

Memorandum of Understanding Between Syracuse University and Vera House, Inc.

I. Purpose of Memorandum of Understanding.

Vera House is a nonprofit, community-based organization dedicated to the elimination of sexual and relationship violence, and provides free, confidential services for individuals affected by such violence, including a 24-hour hotline, therapeutic services, medical and legal advocacy, community education and training for professionals. Syracuse University (the "University") is committed to the prevention of sexual and relationship violence, and provides resources and services for University students and employees affected by such violence.

II. History of Previous Collaboration.

Syracuse University and Vera House have a history of collaboration in regards to the provision of services to those impacted by sexual violence and in the provision of campus prevention programs. This Memorandum of Understanding ("MOU") builds on the previous collaboration to provide services to victims and training to the campus community and Vera House staff.

The purpose of this MOU is to acknowledge the respective commitments of Vera House and the University to enhanced cooperation and communication relative to the prevention of sexual and relationship violence and to the provision of services for University students and employees affected by such violence.

III. Vera House Commitments.

Vera House undertakes to:

- a) Appoint a qualified team of leaders to focus on making services accessible to and appropriate for University students and employees who seek services independently at Vera House and/or are referred to Vera House by the University.
- b) Make 24-hour Vera House crisis hotline services available to students and employees of the University.
- c) Provide confidential crisis intervention, counseling, information and referral, and accompaniment to medical and legal services as requested by University students and employees.
- d) Provide students and employees of the University with information about how to file a complaint with the University Title IX coordinator, how to report a crime to campus or local law enforcement and offer to assist University students and employees with filing a complaint or report.
- e) Obtain appropriate releases from students and employees in connection with the coordination of care with the University, and from students and employees

wishing to file a complaint with or report a crime to the University, as set forth in Section V below.

- f) Conduct victim satisfaction surveys or use other methods to assess the effectiveness of the services provided by Vera House to University students and employees.
- g) Meet periodically with the University's Sexual and Relationship Violence Coordinating Committee to share information about: the needs of victims, trends in sexual and relationship violence services, and additional services that may be beneficial for University students and employees with respect to sexual and relationship violence, and to provide input concerning the University's sexual and relationship violence prevention, support and response programs.
- h) Participate on the Chancellor's Sexual Assault and Relationship Violence Task Force.
- i) Assist with the development and provision of prevention programming and training to University faculty, students and officials, as identified by and in coordination with the University.
- j) Provide and/or coordinate with all four local hospital emergency rooms for the provision of specialized services of Sexual Assault Nurse Examiners for students or employees of the University who go to the hospital due to sexual violence.
- k) Provide training and/or information sessions to the University Conduct Board concerning sexual and relationship violence and related topics as requested by said Board from time to time, as identified by and in coordination with the University.

IV. University Commitments.

The University undertakes to:

- a) Identify one or more central points of contact between Vera House and the University for administrative, clinical and advocacy concerns relating to sexual and relationship violence to facilitate access to Vera House and University services.
- b) Periodically provide information to Vera House staff about: on-campus resources that are available to University student and employee victims of sexual and relationship violence; the federal and state requirements for colleges in responding to sexual and relationship violence; reporting procedures for victims who wish to file a report with campus law enforcement and/or a complaint with University officials; the University's Code of Student Conduct and disciplinary processes; and the educational accommodations that can be provided to victims of sexual and relationship violence.

- c) Provide printed and online materials about options for University students and employees wishing to report instances of sexual and/or relationship violence, including information about how to file complaints with the University's Title IX Coordinator and/or through the University Conduct System and how to report a crime to campus or local law enforcement.
- d) Provide information to Vera House about the reporting obligations of University employees and identify those University employees and resources with whom students can speak confidentially (and any exceptions to that confidentiality.)
- e) Inform Vera House about the University's policies on retaliation, following the filing of complaints of sexual and/or relationship violence, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation.
- f) Collaborate with Vera House on sexual and relationship violence prevention initiatives and activities as appropriate.
- g) Consider in good faith any Vera House request for financial support, with the understanding that this MOU shall not require the University to provide any such financial support or support in any particular amount.
- h) Consult with Vera House leadership regarding significant University policy changes in the area of sexual or relationship violence.

