on highly specialized populations. Assessment of continued need for treatment at this level is ongoing and documented. • Appropriate youth include those who display severe deficits in functioning and exhibit one or more of the following: extreme acts of physical aggression causing harm, reoccurring major self-injurious acts or serious suicide attempts, other behavioral difficulties that present a critical risk of harm to self or others, and/or severely impaired reality testing or communication skills. Youth have needs for highly specialized, complex treatment in one or more areas. • Requires monthly status reviews and monthly written summary of progress. Discharge requirements include: review with probation officer and/or family and detailed written summary of progress, transition/aftercare plans, and linkage to appropriate services.

EXHIBIT C

EXHIBIT C

TJJJD CONTRACTED COMPONENTS OF CARE - TITLE IV-E ELIGIBLE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR RESIDENT PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE RESIDENTS UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Service Provider will teach each Resident basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A. **Diagnostic Assessment.** The Service Provider will ensure completion of a diagnostic assessment on each Resident within 30 days of admission. The assessment must address the Resident's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B. **Service Planning and Coordination.** The Service Provider will develop, coordinate and implement a service plan that addresses the services that will be provided to meet each Resident's specific needs.
 1. The Service Provider will develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 2. The Service Provider will ensure that the service plan incorporates and is consistent with:
 - Permanency goals identified in the juvenile probation department (JPD) or Texas Juvenile Justice Department (TJJJD) residential case plan;
 - Behavioral goals established by the JPD or TJJJD;
 - Components of the Resident's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 3. The Service Provider will ensure that the service plan includes services to assist a Resident to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

- A. **Food.**
 1. The Service Provider will provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards or designated state licensing agency standards.
 2. The Service Provider will ensure that each Resident receives balanced meals and snacks daily to meet the caloric intake needs of adolescent youth.
- B. **Clothing and Personal Items.**
 1. The Service Provider will maintain an inventory of the Resident's clothing and personal items that are of substantial and/or of sentimental value by:
 - Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided upon discharge;
 - Ensuring that the Resident (when age and developmentally able) and the Service Provider's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
 - Sending the clothing and personal item inventory with the juvenile probation officer (JPO) or departmental designee at discharge; and
 - Providing the juvenile probation department with the clothing and personal item inventory upon discharge.
 2. The Service Provider will provide each Resident with appropriate clothing that at a minimum is:

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- In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a Resident to participate in daily activities;
 - Gender and age-appropriate;
 - Proportionate to the Resident's size;
 - In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - Clean and washed on a regular basis.
3. The Service Provider will allow Residents to label their clothes with their name or initials, if applicable.
 4. The Service Provider will provide each Resident with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - Making grooming products available so that each Resident is able to maintain good hygiene and grooming practices;
 - Ensuring that grooming products meet each Resident's ethnic hygiene and individual hair care needs;
 - Ensuring sufficient hot water is available for daily baths or showers; and
 - Providing training/education as necessary to ensure each Resident understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C. Room, Board, and Furnishings.

1. The Service Provider will provide each Resident with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the Resident's needs. The Service Provider will ensure that the items be kept clean and in good repair.
2. The Service Provider will ensure that Residents have personal storage space for their clothing and possessions. The Service Provider will provide Residents, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
3. The Service Provider will provide behavioral, gender and age appropriate living arrangements for each Resident, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards or state licensing standards.

DISCIPLINE AND CRISIS MANAGEMENT

A. Discipline.

1. The Service Provider will use appropriate authority and discipline practices as necessary to set limits for behavior and help each Resident develop the capacity for self-control; and
2. The Service Provider will develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards or state licensing standards at:
 - http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - The Service Provider will not use, give permission to use, or threaten to use physical discipline with any Resident.
 - The Service Provider will not threaten the Resident with loss of visits with family or siblings as a punishment or deterrent to behavior.
 - The Service Provider will not threaten the Resident with loss of placement as a punishment or deterrent to behavior.

B. De-Escalation and Crisis Management.

1. The Service Provider will ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
2. The Service Provider will utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
3. The Service Provider will manage the facility and milieu in a manner that minimizes disruption

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during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A. Educational Activities.

1. The Service Provider will ensure that each school-aged Resident placed with the Service Provider pursuant to this Contract attends an educational program accredited by the Texas Education Agency or applicable out of state regulatory educational agency. The Service Provider may request an exception to this requirement from the JPD. The Chief Juvenile Probation Officer may approve the exception request, and such approval must be in writing.
2. Not later than the third (3rd) calendar day after the date a Resident is placed in a residential facility, the Service Provider will notify the school district in which the facility is located.
3. The Service Provider will maintain and update an education portfolio for each Resident in the Service Provider's care. The contents of the education portfolio must include, if appropriate:
 - School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - Report cards, progress reports, and/or IEP progress reports;
 - Transcripts;
 - State Standardized test result
 - Referrals, notices or other correspondence;
 - Pictures;
 - Miscellaneous – anything school related not previously listed.
4. The Service Provider will make the education portfolio readily available to JPD or TJJD staff on any visit with the Resident or otherwise, if requested.
5. The Service Provider will document that the report card and progress reports are discussed with each Resident.
6. The Service Provider will provide the Resident's education portfolio to the JPD or TJJD at the time a Resident is discharged from the Service Provider's care regardless of whether the discharge is a planned or an unplanned discharge. The Service Provider must ensure the following:
 - The most current educational documents and records are in each Resident's education portfolio; and
 - The Resident's education portfolio includes the Resident's current school withdrawal paperwork.
 - The Service Provider will minimize disruptions to a Resident's education by scheduling therapy and other appointments outside school hours, whenever possible.

