

Module 2, Appendix A Sample Memorandum of Understanding

The MOU that follows is based on one that was developed for a county jail. The information can apply to other types of facilities. Other samples can be found here:

www.justdetention.org/en/Advocate-Resources/SART-toolkit.aspx or here:

www.prearesourcecenter.org/library/search?keys=Memorandum&cat=All

MEMORANDUM OF UNDERSTANDING [INSERT DATE]

This Memorandum of Understanding (MOU) is entered into between **[COUNTY JAIL]**, and **[RAPE CRISIS CENTER]**, and is written to facilitate an agreement between the parties for services related to goals and implementation of federal Prison Rape Elimination Act (PREA) mandates.

I. UNDERSTANDING, AGREEMENTS, SUPPORT, AND RESOURCE REQUIREMENTS:

A. **[COUNTY JAIL]** agrees to:

- 1) Make involvement of certified rape crisis advocates a component of the standard response to a report of sexual abuse and/or a request for help from a survivor of sexual abuse or sexual harassment.
- 2) Any time that an incident or allegation of sexual abuse is discovered or reported within 120¹ hours of the incident, **[COUNTY JAIL]** will transport the victim of sexual abuse to **[SEXUAL ASSAULT FORENSIC EXAM SITE]** for a forensic medical exam, and to meet with a rape crisis advocate from the **[RAPE CRISIS CENTER]**.
- 3) If the incident occurred more than 120 hours prior to the report, **[COUNTY JAIL]** will consult with the forensic medical examiner to determine if a forensic exam is medically or evidentiarily indicated. **[COUNTY JAIL]** will ensure that the victim receives a medical evaluation and any needed treatment, a mental health evaluation, and contact information for the **[RAPE CRISIS CENTER]**.
- 4) Facilitate follow-up, whenever possible, between the inmate and a **[RAPE CRISIS CENTER]** advocate by mail or telephone while the victim is detained by **[COUNTY JAIL]**. **[COUNTY JAIL]** will also provide **[RAPE CRISIS CENTER]** contact information to all inmates upon release. This will be done without regard to the presence or status of an investigation.
- 5) Provide inmates with confidential, 24-hour access to the **[RAPE CRISIS CENTER]** hotline, at no cost, through the inmate telephone system.
- 6) Respect the confidential nature of communication between **[RAPE CRISIS CENTER]** advocates and clients detained at **[COUNTY JAIL]**.

¹ Check local and state guidelines for forensic exams. 120 hours is standard in many jurisdictions. As forensic science advances, and depending upon the circumstances of a case, the period in which forensic evidence is available may be longer.

- 7) Ensure that **[RAPE CRISIS CENTER]** advocates are cleared to enter the Jail for meetings and training sessions, or to meet with clients. Provide for other logistical needs, such as a private meeting space for counseling sessions.
- 8) Facilitate the placement of informational placards with instructions on how to access the **[RAPE CRISIS CENTER]** hotline in areas visible to inmates.
- 9) Communicate any questions or concerns to the **[RAPE CRISIS CENTER]** staff.

B. [RAPE CRISIS CENTER] agrees to:

- 1) Respond to requests from **[COUNTY JAIL]** to provide advocacy when inmates are brought to **[RAPE CRISIS CENTER]** for sexual assault forensic exams.
- 2) Respond to calls from **[COUNTY JAIL]** inmates received on the **[RAPE CRISIS CENTER]** hotline.
- 3) Provide follow-up services and crisis intervention contacts to victims of sexual assault at **[COUNTY JAIL]**, as resources allow.
- 4) Work with designated **[COUNTY JAIL]** officials to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
- 5) Maintain confidentiality of communications with clients detained at **[COUNTY JAIL]**.
- 6) Communicate any questions or concerns about this MOU to **[COUNTY JAIL]**.

II. TERM OF MOU:

This MOU shall begin [DATE] and continue until it is terminated by either party.

III. MOU TERMINATION AND MODIFICATION:

This MOU may be terminated, without cause, by either of the parties with no less than 30 calendar days' written notice. This MOU may be terminated by either party, with cause, with two days written notice.

Any modification must be agreed to and signed by both parties and attached to this MOU as a modification.

[COUNTY JAIL] Representative

 Date

[RAPE CRISIS CENTER] Representative

 Date