1. PARTIES

The Montana Department of Corrections (**DEPARTMENT**) and Voices of Hope (**CONTRACTOR**) enter into this Memorandum of Understanding (**MOU16-Voices of Hope**). The parties' names, addresses, and telephone numbers are as follows:

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

Voices of Hope
515 1st Ave. S.
Great Falls, MT 59401
(406) 268-1330

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

PURPOSE

This memorandum of understanding (MOU) between the MONTANA DEPARTMENT OF CORRECTIONS YOUTH TRANSITION CENTER (DEPARTMENT) and VOICES OF HOPE (CONTRACTOR), is entered into in order to provide advocate services and support to youth victims of sexual abuse, sexual assault, and sexual harassment as required by the *Prison Rape Elimination Act* (PREA).

DEFINITIONS

PREA Coordinator – The Department position responsible for administration and management of the Department-wide PREA program including but not limited to, compliance, policy and procedure development, staff training, offender education, and records and statistical tracking.

Service Providers - This term includes contracted persons, volunteers, interns, temporary employees, or other vendors providing service whose assignment is primarily on Department premises, e.g. facility or program office.

Sexual abuse of a youth by another youth – Sexual acts, sexual contact or any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation, in which the victim does not consent, is coerced by overt or implied threats of violence, or is unable to consent or refuse.

Sexual abuse of a youth by a staff member or service provider – Sexual acts, sexual contact or any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks; any attempt, threat, or request by a staff member or service provider to engage in these activities; any display by a staff member or service provider of his or her uncovered genitalia, buttocks, or breast in the presence of a youth; or voyeurism by a staff member or service provider, when these acts are unrelated to official duties or where the staff member or service provider has the intent to abuse, arouse, or gratify sexual desire.

Sexual Harassment - Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth directed toward

another or repeated verbal comments or gestures of a sexual nature to an youth by a staff member or service provider.

Voyeurism - An invasion of privacy of youth by a staff member or service provider.

Youth – an individual aged 10 through 17 who have been court-ordered to the Department of Corrections for placement.

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

OBJECTIVE
To provide advocate services to youth victims of sexual abuse, sexual assault, and sexual harassment.

Services include:
- access to 24-hour hotline services;
- access to rape crisis center advocates;
- providing crisis intervention services and referrals;
- access to SASA advocates;
- providing acute and long term medical and mental health care; and
- providing emotional support services throughout the process of forensic examination, investigation, and recovery from sexual abuse, sexual assault, and sexual harassment.

This MOU is to be evaluated annually.

Each party agrees to perform the following duties:

DEPARTMENT will:
- Ensure all youth residing at the Youth Transition Center (YTC) receive current and complete PREA information including zero tolerance policies for sexual abuse, sexual assault, and sexual harassment.
- Ensure all youth residing at YTC know how to report incidents or suspicions of sexual abuse, sexual assault, or sexual harassment.
- Provide residents at YTC access to confidential advocate services.
- Post, in an easily accessible area, the telephone number of the crisis line operated by CONTRACTOR.
- Collect, review, and analyze incident-based and aggregate data received from CONTRACTOR.
- Protect the confidentiality of youth victims of sexual abuse, sexual assault, or sexual harassment.
- Allow CONTRACTOR access to private meeting areas when necessary.

CONTRACTOR will:
- Provide a 24 hour crisis hotline, crisis intervention, and referral and support services to victims of sexual abuse, sexual assault, or sexual harassment.
- Provide incident-based and aggregate reports to DEPARTMENT.
- Respond to requests from the DEPARTMENT to provide face to face sexual assault advocacy, suicide prevention, and intervention to youth who disclose sexual abuse, assault, harassment and suicidal indications.
- Provide continued training opportunities for all advocates regarding sexual assault, suicide prevention, intervention response, and forensic exams to ensure the best possible services are provided to the youth.
- Provide a list of contact information for qualified advocates to the DEPARTMENT.
- Provide support and advocacy to a survivor of sexual assault, abuse, or harassment (while maintaining confidentiality) including but not limited to: accompaniment and support through the forensic exam, advocacy during interviews with investigators, prosecutors, and defense attorneys, and emotional

support, information, referrals, and crisis intervention as requested by the youth. Provide trainings when needed for youth residing at the MDOCYTC on resources available through Voices of Hope.

3. COMPENSATION/BILLING/OUTCOMES

The cooperation among the parties as outlined in this MOU shall not be construed as a partnership or any other type of legal entity.

Each party shall accept full and sole responsibility for any expenses it incurs relating to this MOU.

4. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on June 30, 2016, 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.

5. LIAISONS AND NOTICE

A. Ken McGuire, 4212 3rd Avenue South, Great Falls, MT 59405, (406) 452-1792 or successor serves as DEPARTMENT liaison.

B. Jackie Fitzgerald, Program Director, P.O. Box 1788, Great Falls, MT 59403, (406) 268-1330 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.

6. AMENDMENTS

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

7. 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.

8. 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.

9. 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.

10. MEETINGS

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at CONTRACTOR'S option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

11. COMPLETED MEMORANDUM OF UNDERSTANDING

The DEPARTMENT cannot disburse any payments under this Memorandum of Understanding until a fully executed original Memorandum of Understanding is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Cindy McKenzie, Administrator
Youth Services Division

6-22-15
Date

CONTRACTOR

Jackie Fitzgerald, Program Director
Voices of Hope

6-24-15
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

6-18-15
Date