V. Confidentiality.

Vera House and Syracuse University affirm the importance of providing students with options for privileged and confidential services and support. All services provided by Vera House to students and employees of Syracuse University will be kept confidential except in the following circumstances:

- a) If a student or employee receiving services from Vera House wants information shared with the University or campus security, campus or local law enforcement, the Title IX coordinator or any other applicable University resource, Vera House will obtain informed consent for release of the information. When a University student wishes to release information to Vera House to assist Vera House with providing the student care, the University will obtain informed consent for release of the information. Such releases will be written, informed, and reasonably time-limited. When the University and Vera House are working with a University student, they will attempt to obtain releases of information at every level of service coordination to ensure services are seamlessly delivered in the best interest of the student.
- b) If federal or state law requires disclosure without a release of information because there is an imminent risk of harm to self or others, the University Title IX Coordinator will determine the following: who will be notified; in what form; what information will be

provided to the victim regarding this disclosure; and what steps will be taken to protect the victim from the imminent risk.

VI. Relationship of Parties.

- a) Nothing contained in this MOU shall be deemed to create any agency, partnership, independent contractor, joint venture, affiliation or other relationship between the parties. Notwithstanding any provision of this MOU to the contrary, each party shall (i) be solely responsible for all services provided by that party to University students and employees; and (ii) refrain from holding itself out as an agent, partner, contractor, affiliate or joint venturer with the other party; provided, however, each of Vera House and University may advise University students and employees as to the availability of services provided by the other party.
- b) The University and Vera House shall each be responsible for any and all costs associated with the performance of their respective services and their respective undertakings under this MOU.
- c) In the performance of their respective undertakings under this MOU, and in the provision of services to University students and employees, each party shall comply with all applicable federal, state, municipal and professional laws, rules, regulations and standards, and shall obtain or arrange for all necessary licenses, permits and approvals required for such performance under said laws, rules, regulations and standards.
- d) Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission. Neither party's employees, volunteers or representatives shall be entitled to receive or participate in any employee benefit plans or fringe benefit programs provided by the other party to its employees, or be treated as an employee of the other party for FICA, FUTA, federal, state or local income tax withholding purposes.

VII. Term; Termination

This MOU will become effective as of July 1, 2016 for an initial term lasting until June 30, 2019, unless sooner terminated as herein provided. If this MOU is in effect at the end of such term (and no notice of termination has been issued), the MOU shall automatically renew for successive additional one year renewal terms beginning on July 1 of each year. Either party may terminate this MOU as follows:

- a) Either party may terminate this MOU at any time and for any reason upon at least 60 days' prior written notice to the other party.
- b) Either party may terminate this MOU upon prior written notice to the other party in the event of a material breach by the other party and such breach is not cured

to the reasonable satisfaction of the non-breaching party within 30 days of said notice.

- c) Notwithstanding the foregoing, either party may terminate this MOU immediately upon written notice to the other party, irrespective of the existence of a breach by the other party, if it deems such action necessary to protect its institutional integrity and/or to comply with applicable law or the safety or wellbeing of the persons served by it.

VIII. Indemnification.

Each party shall defend with competent counsel, indemnify and hold harmless the other party and, as applicable, the other party's trustees, officers, directors, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by such party's breach of its obligations under this MOU.

IX. Insurance

For as long as this MOU remains in effect, each party shall maintain, at its own expense, at least the following insurance coverages, on policies issued by insurers licensed to issue them in New York State and in content and form reasonably acceptable to the other party:

- d) Commercial general liability (including contractual liability for bodily injury and property damage) having limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- e) Automobile liability covering owned, hired and non-owned vehicles having a combined single limit for bodily injury and property damage of at least \$1,000,000;
- f) New York State workers' compensation, employer's liability insurance and statutory disability benefits; and
- g) Appropriate malpractice insurance coverage for licensed professionals providing services to University students and employees.

Each insurer issuing such policies shall have at least an A-,VII rating in A.M. Best's Insurance Guide. All such insurance policies shall provide for 30 days' notice to the other party prior to cancellation, non-renewal or material change, and the other party shall be included as an additional insured on the liability policies. Each party, shall furnish the other party with certificates of insurance prior to execution of this MOU certifying that it carries the policies specified above.

X. Miscellaneous


- a) This MOU represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either party. No amendment or modification of this MOU shall be valid or enforceable unless made in writing and signed by the parties. A waiver of any provision or breach of this MOU must be in writing and signed by the party making the waiver in order to be effective and binding. This MOU may not be assigned by either party without the prior written consent of the other party. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

- b) To the extent any standard contract provisions are required to be included in this MOU under University regulations or policies, such contract provisions are hereby incorporated by reference and made part of this MOU.

The parties' execution of this MOU is established by the following signatures.

SYRACUSE UNIVERSITY

Dated: 6/30/16

By: 
Rebecca Reed Kantrowitz
Vice President and Dean
for Student Affairs

VERA HOUSE, INC.

Dated: 6/27/16

By: 
Executive Director