B. Vocational Activities. The Service Provider will provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each Resident:

1. Has access to appropriate vocational activities and community education programs;
2. Receives the assistance needed to maximize the benefit of these activities; and
3. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A. The Service Provider will provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for Residents served under this Contract that are age-appropriate, varied, and are of interest to the Resident.
- B. The Service Provider will ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C. The Service Provider will intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

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- D. The Service Provider will ensure that Residents have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A. The Service Provider will provide or arrange all travel necessary to ensure a Resident's access to all necessary medical, dental and vision care for each Resident, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a Resident's service plan.

CULTURAL COMPETENCE

- 1. The Service Provider will provide the contracted components of care with a high level of individual and organizational cultural competence as described below:
 - a. Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of Residents and families receiving services.
 - b. Cultural Competence/Responsiveness - The knowledge, skill and attribute to work effectively with youth/parents who are part of the LGBTQ-GNC community. Staff should be knowledgeable in the following areas: developmental milestones for male and female adolescents, sexual education, cultural competency to include LGBTQ-GNC and building healthy relationships.
 - c. Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with Residents and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, sexual orientations, interpersonal styles and behaviors of individuals and families receiving services.

SERVICE PROVIDER PARTICIPATION

- A. The Service Provider will participate in conferences required by the JPD which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B. The Service Provider will participate in Preparation for Adult Living (PAL) activities, consistent with the Resident service or transition plan.
- C. The Service Provider will participate in any other meetings required by the JPD or a court having jurisdiction over the Resident and necessary to ensure that the Service Provider is complying with a Resident's service plan.

MAINTAINING CONNECTIONS

- A. The Service Provider will make a good faith effort to ensure that Residents are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, sexual orientation and appropriate organizations through on-site or off-site means.
- B. The Service Provider will document all good faith efforts to maintain the Resident's connections.

PROVIDING TESTIMONY

- A. The Service Provider will ensure that Service Provider's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a Resident, at the request of the JPD.
- B. The Service Provider will, to the extent possible, notify, and/or assist the JPD in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Service Provider is responsible for the cost associated with the requirements of this subsection.

EXHIBIT C

LEAST RESTRICTIVE SETTING

The Service Provider will provide all services in a manner that safeguards the health, welfare and safety of the Residents in the least restrictive setting possible.

FORM **SSV-6**
(8-27-2019)



SURVEY OF SEXUAL VICTIMIZATION, 2018 Locally or Privately-Operated Juvenile Facilities

U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE STATISTICS
AND ACTING AS COLLECTION AGENT
U.S. DEPT. OF COMMERCE
U.S. CENSUS BUREAU

Summary Form

DATA SUPPLIED BY

Name	Title			
OFFICIAL ADDRESS	Number and street or P.O. Box/Route Number	City	State	ZIP Code
	Area code Number	FAX NUMBER	Area Code	Number
E-MAIL ADDRESS				

(Please correct any error in name, mailing address, and ZIP Code)

What facilities are included in this data collection?

All juvenile residential placement facilities operated or administered by a local government and all privately owned or operated facilities that are used to house juveniles and youthful offenders, regardless of age or reason for placement.

- **INCLUDE** locally-operated juvenile residential facilities; privately owned or operated juvenile residential facilities; detention centers, training schools, long-term secure facilities; reception or diagnostic centers; group homes or halfway houses; boot camps; ranches; forestry camps, wilderness or marine programs, or farms; runaway or homeless shelters; and residential treatment centers for juveniles.
- **EXCLUDE State operated juvenile residential facilities. (These facilities will be contacted directly for data on sexual victimization.)**

What persons and incidents are included in this data collection?

Juveniles and youthful offenders, regardless of age or reason for placement, under your custody between January 1, 2018, and December 31, 2018.

- **INCLUDE** incidents involving juveniles or youthful offenders under the authority, custody, or care of your confinement or community-based facilities or staff.
- **EXCLUDE incidents involving juveniles or youthful offenders held in facilities operated by your State juvenile system.**

Reporting instructions:

- Please complete the entire SSV-6 Form.
- If the answer to a question is "not available" or "unknown," write "DK" (do not know) in the space provided.
- If the answer to a question is "not applicable," write "NA" in the space provided.
- Section I: when exact numeric answers are not available, provide estimates and mark (X) the box beside each figure.
- Sections II, III, and V: if the answer to a questions "none" or "zero," write "0" or mark the box (X) provided.

Substantiated incidents of sexual violence:

- Please complete an Incident Form (Juvenile, SSV-IJ) for each substantiated incident of sexual victimization.

Returning forms:

- If you need assistance, please call the **U.S. Census Bureau** toll-free at **1-888-369-3613, option 2**, or e-mail **govs.ssv@census.gov**
- **Please return your completed summary and substantiated incident forms by November 29, 2019.**
- **You may complete these forms online (see enclosed instructions). Or if you prefer, you may return these forms by mail or fax.**
- **MAIL TO:** U.S. Census Bureau, P.O. Box 5000, Jeffersonville, IN 47199-5000
- **FAX (TOLL FREE): 1-888-262-3974**

Burden Statement

Under the Paperwork Reduction Act, we cannot ask you to respond to a collection of information unless it displays a currently valid OMB control number. The burden of this collection is estimated to average 30 minutes per response, including reviewing instructions, searching existing data sources, gathering necessary data, and completing and reviewing this form. Send comments regarding this burden estimate or any aspect of this survey, including suggestions for reducing this burden, to the Director, Bureau of Justice Statistics, 810 Seventh Street, NW, Washington, DC 20531. Do not send your completed form to this address.

