

Monroe County
Sexual Assault Forensic Examination (SAFE) Commission
Monroe County Service Plan

Local Board/SART Overview

To meet SAFE Commission standards, Monroe County has formalized a coordinated response through the creation of a Sexual Assault Response Team (SART) serving as the local board convened specifically to meet the SAFE Commission's guidelines. Members of this local coordinated response collaboration include:

- Monroe County 911/Dispatch
- Monroe Prosecuting Attorney's Office
- CAMC/GVMC Hospital
- Monroe County Sheriff's Department
- West Virginia State Police
- Child Youth and Advocacy Center
- Monroe County Health Center
- Family Refuge Center
- Monroe County EMS Provider

The SART meets/plans to meet monthly with the intent to:

- ☒ Share information and resources
- ☒ Identify gaps in the service delivery system
- ☒ Increase awareness on issues of sexual assault and stalking in the community
- ☒ Increase victim and community safety
- ☒ Develop professional relationships and an understanding of varying roles and responsibilities of first responders
- ☒ Develop, implement, and review county protocol to meet legislative requirements of the SAFE Commission

ADVOCACY PROTOCOL

OVERVIEW

A victim advocate provides free, confidential and non-judgmental emotional support, information, social service referrals and guidance following a sexual assault. A victim advocate's involvement will begin at the time the victim reports the sexual assault and extend beyond the point when other agencies have terminated their involvement. A victim advocate offers the victim the support needed to understand what is happening and make informed decisions.

Services can only be provided by trained advocates who have received a minimum of 32 hours of specific sexual assault advocacy training that meets the training standards established by the West Virginia Foundation for Rape Information and Services <http://www.fris.org/>.¹

The following seven advocacy services meet core service standards. The following services exist in our county:

- ☒ 24/7 advocacy, support, and accompaniment during the medical forensic exam, law enforcement investigations and court proceedings
 - ☒ Information for victims about reporting/not reporting to law enforcement
 - ☒ Crisis intervention and/or emotional support to victims and their families
 - ☒ Referrals and coordinated services with other agencies
 - ☒ Support for victims through the criminal justice system
 - ☒ Replacement clothing for victims after medical forensic exams, if needed
 - ☒ Protection of victim privacy and confidentiality
- The charge nurse or intake staff at hospital will call the 24/7 hotline to initiate the advocacy protocol. Law enforcement is encouraged to contact the advocate immediately when they first encounter a victim of sexual assault who might need medical attention so the advocate can be at the hospital when the victim arrives.

^{1[1]} In cases of child abuse perpetrated against an adolescent as defined by WV law, the local Child Advocacy Center may also be contacted for support and/or forensic services.

- When the victim advocate is called, they will respond to the hospital within an hour.
- Family Refuge Center 24/7 hotline: 304-645-6334

If the victim goes to the hospital on their own: When a victim presents at the hospital for medical attention or a forensic exam, advocate should be called immediately by the charge nurse or intake staff. If the victim wants to report the assault to law enforcement, they are called to the hospital by the charge nurse so that they can take a statement (advocates encourage law enforcement to wait until the victim has had at least 2 sleep cycles before questioning to allow for the impact of the trauma on the victim's memory). If the victim does not want to report, a non-report kit is completed and sent to Marshall University's Forensic Science Center; law enforcement is not called. If the victim is under the age of 18, law enforcement must be called. A referral to CPS should also be made by law enforcement, the nurse and/or the advocate.

First responders will be informed of this Advocacy Protocol by:

The Monroe County SART team will review the SAFE plan every year during January's meeting (first meeting of the year) and hold an information session during February or March for all first responders in Monroe County. The Prosecuting Attorney's Office will send out a memo to all first responders to invite them to the information session. The Prosecuting Attorney's Office will then follow up the session by sending the plan to all first responding agencies who were unable to send their staff to the information session. In-person conversations with first responders will be held quarterly or as needed to make sure they understand the plan and are sharing it with the rest of their staff. The SART will work with first responders to add the plan to all onboarding procedures. The first responders who need to have access to this plan are the Monroe County 911/Dispatch, Monroe Prosecuting Attorney's Office, CAMC/GVMC Hospital, Monroe County Sheriff's Department, West Virginia State Police, Child Youth and Advocacy Center, Monroe County Health Center, Family Refuge Center, and Monroe County EMS Provider.

