

PIEDMONT REGIONAL JAIL AUTHORITY 2018 ANNUAL REPORT AND STAFFING ANALYSIS

The Prison Rape Elimination Act (PREA) of 2003 is a Federal law established by the Department of Justice to support the elimination and prevention of sexual assault, sexual misconduct and sexual harassment in the correctional system. PREA addresses sexual assault by both inmate on inmate, staff on inmate and inmate on staff.

Piedmont Regional Jail Authority upholds the guidelines of PREA by the development of a Jail environment which mandates ZERO-TOLERANCE for any and all incidents of sexual assault, sexual misconduct and sexual harassment whether consensual or non-consensual.

With the implementation of PREA throughout the operation of the Jail, it is mandated that when inmates are admitted to the Jail, they are to be provided education on the many aspects of PREA. Piedmont Regional meets this requirement by requiring each inmate observe a video titled, "What You Need to Know", and provide all inmates a copy of the inmate handbook that further explains their rights to be free from sexual abuse and sexual harassment and how it is managed within the Jail. As a part of the intake process each inmate is screened to assess their risk of victimization or predation using an objective measurement tool based on specific risk factors. This tool is utilized to make individualized determination as to their housing assignment and program participation. During the classification process, they are informed of the Medical and Mental Health services available within the Jail. If a PREA issue is discovered during the interview, the QMHP is contacted and immediate services are provided or a follow-up appointment is scheduled.

Throughout the Jail, there are posters, explaining zero-tolerance and the methods to report sexual misconduct in English and Spanish.

All newly hired Jail staff and contractors working within the Jail are required to complete orientation training prior to working in the Jail, which includes PREA training and then viewing several videos relative to PREA. All correctional staff receives additional PREA training when in attendance at the Basic Jailer's program conducted by the Central Virginia Regional Training Academy. Refresher training is provided to all staff on an annual basis.

To prevent various forms of sexual misconduct, Piedmont Regional Jail Authority has numerous video cameras strategically placed throughout the Jail to eliminate blind spots to adequately protect staff and inmates from sexual abuse and to ensure the continued safety of staff and inmates. A review of the Jail was conducted by the staff and the PREA Coordinator to determine the need for additional video cameras and the review revealed that additional video cameras were needed to ensure the safety of the staff and inmates. The Jail has installed additional video cameras and is working with a contractor to add even more video cameras. Additional facility physical renovations have been completed to ensure that the inmates' PREA rights are not being violated.

When it comes to sexual activity within the Jail, the policies and procedures are clear; **ALL SEXUAL ACTIVITY IS PROHIBITED**. Forced or coerced sexual activity and behavior by staff or inmate is a criminal act that merits criminal prosecution. All substantiated acts are reported to the Prince Edward Sheriff's Office for investigation to ensure the perpetrator faces

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the full consequence of the law and is grounds for employee termination. Piedmont Regional Jail Authority has signed a Memorandum of Understanding with the Prince Edward Sheriff's Office to ensure that all incidents of sexual assault are thoroughly investigated and referred for prosecution to the Prince Edward County Commonwealth Attorney.

Any form of substantiated consensual sexual activity that occurs within the Jail by staff or inmate is also prohibited. The inmate will be charged administratively by placing internal disciplinary sanctions for consenting sexual acts, and non-consensual acts will be forward to the Prince Edward County Commonwealth Attorney for possible prosecution. Any staff involvement in a PREA incident will be investigated and referred for prosecution to the Prince Edward County Commonwealth Attorney and is grounds for termination for employees.

In accordance with PREA, all investigations are assigned one of three (3) possible determinations:

- **Substantiated** – an allegation which was investigated and determined to have occurred.
- **Unfounded** – an allegation which was investigated and determined not to have occurred.
- **Unsubstantiated** – an allegation which produced insufficient evidence to make a final determination of a substantiated or unfounded.

In the year beginning January 1, 2017 and ending December 31, 2017 there have not been any PREA allegations that were determined substantiated. There was a total of three (3) allegations that involved staff which were determined unsubstantiated. Eleven (11) inmate on inmate allegations that were determined unsubstantiated. All allegations for this year were reviewed by the "Sexual Assault Response Team" (SART). The team determined that additional cameras needed to be installed in certain areas of the facility.

Piedmont Regional Jail Authority initiated PREA in late 2013 and during the 2014 year the "Third Party Reporting" reporting procedures was implemented: a third-party reporter is someone who reports sexual abuse and sexual harassment but is neither the victim nor the abuser. This person may have been told by a victim about abuse or harassment, or witnessed it first-hand. Third-party includes other inmates, members of staff, family members, lawyers, contract employees, service providers, community or religious volunteers, etc.