DEFINITIONS

JUVENILES and YOUTHFUL OFFENDERS

- Any person under the custody or care of a juvenile residential facility owned or operated by a local government or private agency.

FACILITIES

INCLUDE all juvenile residential placement facilities operated or administered by a local government and all privately owned or operated facilities that are used to house juveniles and youthful offenders charged with or court-adjudicated for:

- Any offense that is illegal for both adults and juveniles;

OR

- An offense that is ILLEGAL in your State for juveniles, but not for adults (running away, truancy, incorrigibility, curfew violations, and liquor violations).

EXCLUDE all State-operated facilities and locally or privately-operated facilities used ONLY to house juveniles for:

- Non-criminal behavior (neglect, abuse, abandonment, or dependency);

OR

- Being Persons in Need of Services (PINS) or Children in Need of Services (CHINS) who have assigned beds for reasons other than offenses.

Section I GENERAL INFORMATION

1. Is this facility owned by a

- 01 Private agency
- 02 Native American Tribal Government
- 03 State
- 04 County
- 05 Local or municipal government
- 06 Other *Specify*

2. Is this facility operated by a

- 01 Private agency
- 02 Native American Tribal Government
- 03 State
- 04 County
- 05 Local or municipal government
- 06 Other *Specify*

3. On December 31, 2018, how many persons held in this facility were —

a. Males

b. Females

c. TOTAL (Sum of Items 3a and 3b)

- Count persons held in the facility regardless of age or reason for placement. Include persons who were temporarily away but had assigned beds on December 31, 2018.

4. On December 31, 2018, how many persons held in this facility were —

a. Age 17 or younger

b. Age 18 to 20

c. Age 21 or older

d. TOTAL (Sum of Items 4a through 4c should equal Item 3c)

- Count all persons held in the facility regardless of age or reason for placement. Include persons who were temporarily away but had assigned beds on December 31, 2018.

5. Between January 1, 2018, and December 31, 2018, how many persons were admitted to or discharged from this facility?

a. TOTAL number admitted

b. TOTAL number discharged

- Include all persons admitted to this facility by a formal legal document, by the authority of the courts, or by some other official agency.
- Include all persons discharged from this facility after a period of confinement including sentence completion, pretrial releases, transfers to adult jurisdictions or to other States, and deaths.
- Exclude admissions and discharges resulting from returns from escape, administrative transfers to other juvenile facilities, or temporary release including work/school release, medical appointments, other treatment facilities, or court appearances.

Section II YOUTH-ON-YOUTH SEXUAL VICTIMIZATION

DEFINITIONS

The survey utilizes the definition of "sexual abuse" as provided by 28 C.F.R. §115.6 in the *National Standards to Prevent, Detect, and Respond to Prison Rape* (under the Prison Rape Elimination Act of 2003). For purposes of SSV, sexual abuse is disaggregated into three categories of youth-on-youth sexual victimization. These categories are:

NONCONSENSUAL SEXUAL ACTS

Sexual contact of any person without his or her consent, or of a person who is unable to consent or refuse;

AND

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

OR

- Contact between the mouth and the penis, vulva, or anus;

OR

- Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument.

ABUSIVE SEXUAL CONTACT

Sexual contact of any person without his or her consent, or of a person who is unable to consent or refuse;

AND

- Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person.
- EXCLUDE incidents in which the contact was incidental to a physical altercation.

SEXUAL HARASSMENT

Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth directed toward another.

6. Does your facility record allegations of youth-on-youth NONCONSENSUAL SEXUAL ACTS?

Yes → **a. Do you record all reported occurrences, or only substantiated ones?**

- All
- Substantiated only

b. Do you record attempted NONCONSENSUAL SEXUAL ACTS or only completed ones?

- Both attempted and completed
- Completed only

No → Please provide the definition used by your facility for youth-on-youth NONCONSENSUAL SEXUAL ACTS in the space below. Use that definition to complete Items 7 and 8.

7. Between January 1, 2018 and December 31, 2018, how many allegations of youth-on-youth NONCONSENSUAL SEXUAL ACTS were reported?

Number reported None

- If an allegation involved multiple victimizations, count only once.
- Exclude any allegations that were reported as consensual.

8. Of the allegations reported in Item 7, how many were — (Please contact the agency or office responsible for investigating allegations of sexual victimization in order to fully complete this form.)

a. Substantiated None

- The event was investigated and determined to have occurred, based on a preponderance of the evidence (28 C.F.R. §115.72).

b. Unsubstantiated None

- The investigation concluded that evidence was insufficient to determine whether or not the event occurred.

c. Unfounded None

- The investigation determined that the event did NOT occur.

d. Investigation ongoing None

- Evidence is still being gathered, processed or evaluated, and a final determination has not yet been made.

e. TOTAL (Sum of Items 8a through 8d) None

- The total should equal the number reported in Item 7.

9. Does your facility record allegations of youth-on-youth ABUSIVE SEXUAL CONTACT?
(See definitions on page 3.)

01 Yes → **Can these be counted separately from allegations of NONCONSENSUAL SEXUAL ACTS?**

01 Yes

02 No → Skip to Item 12.

02 No → Please provide an explanation in the space below and then skip to Item 12.

[Empty space for explanation]

10. Between January 1, 2018, and December 31, 2018, how many allegations of youth-on-youth ABUSIVE SEXUAL CONTACT were reported?

