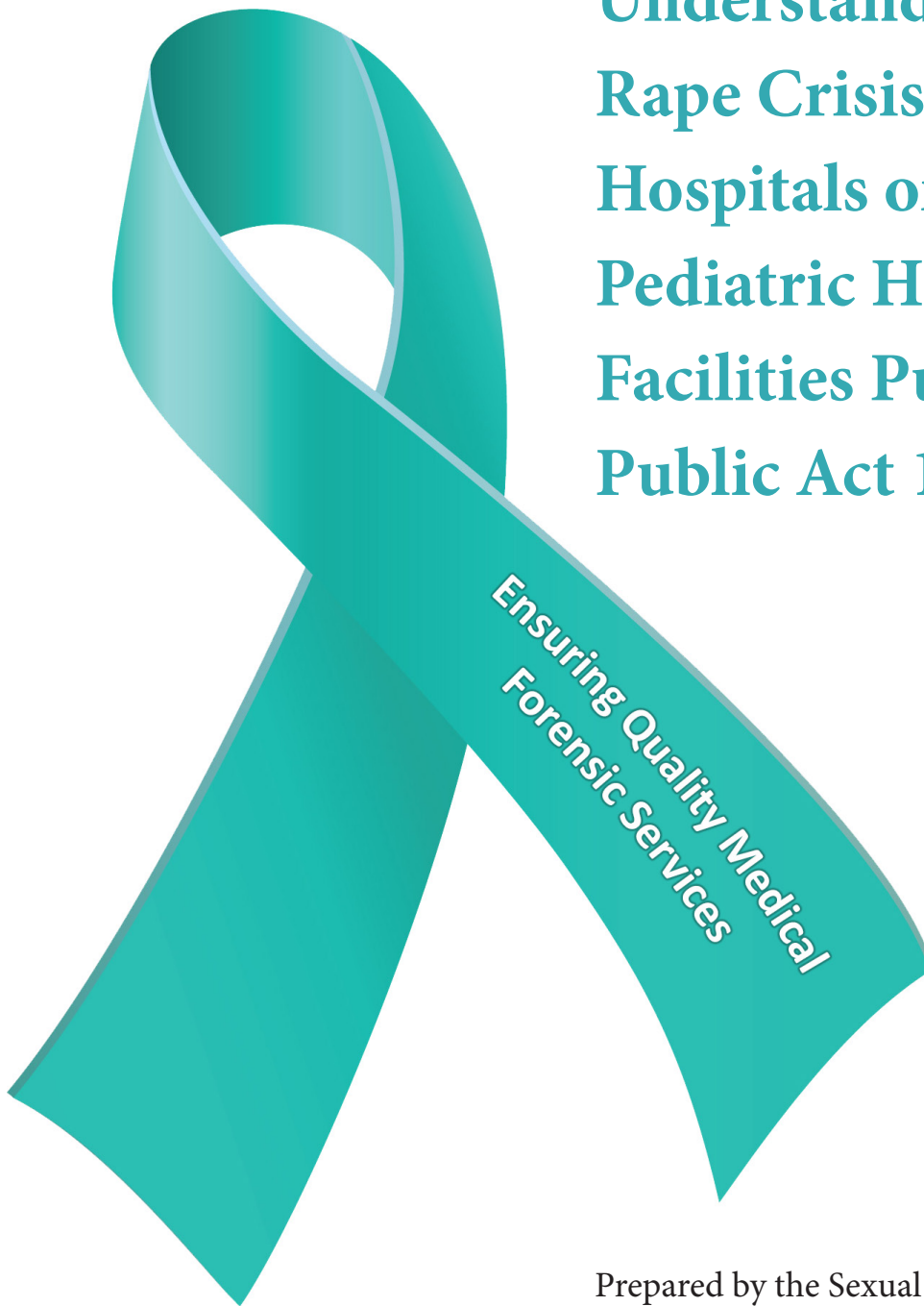


Sample Memorandum of Understanding for Use by Rape Crisis Centers and Hospitals or Approved Pediatric Health Care Facilities Pursuant to Public Act 100-0775



Prepared by the Sexual Assault Medical Forensic Services Implementation Task Force



