

YOUTH SERVICES POLICY

Title: Volunteer Services Program	Type: B. Classification, Sentencing and Service Functions Sub Type: 8. Youth Related Services Number: B.8.3
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References: Ch. C. Art. 609 et seq; La. Ch. C. Art. 412 and LSA-15:574.12; ACA Standards 2-CO-1G-01, 2-CO-1G-02, 2-CO-1G-03, 2-CO-1G-04, 2-CO-1G-05, 2-CO-1G-06, 2-CO-1G-07, 2-CO-1G-08, 2-CO-1G-09 and 2-CO-1G-10 (Administration of Correctional Agencies); 4-JCF-6G-09, 4-JCF-6G-10, 4-JCF-6G-11, 4-JCF-6G-12, 4-JCF-6G-13, 4-JCF-6G-14 (Performance-based Standards for Juvenile Correctional Facilities); 2-7223, 2-7224, 2-7225, 2-7226, 2-7227, and 2-7228 (Juvenile Probation and Aftercare Services); US DOJ PREA Standards 115.332(a), 115.332(b), 115.332(c), 115.377(a) and 115.377(b); YS Policies A.1.4 "Investigative Services", A.2.18 "Criminal Record Check", A.2.24 "Staff Development and Training Plan", B.8.4 "Religious or Faith-Based Programs and Services", B.8.15 "Family and Community Relations", C.2.11 "Prison Rape Elimination Act (PREA)", and C.4.3 "Mandatory Reporting of Abuse and Neglect of Youth"	
STATUS: Approved	
Approved By: <i>James Bueche, Ph.D., Deputy Secretary</i>	Date of Approval: 05/29/2019

I. AUTHORITY:

Deputy Secretary of Youth Services (YS) as contained in La. R.S. 36:405. Deviation from this policy must be approved by the Deputy Secretary.

II. PURPOSE:

To establish the Deputy Secretary's policy regarding the development and operation of Volunteer Services Programs throughout Youth Services (YS).

III. APPLICABILITY:

Deputy Secretary, Assistant Secretary, Chief of Operations, Executive Management Advisor, Family Liaison, Staff Development Director, Regional Directors, Facility Directors, Regional Managers, contract service providers, and volunteers.

Each Unit is responsible for ensuring that all necessary procedures are in place to comply with the provisions of this policy.

IV. DEFINITIONS:

Mandatory Reporter - Any of the following individuals performing their occupational duties: health practitioner, mental health/social service practitioner, teacher or child care provider, police officers or law enforcement officials, commercial film and photographic print processors and mediators appointed pursuant to Chapter 6 of Title IV of the Louisiana Children's Code.

Unit Head – For purposes of this policy, the Deputy Secretary, Facility Directors and Regional Managers.

Volunteer - An individual who donates their time and effort to enhance YS' activities and programs. These individuals are selected on the basis of their skills or personal qualities to provide services in such areas as transition back into the community, recreation, counseling, education, religion, etc. Volunteers may include student interns, job service training program participants, senior citizens, faith-based organizations, and other workers who serve without financial compensation.

V. POLICY:

It is the Deputy Secretary's policy to establish a Volunteer Services Program by forming partnerships with families, communities, and other entities to provide services that assist youth in moving toward responsible citizenship.

The Regional Family Liaisons shall be responsible for supporting and strengthening the region's volunteer and faith-based services (refer to YS Policy No. B.8.15).

Facility Directors and Regional Managers shall designate a senior staff member to serve as the unit's Volunteer Services Coordinator for community-based and faith-based volunteer services. The Ombudsman shall be notified of any changes in the designated senior staff member.

In recognition of the value of diverse cultural, educational, economic, and organizational backgrounds, YS embraces volunteers drawn from all cultural and socioeconomic parts of the community.

VI. PROCEDURES:

A. Volunteer Services Programs shall be organized in accordance with ACA standards, and shall include written policies and procedures outlining organizational lines of authority, responsibility, accountability, recruitment, selection, orientation, training, and supervision of volunteers prior to assignment.

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- B. The Faith-Based Services programs shall be organized pursuant to ACA standards, and shall follow the guidelines established in YS Policy B.8.4.
- C. Prior to providing services all volunteers shall:
 - 1. Undergo a criminal record check pursuant to YS Policy No. A.2.18;
 - 2. Attend orientation and training inclusive of the history and an overview of the agency and Volunteer Services Program.
- D. The unit's Volunteer Services Coordinator shall be responsible for instructing and encouraging volunteers.
- E. Unit Heads shall be responsible for remediation or removal of volunteer workers or volunteer organizations whenever there is conflict with or a violation of policy and procedures.
- F. Volunteers shall be encouraged to contribute comments or suggestions regarding the overall operation of the Volunteer Services Program on the "Volunteer Reporting Form", [see Attachment B.8.3 (c)]. Comments or suggestions submitted shall be maintained by the unit's Volunteer Services Coordinator, with a copy forwarded to the Ombudsman.
- G. Youth under the supervision or in the custody of YS, and their families, shall be made aware of volunteer services available to them during the admission process.

