MEMORANDUM OF UNDERSTANDING
BETWEEN
3-B JUVENILE DETENTION CENTER
AND
EASTERN IDAHO REGIONAL MEDICAL CENTER

Eastern Idaho Regional Medical Center (hereinafter "Provider") shall agree to provide for, and accept all medical patients from the 3-B Detention Center (hereinafter "Facility or 3-B").

1. **Authority.** This Memorandum of Understanding (MOU) is entered into under the authority of Idaho Code §§ 67-2326, 67-2328 and 67-2332.

2. **Parties.** This MOU is made and entered into by, between and among the following agencies.
   
   3-B Juvenile Detention Center  
   Idaho Falls, ID 83406  
   (208)542-2947  
   Eastern Idaho Regional Medical Center  
   3100 Channing Way  
   Idaho Falls, ID 83404

3. **Purpose.** The purpose of this MOU is to ensure mutual support between the parties for purposes of providing medical care or assistance that is needed by the facility, will be provided by the hospital upon notification, and compliance with Federal mandates of the Prison Rape Elimination Act (PREA) in which the 3-B Juvenile Detention Center must provide inmates who are victims of sexual abuse with access to timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope which are determined by medical and mental health practitioners according to their professional judgment.

4. **Termination.** This Agreement is effective from the date signed. This agreement shall be in effect for a period of two (2) years from the date of the last signature hereon. Any party may terminate its participation in this MOU at any time upon (30) thirty calendar days written notice from the terminating party to the other party. Notice shall be deemed served when delivered personally or when deposited in the United States Mail with adequate postage, and addressed to the party. Termination will be effective upon the date stated in the notice.

5. **Payment.** It is agreed that settlement of financial obligations will be the responsibility of the 3-B Detention Center in Idaho Falls, Idaho.

   a. Victims of sexual abuse shall be provided treatment services without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
6. **Responsibilities of 3-B Juvenile Detention Center.**
   
a. **Notification to Eastern Idaho Regional Medical Center.** In the event a resident is sexually abused, the 3-B Juvenile Center will provide said resident timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment. If the victim requires transport to a hospital, notify the hospital that the victim coming in is a rape victim and request that the Provider facilitate that a S.A.N.E nurse be available if possible.

b. **Enable reasonable communication.** 3-B Juvenile Center shall take preliminary steps to protect the victim pursuant to PREA Juvenile Standards 115.362 and shall immediately notify the appropriate medical and mental health practitioners.

c. **Victim advocates.** The Facility shall contact the Domestic Violence and Sexual Assault Center in attempts to provide a victim advocate from a rape crisis center. Victim advocates will be educated concerning sexual assault and forensic examination issues in general.

d. **Victim advocate support.** The victim advocate will provide support to the resident through the forensic medical exam process and investigatory interviews, as well as provide emotional support, crisis intervention, information and referrals, as requested by the resident.

e. **Transport.** The Bonneville County Sheriff's Office shall provide transportation or provide transportation through Emergency Medical Service (ambulance) to Eastern Idaho Regional Medical Center. The resident is to be transferred with a summary of his/her medical record and discharge with a summary of the treatment received in accordance with the policies and procedures, of the 3-B Juvenile Center.

f. **Reporting.** The 3-B Juvenile Center shall follow immediate reporting requirements as outlined in 3-B Policy and Procedure in accordance with State and Federal Law.

g. **Resident Informed.** The resident will be informed that information may be relayed between a victim advocate, Eastern Idaho regional Medical center staff, and Bonneville County Law Enforcement and members of 3-B Juvenile Center staff in order to initiate and conduct an investigation into the sexual abuse incident.

7. **Responsibilities of Eastern Idaho Regional Medical Center.**

a. **Notification received.** Upon receiving notification from 3-B or local law enforcement, Eastern Idaho Regional Medical Center shall provide medical care or assistance. 3-B will provide hospital notification by telephone contact directed to the Transfer Center.
b. **Services Specified.** Eastern Idaho Regional Medical Center shall provide medical services, forensic medical examinations where evidentiary or medically appropriate. Such examinations shall be performed by a Sexual Assault Nurse Examiners (SANEs) where possible. If SANEs cannot be made available, the examination will be performed by other qualified medical practitioners.

c. **Forensic Evidence.** Eastern Idaho Regional Medical Center will release all forensic evidence collected to the Bonneville County Sheriff's office investigators.

8. **Indemnification.** That the Provider and the Facility shall be liable only for their own negligent acts or omissions while engaged in the performance of the obligations under this MOU and neither the Provider or the Facility shall be liable for the negligent act or omissions of the other.

**Board of Bonneville County Commissioners, Host County, State of Idaho.**

Signed: ___________________________ Title: ___________________________

Signed: ___________________________ Title: Commissioner

Signed: ___________________________ Title: ___________________________

Attest: ___________________________ Date: NOV 28 2016

Signed: ___________________________ Date: ___________________________
Chair, 3-B Board of Commissioners

Signed: ___________________________ Date: 11/29/14
Brian Walker, Director, 3-B Juvenile Center

Eastern Idaho Regional Medical Center

Signed: ___________________________ Date: 11/14/14
Doug Crabtree, CEO Eastern Idaho Regional Medical Center