Phone number of Rape Crisis Center to Activate Advocacy Protocol:

Family Refuge Center: 24/7 hotline 304-645-6334

MEDICAL FORENSIC PROTOCOL

OVERVIEW

For medical forensic services for adolescent/adult victims, services are provided by a medical facility located outside of our county by:

CAMC/GVMC
1320 Maplewood Avenue
Ronceverte, WV 24970
304-647-4411

Medical forensic exams are provided by: Physicians who are available on-call 24/7 and SANEs who are not available on-call 24/7.

Medical staff at CAMC/GVMC will contact the local Rape Crisis Center's 24-hour hotline (Family Refuge Center – 304-647-6634) and request the presence of the on-call victim advocate.

Adolescents may be transferred to another facility for forensic examination if Greenbrier Valley Medical Center is unable to provide a Pediatric SANE.

First responders will be informed of this Medical Forensic Protocol by:

The Monroe County SART team will review the SAFE plan every year during January's meeting (first meeting of the year) and hold an information session during February or March for all first responders in Monroe County. The Prosecuting Attorney's Office will send out a memo to all first responders to invite them to the information session. The Prosecuting Attorney's Office will then follow up the session by sending the plan to all first responding agencies who were unable to send their staff to the information session. In-person conversations with first responders will be held quarterly or as needed to make sure they understand the plan and are sharing it with the rest of their staff. The SART will work with first responders to add the plan to all onboarding procedures. The first responders who need to have access to this plan are the Monroe County 911/Dispatch, Monroe Prosecuting Attorney's Office, CAMC/GVMC Hospital, Monroe County Sheriff's Department, West Virginia State Police, Child Youth and Advocacy Center, Monroe County Health Center, Family Refuge Center, and Monroe County EMS Provider.

Phone number to Activate Medical Forensic Protocol:

Greenbrier Valley Medical Center Emergency Room

304-647-4411

TRANSPORTATION PROTOCOL

OVERVIEW

This protocol will be activated when a victim of sexual assault requires a medical forensic exam and cannot transport himself/herself to and from a facility that provides that care.

1. IF a sexual assault victim calls 911 needing emergent medical care, EMS and the appropriate law enforcement agency will both respond.

EMS will transport the victim to the appropriate medical facility (CAMC/GVMC) where the victim can receive a medical forensic exam.

2. IF a sexual assault victim does not have emergent medical needs and requests to have a medical forensic exam but has no transportation, the victim may contact 911 and the Monroe County Sheriff's Department will transport the victim to the hospital for a medical forensic exam, regardless of whether or not the victim chooses to report the assault to law enforcement.

IF the victim chooses to initiate a police investigation, the responding law enforcement officer will document and report the incident.

IF the victim chooses NOT to initiate a police investigation, law enforcement will determine the immediate safety and security of the victim and provide contact information should the victim decide to make a report at a later date.

3. Transportation from the exam. IF the victim has no means of transportation to return to their point-of-origin or a safe place, the Monroe County Sheriff's Department will transport the victim back to their point-of-origin or to a safe place at no cost to the victim.

IF the victim has a disability and no means of transportation, the Monroe County Sheriff's Department will transport the victim back to their point of origin or to a safe place at no cost to the victim. If a victim with a disability has a wheelchair that folds, the law enforcement agency, with the help of hospital security, will be able to get the victim in his/her car while folding the wheelchair and storing it in the back.

4. IF a sexual assault victim contacts a Rape Crisis Center (FRC) after a recent assault, the advocate who answers the hotline will inform the victim of the medical forensic exam and law enforcement report/non-report options and the transportation plan options available by calling 911.