VII. SECURE CARE REQUIREMENTS:

- A. Orientation and annual training for secure care volunteers shall consist of the following at a minimum:
 - 1. Introduction to Secure Care
 - 2. YS Policy;
 - 3. Organizational Structure;
 - 4. Facility and Operational Procedures;
 - 5. Code of Ethics / Professional Boundaries;
 - 6. Staff and Youth Relationships;
 - 7. Mandatory Reporting Requirements;
 - 8. Prison Rape Elimination Act (PREA); and
 - 9. Any other topics at the discretion of the Assistant Secretary, Deputy Assistant Secretary, Regional Directors, Facility Directors, Family Liaison, and the Staff Development Director (refer to YS Policy No. A.2.24).

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- All training shall be documented and maintained by the facility's Volunteer Services Coordinator, with a copy forwarded to the Ombudsman upon completion following orientation and annual training.
- B. All volunteers shall be issued a facility photo I.D. card which must be presented prior to entry into the facility. Photo I.D.'s shall be worn and visible at all times.
 - C. Persons under the age of 18 shall not be allowed to serve as a volunteer without special consideration. Groups with minors shall be considered on a case-by-case basis as long as the minors are a vital part of a specific program.
 - D. Group sponsors shall provide a program outline of the services they wish to provide. The outline shall include, but is not limited to the following:
 - 1. Philosophy;
 - 2. Purpose;
 - 3. Goals and Objectives;
 - 4. Desired schedule; and
 - 5. Any arrangements or accommodations that may be needed.
 - E. The number of persons permitted to enter as a group shall be governed by the unit's Standard Operating Procedure (SOP). Any additions or deletions to the group volunteer list must be submitted to the Volunteer Services Coordinator in a timely manner and according to procedure.
 - F. The Volunteer Services Coordinator shall recommend all volunteers who meet the qualifications to the Facility Director/designee for approval prior to the volunteer services being rendered.
 - G. Relatives of youth and those persons on a youth's approved visiting list **SHALL NOT** be allowed to serve as a volunteer **for any reason**.
 - H. Volunteers shall not be allowed to visit youth for any reason other than to provide approved services.
 - I. The following documentation shall be completed and maintained on each volunteer by the facility's Volunteer Services Coordinator in a secure location, to ensure the confidentiality of the information contained on the forms.
 - 1. **Annual** criminal record checks pursuant to YS Policy No. A.2.18.
 - 2. A "Mandatory Reporter Statement" pursuant to Ch. C. Art. 609 et seq and YS Policy No. C.4.3.

3. A "Prison Rape Elimination Act (PREA) Staff Confirmation of Receipt" form pursuant to YS Policy C.2.11.
4. A "Request for Investigation - Verification Form" and documentation regarding any findings, pursuant to YS Policy No. A.1.4, Section VI.J.
5. A "Volunteer Registration and Agreement Form" [see Attachment B.8.3 (a)].
6. Volunteer Services "Assumption of Risk, Waiver of Liability and Hold Harmless" form [see Attachment B.8.3 (b)].
7. **Annual** verification of proper credentials of professionals whose services require legal licensure or certification.
8. A copy of the volunteer's photo I.D. card.
9. Orientation, annual, and other documented training provided.

VIII. COMMUNITY-BASED SERVICES (CBS) REQUIREMENTS:

- A. Orientation and annual training for volunteers working less than 35 hours per week shall be appropriate to their assignment pursuant to the CBS Volunteer Manual.
- B. The following documentation shall be completed and maintained on each volunteer by the unit's Volunteer Services Coordinator in a secure location to ensure the confidentiality of the information contained on the forms.
 1. **Annual** criminal record checks pursuant to YS Policy No. A.2.18.
 2. A Mandatory Reporter Statement pursuant to Ch. C. Art. 609 et seq. and YS Policy No. C.4.3.
 3. A Volunteer Registration and Agreement Form [see Attachment B.8.3 (a)].
 4. A Volunteer Services Assumption of Risk, Waiver of Liability and Hold Harmless form [see Attachment B.8.3 (b)].
- C. **Annual** verification of proper credentials of professionals whose services require legal licensure or certification.
- D. Orientation, annual, and other documented training provided.

