

## Memorandum of Understanding

Boyd Andrew Community Services DBA the Elkhorn Treatment Center and the Helena Pre-Release Center and Safe Space enter into this Memorandum of Understanding (MOU). The parties' names, addresses, and telephone numbers are as follows:

Elkhorn Treatment Center 1 Riverside Road PO Box 448 Helena, MT 59632 (406) 447-5300	Helena Pre-Release Center 805 Colleen Street Helena, MT 59601 442-6572 Extension (0)	Safe Space, Inc. 207 Excelsior Ave Butte, MT 59701 (406)-782-9807
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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 ETC 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

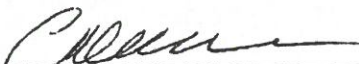
Whereas, Safe Space, as a community-based organization that provides advocacy services to victims of sexual abuse and sexual assault, has agreed to provide crisis intervention and victim advocacy services to residents in the legal and physical custody of ETC.

It is agreed between ETC and Safe Space as follows:

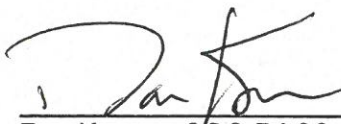
1. 28 C.F.R. Section 115.21 and Section 115.221 requires ETC to establish the following procedure to attempt to make available advocacy services to victims of sexual abuse and sexual assault who are residents in its custody:
  - a. Make involvement of certified rape crisis advocates a component of ETC's 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, ETC will transport the victim of sexual abuse and/or sexual assault to St. James Healthcare for a forensic medical exam, and to meet with a rape crisis advocate from Safe Space.
  - c. If the incident occurred more than seventy-two (72) hours prior to the report, ETC will ensure that the victim receives a medical evaluation and any needed medical treatment; a mental health evaluation, and contact information for Safe Space.
  - d. Facilitate follow-up, whenever possible, between the victim of sexual abuse and/or sexual assault and a Safe Space advocate by mail or telephone while the family member is residing in ETC. 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 program's telephone system.
  - f. Respect the confidential nature of communication between Safe Space advocates and residents residing at ETC.
  - g. Ensure that Safe Space advocates are cleared to enter ETC for meetings, training sessions, or to meet with residents. 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 ETC to provide advocacy when residents are brought to St. James Healthcare for sexual assault forensic exams.
  - b. Respond to calls from ETC residents received on the Safe Space rape crisis hotline.
  - c. Provide follow-up services and crisis intervention contacts to victims of sexual assault at ETC as resources allow.
  - d. Work with designated officials of ETC to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
  - e. Maintain confidentiality of communications with residents residing at ETC.
  - f. Communicate any questions or concerns to ETC.

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

  
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Cathrine Beaunue, Executive Director, Safe Space, Inc.

7-12-18  
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Date

  
\_\_\_\_\_  
Dan Krause, COO BACS

7/12/18  
\_\_\_\_\_  
Date