First responders will be informed of this Transportation Protocol by:

The Monroe County SART team will review the SAFE plan every year during January's meeting (first meeting of the year) and hold an information session during February or March for all first responders in Monroe County. The Prosecuting Attorney's Office will send out a memo to all first responders to invite them to the information session. The Prosecuting Attorney's Office will then follow up the session by sending the plan to all first responding agencies who were unable to send their staff to the information session. In-person conversations with first responders will be held quarterly or as needed to make sure they understand the plan and are sharing it with the rest of their staff. The SART will work with first responders to add the plan to all onboarding procedures. The first responders who need to have access to this plan are the Monroe County 911/Dispatch, Monroe Prosecuting Attorney's Office, CAMC/GVMC Hospital, Monroe County Sheriff's Department, West Virginia State Police, Child Youth and Advocacy Center, Monroe County Health Center, Family Refuge Center, and Monroe County EMS Provider.

Phone numbers to Activate Transportation Protocol:

Monroe County 911/Dispatch: 911, 304-772-3912 or 304-772-3911

Monroe

SAFE Assessment Meeting Sign-in Sheet

Name	Agency	Title	Date
Sarah Fogus	Family Refuge Center	Advocate	
Crystal Clark	Family Refuge Center	Advocate	
Sgt. M. Menzies	WVSP - Under		9-14-15
Sgt. J.A. Ginn	Monroe Co. Sheriff Dept.		9-14-15
JUSTIN ST. CLAIR	Monroe Co. PA	Prosecutor	9-14-15

**Make more copies if needed*

Your response to the assessment needs to be completed on-line and the sign-in sheet returned to the West Virginia Division of Justice and Community Services (DJCS) no later than July 20, 2015. Please mail your response to:

Sarah J. Brown
West Virginia DJCS
1204 Kanawha Boulevard, East
Charleston, WV 25301

**AGREEMENT FOR THE PROVISION
OF MEDICAL FORENSIC EXAMINATION SERVICES**

THIS AGREEMENT is effective on the date of execution by both parties, and is by and between the Prosecuting Attorney's Office in Monroe County and CAMC Greenbrier Valley Medical Center, Inc. ("Medical Center"), a West Virginia nonprofit corporation, hereinafter collectively called "the Parties."

RECITALS

WHEREAS,

- A. THE PROSECUTING ATTORNEY'S OFFICE IN Monroe County, as designated in section §7-4-1 of West Virginia Code, is an elected public official responsible to attend to the criminal business of West Virginia in said county; and
- B. THE PROSECUTING ATTORNEY'S OFFICE IN Monroe County, as designated in section §15-9B-3 of West Virginia Code is responsible to convene a Sexual Assault Forensic Examination Board (or a sexual assault response team to serve in that capacity) to identify the medical facility(ies) that are appropriate for receipt and treatment of sexual assault victims from said county; and
- C. THE PROSECUTING ATTORNEY'S OFFICE IN Monroe County as designated in section §15-9B-3 of West Virginia Code, is responsible for convening a Sexual Assault Forensic Examination Board that is tasked with creating a written plan and protocol for the county. Prosecuting Attorney's Office represents that the state Sexual Assault Forensic Examination Commission requires that any plan that is dependent upon medical forensic services provided outside of a county include a Letter of Agreement with a medical facility for the provision of medical forensic services;
- D. Medical Center operates a medical facility serving the southwestern West Virginia area; and
- E. The Parties desire to cooperate and work together in promoting medical forensic services on a regional basis to victims of sexual assault who present themselves for medical treatment at Medical Center, in accord with W. Va. Code 15-9B-1, et seq. and commensurate legislative rules.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. **Definition**

"Medical Forensic Services": health care delivered to patients within or under the care of a qualified medical provider who is trained to conduct medical forensic examinations. "Medical forensic services" includes, but is not limited to, taking a medical history, performing photo documentation, performing a physical and anogenital examination, assessing the patient for evidence collection, collecting evidence in accordance with a statewide sexual assault evidence collection program administered by the West Virginia State Police using the Sexual Assault Evidence Collection Kit, if appropriate, assessing the patient for drug-facilitated or alcohol-facilitated sexual offense, and appropriate discharge and follow-up healthcare planning. See 149 W. Va. CSR 11.

