

## MEMORANDUM OF UNDERSTANDING

August 8, 2016

This Memorandum of Understanding (MOU) is entered into between **VOLUNTEERS OF AMERICA RESIDENTIAL RE-ENTRY CENTER (VOARRC)**, and **CITY OF BINGHAMTON POLICE DEPARTMENT** and is written to facilitate an agreement between the parties for services related to goals and implementation of federal Prison Rape Elimination Act (PREA) mandates.

### **I. UNDERSTANDING, AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:**

#### **VOLUNTEERS OF AMERICA OF UPSTATE NY RESIDENTIAL RE-ENTRY CENTER (VOARRC) agrees to:**

- 1) Follow the PREA Standard §115.222 and ensure that administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment, as well as create policy and procedures which ensure allegations of sexual abuse and harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior.
- 2) Follow the PREA Standard § 115.251 and provide a means for inmates to report sexual abuse and sexual harassment to an entity which is not a part of Volunteers of America and is able to receive and immediately forward reports of sexual abuse and harassment to agency officials while providing anonymity to the inmate if requested by the inmate.

#### **B. THE CITY OF BINGHAMTON POLICE DEPARTMENT agrees to:**

- 1) Investigate criminal allegations of sexual abuse and sexual harassment which may occur at the Volunteers of America's Residential Re-Entry Center and will use uniform evidence protocol when doing so.
- 2) Receive written reports of sexual abuse and sexual harassment from inmates in the physical and legal custody of the Bureau of Prisons contracted facility (VOARRC) in a format approved by both agencies at the following address:

City of Binghamton Police Department  
38 Hawley St.  
Binghamton, NY 13901

The City of Binghamton Police Department will immediately forward the reports to the PREA Coordinator of VOARRC assuring the anonymity of the inmate if requested by the inmate.

### **II. TERM OF MOU:**

This MOU shall begin August 8, 2016 and continue until it is terminated by either

party.

**III. MOU TERMINATION AND MODIFICATION:**

This MOU may be terminated, without cause, by either of the parties with no less than thirty calendar days written notice. The MOU may be terminated by either party, with cause, with two days written notice.

Otherwise, any modification must be agreed to and signed by both parties and attached to this MOU as a modification.

Karen A. Caminiti  
Volunteers of America of Upstate, NY RRC Representative

8.8.16  
Date

[Signature]  
City of Binghamton Police Department Representative

8/8/16  
Date