

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Dallas County on behalf of the Dallas County Sheriff's Office (DCSD), Detention Services Division (DCSD), Parkland Health and Hospital System Violence Intervention Program/Rape Crisis Program (VIP), and Just Detention International (JDI). This document establishes guidelines for the Dallas County Inmate Sexual Assault Response Program.

I. UNDERSTANDING, AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:

A. Dallas County Sheriff's Department agrees to:

- 1) Any time that an incident or allegation of sexual assault is discovered or reported within 120 hours of the incident, DCSD will transport the victim of sexual assault to Parkland Hospital for a sexual assault forensic exam and to meet with a sexual assault advocate.
- 2) If the incident occurred more than 120 hours prior to the report, DCSD will ensure that the victim receives a medical evaluation and any needed treatment; a mental health evaluation; and contact information for VIP's services.
- 3) Contact VIP during clinic hours with any questions or for consultation about a specific, non-acute case.
- 4) Respect the nature of privileged communication between the VIP advocate and client.
- 5) Facilitate follow-up, whenever possible, between the inmate and VIP advocate, including after the inmate is released, or by mail or telephone as resources allow.
- 6) Ensure that VIP advocates and staff are cleared to enter the jail for meetings, training sessions, or other program activities.
- 7) Provide cross training for VIP and JDI staff.
- 8) Communicate any questions or concerns to VIP and JDI staff.
- 9) Facilitate the placement of informational placards in areas visible to inmates.

B. Parkland Health and Hospital System Violence Intervention Program/Rape Crisis Program agrees to:

- 1) Respond to requests from DCSD to provide advocacy when inmates are brought to Parkland for sexual assault forensic exams.

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- 2) Provide follow-up services and crisis intervention contacts to victims of sexual assault at the Dallas County Jail, as resources allow.
- 3) Work with designated DCSD officials to obtain security clearance and follow all department and hospital guidelines for safety and security, as necessary.
- 4) Maintain confidentiality as required by state standards for certified crisis counselors and Parkland policies and procedures.
- 5) Provide cross training for DCSD and JDI staff.
- 6) Communicate any questions or concerns about the MOU to DCSD and JDI staff.

C. Just Detention International agrees to:

- 1) Assist DCSD in complying with the provisions of the Prison Rape Elimination Act by providing information and feedback and by helping to build staff expertise and formal relationships with community partners.
- 2) Provide training and support to VIP in serving incarcerated victims of sexual assault.
- 3) Follow all DCSD guidelines for safety and security.
- 4) Provide cross training for DCSD and VIP staff members.
- 5) Provide administrative and other support to DCSD and VIP regarding the project.
- 6) Produce a template for informational placards to be placed in DCSD facilities.

II. TERM OF MOU:

This MOU shall begin July 1, 2012 and shall expire June 30, 2014.

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:

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

V. INDEMNIFICATION:

Dallas County, Parkland Health and Hospital System, and JDI, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this MOU, without waiving any governmental immunity available to Hospital District or County under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VI. SOVEREIGN IMMUNITY:

This agreement is expressly made subject to Hospital District's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal Laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Hospital District or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

VII. COMPLIANCE OF LAWS AND VENUE:

In providing services required by this Agreement, each party must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

VIII. SEVERABILITY:

In the event that any provision of this MOU violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this MOU, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this MOU

IX. AUTHORIZATION FOR SIGNATURE:

The individuals executing this agreement on behalf of each party warrants that he/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.

X AGENCY / INDEPENDENT CONTRACTOR

Except as otherwise stated in this Agreement, each party, including its agent, servant, joint enterprise, or employee(s), is an independent contractor and not an agent, servant, joint enterprise or employee of the other parties, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Memorandum of Understanding.

DALLAS COUNTY

Parkland Health and Hospital System

Signature: _____
Date: _____
Clay Lewis Jenkins
County Judge, Dallas County

Signature: _____
Date: _____
Name: _____
Title: _____

**Dallas County Sheriff's Office
Detention Services Division**

Just Detention International

Signature: _____
Date: _____
Lupe Valdez
Dallas County Sheriff

Signature: _____
Date: _____
Linda McFarlane
Deputy Executive Director

APPROVED AS TO FORM:*
CRAIG WATKINS
DALLAS COUNTY DISTRICT ATTORNEY

By: _____
Melanie Barton
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).