

MEMORANDUM OF UNDERSTANDING BETWEEN JOHN R. HAY HOUSE INC. AND EAST SEXUAL ASSAULT CENTER OF EAST TN A PROGRAM OF THE HELEN ROSS McNABB CENTER

This Memorandum of Understanding (MOU), entered between John R. Hay House Inc. and Sexual Assault Center of East TN, a program of the Helen Ross McNabb Center and is written to facilitate an agreement between the parties for services related to goals and implementation of the Prison Rape Elimination Act (PREA) mandates.

I. UNDERSTANDING, AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:

A. JOHN R. HAY HOUSE INC. (HHSE) AGREES TO:

- 1.) Make involvement of certified rape crisis advocates a component of the standard response to a report of sexual abuse and/or a request for help from a survivor of sexual violence.
- 2.) Any time an incident or allegation of sexual abuse is discovered or reported within 120 hours of the incident; HHSE will contact the on-call representative of the sexual Assault Center of East TN for a forensic medical exam, and will meet with the rape crisis advocate at the treating hospital.
- 3.) If the incident occurred more than 120 hours prior to the report, HHSE will ensure that the victim receives a medical evaluation and any needed treatment; a mental health evaluation; and contact information for the Sexual Assault Center of East Tennessee.
- 4.) Facilitate follow-up, whenever possible, between the offender and a Sexual Assault Center of East Tennessee advocate by mail or telephone while the offender is residing by HHSE. HHSE will also provide Sexual Assault Center of East Tennessee contact information to all offenders upon release. This shall be done without regard to the presence or status of an investigation.
- 5.) Provide offenders with confidential 24-hour access to the Sexual Assault Center of East Tennessee rape crisis hotline, at no cost, through the offender telephone and e-mail system.
- 6.) Respect the confidential nature of communication between Sexual Assault Center of East Tennessee advocates and clients residing at HHSE.
- 7.) Ensure that Sexual Assault Center of East Tennessee advocates are cleared to enter the facility for meetings, training sessions, or to meet the clients. Provide for other logistical needs, such as a private and confidential meeting space for counseling sessions and exams.
- 8.) Facilitate the placement of informational placards with instructions on how to access the Sexual Assault Center of East Tennessee rape crisis hotline in areas visible to offenders.
- 9.) Communicate any questions to the Sexual Assault Center of East Tennessee staff.

B. SEXUAL ASSAULT CENTER OF EAST TENNESSEE agrees to:

- 1.) Provide a list of persons authorized to be as the point of contact to implement this Agreement and develop additional operational details. The list should include names, titles, telephone numbers, email addresses and updates as necessary.
- 2.) Provide immediate advocacy, support, and crisis intervention to HHSE offender survivors of sexual assault via the Sexual Assault Center of East Tennessee crisis line.
- 3.) Maintain available twenty-four (24) hour a day/seven (7) days a week crisis counseling through the Sexual Assault Center of East Tennessee crisis line.
- 4.) Respond in person to HHSE or the treating hospital, whenever possible, to provide additional advocacy, emotional support, hospital accompaniment, and information and referrals to HHSE survivors of sexual assault.
- 5.) Provide a mailing address and crisis telephone number to disseminate to the offender population so that offenders may contact the Sexual Assault Center of East Tennessee for support or advocacy services related to a sexual abuse incident.
- 6.) Inform offenders contacting the Sexual Assault Center of East Tennessee for services that mental health services related to prior sexual abuse victimization are available through the mental health staff at HHSE.
- 7.) Respond to all calls from HHSE offenders as well as third party calls, in regards to offenders housed at one of the Residential facilities of HHSE. The Sexual Assault Center of East Tennessee shall provide callers with information regarding reporting options and safety while housed at HHSE.
- 8.) The Sexual Assault Center of East Tennessee will notify the designated PREA Coordinator or the Director at the HHSE regarding all third-party calls received on the hotline with regards to sexual abuse and/or sexual harassment.
- 9.) When available, provide follow-up services, counseling services and crisis intervention at HHSE to the victims of sexual assault.
- 10.) The Sexual Assault Center of East Tennessee may terminate counseling and/or advocacy services if the victim is using the crisis and support line or in person contact in a way that is not part of the therapeutic process.
- 11.) Work with designated HHSE officials to obtain security clearance and follow all HHSE policies regarding safety and security, as necessary.
- 12.) As needed, provide orientation and training to the SART response team and designated health care staff regarding the offender services the Sexual Assault Center of East Tennessee will be providing.
- 13.) Maintain confidentiality of communications with clients residing within the John R. Hay House Inc. Residential Facilities.

- 14.) Provide offenders that received counseling from the Sexual Assault Center of East Tennessee with post-released services or referrals as needed and requested by offenders.
- 15.) Communicate any questions or concerns about the MOU to HHSE representatives.

II. TERM OF MOU

This MOU shall begin on 1/16/18 and shall be reviewed annually. This MOU will continue until it is terminated by either party.


III. MOU TERMINATION AND MODIFICATION:

This MOU may be terminated, without cause, by either of the parties with no less than thirty calendar days' written notice. The MOU may be terminated by either party, with cause, with two days written notice. Otherwise, any modification must be agreed to and signed by both parties and attached to this MOU as a modification.



President & CEO
Helen Ross McNabb Center

2/11/18
Date



Director (HHSE)

1/16/18
Date