**Sample Template: Memorandum of Understanding between Rape Crisis Centers and
Hospitals or Approved Pediatric Health Care Facilities**

Prepared by the Sexual Assault Medical Forensic Services Implementation Task Force

Public Act 100-0775 expands the Sexual Assault Survivors Emergency Treatment Act (SASETA) to ensure that all survivors of sexual assault and sexual abuse are treated in a timely manner by health care professionals who are specially trained to conduct medical forensic examinations of sexual assault and sexual abuse survivors. The Act is the product of a yearlong collaboration among the Illinois Department of Public Health, the Office of the Attorney General, child abuse pediatricians, sexual assault nurse examiners, and other medical providers, rape crisis advocates, children’s advocacy centers, hospitals, state’s attorney’s offices, and state agencies.

Public Act 100-0775 established the Sexual Assault Medical Forensic Services Implementation Task Force (Implementation Task Force) and set forth numerous goals to accomplish before December 31, 2023. One of the goals is “to develop a model written agreement for use by rape crisis centers, hospitals, and approved pediatric health care facilities with sexual assault treatment plans to comply with subsection (c) of Section 2 [of SASETA.]” [410 ILCS 70/9.5(c)(4)]

The Implementation Task Force prepared this document to satisfy this statutory mandate. Rape crisis centers, hospitals, and approved pediatric health care facilities are not required to use this document and may modify it to meet the needs of their organizations and community. Please email sane@atg.state.il.us to request a Microsoft Word version of the sample template.

**Memorandum of Understanding Between
RAPE CRISIS CENTER and
HOSPITAL/APPROVED PEDIATRIC HEALTH CARE FACILITY
("APHCF")**

This Memorandum of Understanding (MOU) for comprehensive advocacy services for survivors of sexual assault and abuse is entered into this ____ day of _____, 20__ by and between the parties:

- RAPE CRISIS CENTER (*Replace with name of rape crisis center throughout document*), a not-for-profit corporation with primary offices located at [LOCATION] and
- HOSPITAL/APHCF (*Replace with name of hospital or APHCF throughout document*), a [NOT-FOR-PROFIT CORPORATION] (*Insert appropriate description on entity*) with primary offices located at [LOCATION].

WHEREAS, RAPE CRISIS CENTER is a nonprofit, human service enterprise committed to eliminating sexual violence and supporting survivors of sexual assault and abuse;

WHEREAS, as part of its crisis intervention and other confidential services available to survivors of sexual assault and abuse and their non-offending support persons, RAPE CRISIS CENTER provides a 24-hour hotline, medical and legal advocacy, prevention and training, and counseling; and

(Insert the paragraph below appropriate for the participating health care facility)

WHEREAS, HOSPITAL is an acute care hospital licensed by the state of Illinois or operated under the University of Illinois Hospital Act that treats survivors of sexual assault and abuse, among other patients, in its emergency department.

OR

WHEREAS, HOSPITAL is an out-of-state hospital that has consented to the jurisdiction of the Illinois Department of Public Health that treats survivors of sexual assault and abuse, among other patients, in its emergency department.

OR

WHEREAS, APHCF is a health care facility, other than a hospital, with a sexual assault treatment plan approved by the Illinois Department of Public Health to provide medical forensic services to pediatric sexual assault survivors who present with a complaint of sexual assault or abuse within a minimum of the last 7 days or who have disclosed past sexual assault by a specific individual and were in the care of that individual within a minimum of the last 7 days.

This Sample Template: Memorandum of Understanding has been created by the Sexual Assault Medical Forensic Services Implementation Task Force pursuant to 410 ILCS 70/9.5(b)(5).

BACKGROUND AND PURPOSE

WHEREAS, survivors of sexual assault and abuse often present for health care and medical forensic services in a state of emotional distress as a result of trauma and often need information regarding their medical and evidentiary options and the support necessary to make decisions in their own best interest; and

WHEREAS, RAPE CRISIS CENTER and HOSPITAL/APHCF seek to work together to provide survivors of sexual assault and abuse and their non-offending support persons access to comprehensive Advocacy Services described below.

