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## Contracts Policy

Division of Child and Family Services (DCFS)  
Juvenile Justice Services (JJS)  
Statewide Policy

<b>POLICY NUMBER:</b>	<b>DCFS/JJ 100.15</b>
<b>EFFECTIVE DATE:</b>	March 10, 2022
<b>APPROVED BY:</b> <b>DATE:</b>	Domonique Rice, Deputy Administrator – Division of Child and Family Services
<b>SUPERSEDES:</b>	None – New Policy
<b>APPROVED BY:</b> <b>DATE:</b>	Cindy Pitlock, Administrator – Division of Child and Family Services  3/16/2022
<b>REFERENCES:</b>	28 C.F.R. Part 115, Prison Rape Elimination Act, Juvenile Facility Standards; Prison Rape Elimination Act (PREA) DCFS/JJS 300.09
<b>ATTACHMENTS:</b>	A: DCFS Contract Initiation Transmittal B: DCFS Service Agreement Initiation C: PREA Compliance Verification Form D: DCFS Prison Rape Elimination Act Addendum

### I. SUMMARY

All residential contracts, interlocal agreements, and service agreements by the Division of Child and Family Services (DCFS), Juvenile Justice Services, both in-state and out-of-state, initiated, amended, or renewed and meeting certain criteria, shall comply with the Prison Rape Elimination Act (PREA).

### II. PURPOSE

DCFS, as an agency, continuously strives to be compliant with PREA. PREA compliance requires many disciplines within the agency to support and to do their part to ensure continued compliance. Contracting with providers is one area that falls under the purview of PREA; therefore, the purpose of this policy is to ensure DCFS is compliant with PREA regarding residential contracts, interlocal agreements, and service agreements.

### III. DEFINITIONS

As used in this document, the following definitions shall apply:

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- A. Contract Manager: A designated staff person within the DCFS Administrative Services (Fiscal) chain of command who is responsible for the development and renewal of Juvenile Justice contracted services.
  - B. Contract Initiation Transmittal: A DCFS form used to initiate a contract, interlocal agreement, or service agreement, which includes the scope of work to be provided.
  - C. Contract Initiator: A DCFS staff who initiates a contract, interlocal agreement, or service agreement. This can include a Youth Parole Bureau Unit Manager, a Clinical Program Manager, a Superintendent, an Assistant Superintendent, or designee.
  - D. Contractor: A qualified person or organization who provides services pursuant to a contract, interlocal agreement, or service agreement with DCFS.
  - E. PREA Compliance Manager: A designated staff person within a state juvenile facility who maintains PREA compliance within the facility.
  - F. PREA Coordinator: A full-time, upper-level, agency-wide position with the authority and responsibilities to develop, implement, and oversee DCFS's efforts to comply with PREA Standards.
  - G. Prison Rape Elimination Act (PREA): A federal law supporting the prevention, detection, and response to sexual abuse and sexual harassment within facilities. This law applies to all federal, state, county, local, and private facilities housing adults and juveniles.
  - H. Quality Assurance Specialist III: A DCFS staff person within the Juvenile Justice Programs Office who oversees residential out-of-state contractors who provide residential services to Nevada youth.
  - I. Residential Services: Contracted services which provide residential/housing services to youth in the care of DCFS.
  - J. Residential Contract: A legal document between DCFS and a contractor, to provide residential services within the scope of the agreement. This includes contracts, service agreements, and interlocal agreements.
  - K. State Juvenile Facility: Caliente Youth Center, Nevada Youth Training Center, and Summit View Youth Center.
  - L. Youth Parole Bureau: The unit within DCFS which provides community supervision to youth on parole and initiates residential contracts.

#### **IV. GENERAL GUIDELINES-RESIDENTIAL CONTRACTS**

- A. All residential contracts shall be initiated, amended, or renewed through a Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B), completed by the Contract Initiator.

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B. Residential contracts shall comply with PREA **if 50% of more of the youth in any residential location are juvenile justice involved youth.** Note: This is important to consider if a provider takes both Child Welfare and Juvenile Justice youth.

