



PERRY MULTI-COUNTY JUVENILE FACILITY

PERRY – COSHOCTON – DELAWARE – FAIRFIELD – KNOX – LICKING – MORGAN – MUSKINGUM
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Memorandum of Understanding

This memorandum of understanding is executed between the Perry Multi-County Juvenile Facility and the Perry County Sheriff Department.

Understandings, Agreements, Support and Resource Requirements

The Perry Multi-County Juvenile Facility agrees to the following:

- 1) The Director or Designee will perform a thorough and object administrative review of all allegations of sexual abuse and sexual harassment, within three business days, including third party and anonymous reports.
- 2) During an administrative review, allegations of sexual abuse and sexual harassment substantiated by a preponderance of evidence, deemed to have merit and involve criminal behavior shall be referred to the Perry County Sheriff Department for further investigation.
- 3) The Perry Multi-County Juvenile Facility shall make immediate contact with the Perry County Sheriff Department for all allegations of sexual assault. The alleged victim and alleged perpetrator shall be separated with requests that actions not be taken that could destroy evidence, the scene shall be preserved and protected, and the facility will be placed on lock-down status awaiting the investigation by the Perry County Sheriff Department.
- 4) Perry Multi-County Juvenile Facility shall cooperate with and remain informed of the progress of any investigation conducted by the Perry County Sheriff Department. Status reviews will be requested every 30 days until the investigation is concluded.
- 5) To the extent Perry Multi-County Juvenile Facility is responsible for investigating allegations of sexual abuse, the facility shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
- 6) Perry Multi-County Juvenile Facility will provide any available direct and circumstantial evidence, including any physical evidence and any available electronic monitoring data, prior complaints and reports of sexual abuse, and any evidence obtained during the administrative review process.
- 7) If requested by the resident/victim, Perry Multi-County Juvenile Facility will make available a victim advocate to accompany and support the resident/victim through the forensic medical examination and investigatory interviews.
- 8) Perry Multi-County Juvenile Facility shall offer all residents who experience sexual abuse access to forensic medical examinations without financial cost. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs).

- 9) Perry Multi-County Juvenile Facility will respect the nature of the privileged and confidential communication to the Perry County Sheriff Department. The victim advocate, if provided by the facility, shall maintain confidentiality as required by state standards.
- 10) Perry Multi-County Juvenile Facility shall provide all institutional guidelines for safety and security during the examination process.
- 11) Perry Multi-County Juvenile Facility agrees to make available, when possible, administrative staff either in person or via phone to answer any questions of the Genesis Health Care System or Nationwide Children's Hospital staff.
- 12) Perry Multi-County Juvenile Facility is responsible for informing all the appropriate parties. Those parties include, but are not limited to the Perry County Children Services, the youth's parents or guardians, and the committing courts.
- 13) Within 30 days following the conclusion of an investigation, the Perry Multi-County Juvenile Facility shall invite the investigating officer or officers from the Perry County Sheriff Department to participate in a sexual abuse incident review team meeting.
- 14) For at least 90 days following a report of sexual abuse, the Perry Multi-County Juvenile Facility shall monitor the conduct or treatment of residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly to remedy any such retaliation.

The Perry County Sheriff Department agrees to the following:

- 1) Perry County Sheriff Department will follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. Such protocol shall be developmentally appropriate and adapted from or otherwise based upon the most recent edition of the 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,
- 2) The Perry County Sheriff Department shall use investigators that have received special training in sexual abuse investigations involving juvenile victims including Garrity and Miranda warnings, sexual abuse evidence collection in confinement settings, and evidence required to substantiate a case for prosecution referral.
- 3) The investigator shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
- 4) Perry County Sheriff Department shall not terminate an investigation solely because the source of the allegation recants the allegation.
- 5) When the quality of evidence appears to support criminal prosecution, the Perry County Sheriff Department will conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.

- 6) The credibility of the alleged victim, witness, or suspect shall be assessed on an individual basis and shall not be determined by the person's status as a resident or staff.
- 7) The Perry County Sheriff Department shall not require a resident who alleges sexual abuse to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an allegation.
- 8) Perry County Sheriff Department shall communicate any pertinent findings allowed within the rules of confidentiality, to the Director of the Perry Multi-County Juvenile Facility.

This Memorandum of Understanding shall be in effect beginning May 4, 2022 and shall remain in effect until modified or changed by either party. Any modification or changes to the memorandum of understanding by either party must be made and reviewed in a timely manner and will result in a new contract.

The individuals executing this agreement on behalf of each party and organization warrants they are authorized to execute the agreement of behalf of their respective organizations and that each organization shall be bound by the terms and conditions herein. The understanding of all parties is that there are no funds obligated under this agreement.



William R. Barker, Perry County Sheriff

4 MAY 2022

Date



Jay M. Conrad, Director Perry Multi-County Juvenile Facility

5/4/22

Date

