



HAYS COUNTY JUVENILE CENTER

2250 Clovis Barker Road · San Marcos, Texas 78666
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Memorandum of Understanding

The **Hays County Juvenile Center (HCJC)** and the **San Marcos Police Department (SMPD)** are entering into this collaborative agreement with the purpose of meeting the requirements of Section 115.321 Evidence protocol and forensic medical examinations of the Prison Rape Elimination Act (PREA) 2003.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:


1. **HCJC** shall ensure in allegations of sexual abuse that all usable physical evidence is preserved for administrative and criminal proceeding, but **HCJC** personnel will not collect physical evidence.
2. The parties agree to follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
3. The parties agree the evidence protocol shall be developmentally appropriate for youth and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.
4. The parties shall offer all residents who experience sexual abuse access to forensic medical examinations whether on-site or at an outside facility, without financial cost, where evidentiary or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners designated by **SMPD**. The **HCJC** agrees to document its efforts to provide SAFEs or SANEs.
5. The parties agree to attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the **HCJC** shall make available to provide these services a qualified staff member from a community-based organization or a qualified agency staff member. The **HCJC** agrees to document its efforts to secure services from rape crisis centers. A rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C 14043g(b)(2)(C), to victims of

sexual assault of all ages. The **HCJC** may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.


6. The parties agree that as requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
7. The parties agree to the extent the **HCJC** itself is not responsible for investigating allegations of sexual abuse, the **HCJC** shall request that the **SMPD** follow the requirements of (1) through (6) of this memorandum of understanding.

EXECUTED, as authorized by the action of each entity on the dates shown below.

Hays County Juvenile Center (HCJC)

By: 
Printed Name: Det. Bill Hagan
Date: 3-30-17

San Marcos Police Department (SMPD)

By: 
Printed Name: W. GERN
Date: 3-30-17