1. All residential contracts shall include language to ensure DCFS can monitor the contractor to ensure they adopt and comply with PREA, if required, per PREA Standard § 115.312.
2. To determine if the contractor shall adopt and comply with PREA, the Contract Initiator shall use the previous 12-month period to determine the average number of all youth at each of the contractor's residential locations under contract and compare it to the average number of juvenile justice-involved youth within each contracted residential location. If, in this 12-month period, the average number of juvenile justice-involved youth is 50% or more of the average number of all youth at any one location, the contractor shall adopt and comply with PREA at each location the 50% or more threshold is met.
3. The Contract Initiator shall calculate all (in state and out of state) residential contracts at every contract renewal using the method in Section IV.B.2.
4. On an annual basis, the Quality Assurance Specialist III shall calculate all (in state and out of state) residential contracts using the method in Section IV.B.2 as part of the annual quality assurance review, to capture any changes to youth population and contractor' obligations to comply with PREA. Any changes shall be reported to the Contract Initiator.
  - a. If a contractor previously found not meeting the criteria for PREA compliance is found to meet the criteria after the annual check, the contractor shall complete the PREA Compliance Verification Form (Attachment C) and procedures within this form and section VI (D) shall apply. A copy of the PREA Compliance Verification Form (Attachment C) shall be provided to the PREA Coordinator.
5. For each residential contract renewal or amendment, the same calculations above shall be used to determine whether the contractor shall adopt and comply with PREA or maintain their compliance with PREA.

C. The Contract Initiator and PREA Coordinator shall indicate on the DCFS Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B) if the residential contract requires compliance with PREA.

## **V. GENERAL GUIDELINES-FACILITY CONTRACTS**

A. All contracts shall be initiated or renewed through a Contract Initiation Transmittal (Attachment A) or a DCFS Service Agreement Initiation (Attachment B) completed by the Contract Initiator.

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- B. Facility-based contracts shall comply with PREA when any employee associated or employed by the contractor **will interact with youth, through sight or sound**, at a State Juvenile Facility. This may include contractors providing medical services, mental health services, dental services, education services, etc.
  - C. The PREA Coordinator shall indicate on the Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B) if the contract requires compliance with PREA.

## **VI. PROCEDURES-RESIDENTIAL & FACILITY**

- A. The Contract Initiator shall complete the Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B), and indicate a “Yes” or “No” to the following questions, to determine whether the contractor shall comply with PREA:
  - 1. Contract Initiator Question 1: For all residential contracts, will the contractor house 50% or more juvenile justice youth in any single contracted locations?
  - 2. Contract Initiator Question 2: For all facility-based contracts, will the contractor have sight or sound contact with any youth?
- B. The Contract Initiator shall provide the completed Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B) to the PREA Coordinator.
- C. The PREA Coordinator shall indicate a “Yes” or “No” to the following questions on the Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B), to determine how the contractor shall comply with PREA:
  - 1. PREA Coordinator Question 1: For all residential contracts, does the contract require a PREA Compliance Verification Form?
  - 2. PREA Coordinator Question 2: For all facility-based contracts, does the contract require background checks?
- D. The PREA Coordinator shall complete and sign the Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B) and provide it back to the Contract Initiator.
- E. If a residential contract requires the adoption and compliance of PREA, the Contract Initiator shall require the contractor complete the DCFS PREA Compliance Verification Form (Attachment C). This form shall become part of the contract package and provided to the Contract Manager and PREA Coordinator.
- F. From the DCFS PREA Compliance Verification Form (Attachment C), if the residential contractor confirms they are “Actively and effectively working toward achieving compliance with all required PREA Standards”, the contractor shall be monitored per section VII and will

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be provided 18 months after the executed contract date to become PREA compliant as demonstrated by a federal PREA audit Final Report.

