

1. PARTIES

The Montana Department of Corrections (**DEPARTMENT**) and **Safe Space (CONTRACTOR)** enter into this Memorandum of Understanding (**MOU – Safe Space**). The parties’ names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Safe Space, Inc.
207 Excelsior Ave
Butte, MT 59701
(406)-782-9807

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

It is agreed between the Montana State Prison and Safe Space, Inc. as follows:

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 115.21 and Subsection (d) of Section 115.221 of 28 C.F.R. Part 115 requires Montana State Prison 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, Inc., 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 inmates in the legal and physical custody of the Montana State Prison.

1. 28 C.F.R. Section 115.21 and Section 115.221 requires Montana State Prison to establish the following procedure to attempt to make available advocacy services to victims of sexual abuse and sexual assault who are inmates in its legal and physical custody:

A. Make involvement of certified rape crisis advocates a component of the Montana State Prison’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, the Montana State Prison will transport the victim of sexual abuse and/or sexual assault to Deer Lodge Medical Center for a forensic medical exam, and to meet with a rape crisis advocate from Safe Space, Inc. if the inmate requests the service.

C. If the incident occurred more than seventy-two (72) hours prior to the report, the Montana State Prison will ensure that the victim receives a medical evaluation and any needed medical treatment; a mental health evaluation; and contact information for Safe Space, Inc. for substantiated cases of sexual assault and harassment.

D. Facilitate follow-up, whenever possible, between the victim of sexual abuse and/or sexual assault and a Safe Space, Inc. advocate by mail or telephone while the inmate is in the Montana State Prison. This should be done without regard to the presence or status of an investigation.

E. Provide inmates with confidential, 24-hour access to Safe Space rape crisis hotline, at no cost, through the prison's telephone and mail system.

F. Respect the confidential nature of communication between Safe Space advocates and inmates at Montana state prison.

G. Communicate any questions or concerns to Safe Space staff.

2. Safe Space agrees to:

A. Respond to requests from the Montana State Prison to provide advocacy when inmates are brought to Deer Lodge Medical Center or local area medical facility for sexual assault forensic exams.

B. Respond to calls from Montana State Prison inmates received on the Safe Space rape crisis hotline.

C. Provide follow-up services and crisis intervention contacts to victims of sexual assault at the Montana State Prison, as resources allow.

D. Work with designated officials of the Montana State Prison to obtain security clearance and follow all facility guidelines for safety and security, as necessary.

E. Maintain confidentiality of communications with inmates at the Montana State Prison.

F. Communicate any questions or concerns to the Montana State Prison staff.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on **September 30, 2017** unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

4. LIAISONS AND NOTICE

A. Patrick Sheehan, 500 Conley Lake Road, Deer Lodge, MT 59722, (406)-846-1320 x 2377 or successor serves as DEPARTMENT liaison.

B. Tonya Geraghty, 207 Excelsior Ave, Butte, MT 59701, (406)-782-9807 or successor serves as CONTRACTOR'S liaison.

- C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

5. AMENDMENTS

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

- A. The DEPARTMENT may, by written notice to Safe Space, terminate this Memorandum of Understanding in whole or in part at any time Safe Space fails to perform as required in this Memorandum of Understanding.
- B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. INTEGRATION

This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

SIGNATURE

DEPARTMENT

DocuSigned by:
Michael L Fletcher Warden MSP
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Michael Fletcher, Warden
Montana State Prison

Safe Space

DocuSigned by:
Tonya Geraghty
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Tonya Geraghty
Safe Space, Inc.

8/31/2017

Date

9/6/2017

Date

Approved for Legal Content by:

DocuSigned by:
Coleen Ambrose
FFF888078013447...

Legal Counsel
Department of Corrections

8/24/2017

Date