A third party can report any form of sexual assault, sexual misconduct or sexual harassment in person or anonymously in a variety of ways. Under the PREA Standards, Piedmont Regional Jail will accept all third-party reports received through:

- **Verbal Reports** – Made in person or by telephone to a Jail Official, caller's identity is not a prerequisite.
- **Written Communication** – By letter or email the Jail,
- **Contact the PREA Investigator:** (434) 392-1601, Ext. 241
- **Contact the PREA Coordinator:** (434) 392-1601, Ext. 294
- **You may leave a message at:** (434) 392-3819
- **Contact Southside Center for Prevention of Violence:** 1-888-819-2926

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Inmates may make third party reports by using the housing area telephones and dialing 99999 (1) (5), toll free to report incidents of sexual misconduct.

A third party can submit a report verbally or in writing without disclosing his/her name or that of the alleged victim or abuser. A report may be submitted in a language other than English. Also, a third party has the right to assist an inmate with completing and filing his/her own report of abuse or harassment. In 2017, there were zero (0) third party reports received.

In accordance with Prison Rape Elimination Act standard 115.13, a staffing plan has been developed that provides an adequate level of staffing and, where applicable, video monitoring has been installed to protect inmates and staff against sexual abuse.

History of Piedmont Regional Jail Authority

Piedmont Regional Jail Authority was opened in 1988 to serve the counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward. It was originally opened with a rated capacity of 103 inmates and 2010 raised to a rated capacity of 274. At this time, Piedmont Regional Jail Authority holds State, Local and Federal inmates with an average daily population of 600 inmates.

Divisions of the facility

The facility is currently comprised of five divisions:

- Administrative Services
- Community Corrections
- Compliance & Training
- Inmate Services & Support
- Operations

Placement of Supervisory Staff

Supervision at the jail facility is consistent with all applicable Commonwealth of Virginia Department of Corrections (VADOC), National Commission on Correctional Health Care (NCCHC) and Prison Rape Elimination Act (PREA) standards. Video monitoring is utilized throughout the jail facility to enhance security and surveillance, but not used as a substitution for direct staff supervision.

Organizational Restructuring

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The Piedmont Regional Jail Authority evaluated their staffing patterns in order to be in compliance with the Prison Rape Elimination Act. The Superintendent made necessary changes in several departments to ensure that staff was adequate enough to adhere to the facility needs and that resources were sufficient to increase the span of control. The Superintendent, in conjunction with the jail's management team, will evaluate the jail's staffing, organizational structure, and facility budget on an annual basis to ensure adequate levels of staffing are continuously present.

After careful review, the following changes have been made throughout the facility:

A. Medical/Mental Health Department

- a. Security officers were added in the Medical Department for the sole purpose of escorting inmates to and from Medical. They are responsible for providing security of inmates during the entire time he/she is in the medical department.

B. Food Service

- a. Security positions have been added to the Food Service Department. The Security Officer's responsibility is to escort inmate workers to and from the Kitchen as well as maintain security in the Kitchen while the inmate workers are present.

C. Security Department

- a. There is will be a female on duty at all times to prevent cross gender searches.
- b. All booking officers have been trained to assess predators and victims of sexual misconduct.

D. Programs

- a. The Chaplain is escorted by the same sex officer as the inmates in the housing units.

E. PREA

- a. Same Sex volunteers will be with Same Sex inmates at the time of services.

Findings of instances with a staffing plan is not complied with

Piedmont Regional Jail Authority is a linear supervision facility and has drafting procedures in place to prevent having a post unattended. The facility utilizes the draft schedule to ensure minimum maintenance of posts at all times. Therefore, there is never an instance where a post is unattended. Piedmont Regional Jail uses the following Staffing and Post Deployment:

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Piedmont Regional Jail Authority staffing and post deployment is designed to cover all of the post designated in the facility. Piedmont Regional Jail security staff currently work 8 hour shifts (8-4 Shift), (4-12 Shift) and (12-8 Shift) each shift is staffed with twenty (20) officers, two (2) Sergeants and one (1) Lieutenant. There are four (4) shift breaks on each shift depending on personnel. Sergeant's and officer's rest days are Friday/Saturday, Sunday/Monday or Wednesday/Thursday; Lieutenant's rest days are Saturday/Sunday. There is a Captain (Chief Jailer) who directly supervise the security Lieutenants; there is a Major (Chief of Security) that supervises the Captain. There are also contingency plans in place to ensure that the mandatory minimum coverage is always adhered to. The following is a chart of the posts that are present at the facility and the number of staff assigned to the post.

