**STATE OF CALIFORNIA**

**California Department of Corrections and Rehabilitation**

**Memorandum of Understanding**

This Memorandum of Understanding is between the California Department of Corrections and Rehabilitation (CDCR), (insert Institution name) and (Insert Contractor name).

The purpose of this MOU is to define the roles and responsibilities of each entity regarding CDCR’s duty to provide Emotional Support Services Related to Sexual Abuse, and Victim Advocate Services. The intent of this MOU is to provide inmates in (insert Institution name) (hereafter referred to as “Institution”) with Emotional Support Services Related to Sexual Abuse in accordance with the Prison Rape Elimination Act (PREA) Federal Standard 115.53(a), and to provide Victim Advocate Services in accordance with PREA Federal Standards 115.21(d) and 115.21(e) for violations listed in California Penal Code (PC) Sections 264.2, 679.04 and CDCR Departmental Operations Manual (DOM) Section 54040.8.2. It is the understanding among all parties that no funds shall be exchanged nor obligated for provided services. All costs shall be borne onto the party incurring expenditures.

**Section I**

The Institution agrees to:

1. Work with Contractor so that inmate victims are provided with access to outside Victim Advocates for Emotional Support Services Related to Sexual Abuse for violations of the crimes listed in PC Sections 264.2 and 679.04. This will be accomplished by providing contact information (address and telephone number as provided in Exhibit A-1) for the Rape Crisis Center to the inmate population via departmentally approved written materials.
2. Provide Contractor with CDCR volunteer training including PREA volunteer training; and provide other training, orientation and information when possible such as facility tours and specialized meetings to familiarize Contractor with institution operations and/or policies related to PREA.
3. Complete all necessary security clearance processes for the Contractor Personnel.
4. Allow entry of Contractor Personnel who (1) have passed all required security clearances and (2) for whom Contractor maintains proof of having met the requirements for Sexual Assault Counselor, as Victim Advocates into the Institution and the hospital site for the forensic medical examination and investigative interview(s).
5. Contact Contractor to request a Victim Advocate to accompany and support the incarcerated victim through the forensic medical examination process and investigative interview(s).
6. Respect the nature of privileged communication between the Victim Advocate from the rape crisis center and the inmate pursuant to CALIFORNIA EVIDENCE CODE § 1035.4 and 1035.8, whenever possible during the forensic medical examination process; and treat written correspondence between Contractor personnel and an inmate in an envelope marked “Evidence Code 1035.4 Confidential/Privileged Communication” as confidential written correspondence.
7. Permit follow-up and on-going Emotional Support Services Related to Sexual Abuse as requested by the incarcerated victim and Contractor Personnel without regard to the status of an investigation through the following methods:
   1. toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to (name of rape crisis center)’s hotline number.
   2. confidential written correspondence between a Sexual Assault Counselor and an inmate victim pursuant to CALIFORNIA EVIDENCE CODE § 1035.4 – outside of envelope must state “Evidence. Code 1035.4 Confidential/Privileged Communication;”
   3. in-person crisis counseling sessions between incarcerated victims and Contractor personnel utilizing meetings prearranged by the PREA Compliance Manager (PCM) or designee ;
   4. telephone calls to Contractor Victim Advocates via chaplain, counselor, psychologist, or Investigative Services Unit (ISU) staff as resources and scheduling allow.
8. Include Contractor address and hotline number on PREA inmate education materials (see Exhibit A-1).
9. Communicate any questions or concerns to Contractor Director of Intervention and Prevention and Support Services or designee by telephone or email as needed.
10. Meet with Contractor within 90 days prior to the expiration of this MOU to discuss continuing services under a new MOU.

**Section II**

Contractor agrees to:

1. Work with Institution staff so that inmate victims are provided with access to outside Victim Advocates for Emotional Support Services Related to Sexual Abuse.
2. Provide required information and documentation so institution staff can process designated Contractor Victim Advocates for security clearance.
3. Encourage the Contractor Personnel to attend CDCR volunteer training including PREA volunteer training; and other training, orientation and information when possible such as facility tours and specialized meetings to become familiar with institution operations and/or policies related to PREA.
4. Follow all Institution policies and procedures for safety and security.
5. Maintain documentation for each Victim Advocate of that individual’s qualifications for Sexual Assault Counselor in CALIFORNIA EVIDENCE CODE § 1035.2.
6. Respond to requests from Institution staff to provide a Victim Advocate for hospital accompaniment for incarcerated victims during the forensic medical examination process and investigative interview(s).
7. Maintain confidentiality as required by state and federal laws for sexual assault counselors pursuant to CALIFORNIA EVIDENCE CODE § 1035.8.
8. Provide Emotional Support Services Related to Sexual Abuse in response to requests from incarcerated victims through one or more of the following methods:
   1. toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to (name of rape crisis center)’s hotline number.
   2. confidential written correspondence to and from Victim Advocates pursuant to CALIFORNIA EVIDENCE CODE § 1035.4 – outside of envelope must state “Evidence Code 1035.4 Confidential/Privileged Communication;”
   3. in-person crisis counseling sessions between incarcerated victims and Contractor Personnel utilizing meetings prearranged by the PCM or designee ;
   4. telephone calls to Contractor personnel via chaplain, counselor, psychologist, or ISU staff as resources and scheduling allow.
9. Inform Institution Chief of Mental Health Services or designee via the watch commander, of any emergency mental health needs of the incarcerated victim, with proper consent or as required by reporting laws, and without disclosing anything beyond immediate concern.
10. Provide training on trauma-informed responses to sexual abuse and sexual harassment for Institution staff, upon request.
11. Communicate any questions or concerns to the PCM or designee by telephone or email as needed.
12. Meet with Institution staff within 90 days prior to the expiration of this MOU to discuss continuing services under a new MOU.

**Section III**

For the purposes of this document:

Emotional Support Services Related to Sexual Abuse are defined to include:

1. toll-free, non-recorded, non-monitored calls utilizing the inmate telephone system to (name of rape crisis center)’s hotline number.
2. confidential written correspondence with Contractor Personnel;
3. in-person crisis counseling sessions between incarcerated victims and Contractor Personnel utilizing meetings prearranged by the PCM or designee ;
4. telephone calls to Contractor Personnel via chaplain, counselor, psychologist, or ISU staff as resources and scheduling allow.

Victim Advocate Services are defined to include emotional support, crisis intervention, information, and referrals to incarcerated victims of sexual abuse including but not limited to during the forensic medical examination process and investigative interview(s).

Contractor Personnel and Victim Advocate have the same meaning: staff members or volunteers of Contractor who meet the qualifications for Sexual Assault Counselor as defined in CALIFORNIA EVIDENCE CODE § 1035.2.

Contractor Personnel are to provide notification during the background clearance process and/or via a memorandum when they become aware of any relative, or person with whom they have or have had either a personal or business relationship housed in any CDCR Institution. This information will be evaluated on a case by case basis and a determination regarding access to the institution will be made by the Hiring Authority.

**Section IV**

This MOU shall remain in force for (insert number of years) years from date of approval and can be amended as needed by agreement between Contractor and the Institution’s PCM as approved by CDCR headquarters. This MOU can be terminated with thirty (30) days’ notice by written notification of one entity or another.

Changes recommended will be effective by the signing of a new MOU.

**Section V**

The individuals executing this agreement on behalf of each party warrants that he or she is authorized to execute the agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.