NOW, THEREFORE, pursuant to the terms set forth herein and for other good and valuable consideration, the parties enter into this MOU as follows:

UNDERSTANDING

- A. HOSPITAL/APHCF enters into this MOU with RAPE CRISIS CENTER as required by the Sexual Assault Survivors Emergency Treatment Act (SASETA), 410 ILCS 70/(2)(c).
- B. RAPE CRISIS CENTER agrees to perform the following duties and responsibilities:
 1. Provide Rape Crisis Advocates (“Advocates”) trained and supervised in accordance with Illinois Coalition Against Sexual Assault Policies and Procedures and Illinois statute 735 ILCS 5/8-802.1 “Confidentiality of Statements Made to Rape Crisis Personnel” to be available, on-call, 24-hours per day, seven days per week, to provide in-person crisis intervention counseling, medical advocacy services and victim assistance to those presenting as or determined to be survivors of sexual assault and abuse at HOSPITAL’S emergency room/APHCF. The Advocate(s) will arrive at the HOSPITAL/APHCF within 60 minutes of speaking with HOSPITAL/APHCF personnel and provide the following “Advocacy Services”:
 - a. Explain to the survivor the role of the Advocate as well as the scope and limits of confidentiality.
 - b. Explain to the survivor their right “to have an advocate present during any medical evidentiary or physical examination... [and] to have an additional person present for support during any medical evidentiary or physical examination.” (725 ILCS 120/4.6) If the survivor chooses to exercise this right, stay with the survivor throughout the medical forensic services.
 - c. Provide an empathic, non-judgmental, supportive and culturally-competent response to the survivor, and support the survivor who makes decisions about what kind of assistance and services are wanted.
 - d. Explain SASETA and the Crime Victim Compensation Act (740 ILCS 45/1 *et seq.*).

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- e. Offer the victim services, including but not limited to the following: crisis intervention counseling; advocating with medical and criminal justice personnel; providing the survivor with information, including regarding the evidence collection process, medical forensic exam, hospital and law enforcement procedures, sexually transmitted infections, emergency contraception, follow-up care and victim's rights; accompaniment to a police station, referral to services at other organizations; and follow-up services.
 - f. With survivor's consent, provide information and support to other individuals identified by the survivor.
 - g. Distribute a packet of written material with pertinent information to survivor.
 - h. Help to arrange for safe transportation from the HOSPITAL/APHCF, and if needed, for appropriate emergency shelter;
 - i. Provide clothing for the survivor to wear upon discharge from the emergency room/APHCF.
 - j. With survivor's consent, follow-up with the survivor via telephone call within 48 hours of first contact.
2. Offer to provide two (2) annual trainings via in-person sessions and/or webinars to appropriate HOSPITAL/APHCF personnel on topics related to serving survivors of sexual assault and abuse, which may include victim sensitivity, evidence collection, rape trauma response, role of the Advocate, Rape Shield Law, legislative and procedural updates, or other topics related to serving survivors of sexual assault and abuse.

C. HOSPITAL/APHCF agrees to perform the following duties and responsibilities:

1. Contact RAPE CRISIS CENTER at [PHONE NUMBER] to reach an Advocate immediately upon being notified by a patient or having determined that a patient has been sexually assaulted or abused. All survivors who report sexual assault or abuse, regardless of the timeframe, must be offered a referral for appropriate counseling and written information regarding services offered by RAPE CRISIS CENTER (710 ILCS 70/5(a-5)(7) and (9).
2. Be aware that RAPE CRISIS CENTER will serve any survivor of sexual assault or abuse regardless of the survivor's age, gender, race, sexual orientation and/or disability.
3. With the survivor's consent, provide the Advocate with immediate and continuous access to the survivor while in the emergency room or APHCF.