Number reported None

- If an allegation involved multiple victimizations, count only once.
- Exclude any allegations that were reported as consensual.

11. Of the allegations reported in Item 10, how many were (Please contact the agency or office responsible for investigating allegations of sexual victimization in order to fully complete this form.)

a. Substantiated None

b. Unsubstantiated None

c. Unfounded None

d. Investigation ongoing None

e. TOTAL (Sum of Items 11a through 11d) None

- The total should equal the number reported in Item 10.

12. Does your facility record allegations of youth-on-youth SEXUAL HARASSMENT?
(See definitions on page 3.)

01 Yes → **Do you record all reported allegations or only substantiated ones?**

01 All

02 Substantiated only

02 No → Please provide an explanation in the space below and then skip to Section III.

13. Between January 1, 2018, and December 31, 2018, how many allegations of youth-on-youth SEXUAL HARASSMENT were reported?

Number reported None

- If an allegation involved multiple victims or youth perpetrators, count only once.
- Exclude any allegations that were reported as consensual.

14. Of the allegations reported in Item 13, how many were (Please contact the agency or office responsible for investigating allegations of sexual victimization in order to fully complete this form.)

a. Substantiated None

b. Unsubstantiated None

c. Unfounded None

d. Investigation ongoing None

e. TOTAL (Sum of Items 14a through 14d) None

- The total should equal the number reported in Item 13.

Section III STAFF-ON-YOUTH SEXUAL ABUSE

DEFINITIONS

The survey utilizes the definition of "sexual abuse" by a staff member, contractor or volunteer as provided by 28 C.F.R. §115.6 in the *National Standards to Prevent, Detect, and Respond to Prison Rape* (under the Prison Rape Elimination Act of 2003). For purposes of SSV, sexual abuse is disaggregated into two categories of staff-on-youth sexual abuse. These categories are:

STAFF SEXUAL MISCONDUCT

Any behavior or act of a sexual nature directed toward a youth by an employee, volunteer, contractor, official visitor or other agency representative (exclude family, friends or other visitors).

Sexual relationships of a romantic nature between staff and youths are included in this definition. Consensual or nonconsensual sexual acts include

- 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;

OR

- 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.

STAFF SEXUAL HARASSMENT

Repeated verbal comments or gestures of a sexual nature to a youth by an employee, volunteer, contractor, official visitor, or other agency representative (exclude family, friends, or other visitors). Include—

- Demeaning references to gender; or sexually suggestive or derogatory comments about body or clothing;

OR

- Repeated profane or obscene language or gestures.

15. Does your facility record allegations of STAFF SEXUAL MISCONDUCT?

01 Yes → **Do you record all reported occurrences, or only substantiated ones?**

01 All

02 Substantiated only

02 No → *Please provide an explanation in the space below and then skip to Item 18.*

16. Between January 1, 2018, and December 31, 2018, how many allegations of STAFF SEXUAL MISCONDUCT were reported?

Number reported None

- If an allegation involved multiple victimizations, count only once.

17. Of the allegations reported in Item 16, how many were *(Please contact the agency or office responsible for investigating allegations of sexual victimization in order to fully complete this form.)*

a. Substantiated None

b. Unsubstantiated None

c. Unfounded None

d. Investigation ongoing None

e. TOTAL (Sum of Items 17a through 17d) None

- The total should equal the number reported in Item 16.

18. Does your facility record allegations of STAFF SEXUAL HARASSMENT ? (See definitions on page 5.)

01 Yes → **Can these allegations be counted separately from allegations of STAFF SEXUAL MISCONDUCT?**

01 Yes

02 No → Skip to Item 21

02 No → Please provide an explanation in the space below and then skip to Item 21.

19. Between January 1, 2018, and December 31, 2018, how many allegations of STAFF SEXUAL HARASSMENT were reported?

Number reported None

- If an allegation involved multiple victims or staff, count only once.

20. Of the allegations reported in Item 19, how many were (Please contact the agency or office responsible for investigating allegations of sexual victimization in order to fully complete this form.)

a. **Substantiated** None

b. **Unsubstantiated** None

c. **Unfounded** None

d. **Investigation ongoing** None

e. **TOTAL** (Sum of Items 20a through 20d) None

- The total should equal the number reported in Item 19.

Section IV TOTAL SUBSTANTIATED INCIDENTS OF SEXUAL VICTIMIZATION

21. What is the total number of substantiated incidents reported in Items 8a, 11a, 14a, 17a, and 20a.

Total substantiated incidents None

→ Please complete a Substantiated Incident Form (Juvenile, SSV-IJ) for each substantiated incident of sexual victimization.