2. **Responsibilities.**

As an integral part of providing comprehensive services to sexual assault victims on a regional basis, each of the Parties to this Agreement will have the following responsibilities.

- 2.1 The Prosecuting Attorney's Office agrees to provide Medical Center with a written protocol for serving sexual assault victims from Monroe County that includes information for accessing advocacy and transportation service for sexual assault victims.
- 2.2 Medical Center agrees to provide medical forensic services to sexual assault victims from Monroe County at no direct cost to the victim, but will bill and be compensated by the West Virginia Forensic Medical Examination Fund when appropriate. Additionally, Medical Center will activate Monroe County's advocacy and transportation protocols, attached hereto as Exhibit A..

3. **Term.** This Agreement shall be in effect from the date of its execution continuing until terminated by any party upon ninety (90) days prior written notice.

4. **Notice.** Any written communication or notice pursuant to this Agreement shall be made to the following representative of the respective parties at the following addresses:

Justin St. Clair, Prosecuting Attorney, Monroe County
350 Main Street
Union, WV 24983

CAMC Greenbrier Valley Medical Center, Inc.
Rebecca Harless, MBA, Vice-President
202 Maplewood Avenue
Ronceverte, WV 24970

5. **Assignment.** This Agreement shall not be assigned in whole or in part to any party hereto without the express written consent of both Parties.
6. **Authority.** By signing this Agreement, the signing party represents that they have unconditional authority to enter into this Agreement on behalf of the participating party.
7. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of West Virginia. Any provision of this Agreement that is inconsistent with applicable law, including but not limited to W. Va. Code 15-9B-1, et seq, shall be invalidated in favor of applicable law.
8. **Entire Agreement.** This is the entire Agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, representations and understandings of the parties. No modification of this Agreement shall be binding unless agreed to in writing by the Parties
9. **Acceptance.** The Parties indicate their acceptance of this Agreement by signing below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below

Monroe County
Prosecuting Attorney

CAMC Greenbrier Valley Medical Center, Inc.

Signature

Date:

06/09/20

Date:

9/18/25

EXHIBIT A
COUNTY ADVOCACY AND TRANSPORTATION PROTOCOLS

AGREEMENT FOR THE TRANSPORTATION FOR MEDICAL FORENSIC EXAMINATION SERVICES

THIS AGREEMENT, is effective on the date of execution by both parties, by and between the Prosecuting Attorney's Office in Monroe County, WV, and Monroe County Rescue Squad (Authority having jurisdiction for Emergency Medical Services), hereinafter collectively called 'the Parties.'

WITNESSETH:

WHEREAS,

- (A) The Prosecuting Attorney's Office in Monroe County, as designated in section § 7-4-1 of West Virginia Code, is an elected public official responsible to attend to the criminal business of West Virginia in said county; and
- (B) The Prosecuting Attorney's Office in Monroe County, as designated in section § 15-9B-3 of West Virginia Code is responsible to convene a Sexual Assault Forensic Examination Board (or sexual assault response team to serve in that capacity) to identify the medical facility or facilities that are appropriate for receipt and treatment of sexual assault victims from said county; and
- (C) The Prosecuting Attorney's Office in Monroe County, as designated in section § 15-9B-3 of West Virginia Code is responsible for convening a Sexual Assault Forensic Examination Board that is tasked with creating a written plan and protocol for the county. The state Sexual Assault Forensic Examination Commission requires that any plan that is dependent upon medical forensic services provided outside of a county include a Letter of Agreement with a service provider for the transportation to a medical facility for medical forensic services; and
- (D) The County Commission, as designated in section § 7-15-4 of West Virginia Code is responsible for providing emergency ambulance services to the residents of Monroe County; and
- (E) MCEMS operates an emergency medical service agency providing emergency ambulance services to the residents of Monroe County; and
- (F) The Parties desire to cooperate and work together in promoting medical forensic services on a regional basis to victims of sexual assault by providing transportation services to those who present themselves for medical treatment.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Definition.

