

**Memorandum of Understanding
between
Travis County Juvenile Probation Department
and
SafePlace – Travis County Domestic Violence and
Sexual Assault Survival Center**

This Memorandum of Understanding (MOU) is entered into by the Travis County Juvenile Probation Department (TCJPD) and SafePlace – Travis County Domestic Violence and Sexual Assault Survival Center (SafePlace). Each entity is referred to below as a “Party” and the parties are collectively referred to as “Parties.”

This MOU is intended to document a shared understanding of cooperation between the Parties. This MOU is not intended to confer any rights upon either Party and is not a legally binding document as no consideration is contemplated by either Party. Further, this MOU does not supersede any contracts between the Parties; all such contracts between the Parties, existing or subsequent to this MOU, shall remain in full force and effect. To the extent that this MOU conflicts with any existing contract between the Parties, the contract is controlling.

Whereas the Parties share a common goal of encouraging zero tolerance toward all forms of sexual abuse and sexual harassment, as well as preventing, detecting and responding to such conduct; and

Whereas the Parties desire to establish a method of providing victim support services for juveniles and ensure the availability of advocates through the forensic examination process and during subsequent investigatory interviews; and

Whereas the Parties wish to establish a framework for cooperation and collaboration in the interest of addressing the needs of youth who seek healing from sexual abuse and violence;

Now, therefore, the Parties agree as follows:

- I. TCJPD will:
 - a. Make the involvement of SafePlace Crisis Intervention Specialist Advocates by telephone a standard response to a report of sexual assault and/or a request for help from a survivor of sexual assault.
 - b. Provide for logistical needs to facilitate the contact, such as making telephones available to juveniles to make confidential phone calls.
 - c. Respect the nature of privileged communication between the SafePlace Advocates and juveniles, in accordance with all relevant state and federal laws, standards and regulations.
 - d. Facilitate ongoing and follow-up contact between juveniles and SafePlace Advocates without regard to the presence or status of any investigation.

- e. Provide SafePlace Advocates with information on TCJPD's general response to sexual assault and/or abuse allegations.
 - f. Establish and maintain an operating document that outlines procedures for juveniles to call the SafePlace hotline, regardless of when and where any abuse occurred or whether or not it was reported.
 - g. Ensure the following topics related to the SafePlace victim support services program are included in TCJPD's juvenile education program and materials:
 - i. The difference between receiving SafePlace victim support services and a reporting hotline, particularly the availability of emergency care and confidentiality; and
 - ii. The availability of the SafePlace victim support services to juveniles regardless of when and where the abuse occurred and whether or not it was reported.
 - h. Inform juveniles about the SafePlace victim support services program by the following means:
 - i. Juvenile orientation materials;
 - ii. Medical and mental health providers and administrative investigators; and
 - iii. Brochures and signs prominently displayed throughout the TCJPD campus.
 - i. Communicate any questions or concerns to SafePlace regarding the victim support services available to juveniles.
 - j. Ensure the physical location remains confidential.
- II. SafePlace will:
- a. Staff a confidential victim support services hotline seven (7) days a week to provide crisis intervention services to juveniles who experience sexual violence while in the custody of TCJPD.
 - b. Attend training on all relevant TCJPD policies and procedures related to maintaining facility safety and security.
 - c. Attend training on the prevalence and dynamics of sexual abuse while in custody.
 - d. Follow and abide by all TCJPD facility guidelines for safety and security.
 - e. Obtain the juvenile's consent and a release of information before contacting TCJPD or other third parties about any fears or concerns the juvenile may have concerning his or her safety or well-being.
 - f. Use professional discretion and follow TCJPD standards and applicable laws when reporting concerns to TCJPD without the juvenile's consent.
 - g. Terminate a call if the juvenile's need for services is not or is no longer motivated by a desire to heal from sexual violence.
 - h. Provide juveniles with referrals for treatment after release from custody or upon transfer to another facility.
 - i. Communicate any questions or concerns to TCJPD's designated PREA Coordinator.

- j. Abide by all SafePlace policies and protocols in the event of a security breach.
- k. Provide a victim advocate upon request from TCJPD or a juvenile who will receive a forensic medical examination as a result of suffering sexual violence. The victim advocate shall accompany and support the victim during the examination process and investigatory interviews, as well as provide emotional support, crisis intervention, information and referrals.
- l. Provide TCJPD with a copy of PREA-related policies and procedures concerning incident reporting.

This MOU is effective as of the later date indicated by signature below and shall remain in effect until either Party terminates the MOU with a 60-day written notice sent to the other Party at the address noted below.

Signed by:

Chief Juvenile Probation Officer

Date

SafePlace
Executive Director

Date