NOTES

**SURVEY OF SEXUAL VICTIMIZATION, 2018****Substantiated Incident Form (Juvenile)**U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE STATISTICS
and ACTING AS COLLECTION AGENT
U.S. DEPT. OF COMMERCE
U.S. CENSUS BUREAU

Incident Number ____ out of ____

1. On what date did the incident occur?*(If more than one date, report the most recent.)*Month Day Year
| | | | | |
| | | | | |**2. In what facility did the incident occur?**Name
_____City/Place
_____**3. Where did the incident occur?** *(Mark (X)) all that apply.)*

- 01 In the victim's cell or room (e.g., if the victim and perpetrator share a cell or room, count as the victim's cell)
- 02 In the perpetrator's cell or room
- 03 In a dormitory or other multiple housing unit
- 04 In a common area (e.g., shower, dayroom, bathroom)
- 05 In a temporary holding cell or admissions area within the facility
- 06 In a program service area (e.g., commissary, kitchen, storage, laundry, cafeteria, workshop, hallway)
- 07 In an instructional area (e.g., classroom, school, library, conference room)
- 08 In a recreation area (e.g., yard, courtyard, gymnasium)
- 09 In a medical area (e.g., infirmary, health clinic)
- 10 In a staff area (office, break room, counselor's office)
- 11 Offsite or while in transit
- 12 Other – *Specify*
- 13 Location unknown

4. Did the incident take place in an area subject to video monitoring?

- 01 Yes
- 02 No
- 03 Don't know

5. What time did the incident occur?*(Mark (X)) all that apply.)*

- 01 Morning (6 a.m. to noon)
- 02 Afternoon (noon to 6 p.m.)
- 03 Evening (6 p.m. to midnight)
- 04 Overnight (midnight to 6 a.m.)
- 05 Unknown

6. How many victims were involved in the incident?

Number of victims . . . _____

→ If more than two victims were involved, report their characteristics in Notes on page 5.**7. Victim #1: What was the victim's sex or gender identity?** *(See definitions on page 5.)*

- 01 Male 03 Transgender
- 02 Female 04 Intersex

8. Victim #1: What was the victim's age at the time of the incident?

- 01 Under age 13 04 18–19
- 02 13–15 05 20–24
- 03 16–17 06 25 or older

9. Victim #1: What was the victim's race/ethnic origin? *(Mark (X)) all that apply.)*

- 01 White *(not of Hispanic origin)*
- 02 Black *(not of Hispanic origin)*
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native *(not of Hispanic origin)*
- 05 Asian *(not of Hispanic origin)*
- 06 Native Hawaiian or Other Pacific Islander *(not of Hispanic origin)*
- 07 Other racial category in your information system – *Specify*

10. Victim #2: What was the victim's sex or gender identity? *(See definitions on page 5.)*

- 01 Male 03 Transgender
- 02 Female 04 Intersex

11. Victim #2: What was the victim's age at the time of the incident?

- 01 Under age 13 04 18–19
- 02 13–15 05 20–24
- 03 16–17 06 25 or older

Burden Statement

Under the Paperwork Reduction Act, we cannot ask you to respond to a collection of information unless it displays a currently valid OMB control number. The burden of this collection is estimated to average 30 minutes per response, including reviewing instructions, searching existing data sources, gathering necessary data, and completing and reviewing this form. Send comments regarding this burden estimate or any aspect of this survey, including suggestions for reducing this burden, to the Director, Bureau of Justice Statistics, 810 Seventh Street, NW, Washington, DC 20531. Do not send your completed form to this address.

12. Victim #2: What was the victim's race/ethnic origin?

(Mark (X) all that apply.)

- 01 White (not of Hispanic origin)
- 02 Black (not of Hispanic origin)
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native (not of Hispanic origin)
- 05 Asian (not of Hispanic origin)
- 06 Native Hawaiian or Other Pacific Islander (not of Hispanic origin)
- 07 Other racial category in your information system – Specify

13. Did the victim(s) sustain any physical injury during the incident?

- 02 No (No injury sustained)
- 01 Yes → **a. What injuries occurred?**
(Mark (X) all that apply for all victims.)
 - 01 Knife or stab wounds
 - 02 Broken bones
 - 03 Anal or vaginal tearing
 - 04 Chipped or knocked out teeth
 - 05 Internal injuries
 - 06 Knocked unconscious
 - 07 Bruises, black eye, sprains, cuts, scratches, swelling, welts
 - 08 Other – Specify

→ b. Did the victim(s) receive medical treatment for these injuries?

- 01 Yes
- 02 No

14. Who reported the incident?

(Mark (X) all that apply.)

- 01 Victim
- 02 Another youth (non-victim)
- 03 Victim's family or friend
- 04 Correctional officer or front line staff
- 05 Administrative staff
- 06 Medical, healthcare, or mental health staff
- 07 Instructor, teacher, or counselor
- 08 Other staff (e.g., kitchen worker, maintenance staff)
- 09 Chaplain or other religious official
- 10 Perpetrator
- 11 Perpetrator's family or friend
- 12 Grievance coordinator, grievance process, or ombudsperson
- 13 Attorney or legal guardian (e.g., other than family member)
- 14 Confidential informant, anonymous tip, hot line, or through monitoring (e.g., camera, telephone, or mail)
- 15 Other – Specify

15. After the incident was reported, was the victim(s) – (Mark (X) all that apply for all victims.)

- 01 Given a medical examination
- 02 Administered a rape kit
- 03 Tested for HIV/AIDS
- 04 Tested for other sexually transmitted diseases
- 05 Provided with counseling or mental health treatment
- 06 Offered but declined testing or treatment
- 07 Already released/discharged
- 08 None of the above

16. After the incident was reported, was the victim(s) – (Mark (X) all that apply for all victims.)

- 01 Placed in or returned to administrative segregation, protective custody, or disciplinary segregation
- 02 Placed in a medical unit, ward, or hospital
- 03 Confined to own cell or room
- 04 Given a higher custody level/different unit within the facility
- 05 Transferred to another facility
- 06 Transferred to another housing unit or dorm, or given a single room or cell
- 07 Separated from perpetrator
- 08 Issued disciplinary report or loss of privileges
- 09 Placed in camera room, under closer surveillance, or increased supervision
- 10 Other – Specify
- 11 None of the above

