MEMORANDUM OF UNDERSTANDING BETWEEN CALIENTE YOUTH CENTER (CYC) AND LINCOLN COUNTRY SHERIFF'S OFFICE (LCSO)

This Memorandum of Understanding (MOU) is between **CYC** and **LCSO** for the purpose of providing victim advocate services to juveniles in the custody of CYC as mandated by the Prison Rape Elimination Act.

WHEREAS, CYC desires that LCSO provide investigative services that are essential for CYC to comply with the Prison Rape Elimination Act (PREA).

WHEREAS, LCSO represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

Article One: Scope of Services and Term

1.01 LCSO shall provide investigative services to CYC for any allegation of staff sexual misconduct or youth on youth sexual abuse and/or harassment that rises to the level of criminal behavior as defined by PREA.

1.02 LCSO shall provide confidential updates and information regarding the findings of any such allegation so that CYC can address the situation appropriately and effectively.

1.03 LCSO shall follow their internal protocol, policies and procedures when a request for a written report with findings and results of the investigation is requested by CYC's PREA Compliance Manager and Superintendent.

Article Two: Personnel

2.03 All LCSO's investigators shall have such knowledge, experience and training on PREA as needed that will enable them to perform investigative services.

Article Three: Compensation and Payment

3.01 LCSO is the responding law enforcement agency that responds to all call for aid at CYC and therefore agrees to provide investigative services to victims at no cost to the victim or CYC.

Article Four: Confidential Information

4.01 LCSO acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this MOU, be exposed to or acquire information that is confidential to CYC. Any and all information of any form obtained by the LCSO agency or its employees or agents from LCSO in the performance of this MOU shall be deemed to be confidential information of CYC ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by the investigator shall be treated with respect to confidentiality in the same manner as the Confidential Information.

4.02 LCSO agrees to hold Confidential Information in strict confidence, using at least the same degree of care that LCSO agency uses in maintaining the confidentiality of its own confidential information.

Article Five: Publicity

5.01 Contact with citizens, media outlets, or governmental agencies shall be the sole responsibility of CYC. Under no circumstances whatsoever, shall LCSO release any material or information developed or received in the performance of the Services hereunder without the express written permission of CYC, except where required to do so by law.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 6th day of APRIL, 2016.

Caliente Youth Center B E Burgess **Date** 4-6-16

Lincoln County Sheriff's Office [illegible] **Date** 04/07/2016