

## MEMORANDUM OF UNDERSTANDING

SafePlace and Advocacy, Inc. herein enter into a Memorandum of Understanding (MOU) setting forth agreements for making cross referrals and providing private space for meeting with clients at each others locations (when space is available).

### SafePlace

SafePlace is an Austin, Texas-based nonprofit agency with a 30-year history of providing comprehensive prevention, intervention, education and advocacy services to women, children and men victimized by rape, sexual abuse and domestic violence. SafePlace, through its Disability Services ASAP (A Safety Awareness Program), has provided training, presentations, technical assistance and/or counseling to over 50,000 disability, victim service or criminal justice personnel, family members, and youth and adults with disabilities since 1996.

### Advocacy, Inc.

Advocacy, Inc. (Advocacy) is an independent, private, nonprofit protection and advocacy (P&A) agency established pursuant to the Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. § 15001 *et seq.* (DD Act). Congress, in enacting this Act, mandated that each state receiving funds under the DD Act establish a protection and advocacy (P&A) system to protect the rights and interests of persons with developmental disabilities. Advocacy, Inc. has been designated by the Governor of Texas as the advocacy system for the State of Texas. Further, Congress subsequently expanded the responsibilities of the existing P&As to advocate for all persons with mental illness, under the Protection and Advocacy for Individuals with Mental Illness (PAIMI) Act, 42 U.S.C. §10801 *et seq.*. Most recently, Congress has authorized P&As to advocate on behalf of persons with physical and other disabilities not covered under either the DD or PAIMI Acts; this authority is provided under the Protection and Advocacy of Individual Rights (PAIR) Program of the Rehabilitation Act, 29 U.S.C. § 794e.

### **History of Collaborative Relationships**

SafePlace and Advocacy, Inc. have worked together on several initiatives, including collaboration in projects funded by the U.S. Department of Justice, Office on Violence Against Women and U.S. Department of Health and Human Services. SafePlace has provided training to Advocacy, Inc. staff in the past on violence against people with disabilities and Advocacy, Inc. has provided training to SafePlace supervisors on Title II of the Americans with Disabilities Act. In the past two years, SafePlace and Advocacy, Inc. have worked together on a project to assess the needs of people with disabilities and the Deaf community in Austin pertaining to domestic violence, sexual assault and abuse by caregivers. Together, the two organizations are in the process of implementing a strategic plan to address the gaps/barriers identified through the needs assessment.

### **Terms:** “Disability”:

The Developmental Disabilities Protection & Advocacy (DDP&A) Act defines developmental disability under federal law as the following: For infants and young children through age nine, developmental disability means individuals who substantial delay or specific congenital or

acquired conditions with a high probability of resulting in developmental disabilities. For an individual ten years or older, a developmental disability is a severe, chronic disability that is attributable to a mental or physical impairment or combination of mental and physical impairments, resulting in substantial functional limitations in areas of major life activities, i.e., self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and/or economic self-sufficiency.

The Protection and Advocacy for Individuals with Mental Illness Act defines a person with a mental illness as any individual who has been determined to have a significant mental illness or emotional impairment by a mental health professional; is an inpatient or resident in a facility rendering care or treatment; is a person in the process of being admitted to a facility rendering care or treatment; or who is involuntarily confined in a municipal detention facility for reason other than serving a sentence resulting from a conviction for a criminal offense.

Under the Americans with Disability Act of 1990, as amended (ADAAD), “disability” means with respect to any individual, a physical or mental impairment, that substantially limits one or more major life activities of such individual; a record of such impairment; or, being regarded as having an impairment. For purposes of the ADAAD, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

### **Agreements:**

*SafePlace and Advocacy, Inc. agree to the following:*

#### Referrals:

1. A client release of information will be obtained by either organization prior to making any referrals.
2. SafePlace may make client referrals to Advocacy, Inc. for family law related issues and/or civil rights violations involving a person with a disability. Advocacy, Inc. defines disability under the Americans with Disabilities Act and Americans with Disabilities Amendments Act of 2008. These referrals will be screened and made by SafePlace’s Legal Services Manager. These referrals will be made directly to Advocacy, Inc.’s Staff Attorney assigned to family law matters. This Staff Attorney will determine if the referrals are appropriate and fit within Advocacy, Inc.’s priority areas. The priority areas are available on the Advocacy, Inc. website and the Staff Attorney will also directly provide information to SafePlace staff about the priority areas. Advocacy, Inc. is unable to take family law cases in which both the victim and perpetrator are both people with disabilities. Advocacy, Inc. retains the discretion to decline representation in any family law matter that Advocacy, Inc. determines to be outside the scope of Advocacy, Inc.’s mission, priorities and/or beyond the resources of Advocacy, Inc.
3. Advocacy, Inc. staff may make client referrals to SafePlace for domestic and sexual violence services in the following ways: 1) contacting the SafePlace hotline, 2) sending a client to SafePlace during our walk-in hours (SafePlace will communicate walk in hours and any changes to Advocacy, Inc.) for counseling services, or 3) contacting SafePlace’s Legal Services Manager.

Offsite meeting space:

1. Advocacy, Inc. may meet with clients at SafePlace, located in Southeast Austin, when space is available. To confirm space availability, Advocacy, Inc. staff will contact SafePlace's Disability Services Administrative Assistant and provide the date/time of the meeting with a client. The Administrative Assistant will confirm availability and put the Advocacy, Inc. staff member and client name on the visitor log. Advocacy, Inc. staff will follow SafePlace's confidentiality guidelines (see Attachment A).
2. SafePlace staff may meet with clients at Advocacy, Inc., located in Northwest Austin, when space is available. To confirm space availability, SafePlace staff will contact Advocacy, Inc.'s receptionist to reserve a meeting room.

Training:

1. SafePlace will provide training for Advocacy, Inc. staff and board members on topics related to domestic/sexual violence, safety planning, and making referrals for services as related to OVW project initiatives and upon request (based on staff availability).
2. Advocacy, Inc. will provide training for SafePlace staff or volunteers on topics related to disability rights laws and other topics as related to the OVW project initiatives and upon request (based on staff availability).

In the event of substantive disagreements between partners, the partners shall make every effort to reach a mutually agreeable solution, acting in the spirit of collaboration and compromise and in the best interests of the larger endeavor. Where agreement cannot be reached, they may seek recourse through suitable mediation or can terminate the Agreement as provided below.

This Agreement shall be effective upon full execution by both parties (Advocacy, Inc. and SafePlace) and shall remain in effect beginning September 21, 2009 through September 20, 2011 unless sooner terminated by either party. Thereafter, the parties to this Agreement shall have the option to mutually renew for one (1) additional year with each party giving written notice of its intent to renew at least thirty (30) days prior to a renewal date. Either party may terminate this Agreement at any time and for any reason by giving the other party written notice at least sixty (30) days prior to the effective date of the termination.

**Approval**

We, the undersigned, have read and agree to the responsibilities detailed in the MOU.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Faithfull, Executive Director  
Advocacy, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julia Spann, Executive Director  
SafePlace