IX. QUALITY ASSURANCE:

- A. The Ombudsman shall be responsible for the following:
1. An annual evaluation of each unit's Volunteer Services Program;
 2. An affirmation that all procedures and requirements outlined above are being adhered to at the YS secure care facilities and regional offices. If a violation is found to exist, the Ombudsman shall report the violation to the respective Facility Director/Regional Manager, with a copy forwarded to the appropriate Regional Director.

Previous Regulation/Policy Number: B.8.3

Previous Effective Date: 04/19/2018

Attachments/References:

B.8.3 (a) Volunteer Registration and Agreement Form May 2019.doc

B.8.3 (b) Assumption of Risk, Waiver of Liability and Hold May 2019.docx

B.8.3 (c) Volunteer Reporting Form May 2019

Volunteer Registration and Agreement Form

Date: _____ Unit: _____
Name: _____ SS#: _____ DOB: _____

Drivers License #: _____ (attach copy of front and back to this form)

Address: _____

Telephone Numbers:

Home: _____ Work: _____ Cell: _____

Name of the organization sponsoring you: _____

List any talents or skills which you possess that could be beneficial to the youth.

What service(s) do you desire to perform?:

As a volunteer with the Office of Juvenile Justice, I will cooperatively serve at the discretion of the Volunteer Services Coordinator, under whose supervision I am assigned. I understand that I am required to attend orientation, annual, and any other training that may be necessary.

Volunteer Signature

Date

Sponsoring Organization or Designee

Date

Volunteer Services Coordinator

Date

Approved by

Date

**YOUTH SERVICES
VOLUNTEER SERVICES**

Assumption of Risk, Waiver of Liability and Hold Harmless

Community volunteers promote OJJs' vision of community based services for troubled youth. OJJ appreciates the important role that volunteers play by providing meaningful resources, expanding services provided by staff, and enhancing community relationships.

Persons who wish to provide volunteer services to youth in OJJ custody are required to carefully review the following statements. Please initial each statement, then sign and date the document.

____ I understand that I am subject to all Louisiana state statutes, OJJ policies, and facility/office procedures relative to youth and OJJ.

____ I understand that the Deputy Secretary/designee may remove me from providing volunteer services at any time without advance notice. I do not have the right to appeal his decision.

____ I understand that I am not an employee or agent of the State of Louisiana or of OJJ, and have no authority to act on behalf of the state or the agency.

____ I understand that I will not receive any compensation or benefits from OJJ.

____ I understand that I must be 18 years of age or older to volunteer with OJJ.

____ I understand that there are risks inherent in providing volunteer services to youth in the juvenile justice system, and that I may suffer physical injury, sickness or death, or damage to my property. While volunteering there is the possibility of youth displaying unpredictable, and potentially violent behavior. I freely and voluntarily accept and assume all risks, dangers, and hazards.

____ I understand that OJJ does not carry any medical, accident, automobile, or injury insurance coverage for my benefit. I understand that it is my responsibility to ensure that I have adequate automobile, medical, dental, and/or accident coverage.

____ I further understand that OJJ does not provide insurance or coverage for any vehicle I might drive or occupy as a passenger while performing volunteer services. I understand that it is my responsibility to insure that I have adequate automobile insurance for any vehicle I operate while volunteering.

____ I understand and agree to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-RS 15:574.12, to prevent the unauthorized use or disclosure of names, identities, or any information pertaining to youth in OJJ facilities. Such confidentiality protections apply whether the information is verbal or written.

B.8.3 (b)

____ I understand that OJJ has a drug-free work policy. The use of illegal and non-prescription drugs, alcohol, inhalants and unauthorized use of prescription drugs is not allowed. Any volunteer who reports to a OJJ office or facility under the influence of drugs or alcohol or is in possession of drugs or alcohol on OJJ grounds shall be immediately terminated as a volunteer.

____ In consideration for being allowed to participate as a volunteer with OJJ, I assume all risk of personal injury or death and property damage or loss from whatever causes while I am participating in the program. This includes injuries, death, or damage while I am on OJJ property. I release OJJ, its officers, employees, agents, and servants from such liability thereof.

____ As further consideration for being allowed to participate as a volunteer, I will indemnify and hold harmless, OJJ, its officers, employees and agents, for any personal injury or death and property damages or loss to others for which my actions were a proximate cause while I am participating as a volunteer.

This document is effective for the period that I will be participating as a volunteer with OJJ. I understand that this document cannot be modified except in writing by Youth Services. This agreement shall be effective and binding upon my heirs, executors, administrators and assigns.

I have read this document carefully and fully understand and acknowledge my responsibilities and the effect of this liability waiver and all other pertinent provisions.

Name: _____ **Witness' Name:** _____

Signature: _____ **Witness' Signature:** _____

Date: _____

