

Memorandum of Understanding

This Memorandum of Understanding is made by and between the **BPRC/WTC, WATCH/CCP West, CCP East and the START Program**, facilities owned by Community, Counseling, and Correctional Services (CCCS Inc.), and **Safe Space**, a community-based organization in the City of Butte.

Whereas, the United States Department of Justice has promulgated national standards for the implementation and enforcement of the Prison Rape Elimination Act of 2003, Public Law 108-79, 117 Stat. 973, *et seq.*, 45 U.S.C. 15601, *et seq.* (PREA); and

Whereas, the PREA national standards are found in the regulations at 28 C.F.R. Part 115; and

Whereas, Subsection (d) of Section 115.221 and Subsection (d) of Section 115.221 of 28 C.F.R. Part 115 requires **BPRC/WTC, WATCH/CCP West, CCP East and the START Program** to attempt to make available to the victim of sexual assault or sexual abuse a victim advocate from a rape crisis center, either in person or by other means; and

Whereas, the Safe Space, as a community-based organization that provides advocacy services to victims of sexual abuse and sexual assault, has agreed to provide crisis intervention and victim advocacy services to residents in the legal and physical custody of CCCS Inc. facilities

It is agreed between the BPRC/WTC, WATCH/CCP West, CCP East, START Program (CCCS Inc. facilities), and Safe Space as follows:

1. 28 C.F.R. Section 115.21 and Section 115.221 requires the above named facilities to establish the following procedure to attempt to make available advocacy services to victims of sexual abuse and sexual assault who are residents in its legal and physical custody:
 - A. Make involvement of certified rape crisis advocates a component of the above named facilities standard response to a report of sexual abuse and / or a request for help from a survivor of sexual assault.
 - B. Any time that an incident or allegation of sexual abuse is discovered or reported within seventy-two (72) hours of the incident, CCCS Inc. facilities will transport the victim of sexual abuse and / or sexual assault to a ST. James medical facility for a forensic medical exam, and to meet with a rape crisis advocate from the Safe Space.
 - C. If the incident occurred more than seventy-two (72) hours prior to the report, CCCS Inc. facilities will ensure that the victim receives a medical evaluation and any needed medical treatment; a mental health evaluation; and contact information for the Safe Space.
 - D. Facilitate follow-up, whenever possible, between the resident victim of sexual abuse and / or sexual assault and a Safe Space advocate by mail or telephone while the resident is residing

in CCCS Inc. facilities. This should be done without regard to the presence or status of an investigation.

- E. Provide residents with confidential, 24-hour access to the Safe Space rape crisis hotline, at no cost, through the center's telephone system.
- F. Respect the confidential nature of communication between Safe Space advocates and clients residing at CCCS Inc. facilities.
- G. Ensure that Safe Space advocates are cleared to enter CCCS Inc. facilities for meetings, training sessions, or to meet with clients. Provide for other logistical needs, such as a private meeting space for counseling sessions. Facilitate the placement of informational placards with instructions on how to access the Safe Space rape crisis hotline in areas visible to residents.
- H. Communicate any questions or concerns to Safe Space staff.

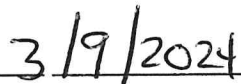
2. Safe Space agrees to:

- A. Respond to requests from CCCS Inc. facilities to provide advocacy when residents are brought to St. James Hospital or a Butte area medical facility for sexual assault forensic exams.
- B. Respond to calls from CCCS Inc. facilities residents received on the Safe Space rape crisis hotline.
- C. Provide follow-up services and crisis intervention contacts to victims of sexual assault at CCCS Inc. facilities, as resources allow.
- D. Work with designated officials of CCCS Inc. facilities to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
- E. Maintain confidentiality of communications with clients residing at CCCS Inc. facilities.
- F. Communicate any questions or concerns to CCCS Inc. facilities' staff.

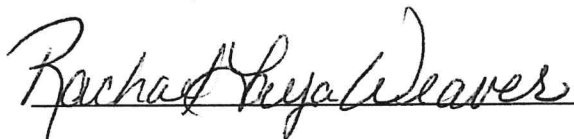
We, names listed below, agree to the terms and conditions of this Memorandum of Understanding (MOU). Any modification to this Memorandum of Understanding (MOU) must be in writing and signed by.



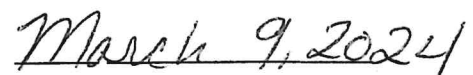
Marwan Saba, PREA Coordinator, CCCS Inc.



Date



Rachael Taya Weaver, Executive Director, Safe Space



Date