<u>Post</u>	<u>Areas Covered</u>	<u>Officers</u>
Back	A-Pod, B-Pod, C-Pod, D-Pod	1 (Male)
Middle	M-Pod, 04-Pod, 02-Pod, 03-Pod	1 (Male)
Front	01-Pod, F-Pod, G-Pod,	1 (Male) or Female
Post 12	Main Central Control	1(Male or Female)
L-Central	L-Building Central Control	1 (Male or Female)
I-Central	I-Building Central Control	1 (Male)
L-Floor	L-1 Pod, L-2 Pod, L-3 Pod	1 (Male)
I-Floor	I-1 Pod, I-2 Pod	1 (Male)
Post 9	Female Housing H-Pod, W-Pod	1 (Female)
Post 10	Intake Cells: J-1, J-2, J-3, J-4, J-6	1 (Female or Male)
Shift Supervisor	Supervise the entire jail	1 (Male or Female)

Piedmont Regional Jail Authority mandates that the above staffing deployment is adhered to at the beginning of each and every shift. This deployment is maintained by the use of a daily draft schedule that is posted each month. Officers from each shift are assigned draft days to ensure coverage of each shift, if needed. A minimum of one (1) Supervisor and ten (10) officers are required to begin a shift. The mandatory minimum coverage on the shift at any time is one (1) Supervisor and eight (8) officers. If two officers are required to be utilized for emergency reasons, the officer working the Middle Post and the officer working post 10 will be utilized for the emergency. The Officers working the Front and Back post will assume the duties of the Middle Officers post, the officer working post 9 will assume the duties of post 10 along with the assistance of the Shift supervisor. If the mandatory minimum is in effect, draft personnel will be called in resulting in being at mandatory minimum only for the time that it takes for the drafted officer to report to the jail. If for any reason the facility staffing drops below one (1) Supervisor and ten (10) officers, the reason why is documented on the Daily Report Log (DR log) as well as on an incident report. Two (2) Majors, four (4) Captains and six (6) Lieutenants are on call 24 hours a day for facility emergencies.

Consideration of Sexual Abuse and Harassment

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Piedmont Regional Jail Authority has had minimum allegations of abuse. However, the jail is proactive in allegations of abuse and has identified areas that needed additional monitoring. Additional staff has been placed in those areas to minimize abuse. Cameras are used to monitor each housing unit; however, the cameras are placed at specific viewing angles in an effort to minimize blind spots and positioned to specifically to avoid shower and toilet areas to provide inmates privacy while performing personal hygiene functions.

Video Monitoring

Video Monitoring is utilized throughout the jail to enhance security and surveillance, but is not used for staff supervision. The Piedmont Regional Jail Maintenance Department has upgraded as well as installed new cameras in several areas throughout the facility; such as:

- a. Attorney visitation rooms
- b. Booking area
- c. I-building breeze way

Cameras were upgraded in the entire L-building.

Cameras are placed in special use cells to supplement the security and observation rounds for inmates that are at risk to themselves or for medical observation. These cameras are equipped with “black out spots” which are located in the toilet area to help maintain privacy when performing bodily functions.

Conclusion

Piedmont Regional Jail Authority remains committed to adhering to the requirements of PREA and will continue to thoroughly investigate all allegations of sexual harassment and sexual abuse of inmates in the custody of the Jail.

On file

Donald L. Hunter, CJE
Superintendent Piedmont Regional Jail

2/7/18

Date



Purple Communications, Inc.
595 Menlo Drive
Rocklin, CA 95765
800-618-2418

VIDEO REMOTE SIGN LANGUAGE INTERPRETING RATES AND POLICIES

VRI Rates:

- Annual Fee of \$300.00 (includes 100 minutes).
- Minutes are billed at \$3.00 per minute.
- Five (5) minute minimum per call.
- Calls are billed per session minute (call connect time).
- All calls are rounded up to the next minute.

VRI Services:

- Purple provides on demand 24/7/365 American Sign Language Video Remote Interpreting services
- Purple sign language interpreters are certified and ADA qualified
- Purple provides ASL to English interpretation
- Purple VRI software download and technical support is included in the annual fee
- Purple VRI provides confidential communications and is HIPAA compliant

Customer Responsibility:

- Customer is responsible for providing a compatible VRI device (See Purple VRI QuickGuide).
- Customer is responsible for providing adequate internet connectivity with a minimum of 512kbps to the Purple VRI network.