- a. "Ambulance" means any privately or publicly-owned vehicle or aircraft which is designed, constructed or modified; equipped or maintained; and operated for the transportation of patients, including, but not limited to, emergency medical services vehicles; rotary and fixed wing air ambulances; gsa kkk-A-1822 federal standard type I, type II and type III vehicles; and specialized multipatient medical transport vehicles operated by an emergency medical services agency.

- b. "Medical Forensic Examination": All victims of sexual assault presenting to the Emergency Department of the Hospital will be seen and evaluated by Emergency Department providers and, if a separate forensic medical examination is warranted, it will be performed upon the consent of the patient or patient's guardian as applicable by a forensic nurse examiner. The forensic medical examination is not a routine physical examination, and this will be clearly explained to the patient or patient's guardian. A forensic medical examination is an examination provided to a possible victim of a violation of the provisions of W. Va. Code 61-8B-1 et seq. by medical personnel qualified to gather evidence of the violation in a manner suitable for use in a court of law, to include: An examination for physical trauma; a determination of penetration or force; a patient interview; and the collection and evaluation of other evidence that is potentially relevant to the determination that a violation of the law has occurred and to the determination of the identity of the assailant per W. Va. Code 61-8B-1(12).
2. Responsibilities. As an integral part of providing comprehensive services to sexual assault victims on a regular basis each of the Parties to this Agreement will have the following responsibilities:
- a. The Prosecuting Attorney's Office agrees to provide MCEMS with a written protocol for serving sexual assault victims from Monroe County that includes information for accessing advocacy, medical forensic, and transportation protocols for sexual assault victims.
 - b. MCEMS agrees to provide transportation to and from a medical facility for medical forensic examination to sexual assault victims from Monroe County at no direct cost to the victim. Additionally, MCEMS will activate Monroe County's advocacy protocol, as needed, requested, and in its sole discretion, to provide additional services to victims.
3. Term. This Agreement shall be in effect from the date of its execution continuing until terminated by any party upon ninety (90) days prior written notice.
4. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representative of the respective Parties at the following address:
- a. Justin StClair, Prosecuting Attorney, Monroe County, West Virginia, PO Box 350, Union, West Virginia 24983
 - b. Steve Roche, STAT EMS, 304-731-5001
 - c. Peterstown Fire & Rescue, Gerald (Boomer) Brown, 304-994-0133
5. Assignment. This Agreement shall not be assigned in whole or in part to any party hereto without the express written consent of both Parties.

6. Authority. By signing this Agreement, the signing party represents that he or she has unconditional authority to enter into this Agreement on behalf of the participating party.
7. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of West Virginia.
8. Entire Agreement. This is the entire Agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, representations, and understandings of the parties. No modification of this Agreement shall be binding unless agreed to in writing by the Parties.
9. Acceptance. The Parties indicate their acceptance of this Agreement by signing below. IN

WITNESS Whereof the Parties have executed this Agreement as the date written below,

Prosecuting Attorney
Monroe County


Justin StClair

Date: 07/09/25

Authority having jurisdiction for
Emergency Medical Services


Responsible Party

Date: 4/09/2025

AGREEMENT FOR THE PROVISION OF MEDICAL FORENSIC EXAMINATION SERVICES

THIS AGREEMENT is effective on the date of execution by both parties, by and between the Prosecuting Attorney's Office in Monroe County and Carilion Giles Community Hospital ("Hospital") located in Pearisburg, Virginia, hereinafter collectively called "the Parties."

