

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between (Facility Name) and (ADVOCACY SERVICE PROVIDER) and is written to facilitate an agreement between the parties for services related to implementation of the Prison Rape Elimination Act (PREA), specifically PREA Standard 115.353(a) which requires that juvenile justice residential facility residents be provided access to outside victim advocates for emotional support services related to sexual abuse. We agree that this MOU begins when signed by both parties and ends when terminated by either party. (ADVOCACY SERVICE PROVIDER) agrees to provide (Facility Name) with a 60-day notice if unable to continue to provide agreed upon services. We agree that any and all services provided by (ADVOCACY SERVICE PROVIDER) are provided without charge to (Facility Name) residents or to (Facility Name).

### **(Facility Name) agrees to:**

- (1) Provide (Facility Name) residents that were victims of sexual violence telephone access to (ADVOCACY SERVICE PROVIDER), free of charge, to receive emotional support from someone outside of the facility, regardless of when the sexual violence incident(s) occurred.
- (2) Respect the nature of confidential communication between (ADVOCACY SERVICE PROVIDER) and the resident to the extent possible within safety and security protocols established at (Facility Name).
- (3) Ensure that the following information is provided to facility youth:
  - Safety and security protocols require that facility staff always maintain line of sight supervision of youth.
  - (Facility Name) will make a good faith effort to allow youth to converse with the (ADVOCACY SERVICE PROVIDER) counselor/advocate privately however absolute privacy to conduct a telephone conversation with the counselor/advocate cannot be guaranteed if providing that level of privacy might endanger the youth, others, or the facility. Supervising staff will inform youth when staff is able to hear the youth speaking.
  - Facility personnel are mandated reporters. If a new or previously unreported allegation of sexual abuse is made, or personnel suspect abuse or neglect of any type, they must report it to Children's Protective Services.
  - Explain the difference between an outside counseling/advocacy service and an outside reporting option for reporting sexual abuse.

(4) Inform (Facility Name) residents about the outside counseling/advocacy program, including the purpose and acceptable uses of the service, telephone number and/or address, how to access the service, hours when the service telephones are in operation, and the information listed in Section (3) above through any or all of the following means:

- Resident PREA orientation materials;
- Medical and mental health providers, counselors, or investigators; and,
- Brochures or posters placed throughout the facility.

**(ADVOCACY SERVICE PROVIDER) agrees to:**

- (1) Staff a telephone line seven days per week, from the hours of (list hours each day when the telephone line is staffed) to provide emotional support services to residents of (Facility Name) that are survivors of sexual abuse.
- (2) Maintain confidentiality as outlined by your agency standards.
- (3) Terminate a call if a resident's need for services is not, or is no longer, primarily motivated by a desire to heal from sexual violence.
- (4) Communicate any questions or concerns to the (Facility Name) Director.
- (5) Ensure that all (ADVOCACY SERVICE PROVIDER) staff/volunteers working the telephone line have completed background checks including I-Chat, Central Registry, and the state and national sex offender public registries.

Signatures

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