

State of New Mexico
CHILDREN, YOUTH and FAMILIES DEPARTMENT

MICHELLE LUJAN GRISHAM
GOVERNOR

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BRIAN BLALOCK
SECRETARY

This memorandum of understanding is entered into between the Children, Youth & Families Department – Juvenile Justice Services, hereafter referred to as “CYFD-JJS” and Alternatives to Violence Project of Northern New Mexico, hereafter referred to as “AVP-NNM” on this 1st day of March in the year 2019. The purpose of this MOU is to assure a unified effort between the entities involved to provide CYFD-JJS incarcerated clients, hereafter referred to as “clients,” who are survivors of sexual assault with confidential emotional support, crisis intervention, information, and referrals related to sexual violence as required by PREA (Prison Rape Elimination Act) standard 28 C.F.R. §§ 115.321-115.353.

I. CYFD-JJS agrees to:

- 1) Make involvement of rape crisis advocates a component of the standard response to a report of sexual assault and/or a request for help from a client survivor of sexual assault.
- 2) Provide all clients with the mailing addresses and telephone numbers, including toll-free hotlines where available, of the local, state and national victim advocacy/rape crisis organizations. The CYFD-JJS facility will enable reasonable communication between survivors and these organizations and agencies, with confidentiality to the greatest extent possible. Hot line calls may not be made as collect calls.
- 3) Provide for logistical needs, such as a private meeting space for advocacy meetings and security clearance for designated advocates of AVP-NNM.

- 4) Respect the nature of privileged communication between a rape crisis advocate and a client, and maintain confidentiality in accordance with CYFD-JJS and AVP-NNM policies.
- 5) Provide rape crisis advocates with information on the CYFD-JJS procedures for responding to sexual assault allegations.
- 6) Ensure information is provided to clients regarding the sexual assault services available to them through educational classes or videos, brochures and posters made available throughout the institution, via mental health professionals and/or via institutional investigators.
- 7) Ensure that information provided to clients addresses: the difference between a confidential hotline and a reporting line; the availability of emergency care; the confidentiality of services offered; and that services are available regardless of where the abuse occurred and whether or not the abuse was reported.
- 8) Inform clients, prior to giving them access, of the extent to which communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
- 9) Facilitate follow-up and on-going contact between the client and rape crisis advocate, without regard to the presence or status of an investigation.
- 10) Provide appropriate security measures and correctional facility personnel to ensure the AVP-NNM advocates' safety and security, including upon request of the advocate.
- 11) Make public the reporting information, to ensure that individuals other than clients can report sexual abuse on behalf of clients.
- 12) Participate in cross-training with AVP-NNM.

13) Communicate any questions or concerns to the AVP-NNM, Executive Director and/or PREA Advocate.

II. AVP-NNM agrees to:

1) Provide access to an advocate via phone, mail, or e-mail to victims of sexual violence who are clients at the CYFD-JJS facility in Eagle Nest.

- Eagle Nest Reintegration Center

2) Provide in-person advocacy when resources and staff availability permit.

3) Work with designated CYFD-JJS officials to obtain security clearance and follow all institutional and rape crisis center policies for safety and security.

4) Maintain confidentiality and ensure that clients are aware of their right to make an anonymous report.

5) Obtain client's consent and a written release of information prior to contacting CYFD-JJS and/or other parties regarding concerns a client has about her/his safety. Use professional discretion and follow AVP-NNM policies and applicable laws when reporting concerns to CYFD-JJS without the client's consent, in the event that:

- The client threatens suicide or to commit other harm to self;
- The client threatens to harm another person;
- Information the client shares with the AVP-NNM advocate relates to abuse or neglect of a child or vulnerable adult;
- The client threatens the security of the correctional facility or to escape.

If confidential information must be disclosed, AVP-NNM and CYFD-JJS staff will not share any information beyond what is necessary to address the immediate safety concern or to otherwise comply with applicable law.

6) In cases in which there is a legal obligation to report allegations of sexual abuse and the AVP-NNM Advocate knows the identity of the reporting inmate, the AVP-NNM Advocate may reveal the identity of the client to an external agency if required by law.

7) Provide clients with AVP-NNM contact information for follow up services post-incarceration.

8) Terminate calls and/or other forms of contact if the client's need for services is not, or is no longer, primarily motivated by the desire to heal from sexual violence.

9) Participate in cross-training with CYFD-JJS.

10) Provide CYFD-JJS with RCC policies and protocols.

11) Communicate any questions or concerns to CYFD-JJS.

III. Termination of MOU


This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. The parties agree to first meet and negotiate in good faith to attempt to resolve any issues or disagreements before giving written notice of termination.

IV. Period of the MOU

This MOU becomes effective upon the signing of all parties. The MOU remains in effect unless terminated by either party pursuant to Section III above.

V. Amendment of the MOU


This MOU shall not be altered, changed, or amended except by a written instrument signed by all parties.



Tamera Marcantel,
Deputy Director Juvenile Justice Facilities
Children, Youth & Families Department

3/6/19

DATE



Lee Phillips, Executive Director
Alternatives to Violence Project –
Northern New Mexico

2-27-19

DATE