

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the Pitkin County Jail (PCJ) and the Aspen Counseling Center regarding the provision of mental health services for inmates who have been sexually abused at the Pitkin County Jail.

This document establishes guidelines for mental health services for inmate sexual assault survivors based on the Prison Rape Elimination Act of 2003 and the Department of Justice's Standard to Prevent Detect and Respond to Prison Rape (§ 115.82 *Access to emergency medical and mental health services* and § 115.83 *Ongoing medical and mental health care for sexual abuse victims and abusers*), which require documentation of an agreement mental health practitioners to provide inmate victims with emergency crisis intervention and ongoing mental health evaluation and treatment, at no cost to the victim.

I. UNDERSTANDING, AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:

A. The Pitkin County Jail agrees to:

1. Follow Pitkin County Jail policies and procedures regarding mental health care for inmate survivors of sexual assault, including applicable PREA standards.
2. Notify Aspen Counseling Center regarding an allegation of sexual abuse and ensure the inmate victim receives timely mental health care.
3. Ensure that the Aspen Counseling Center provides emergency crisis intervention and ongoing mental health evaluation and treatment to all inmates who have been sexually abused at the Pitkin County Jail.
4. Coordinate with Aspen Counseling Center to ensure that inmate victims are not charged for mental health services related to sexual victimization in custody.

B. Aspen Counseling Center agrees to:

1. Conduct a Diagnostic Evaluation or Crisis Assessment, as deemed appropriate by the mental health clinician, within 12 hours of receiving an allegation or within 12 hours of the victim's return from the medical forensic exam to determine the victim's mental health needs.
2. Provide mental health treatment to an inmate victim at no cost to him or her and regardless of whether the victim names the abuser or cooperates with the investigation.

3. Collaborate with community service providers to arrange for ongoing mental health services for the victim, including rape crisis counseling, if requested.
4. Attempt to conduct a mental health evaluation of all known inmate perpetrators of sexual violence within 60 days of learning of such abuse history and offer treatment and/or referrals for treatment, when appropriate.
5. Provide mental health care and treatment to inmate victims, as needed, including follow-up services, treatment plans, and when necessary, referrals for continued care following an inmate's transfer to other facilities or release from custody.
6. Provide mental health care victim related to the sexual assault at no cost and regardless of whether the victim names the abuser or cooperates with the investigation. Coordinate with Pitkin County Jail to ensure payment for services.
7. Ensure victims receive mental health care consistent with the community level of care.

II. TERM OF MOU:

This MOU shall begin September 26, 2013 and shall expire September 26, 2016.

III. RENEWAL OF MOU:

This MOU may be renewed with the agreement of all parties named herein upon the same terms and conditions.

IV. MOU TERMINATION:

This MOU may be terminated by any of the parties upon no less than thirty (30) calendar days' written notice, without cause.

V. SIGNATURES:

The signatures below attest to this mutual agreement:

 Don Bird
 Jail Administrator
 Pitkin County Jail

 Date

Andrea Pazdera, Ph.D., LMFT, CFLE
Program Director
Aspen Counseling Center

Date