WITNESSETH

WHEREAS,

1. THE PROSECUTING ATTORNEY'S OFFICE IN MONROE COUNTY, is an elected public official responsible to attend to the criminal business of West Virginia in said county; and
2. THE PROSECUTING ATTORNEY'S OFFICE IN MONROE COUNTY, is responsible to convene a Sexual Assault Forensic Examination Board (or a sexual assault response team to serve in that capacity) to identify the medical facility(ies) that are appropriate for receipt and treatment of sexual assault victims from said county; and
3. THE PROSECUTING ATTORNEY'S OFFICE IN MONROE COUNTY, is responsible for convening a Sexual Assault Forensic Examination Board that is tasked with creating a written plan and protocol for the county. The state Sexual Assault Forensic Examination Commission requires that any plan that is dependent upon medical forensic services provided outside of a county include a Letter of Agreement with a medical facility for the provision of medical forensic services; and
4. Hospital operates a medical facility serving Virginia and Hospital's extended service area; and
5. The Parties desire to cooperate and work together in promoting medical forensic services on a regional basis to victims of sexual assault who present themselves for medical treatment at Hospital.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Definition

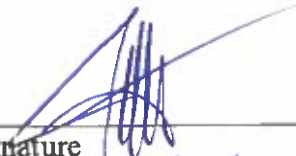
1.1 "Medical Forensic Examination": All victims of sexual assault presenting to the Emergency Department of the Hospital will be seen and evaluated by the Emergency Department physician or other appropriate healthcare provider. To the extent clinically indicated and within the Hospital's reasonable capacity, a forensic medical examination will be offered. The forensic medical examination is not a routine physical examination and this will be clearly explained to the patient. The purpose of the sexual assault forensic medical exam is to assess a victim's health care needs, coordinate treatment of any injuries and collect evidence for potential use during case investigation and prosecution (U.S. Department of Justice, 2004, pp. 30-2).

2. Responsibilities. As an integral part of providing comprehensive services to sexual assault victims on a regional basis, each of the Parties to this Agreement will have the following responsibilities.

- 2.1 The Prosecuting Attorney's Office agrees to provide Hospital with a written protocol for serving sexual assault victims from Monroe County that includes information for accessing advocacy and transportation service for sexual assault victims.
- 2.2 Hospital agrees to provide medical forensic examinations to sexual assault victims from Monroe County at no direct cost to the victim but will bill and be compensated by the West Virginia Forensic Medical Examination Fund when appropriate. Additionally, Hospital will activate Monroe County's advocacy and transportation protocols as needed and requested, and in its sole discretion, to provide additional services to victims.
3. Term. This Agreement shall be in effect from the date of its execution continuing until termination by any party upon ninety (90) days prior written notice.
4. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representative of the respective parties at the following addresses:
- Justin St. Clair, Prosecuting Attorney, Monroe County
55 Green Hill Road, PO Box 740
Union, WV 24983
- Heather D. Smith, System Director, Forensic Nurse Examiner Program
Carilion Giles Community Hospital
159 Hartly Way
Pearisburg, VA 24134
5. Assignment. This Agreement shall not be assigned in whole or in part to any party hereto without the express written consent of both Parties.
6. Authority. By signing this Agreement, the signing party represents that he or she has unconditional authority to enter into this Agreement on behalf of the participating party.
7. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of West Virginia.
8. Entire Agreement. This is the entire Agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, representations, and understandings of the parties. No modification of this Agreement shall be binding unless agreed to in writing by the Parties.
9. Acceptance. The Parties indicate their acceptance of this Agreement by signing below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

Justin St. Clair, Prosecuting Attorney
Monroe County

Signature 
Date: 07/09/25

Heather D. Smith,
System Director,
Forensic Nurse Examiner Program
Carilion Giles Community Hospital
159 Hartly Way
Pearisburg, VA 24134

Signature 
Date: 7/1/2025 _____