17. What type of sexual violence was involved in the incident? (See definitions on page 5.)

- 01 Youth-on-youth nonconsensual sexual act
→ Complete Section A, below
- 02 Youth-on-youth abusive contact
→ Complete Section A, below
- 03 Youth-on-youth sexual harassment
→ Complete Section A, below
- 04 Staff sexual misconduct
→ Complete Section B on pages 4-5
- 05 Staff sexual harassment
→ Complete Section B on pages 4-5

Section A YOUTH-ON-YOUTH SEXUAL VICTIMIZATION

→ **If the perpetrator was a staff member, go to Section B on pages 4-5.**

18. How many youth perpetrators were involved in the incident?

Number of youth perpetrators . . . _____

→ **If more than two youth perpetrators were involved, report their characteristics in Notes on page 5.**

19. Perpetrator #1: What was the youth perpetrator's sex or gender identity? (See definitions on page 5.)

- 01 Male
- 02 Female
- 03 Transgender
- 04 Intersex

20. Perpetrator #1: What was the youth perpetrator's age at the time of the incident?

- 01 Under age 13
- 02 13-15
- 03 16-17
- 04 18-19
- 05 20-24
- 06 25 or older

21. Perpetrator #1: What was the youth perpetrator's race/ethnic origin? (Mark) all that apply.)

- 01 White (not of Hispanic origin)
- 02 Black (not of Hispanic origin)
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native (not of Hispanic origin)
- 05 Asian (not of Hispanic origin)
- 06 Native Hawaiian or Other Pacific Islander (not of Hispanic Origin)
- 07 Other racial category in your information system – Specify

22. Perpetrator #2: What was the youth perpetrator's sex or gender identity? (See definitions on page 5.)

- 01 Male
- 02 Female
- 03 Transgender
- 04 Intersex

23. Perpetrator #2: What was the youth perpetrator's age at the time of the incident?

- 01 Under age 13
- 02 13-15
- 03 16-17
- 04 18-19
- 05 20-24
- 06 25 or older

24. Perpetrator #2: What was the youth perpetrator's race/ethnic origin? (Mark) all that apply.)

- 01 White (not of Hispanic origin)
- 02 Black (not of Hispanic origin)
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native (not of Hispanic origin)
- 05 Asian (not of Hispanic origin)
- 06 Native Hawaiian or Other Pacific Islander (not of Hispanic Origin)
- 07 Other racial category in your information system – Specify

25. What was the nature of the incident? (Mark) all that apply.)

- 02 Sexual harassment
- 03 Indecent exposure, masturbation, or voyeurism
- 04 Horseplay
- 05 Repeated and unwelcome sexual advances or requests for sexual favors
- 06 Unwanted touching for sexual gratification or abusive sexual contact
- 07 Pressure or coercion (without force) resulting in a nonconsensual sexual act
- 08 Physical force (or the threat of force) resulting in a nonconsensual sexual act
- 09 Other – Specify

26. What type of pressure or physical force was used by the youth perpetrator on the victim? (Mark) all that apply for all perpetrators.)

- 01 Sexual harassment, sexual innuendo, or verbal comments
- 02 Persuasion or talked into sexual activity
- 03 Surprised the victim with unwanted touching, grabbing or groping, or victim was asleep
- 04 Bribery or blackmail
- 05 Gave victim drugs or alcohol
- 06 Offered protection from other youth
- 07 Threatened with physical harm
- 08 Physically held victim down or restrained in some way
- 09 Physically harmed or injured
- 10 Threatened with a weapon
- 11 Other – Specify

12 None

27. What sanction was imposed on the perpetrator(s)? (Mark) all that apply for all perpetrators.)

- 01 Placed in solitary confinement or disciplinary segregation
- 02 Confined to own cell or room
- 03 Placed in higher custody level, restricted unit or program, within the same facility
- 04 Transferred to other unit/cell or separated from victim
- 05 Transferred to another facility
- 06 Loss of "good/gain" time or increase in "bad" time/delayed release
- 07 Given extra work
- 08 Loss of privileges, disciplinary report or conduct violation, or other reprimand
- 09 Sent to counseling or treatment team
- 10 Arrested or referred to law enforcement agency
- 11 Referred for prosecution or indicted
- 12 Convicted, given new sentence, or fined
- 13 Other – Specify

Section B STAFF-ON-YOUTH SEXUAL ABUSE

Ⓢ **If the perpetrator was a youth, go to Section A on pages 2-3.**

28. What was the nature of the incident?

(Mark all that apply.)

- 01 Physical force resulting in a nonconsensual sexual act
- 02 Pressure or abuse of power resulting in a nonconsensual sexual act
- 03 Indecent exposure, invasion of privacy, or voyeurism for sexual gratification
- 04 Unwanted touching for sexual gratification
- 05 Sexual harassment or repeated verbal statements of a sexual nature by staff
- 06 Wrote letters, showed pictures, or offered gifts or special privileges to youth
- 07 Sexual relationship between youth and staff that appeared to be willing
- 08 Other - Specify

09 Level of coercion unknown

29. How many staff were involved in the incident?

Number of staff . . . _____

→ **If more than two staff were involved, report their characteristics in Notes on page 5.**

30. Staff #1: What was the gender of the staff?

- 01 Male
- 02 Female

31. Staff #1: What was the age of the staff at the time of the incident?

- 01 24 or younger
- 02 25-29
- 03 30-34
- 04 35-39
- 05 40-44
- 06 45-54
- 07 55 or older

32. Staff #1: What was the race/ethnic origin of the staff involved in the incident?

(Mark all that apply.)