4. With the survivor's consent, allow the Advocate to explain, in person, RAPE CRISIS CENTER's support services to the survivor.
5. With the survivor's consent, allow the Advocate to provide advocacy services to the survivor; including preserving the survivor's right to have the advocate present during and after the medical forensic services.
6. Provide a private area for all services for survivors of sexual assault and abuse, including but not limited to waiting, medical forensic exam, counseling and police interview. Also provide appropriate space as reasonably requested to support RAPE CRISIS CENTER's delivery of services under this MOU, including administrative tasks and training.
7. If requested, provide security to accompany the Advocate to the parking lot.
8. Allow RAPE CRISIS CENTER to offer a minimum of two annual trainings for HOSPITAL/APHCF staff on topics related to serving survivors of sexual assault and abuse and post training announcements in staff areas.
9. Support RAPE CRISIS CENTER'S efforts to educate the community and recruit volunteers by maintaining brochures in public spaces in accordance with HOSPITAL/APHCF policy and other reasonably requested support.
10. [If applicable, list any other support a hospital/APHCF agrees to provide in support of the rape crisis center's services. Additional support is not required to enter into an MOU. Examples of support currently provided by some hospitals include storage or office space, monetary donations, and donations of clothing for survivors to wear home.]

D. It is agreed and understood that the parties seek to provide quality comprehensive Advocacy Services to all survivors of acute sexual assault and abuse who seek care at HOSPITAL/APHCF. This MOU reflects a commitment to cooperation and, as such, both parties agree to discuss and make every effort to resolve any issue which may arise concerning this MOU and/or the Advocacy Services set forth herein. To facilitate communication between the parties, each party designates the liaison below to respond to inquiries from the other. It is expected that each liaison will be prepared to discuss relevant information regarding services to survivor's and will be in a position to respond to questions about policy and procedure. Each party agrees to promptly update the liaison information in writing when there are changes in personnel or contact information.

RAPE CRISIS CENTER Liaison

HOSPITAL/APHCF Liaison:

NAME: _____

NAME: _____

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

- E. Neither party is considered a Business Associate as to the other under the Health Insurance Portability and Accountability Act.
- F. This MOU merely sets forth the parties' intentions as described above and does not create any other relationship beyond what is set forth expressly herein. Specifically, unless otherwise expressly provided herein, the parties are independent actors with respect to each other, and nothing in this MOU does or shall be deemed to create any employment or agency relationships.

No RAPE CRISIS CENTER representative, including an Advocate, may hold himself or herself out as an agent of HOSPITAL/APHCF, including by wearing HOSPITAL/APHCF identification badges or logos or by stating or implying he or she is an agent of HOSPITAL/APHCF. HOSPITAL/APHCF may not state or imply that any RAPE CRISIS CENTER representative, including an Advocate, is an agent of HOSPITAL/APHCF.

No HOSPITAL/APHCF representative may hold himself or herself out as an agent of RAPE CRISIS CENTER, including by stating or implying he or she is an agent of RAPE CRISIS CENTER or that communications with the representative are protected by 735 ILCS 5/8-802.1 "Confidentiality of Statements Made to Rape Crisis Personnel. RAPE CRISIS CENTER may not state or imply that any HOSPITAL/APHCF representative is an agent of RAPE CRISIS CENTER.

- G. Nothing herein shall be deemed to constitute an assumption of one party's liability by the other, and HOSPITAL/APHCF and RAPE CRISIS CENTER each agree to indemnify, defend, and hold the other harmless from any damages, expenses and losses (including reasonable attorney fees) incurred as a result of any third party claims, demands, and/or suits alleging personal injury or property damage resulting directly from any act or omission caused or alleged to have been caused by the indemnifying party.
- H. Each party agrees to maintain appropriate insurance and types of insurance for their respective obligations under this MOU. [INSERT SPECIFIC TYPES AGREED TO BY THE PARTIES]
- I. This MOU shall be effective on the date set forth above and shall remain in effect for one (1) year. Thereafter, this MOU shall automatically renew for additional one (1) year

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periods unless terminated by either party at any time by giving at least sixty (60) days prior written notice to the other party.

- J. All RAPE CRISIS CENTER representatives will comply with HOSPITAL/APHCF's safety and security policies applicable to their role, including wearing identification issued by HOSPITAL/APHCF in a conspicuous manner. Advocates will work collaboratively with the sexual assault survivor's care team and will support the provision of health care to the sexual assault survivor in a manner consistent with the Advocate's role of honoring and advocating for the requests and statutory rights of the sexual assault survivor.

The parties affirm they have executed this MOU effective as of the date first written above.

RAPE CRISIS CENTER

HOSPITAL/APHCF

Name: _____

Name: _____

Title: _____

Title: _____

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Representative Mike Unes

Representing the Illinois House of Representatives