1. The PREA Coordinator shall develop an information sheet for residential contractors outlining the requirements for compliance with PREA to include frequently asked questions. This may be placed on the DCFS website for reference.
- G. From the DCFS PREA Compliance Verification Form (Attachment C), if the residential contractor confirms they “Achieved PREA compliance as demonstrated by a Final Report from a certified federal PREA auditor”, the Contract Initiator shall obtain (as part of the contract initiation process) the contractor’s most recent PREA Final Report issued by a certified federal PREA auditor. A copy of the Final Report shall be provided to the Contract Manager and PREA Coordinator.
1. The contractor shall maintain PREA compliance through a federal PREA audit every three (3) years. In the event a contractor previously in compliance falls out of compliance during their contracted period, the requirements within the PREA Compliance Verification Form (Attachment C) shall apply and the contractor will have 12 months to regain full compliance.
- H. The Contract Manager shall not process the Contract Initiation Transmittal (Attachment A) or DCFS Service Agreement Initiation (Attachment B) if the PREA Compliance Verification Form is required but has not been provided by the Contract Initiator.
- I. The Contract Manager shall include, within all residential contracts, the DCFS Prison Rape Elimination Act Addendum (Attachment D). This shall require the residential contractor to adopt and adhere to all PREA Standards required by their facility type (juvenile facility or secure juvenile facility) per the PREA Standards, if or when they meet the requirements in Section IV.
- J. The Contract Manager shall include, within all facility-based contracts, the DCFS Prison Rape Elimination Act Addendum (Attachment D). This shall require the facility-based contractor to undergo background checks prior to services being rendered in the facility if or when they meet the requirements in Section V.
1. The PREA Coordinator shall alert the facility’s PREA Compliance Manager of this requirement. The PREA Compliance Manager, or designee, shall work with DCFS Human Resource personnel to determine the level of background check needed.
  2. Contracted services that provide intermittent, vital services (e.g., plumbing/ heating/air conditioning/copy machine repair or emergency medical care) are not required to undergo background checks.
- K. Before any contract renewal, the Contract Manager shall confirm with the Contract Initiator and PREA Coordinator the contractor’s PREA compliance status per any compliance requirements within their initial or prior contract period.

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**VII. RESIDENTIAL CONTRACT MONITORING GUIDELINES (50% or more Juvenile Justice Youth)**

- A. For each residential contract meeting the criteria for PREA compliance, the PREA Coordinator, Quality Assurance Specialist III, or designee, shall monitor the contractor for PREA adoption and compliance. This may include:
1. Providing resources for PREA implementation, as needed (e.g., PREA Resource Center).
  2. Requesting scheduled dates of federal PREA audits.
  3. Requesting the status of PREA audits and corrective action plans.
  4. Completing site visits and reviews in non-audit years when a federal PREA audit is not required.
  5. Requesting the Final Report after each federal PREA audit.
- B. The PREA Coordinator shall request investigative data for all residential providers meeting the criteria for PREA compliance (number of investigations, types of investigations, findings) for inclusion in the DCFS Annual PREA Report.
- C. Residential contractors do not have to be in full PREA compliance at the time of contract initiation but do have to demonstrate full compliance per a federal PREA audit Final Report, within 18 months of their executed contract.
1. Contractors not in compliance at the time of contract initiation will be asked to provide a timeline of compliance, with benchmarks, to the PREA Coordinator, and provide notification of full compliance, no later than 18 months after their signed contract.
  2. Contractors who do not come into full compliance at 18 months, but have steadily worked towards compliance, may be granted a one-time extension of up to 6 months. Any extension shall be approved by the PREA Coordinator, or designee, on a case-by-case basis.
  3. Contractors shall provide a status update of their progress towards compliance every three (3) until compliance is achieved. This shall be provided to both the Contract Manager and the PREA Coordinator. The PREA Coordinator may provide feedback to the contractor as necessary.
- D. Providers who have made no effort towards compliance at the 18-month mark shall not be given a new contract, and it is recommended that alternative placements be identified (at the 18-month mark) until all youth are removed, and the contract is terminated. Any deviations from this shall be approved by the Deputy Administrator of Quality and Oversight or the Deputy Administrator of Community Services.

**VIII. STANDARD OPERATING PROCEDURES**

- A. All facilities and the Youth Parole Bureau shall create a Standard Operating Procedures consistent with this policy, including but not limited to:

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1. The title(s) of designated Contract Initiators.
  2. For Youth Parole Bureau: How data will be compiled for use in completing accurate calculations to determine if 50 percent or more are juvenile justice involved youth at contract renewal.
  3. For Facilities: How it will be determined if background checks are required (e.g., a list of typical types of contractors who require this) and person responsible for working with Human Resource to gain any necessary background checks.

B. This Policy shall be reviewed annually