- 01 White (not of Hispanic origin)
- 02 Black (not of Hispanic origin)
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native (not of Hispanic origin)
- 05 Asian (not of Hispanic origin)
- 06 Native Hawaiian or Other Pacific Islander (not of Hispanic origin)
- 07 Other racial category in your information system - Specify

33. Staff #2: What was the gender of the staff?

- 01 Male
- 02 Female

34. Staff #2: What was the age of the staff at the time of the incident?

- 01 24 or younger
- 02 25-29
- 03 30-34
- 04 35-39
- 05 40-44
- 06 45-54
- 07 55 or older

35. Staff #2: What was the race/ethnic origin of the staff involved in the incident?

(Mark all that apply.)

- 01 White (not of Hispanic origin)
- 02 Black (not of Hispanic origin)
- 03 Hispanic or Latino
- 04 American Indian/Alaska Native (not of Hispanic origin)
- 05 Asian (not of Hispanic origin)
- 06 Native Hawaiian or Other Pacific Islander (not of Hispanic origin)
- 07 Other racial category in your information system - Specify

36. Was the staff involved in the incident an employee of the facility, a contractor, or a volunteer?

(Mark all that apply for all staff involved.)

- 01 Full or part time paid employee
- 02 Contract employee or vendor
- 03 Volunteer or intern
- 04 Other - Specify

37. What was the primary position description of the staff involved in the incident?

(Mark all that apply for all staff involved.)

- 01 Administrator, including wardens, superintendents, assistants and others in administrative positions
- 02 Correctional officer or supervisory staff
- 03 Clerical staff including secretaries, clerks, receptionists, and other administrative support
- 04 Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
- 05 Medical or health care staff, including counselors, doctors, dentists, psychologists, psychiatrists, social workers, nurses, and medical assistants
- 06 Education staff, including instructors, teachers, librarians, and education assistants
- 07 Other program staff
- 08 Volunteers or Interns
- 09 Other staff - Specify

38. What sanction was imposed on the staff?

(Mark (X) all that apply for all staff involved.)

- 01 Sent to training or counseling
- 02 Reprimanded or disciplined
- 03 Demoted, diminished responsibilities, or suspended temporarily
- 04 Transferred to another facility or unit
- 05 Arrested or referred to law enforcement agency
- 06 Referred for prosecution or indicted
- 07 Convicted, plead guilty, sentenced, or fined
- 08 Discharged, terminated, or contract not renewed
- 09 Staff resigned (prior to completion of investigation)
- 10 Staff resigned (after investigation was completed)
- 11 Other – Specify

12 No action taken

39. At the time of the incident, how long had the staff worked at the facility?

(Mark (X) all that apply for all staff involved.)

- 01 Less than 6 months
- 02 6 months to 1 year
- 03 1 to 5 years
- 04 5 to 10 years
- 05 More than 10 years

NOTES

Definitions

Sexual victimization

NONCONSENSUAL SEXUAL ACTS: Sexual contact of any person without his or her consent, or of a person who is unable to consent or refuse;

AND

Contact between the penis and the vulva or the penis and the anus, including penetration, however slight; OR Contact between the mouth and the penis, vulva, or anus;

OR

Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument.

ABUSIVE SEXUAL CONTACT (less severe): Sexual contact of any person without his or her consent, or of a person who is unable to consent or refuse;

AND

Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person.

EXCLUDE incidents in which the contact was incidental to a physical altercation.

SEXUAL HARASSMENT BY ANOTHER YOUTH: Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth directed toward another.

STAFF SEXUAL MISCONDUCT: Any behavior or act of a sexual nature directed toward a youth by an employee, volunteer, contractor, official visitor or other agency representative (exclude family, friends or other visitors).

Sexual relationships of a romantic nature between staff and youths are included in this definition. Consensual or nonconsensual sexual acts include—

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 intent to abuse, arouse, or gratify sexual desire;

OR

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.

STAFF SEXUAL HARASSMENT: Repeated verbal comments or gestures of a sexual nature to a youth by an employee, volunteer, contractor, official visitor, or other agency representative (exclude family, friends, or other visitors). Include demeaning references to gender; or sexually suggestive or derogatory comments about body or clothing;

OR

Repeated profane or obscene language or gestures.

Gender categories

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.

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.



Affidavit of Eligibility to Receive State Funds

TEXAS
JUVENILE
JUSTICE
DEPARTMENT



TEXAS JUVENILE JUSTICE DEPARTMENT CHILD SUPPORT AFFIDAVIT

TEXAS FAMILY CODE, SECTION 231.006 INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1. The contractor certifies that:

- The individual or partner, shareholder, or owner of the business entity **IS NOT** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR
- The individual or partner, shareholder, or owner of the business entity **IS** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.

2. The contractor identified below **IS NOT** a governmental entity or a nonprofit corporation and certifies to the following:

The contractor is: (check one):

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

3. The contractor certifies that the following is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

SIGNED this _____ day of _____, 20_____.

