

Template Memorandum of Understanding: Partnership Agreement for Community Collaborations

Note: Organizations are welcome to adapt these sample materials to fit your needs and the work you do. You may change wording to match the language your organization prefers (e.g., survivor or service participant). Before using this template, be sure to remove all notes in blue and replace [Agency Name] with your organizational name and [Community Collaboration] with your collaborative partnership's name.

I. Introduction

The partners in [Community Collaboration] who are governed by this policy recognize and understand that—

- Appropriate, secure partnering among governmental and non-governmental agencies can enhance safety for victims of domestic violence and sexual assault.
- The partners have a common goal of providing access to domestic violence and sexual assault victim services that enhance victim safety.
- Victim safety can be compromised by the failure to maintain the confidentiality of client information.
- Information sharing may increase the effectiveness of service delivery and increase victim safety and abuser accountability, but only when the information sharing is authorized by a victim who is fully aware of the risks and benefits of sharing her personal information.
- Each partner continues to maintain its own legal and ethical obligations to honor victims' confidentiality and privacy; or depending on the agency, legal obligations to share information.
- The victims who use the services offered by the collaboration or any of its partners, retain their right to confidentiality from agencies within the collaboration that have confidential relationships with victims.
- Victims, who use the services offered by the collaboration, determine when and how their information will be shared among the partners or outside of the partnership, consistent with the requirements of law.
- Releases of information should enhance services provided to the survivor, and not be used solely for the purpose of easing the program's administration;
- The most protective privacy option will always be considered. Before a victim chooses to sign a release, the partner will determine if there is another way to accomplish the purpose without the advocate or agency releasing the survivor's personally identifying information;
- When releases of information are required, they will be written, informed, and reasonably time-limited.

II. Partner Roles, Responsibilities, Information Sharing, and Confidentiality Obligations

The partners to the [Community Collaboration Name] have created a multi-disciplinary partnership to provide access to domestic violence and sexual assault services that enhance victim safety and privacy. When there is a question about whether a certain approach should be taken by the [Community Collaboration Name] in a given situation, the determining factor will be whether the proposed action will enhance victim safety and privacy.

Domestic Violence/Sexual Assault Agency

Roles and Responsibilities:

- Provide confidential services to victims/clients.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Provide support services to victim/clients who have cases in the criminal justice system.
- Educate other partners on domestic violence/sexual assault issues.
- Update partners on emerging issues/research regarding domestic violence/sexual assault issues.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that partners have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- The domestic violence/sexual assault agency has a strict confidentiality obligation to the victim client. The agency will not share individual, personally identifying information about any individual who has received or sought services without the informed, written, reasonably time-limited release of the victim client except for the mandatory reporting of suspected child abuse or neglect as required by state law.
- The domestic violence/sexual assault agency limitation on sharing personally identifying information includes sharing of such information with any of the partner agencies in this agreement.
- The domestic violence/sexual assault agency may share non-personally identifying information (demographics) about those who have used its services and information about systems and processes that affect the victim/clients.

Law Enforcement

Roles and Responsibilities:

- Provide public safety services to victims/clients and to the community.
- Provide case status information to the victim/clients and the partners, as appropriate.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Educate other partners on law enforcement policies and practices.
- Update partners on emerging criminal justice issues.
- Act as a liaison between the partners and other law enforcement agencies.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.
- Notify victim/clients of their rights and of any other people or professionals, including victim witness assistants, with whom you must share their personally identifying information.
- Refer victim/clients to the local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services.
- Honor victim/client privacy to the extent permitted by law.

Prosecutor

Roles and Responsibilities:

- Provide case status and disposition information to the victim/clients and the partners, as appropriate, including information when cases can or cannot be prosecuted.
- Educate other partners on prosecution policies and practices.
- Explain legal definitions and current, relevant law to partners.
- Update partners on emerging criminal justice legal issues.
- Act as a liaison between the partners and law enforcement or legal agencies.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share

information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.

