

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEXUAL ASSAULT RESPONSE TEAM

AND

EFFINGHAM COUNTY CORRECTIONAL INSTITUTE

THIS MEMORANDUM OF UNDERSTANDING ("MOU" OR AGREEMENT") is entered into by and between SEXUAL ASSAULT RESPONSE TEAM located at 5667 Drusilla Lane, Waycross, GA 31501 and Effingham County Correctional Institute located at 321 Hwy 119 S., Springfield, GA 31329 for the provision of services to Effingham County Correctional Institute (Facility).

WHEREAS, agency wishes to provide victim forensic examination services to facility inmates and Effingham County Correctional Institute desires the Sexual Assault Response Team to provide such services in accordance with the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

1) FACILITY RESPONSIBILITIES

- a) Notify the Agency of an impending inmate for forensic examination and alert the agency staff of the inmate's name, give a brief description of the alleged complaint, and the requested services.
- b) Provide the Agency a room for the forensic examinations and sexual assault examination.
- c) Provide security and inmate supervision while the agency is on-site (if inmate shows security issues then the facility will transport inmate to a more secured facility).
- d) Respect the nature of privileged communication between certified crisis counselors and the inmates.
- e) Inform inmates, prior to giving them access to agency services, of the extent to which communications will be monitored, the extent to which reports of abuse will be forwarded from the agency to the facility, and the availability of anonymous reporting.
- f) Contact agency each time there is an allegation of sexual assault involving a facility inmate.
- g) Communicate any questions or concerns to agency staff.
- h) Facilitate the placement of informational placards in areas of the facility visible to inmates.
- i) Facility agrees to pay for services rendered, and GDC will reimburse the county.

2) AGENCY RESPONSIBILITIES

- a) Respond to requests from facility to provide SART accompaniment for facility inmates.
- b) Respond to requests from facility to provide Sexual Assault Nurse Examiner (SANE) for the collection of forensic evidence and recommendation for prophylaxis treatment is necessary.

Maintain confidentiality as required by state standards for certified crisis counselors and agency policies and procedures.

c) Communicate any questions or concerns to the facility PREA Coordinator.

3) TERMS AND COMPENSATION

This MOU is effective as of March 10, 2021 and may be terminated upon thirty (30) days written notice by either party.

The parties understand and agree that no funds are obligated pursuant to this MOU.

4) NOTICE

All notices shall be given in writing to the persons listed below. All notices shall reference this agreement and be delivered by registered or certified mail, return receipt requested, or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice is delivered. The delivery date shall be the effective date of such notice.

Agency:

Sexual Assault Response Team
Terry Anderson/Scott Anderson/Rick Tatum
5667 Drusilla Lane
Waycross, GA 31501
Office 912-283-0987

Facility:

Effingham County Correctional Institute
Victor Walker, Warden
Janet M. Robere, PREA Coordinator, Senior Counselor
321 Hwy 119 S.
Springfield, GA 31329
Office 912-754-2108 x7007

5) AMENDMENTS

This agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the agreement will be valid unless in writing and signed by the party charges.

6) CONFIDENTIALITY

Any information given to or developed by a party in performance of this agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

7) AUTHORIZATION

The individuals executing this agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement.

BY: Wesley M. Corbitt
WESLEY CORBITT, CHAIRMAN - ECBOC

DATE: 04/20/2021

BY: Terry Anderson
TERRY ANDERSON

DATE: 3/10/21

BY: Victor Walker
VICTOR WALKER, WARDEN

DATE: 4/29/2021

BY: Janet M. Robere
JANET M. ROBERE, PREA COORDINATOR

DATE: 6/29/21