

## MEMORANDUM OF UNDERSTANDING

October \_\_, 2013

This Memorandum of Understanding (MOU) is entered into between **BARNWELL COUNTY DETENTION CENTER (BCDC)**, and **THE CUMBEE CENTER TO ASSIST ABUSED PERSONS (Cumbee 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. BARNWELL COUNTY DETENTION CENTER (BCDC) 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 violence.
- 2) Any time that an incident or allegation of sexual abuse is discovered or reported within 120 hours of the incident, BCDC will transport the victim of sexual abuse to Barnwell County Hospital for a forensic medical exam, and to meet with a rape crisis advocate from the Cumbee Center.
- 3) If the incident occurred more than 120 hours prior to the report, BCDC will ensure that the victim receives a medical evaluation and any needed treatment; a mental health evaluation; and contact information for the Cumbee Center.
- 4) Facilitate follow-up, whenever possible, between the inmate and a Cumbee Center advocate by mail or telephone while the inmate is detained by BCDC. BCDC will also provide Cumbee Center contact information to all inmates upon release. This should be done without regard to the presence or status of an investigation.
- 5) Provide inmates with confidential, 24-hour access to the Cumbee Center's rape crisis hotline, at no cost, through the inmate telephone system.
- 6) Respect the confidential nature of communication between Cumbee Center advocates and clients detained at BCDC.
- 7) Ensure that Cumbee Center advocates are cleared to enter the Jail for meetings, 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 Cumbee Center's rape crisis hotline in areas visible to inmates.

- 9) Communicate any questions or concerns to the Cumbee Center staff.

**B. THE CUMBEE CENTER TO ASSIST ABUSED PERSONS (Cumbee Center) agrees to:**

- 1) Respond to requests from BCDC to provide advocacy when inmates are brought to Barnwell County Hospital for sexual assault forensic exams.
- 2) Respond to calls from BCDC inmates received on the Cumbee Center's rape crisis hotline.
- 3) Provide follow-up services and crisis intervention contacts to victims of sexual assault at BCDC, as resources allow.
- 4) Work with designated BCDC 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 BCDC.
- 6) Communicate any questions or concerns about the MOU to BCDC.

**II. TERM OF MOU:**

This MOU shall begin October \_\_, 2013 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 thirty calendar days' written notice. The MOU may be terminated by either party, with cause, with two days written notice.

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

\_\_\_\_\_  
**Barnwell County Detention Center Representative**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Cumbee Center Representative**

\_\_\_\_\_  
Date