

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and YWCA Billings (**CONTRACTOR**) enter into this Memorandum of Understanding (**#MOU – YWCA Billings PREA Advocate**). The parties' names, addresses, and telephone numbers are as follows:

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

YWCA Billings

909 Wyoming Ave
Billings, MT 59101
Phone # 406-252-6303

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**

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 regulation at 28 C.F.R. Part 115; and

Whereas, Subsection (d) of Section 115.21 of 28 C.F.R. Part 115 requires MWP 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, Section 115.53 of 28 C.F.R. Part 115 requires MWP to provide access to outside victim advocates for emotional support services related to sexual abuse; and

Whereas, YWCA, 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 MWP.

It is agreed between the Montana Women's Prison and YWCA as follows:

1. 28 C.F.R. Section 115.21 and Section 115.53 requires MWP 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 a physical custody;
 - A. Make involvement of certified rape crisis advocates a component of the MWP's standard response to a report of sexual abuse and/or 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 MWP will transport the victim of sexual abuse and/or sexual assault to a Billings hospital for a forensic medical exam, and to meet with a rape crisis advocate from the YWCA.

- C. If the incident occurred more than seventy-two (72) hours prior to the request, the MWP will ensure that the victim receives a medical evaluation and any needed medical treatment; a mental health evaluation; and contact information for the YWCA.
- D. Facilitate follow-up, whenever possible, between the resident victim of sexual abuse and/or sexual assault and a YWCA advocate by mail or telephone while the inmate is residing in the MWP. This should be done without regard to the presence or status of an investigation.
- E. Respect the confidential nature of communication between YWCA and inmates residing at MWP.
- F. Ensure that YWCA advocates are cleared to enter MWP to meet with inmates. Provide logistical needs, such as private meeting space for counseling sessions.
- G. Communicate any questions or concerns to YWCA staff.

2. YWCA agrees to:

- A. Respond to requests from the MWP to provide advocacy when inmates are brought to a Billings area medical facility for sexual assault forensic exams.
- B. Provide follow-up services and crisis intervention contacts to victims of sexual assault at the MWP, as resources allow.
- C. Work with designated officials of the MWP to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
- E. Maintain confidentiality of communications with inmates residing at the MWP.
- F. Communicate any questions or concerns to MWP.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature, and shall terminate on **October 31, 2018**, 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. Bob Paul, Acting Warden, (406)-247-5121 or successor serves as DEPARTMENT liaison.
- B. Erin Lambert, Programs Director, (406)-252-6303 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 CONTRACTOR, terminate this Memorandum of Understanding in whole or in part at any time CONTRACTOR 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.

9. **COMPLIANCE WITH LAWS**

The parties shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Parties are the employers for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. The Parties will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. The parties shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by the Parties subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Parties agree that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information,


sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

10. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to protect, defend, indemnify, and hold harmless the other parties elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of the other parties employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.


SIGNATURE

DEPARTMENT


Bob Paul, Acting Warden
Montana Women's Prison


10/12/17
Date

CONTRACTOR


Billings YWCA

10/29/17
Date

Approved for Legal Content by:


Legal Counsel
Department of Corrections

10-11-17
Date