- Notify victim/clients of their rights and of any other people or professionals, including prosecution-based victim witness assistants, with whom you must share their personally identifying information,
- Refer victim/clients to the local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services.
- Protect prosecution work product information to the extent permitted by law.
- Honor victim/client privacy to the extent permitted by law.

Court Partner

Roles and Responsibilities:

- Identify and work to resolve problems that may impede victims' access to judicial resources and the civil and criminal justice system.
- Educate other partners on court procedures and practices.
- Update partners on emerging civil and criminal justice legal issues.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality in regard to victim/client information and that some partners must decline to share information about a specific victim/client because of a legal obligation to protect victim/client privacy and confidentiality.
- Honor and protect victim/client privacy to the extent permitted by law.

Medical Partner

Roles and Responsibilities:

- Provide confidential medical services to victims/clients.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Serve as a liaison with the medical community.
- Distinguish between medical services and forensic exam/evidence collection and educate the partners on the elements and procedures of forensic exams.
- Educate the partners in regard to current information from medical literature pertinent to domestic violence/sexual assault.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- Distinguish between forensic examination and personal health care of a victim/client, and notify the victim/client of those distinctions and what information can and will be shared with other agencies, such as law enforcement agencies and prosecutors.
- Limit the sharing of personal health care information and any individual, personally identifying information about any individual who has received or sought medical services without the informed, written, reasonably time-limited release of the individual except for mandatory reports that may be required by law.
- The limitation on sharing of personal health care information and any individual, personally identifying information includes sharing of such information with any of the partner agencies in this agreement.
- The medical partner may share non-personally identifying information (demographics) about those who have used its services and information about systems and processes that affect the victim/clients.

Faith-Based and Community Organizations

Roles and Responsibilities:

- Provide confidential services to victims/clients.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network and other systems.
- Educate other partners on domestic violence/sexual assault issues.
- Update partners on emerging issues/research regarding domestic violence/sexual assault issues from the faith-based and community organization's perspective.
- [Other specific obligations]

Confidentiality Obligations:

- Recognize that other partners may have different levels of confidentiality obligations in regard to victim/client information and the sharing of that information.
- The faith-based and community organization partner has a strict confidentiality obligation to the victim client and will not share confidential information about any individual who has received or sought services without the informed, written, reasonably time-limited release of the individual except for mandatory reports as required by law.

- The faith-based and community organization partner’s limitation on sharing personally identifying information includes sharing information with any of the partner agencies in this agreement.
- The faith-based and community organization partner may share non-personally identifying information (demographics) about those who have used its services and information about systems and processes that affect the victim/clients.

[List Other Partner Roles and Responsibilities and Confidentiality Obligations Here]

Confidentiality Monitor

The partners agree to appoint a confidentiality monitor whose job is to—

1. Review the partnership operation and identify areas where confidentiality can be strengthened.
2. Evaluate information flow.
3. Evaluate [Collaboration Program] partners’ roles and their individual confidentiality and information sharing requirements.
4. Evaluate the [Collaboration Program]’s own obligation to maintain confidentiality.
5. Ensure that confidentiality releases and acknowledgements/agreements are signed.
6. Know what resources are available to evaluate confidentiality questions (e.g., attorney general’s office, consultants, state coalitions, or other national experts on confidentiality such as NNEDV.)
7. Provide for periodic training and evaluation of confidentiality practices.
8. Initiate the [choose one: semiannual/annual] confidentiality audit.

DATED: _____

Signed:

Domestic Violence/Sexual Assault Agency

Signature

Printed Name

Title

Law Enforcement Agency

Signature

Printed Name

Title

Prosecution Agency

Signature

Printed Name

Title

Court Partner

Signature

Printed Name

Title

Medical Partner

Signature

Printed Name

Title

Faith-Based and Community Organization Partner

Signature

Printed Name

Title

Other (specify)

Signature

Printed Name

Title