

## Developing a Memorandum of Understand Between an Installation and a Civilian Domestic Abuse Shelter

A formal Memorandum of Understanding (MOU) that clearly defines the roles and responsibilities of the installation and the civilian shelter ensures that an installation is able to protect, and provide services for, victims of domestic abuse and their children. (If a shelter requires that the installation pay fees for the services the shelter will provide, a contract, as opposed to an MOU, would be the appropriate vehicle.) An MOU should outline referral procedures and define the exact services that the shelter will provide for military victims of domestic abuse.

Such an MOU shall address, at a minimum, the following:

- 1) A general statement of the purpose of the MOU.
- 2) An outline of procedures for referrals to the shelter by military agencies and first responders/law enforcement personnel.
- 3) An outline of procedures for referrals to military agencies by the shelter.
- 4) An explanation of the services that the shelter will provide to victims of domestic abuse who are eligible to receive military medical treatment and their children.
- 5) Training for shelter staff about the services offered to victims of domestic abuse who are eligible to receive military medical treatment and their children on the installation.
- 6) Training for relevant installation personnel about the services offered by the shelter for victims of domestic abuse.
- 7) Whether, and to what extent, communications between shelter staff and victims of domestic abuse will be held confidential.

The following Sample Memorandum of Understanding contains provisions that could be used or modified by installations to meet specific needs. Provisions can be added or subtracted depending on the services that the shelter will be providing to victims and their children.

**Memorandum of Understanding Between  
(INSTALLATION) and (DOMESTIC VIOLENCE SHELTER)**

1. **PURPOSE:** To establish a written agreement between (INSTALLATION) and (DOMESTIC VIOLENCE SHELTER) defining procedures for the coordination of emergency shelter, safe housing, victim advocacy services, support, and referral services for victims of domestic violence who are eligible for military medical treatment.
  
2. **GENERAL:** This Memorandum of Understanding (MOU) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU provides guidance and documents an agreement for general support between (INSTALLATION) and (DOMESTIC VIOLENCE SHELTER).
  
3. **RESPONSIBILITIES:**
  - A. **The (INSTALLATION) agrees to the following provisions:**
    - (1) When responding to or investigating domestic violence cases or providing medical or other services for domestic violence victims, personnel from the Provost Marshal Office (PMO), Family Advocacy Program (FAP) personnel, and medical treatment facility (MTF) personnel shall provide victims of domestic violence with basic referral information for (DOMESTIC VIOLENCE SHELTER), including telephone/hotline number and a general description of the shelter, support and victim advocacy services offered by that organization.
  
    - (2) When a victim of domestic violence determines that he/she would like to seek shelter at (DOMESTIC VIOLENCE SHELTER) or meet with (DOMESTIC VIOLENCE SHELTER) staff regarding other victim advocacy services, transportation to the shelter shall be arranged, when necessary, by law enforcement personnel from the PMO.
  
    - (3) (INSTALLATION) will work with FAP to publicize resources available through the (DOMESTIC VIOLENCE SHELTER) and how victims can access those services.
  
    - (4) FAP will provide training to (DOMESTIC VIOLENCE SHELTER) staff, as needed, on the resources available to victims of domestic violence through FAP and through other programs and agencies located on (INSTALLATION).

- (5) Access will be provided to (INSTALLATION) for (DOMESTIC VIOLENCE SHELTER) staff providing services to military victims of domestic violence.

**B. (DOMESTIC VIOLENCE SHELTER) agrees to the following provisions:**

- (1) When (DOMESTIC VIOLENCE SHELTER) receives a referral from (INSTALLATION) at the request of a victim, or when (DOMESTIC VIOLENCE SHELTER) identifies a victim of domestic violence as an individual eligible for military medical treatment, (DOMESTIC VIOLENCE SHELTER) will provide the same services to that victim as it provides to all other clients, in accordance with the victim's wishes and needs. Services provided by (DOMESTIC VIOLENCE SHELTER) include: [A detailed list of specific services offered by the shelter can be inserted here.]
- (2) When (DOMESTIC VIOLENCE SHELTER) receives a referral from (INSTALLATION) or when (DOMESTIC VIOLENCE SHELTER) identifies a victim of domestic violence as an individual eligible for military medical treatment,, (DOMESTIC VIOLENCE SHELTER) staff shall provide that victim with information regarding FAP and other resources available to victims of domestic violence on (INSTALLATION). (DOMESTIC VIOLENCE SHELTER) staff shall also inform victims that they are not excused from work related responsibilities, or, if an active duty member, from duty or from complying with unit recall notification policies while staying at (DOMESTIC VIOLENCE SHELTER).
- (3) (DOMESTIC VIOLENCE SHELTER) staff will work with FAP to train base staff, including, but not limited to, personnel from the PMO, FAP and MTF, on resources available through the (DOMESTIC VILENCE SHELTER) and how victims can access those services.

**4. PRIVACY INTERESTS**

- A. The (DOMESTIC VIOLENCE SHELTER) shall not disclose the victim's identity and/or specifics about the victim's circumstances to (INSTALLATION) personnel, including, but not limited to, FAP staff or the PMO, without the written consent of the victim, unless otherwise required to do so by state or federal law. A victim must sign a "Release of Information Form" prior to the exchange of any information regarding that victim. Once the "Release of Information" form has been signed, information shall be exchanged for the purposes of referral, treatment and intervention planning and coordination efforts.

- B.** The victim's identify and/or specifics about the victims circumstances shall not be disclosed by (INSTALLATION) personnel, including, but not limited to, FAP staff or the PMO, to the (DOMESTIC VIOLENCE SHELTER) without the written consent of the victim, unless otherwise required to do so by state or federal law. A victim must sign a "Release of Information Form" prior to the exchange of any information regarding that victim. Once the "Release of Information" form has been signed, information shall be exchanged for the purposes of referral, treatment and intervention planning and coordination efforts.
- C.** Copies of original signed "Release of Information" forms shall be kept on file with the initiating organization and a copy will be transmitted to the receiving party.
- D.** (DOMESTIC VIOLENCE SHELTER) shall provide non-identifying statistical information to (INSTALLATION) regarding the victims to whom it provides services on a (PERIODIC) basis.

**5. EFFECTIVE ADMINISTRATION AND EXECUTION OF THIS MOU:**

- A.** This MOU shall be reviewed annually and shall remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days notice to the other party.
- B.** Effective execution of this agreement can be achieved only through continuing communication and dialogue between the parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings or complaints that may arise that are not specifically addressed in this MOU.
- C.** Personnel from the (INSTALLATION) and (DOMESTIC VIOLENCE SHELTER) shall meet, as necessary and appropriate, to share information regarding individual cases after having received signed "Release of Information" forms from the victims and to generally discuss and review quality of services provided to victims.