Invoicing:

- Purple will invoice monthly and provide a call detail report.
- Calls are billed per session minute (call connection time).
- Calls are rounded to the next minute.
- Invoices are due 30 days from receipt. ACH/EFT payments are preferred.
- Purple also accepts Visa, MasterCard, Discover Card, and American Express.

Use of Purple Communications VRI services constitutes acceptance of all the Rates, Terms & Policies shown on Pages 1 and 2. The undersigned customer representative certifies that they are authorized to accept these Rates and Policies on behalf of the Customer.

Note: Billing Contact must be different from requestor.

Organization: Piedmont Regional Jail
Signature: [Signature] Date: 1-11-21
Print Name: Jason Baker
Title: Major
Phone: 434-392-1601 ext 225
Email Address: j.baker@prjva.org

Billing Contact Person: Mellisa Case
Billing Email Address: mbcase@prjva.org
Billing Phone: 434-392-1601 ext 226
Billing Address: 801 Industrial park Rd.
Farmville VA 23901
Billing Method: Email ☐ Mail ☒ Fax ☐

Please return a completed and signed form to vri@purple.us



Terms and Policies

- 1. ENTIRE AGREEMENT/NO MODIFICATIONS** The rates and terms set forth on page one, and these terms and policies on this page (collectively the "Rates and Terms") and the attachments specifically referenced within this document constitute all of the terms and policies relating to the relationship between you and Purple Communications, Inc. (Purple), and they supersede any other written or oral understandings or communications; any other documents enclosed or provided are intended for reference and are not a part of the Rates and Terms. The Community Interpreting Prices may be changed by Purple after 30 days prior notice to Customer, all remaining Rates and Terms and any attachment hereto may be modified or amended only by a written amendment executed by an officer of Purple.
- 2. LIMITED LIABILITY/DISCLAIMERS** Purple will provide interpreters with skills that are consistent with industry-wide standards. Customer retains the responsibility for ensuring that services are provided to the persons requiring such services. Therefore, Customer agrees to indemnify, defend and hold harmless Purple, and any of its contractors, employees, officers, agents, owners and representative from any damages, losses, liabilities or claims arising out of the services, except for claims arising out of Purple's negligence. IN ANY EVENT, PURPLE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, WHETHER ARISING OUT OF CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PURPLE disclaims any express or implied warranties regarding the services that are not contained in the Rates and Terms.
- 3. GOVERNING LAW AND DISPUTE RESOLUTION** The Rates and Terms, and services provided by Purple hereunder, shall be governed by the laws of the State of California, without regard to choice of law principles. The exclusive venue for any action arising out of the Rates and Terms shall be a state or federal court in California. If any court action is necessary to enforce these Rates and Terms, the prevailing party shall be entitled to reasonable attorney fees, costs, and expense in addition to any other relief to which the party may be entitled.
- 4. NOTICE** Any notices, including notices of address and facsimile number changes, or cancellation notices, required or permitted to be given under these Rates and Terms shall be in writing and shall be deemed to have been received (i) if hand delivered, (ii) three (3) business days after being properly mailed, postage prepaid, by first class, certified or registered U.S. mail, (iii) the next business day after being sent by U.S. Express Mail or by a major U.S. express document courier to an assigned Purple representative.
- 5. SEVERABILITY** The provisions of these Rates and Terms are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto.
- 6. ASSIGNMENT** Customer will not assign these Rates and Terms or any rights hereunder, by law or otherwise, without Purple's party's prior written consent. Subject to the foregoing, this Agreement shall be binding on any successor or assigns of the parties.
- 7. INDEPENDENT CONTRACTORS** The parties to this Agreement are independent contractors. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Rates and Terms.
- 8. TERMINATION.** Either party may terminate the relationship between the parties and these Rates and Terms without cause at any time with 30 business days written notice or with reasonable cause immediately upon written notice. Reasonable cause means a material violation of this Agreement or nonpayment of fees. Section 5 and any obligation to pay fees shall survive any termination of this Agreement. Customer will be responsible for court costs and reasonable attorney's fees on accounts placed for collection.
- 9. ACCEPTANCE** Dissatisfaction with services rendered must be communicated in writing to Purple in writing within 5 days of assignment completion. Failure to do so will be deemed acceptance of the services.
- 10. NUMBER OF INTERPRETERS** To protect the occupational safety of our interpreters and to facilitate communication, the interpreter may transfer the call to another qualified Purple interpreter when the call exceeds the occupational safety limit.
- 11. HIRING OF INTERPRETERS** Customer agrees that it will not employ (full or part-time) any of Purple's staff during the period of our relationship and for a period of 6 months from the termination of our relationship and these Rates and Terms.