Signature of Contractor

Signature Authorized Representative

Printed Name

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: _____



Texas Juvenile Probation Commission
Private Service Provider Contractual Monitoring and Evaluation Report¹
RESIDENTIAL SERVICES

GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report		Title of Person Completing Report
Name of Persons Contributing to Report		Date Completed

PROVIDER INFORMATION

Name of Private Residential Service Provider		Review Period / Applicable Dates of Contract	Number of Youth Placed in Facility During Review Period ²
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Residential Service		Type of Residential Services: <input type="checkbox"/> Pre-Adjudication Secure Detention <input type="checkbox"/> Post-Adjudication Secure Correctional <input type="checkbox"/> TDFPS Licensed Facility <input type="checkbox"/> TCADA Facility <input type="checkbox"/> Out of State Licensed Facility <input type="checkbox"/> Other (Specify)	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private residential service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance and Compliance with Contractual Provisions

	Satisfactory	Unsatisfactory*
Section I. Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
Section II. Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
Section III. Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>
Is Service Provider Eligible for Contract Renewal? Yes* <input type="checkbox"/> No <input type="checkbox"/>		

* If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

¹ This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

² Please make available a listing of all juveniles placed by your juvenile probation department with this service provider during the review period to facilitate case file review of these youth, if necessary.

Section I

Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section I.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Goals, Outputs and Measurable Outcomes based on the Texas Health & Human Services Commission Substitute Care Provider Outcome Standards:
- Required Measurement of Juvenile's Progress Toward Goals in 9 Domains:
- Medical Domain
 - Safety and Security Domain
 - Recreational Domain
 - Educational Domain
 - Mental/Behavioral Health Domain
 - Relationship Domain
 - Socialization Domain
 - Permanence Domain
 - Parent and Child Participation Domain
- Required Individualized Treatment Plan
- Required Service Plan and Service Plan Review
- Child Specific Goals, Outputs and Measurable Outcomes
- Special Services or Programs (Specify)
- Periodic Progress Reports (Specify)
- Other (Specify)
- Other (Specify)

B. The following assessments of the performance of the service provider have been documented:

- Reviewed Service Plans completed for all children placed with private service provider.
- Date Reviewed:**
Date Reviewed:
- Reviewed Service Plan Reviews completed for all children placed with private service provider.
- Date Reviewed:**
Date Reviewed:

- Goals in service plans adequately consider needs of juveniles in placement with this service provider.

Date Assessed:
Date Assessed:

- Reviewed domain specific documentation for appropriate services (e.g., educational records, etc.).

Date Assessed:
Date Assessed:

C. The following additional actions have been taken to monitor the performance of this service provider:

- Onsite/personal visit with juveniles placed at facility to monitor progress juvenile in program.

Dates of Visit Name of Officer/Individual

- Contact with juvenile in facility and/or parent or guardian of juveniles (e.g., mail, phone, etc.)

Contact Date Name of Officer/Individual

- Review of routine progress reports/service plans/treatment plans received from service provider regarding juveniles in placement.

Date Reviewed:
Date Reviewed:

- Participation in service plan development and/or reviews.

Date Participated:
Date Participated:

Complete Section D and E at end of review period:

D. Overall performance of residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

Satisfactory

Unsatisfactory [if checked, please complete Section E below]

E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

Section II

General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section II.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of compliance with all applicable regulatory agency policies, procedures, and administrative rules.
- Requirement of current state license, certification, registration or other necessary regulatory permits, etc.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations and results/findings related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the general legal compliance of this service provider:

For Secure Juvenile Facilities:

- Review of recent TJPC Compliance Monitoring, Enforcement and Tracking System reports (COMETS) regarding placement facility, if applicable.
Date Reviewed:
Date Reviewed:
- Confirm and review registration of facility on the TJPC Facility Registry, if applicable.
Date Reviewed:
- Receipt and review of copies of current juvenile board certification of facility.
Date Reviewed:
- Review of TJPC child abuse and neglect investigation statistics for facility.

Date Reviewed:

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits	Name of Officer
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- Other (Specify)
- Other (Specify)
- Other (Specify)

For Non-Secure Facilities:

- Confirm facility holds required licensure with appropriate state entity (e.g., Texas Department of Family and Protective Services, Texas Commission on Alcohol and Drug Abuse, out-of-state, etc.).

Date Reviewed:

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes No

- Receipt and review of TDFPS, TCADA or other state licensing agency facility monitoring or standards compliance reports.

Date Reviewed:

Date Reviewed:

- Review of TCADA or TDFPS child abuse and neglect investigation statistics for facility, if applicable.

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

Other (Specify)

Other (Specify)

Other (Specify)

Other (Specify)

Complete Section C and D at end of review period:

- C. Overall performance of residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]**

Satisfactory

Unsatisfactory [if checked, please complete Section D below]

- D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

Section III Accounting, Reporting and Auditing Requirements Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section III.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the compliance of this service provider:

- Receipt and verification of eligibility of service provider to receive state funds.

Date Reviewed:

- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]

Date Reviewed:

- Receipt and review of timely billing documents from service provider.

Date Assessed:

Date Assessed:

Date Assessed:

- Reconciliation of billing documents to juvenile probation department/county financial records.

Date Assessed:

Date Assessed:

Date Assessed:

- Receipt and review of financial statements or audit.

Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

C. Overall performance of residential service provider in Section III (Accounting, Reporting and Auditing Requirements) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory**

- Unsatisfactory** [if checked, please complete Section D below]

[if checked, please complete Section D below]

D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding

service provider in Section IV of this document.

**Section IV
Clearly Defined Sanctions or Penalties for
Contract Non-Compliance and Termination Provisions**

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section IV

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken regarding the service provider's performance of the contract:

- Contract Terminated (Specify details)
Date:
- Sanction Imposed (Specify details)
Date:
Date:
Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.