

MEMORANDUM OF UNDERSTANDING

This *Memorandum of Understanding* is made by, and between Boyd Andrew Community Services which operates the Elkhorn Treatment Center (ETC) in Boulder Montana and the Jefferson County Sheriff's Office (JCSO). ETC serves as legal and physical custodians of state residents and probationers with deferred sentences.

This *Memorandum of Understanding* is a compilation of discussions and decisions between the Elkhorn Treatment Center (ETC) and the Jefferson County Sheriff's Office have made which are addressed further in this document.

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, Subsection (a) of Section 115.22 and Subsection (b) require the Elkhorn Treatment Center (ETC) to ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment as well as create policies and procedures which ensure allegations of sexual abuse and sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation *does* not involve potentially criminal behavior.

Whereas, the Jefferson County Sheriff's Office, as the primary law enforcement responder to the Elkhorn Treatment Center agreed to investigate criminal allegations of sexual abuse and sexual harassment which may occur at ETC.

Whereas, Subsection (b) of Section 115.51 requires that the JCSO provide a means for residents to report sexual abuse and sexual harassment to another entity which is not part of ETC, and is able to receive and immediately forward reports of sexual abuse and sexual harassment to agency officials while providing anonymity to the resident if requested by the resident; and

Whereas, the Jefferson County Sheriff's Office has agreed to receive phone calls from residents from ETC via no charge call from a non-emergent phone number (406) 225-4356, or (406) 225-3441 for the purpose of ETC residents reporting allegations of sexual abuse and sexual harassment to the JCSO Operations Commander, or designee, assuring the anonymity of the resident, if requested by the resident.

Whereas, the Jefferson County Sheriff's Office has agreed to receive written reports of sexual abuse and sexual harassment from ETC residents, whether in physical custody or not, and to immediately forward the reports of sexual abuse and sexual harassment to those designated officials of the JCSO, assuring the anonymity of the resident if requested by the resident.

It is agreed between ETC and JCSO as follows:

1. 28 CFR, Section 115.51 requires that the JCSO establish the following procedures for resident reports of sexual abuse and sexual harassment:
 - a. ETC will provide multiple ways for residents or facility staff for reporting sexual abuse and sexual harassment, retaliation by other residents, and staff neglect or violation of responsibilities that may have contributed to such events.
 - b. ETC shall also provide at least one (1) way for residents to report sexual abuse or sexual harassment to a public or private entity that is not part of the agencies, that is able to receive and immediately forward resident reports of sexual abuse and sexual harassment to the JCSO officials, allowing the resident to remain anonymous upon request.
 - c. ETC staff shall accept any and all reports made verbally, in writing and anonymously and from third parties. ETC shall promptly document any verbal reports.
 - d. ETC shall provide methods for staff to privately report sexual abuse and sexual harassment of residents.
2. The JCSO agrees that it will receive resident phone calls at (406) 225-4075 and written reports of sexual abuse and sexual harassment at the following address:

Jefferson County Sheriff's Office:
110 South Washington Street
Boulder, MT 59632

3. ETC shall have the above address and confidential, toll-free, non-emergent phone number available on PREA posters, resident PREA brochures, the respective ETC resident handbook and this information shall be presented by the respective facility staff during PREA resident educational and orientation groups, and on the governing corporate entity, Boyd Andrew Community Services (BACS) website.


4. When the JCSO receives a report of sexual abuse or sexual harassment from a resident housed within ETC, it (the report) shall be immediately forwarded to the JCSO Sheriff, or designee, for an administrative investigation. If the resident has requested to remain anonymous, the JCSO shall advise ETC that the report is an anonymous report.
5. It is the responsibility of the JCSO to conduct any necessary or appropriate administrative investigation(s) upon receipt of the report from ETC.
6. If, during the course of an administrative investigation, or upon ETC's First Response Incident, there is evidence that a crime may have occurred, the JCSO shall immediately be contacted to conduct a criminal investigation.
7. The respective staff of ETC shall follow First Responder Protocols in terms of evidence and securing the crime scene, until the JCSO investigating personnel are relieved by a designated *lead* investigator. JCSO investigators shall utilize protocols adapted from, or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women Publication, "A National Protocol for Sexual Assault Medical Forensic Examination, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011 when investigating sexual abuse and sexual harassment involving residents from ETC.
8. In the event of a criminal investigation, the Operations Administrators from ETC, or their designees, will commit to full cooperation with an investigation, act as a liaison with the JCSO to stay informed of the process of the investigation for the purpose of victim support and notification, and overall facility safety.

We, the below listed administrators, agree to the terms and conditions of this Memorandum of Understanding (MOU). Any modifications to this MOU must be in writing and signed by the below listed administrators. This MOU may be terminated by mutual consent of both parties, or by either party upon written notice.



Craig Doolittle, Sheriff Jefferson County

6-23-2020
Date



Dan Krause, COO BACS

6/19/20
Date