

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE  
DEPUTY CHIEF OF NAVAL OPERATIONS,  
MANPOWER, PERSONNEL, TRAINING AND EDUCATION /  
CHIEF OF NAVAL PERSONNEL  
U.S. NAVY  
AND  
DEPUTY COMMANDANT,  
PLANS, POLICIES, AND OPERATIONS  
HEADQUARTERS, U.S. MARINE CORPS  
AND  
SURGEON GENERAL OF THE NAVY /  
CHIEF, BUREAU OF MEDICINE AND SURGERY  
U.S. NAVY  
AND  
DIRECTOR, NAVAL CRIMINAL INVESTIGATIVE SERVICE  
FOR  
COMPLIANCE WITH NATIONAL PRISON RAPE ELIMINATION ACT  
STANDARDS

27 January 2015

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Ref: (a) DoD Directive 5124.02 of 23 June 2008  
(b) DoD Instruction 1325.07 of 11 March 2013  
(c) Under Secretary of Defense for Personnel and Readiness (P&R) Directive –  
Type Memorandum 13-002 of 10 February 2013  
(d) 28 CFR 115, National Standards to Prevent, Detect, and Respond to  
Prison Rape Under the Prison Rape Elimination Act

Encl: (1) 28 CFR 115, National Standards to Prevent, Detect, and Respond to Prison  
Rape Under the Prison Rape Elimination Act

1. Purpose. This Memorandum of Agreement (MOA) serves to identify responsibilities and foster support among the parties to ensure compliance with national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) within the Department of the Navy (DON) corrections system.

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2. Authority. This MOA is entered into under the authority of DoD Instruction 4000.19 of 25 April 2013, Support Agreements.

3. Background

a. Per authority contained within references (a) and (b), reference (c) directs the Military Departments operating Level I-III military confinement facilities (MCF) within the Continental United States (CONUS) to comply with the provisions of reference (d), (enclosure (1)).

b. Reference (d), enclosure (1), provides the national standards to prevent, detect, and respond to prison rape under the PREA. For PREA purposes, Level I-III MCFs align under "Prisons and Jail Standards."

c. As several PREA standards associate with training, investigations, and medical and mental health care involving staff external of the MCF, this MOA serves to develop and implement necessary rules and procedures to satisfy the requirements of PREA.

4. The Parties

a. Deputy Chief of Naval Operations, Manpower, Personnel, Training and Education (N1) / Chief of Naval Personnel;

b. Deputy Commandant, Plans, Policies, and Operations Department, Headquarters, U.S. Marine Corps;

c. Surgeon General of the Navy / Chief, Bureau of Medicine and Surgery (BUMED); and

d. Director, Naval Criminal Investigative Service (NCIS).

5. General Definitions. For the purposes of this MOA and orientation of PREA standards and DON corrections, the term:

a. Agency means the Navy or Marine Corps headquarters-level organization with policy and oversight responsibility for Service MCFs that confine prisoners.

b. Agency head means the principal official of an agency.

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c. Contractor means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency or MCF.

d. Direct staff supervision means that security staff are in the same room with and within reasonable hearing distance of the prisoner.

e. Employee means a person who works directly for the agency or facility.

f. Exigent circumstances mean any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

g. Facility means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

h. Facility head means the principal official of a facility.

i. Full compliance means compliance with all material requirements of each PREA standard except for de minimis violations, or discrete and temporary violations during otherwise sustained periods of compliance.

j. Level I. Unless further restricted by the Service Secretary or Military Department, Level I MCFs provide pre-trial and post-trial confinement for prisoners with sentences to confinement up to but not exceeding 1 year. These facilities may also temporarily hold prisoners for post-trial court appearances, or those pending transfer.

k. Level II. Unless further restricted by the Service Secretary or Military Department, Level II MCFs provide pre-trial and post-trial confinement for prisoners with sentences to confinement up to but not exceeding 10 years. These facilities may also temporarily hold prisoners for post-trial court appearances, or those pending transfer.

l. Level III. Unless further restricted by the Service Secretary or Military Department, Level III MCFs provide pre-trial and post-trial confinement for prisoners with sentences to confinement up to and exceeding 10 years, to include life, life without parole, and death. These facilities may also temporarily hold prisoners for post-trial court appearances, or those pending transfer.

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m. Medical practitioner means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

n. Mental health practitioner means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

o. Prisoner means any person incarcerated, pre-trial or post-trial, in a MCF.

p. Pre-trial Confinement Facility (PCF) means a Level I MCF whose primary use is to hold military personnel pending adjudication of Uniform Code of Military Justice (UCMJ) offenses, military personnel committed to confinement after adjudication of UCMJ charges for sentences [normally] of 30 days or less, or persons adjudicated guilty who are awaiting transfer to a applicable MCF.

q. Security staff means employees primarily responsible for the supervision and control of prisoners in housing units, recreational areas, dining areas, and other program areas of the facility.

r. Staff means employees.

s. Substantiated allegation means an allegation that was investigated and determined to have occurred.

t. Unfounded allegation means an allegation that was investigated and determined not to have occurred.

u. Unsubstantiated allegation means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

v. Volunteer means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

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6. Definitions Related to Sexual Abuse. For the purposes of this MOA, sexual abuse includes:

- a. Sexual abuse of a prisoner by another prisoner; and
- b. Sexual abuse of a prisoner by a staff member, contractor, or volunteer.

7. Definitions Related to Sexual Harassment. For the purposes of this MOA, sexual harassment includes:

- a. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one prisoner directed toward another; and
- b. Repeated verbal comments or gestures of a sexual nature to a prisoner by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

8. DON CONUS MCFs

a. Navy

(1) Naval Consolidated Brig (NAVCONBRIG) Miramar, San Diego, CA (Level II male and female; Level III female);

(2) NAVCONBRIG Miramar Detachment Pearl Harbor, Pearl Harbor, HI (Level I male and female);

(3) NAVCONBRIG Charleston, Charleston, SC (Level II male);

(4) NAVCONBRIG Chesapeake, Chesapeake, VA (Level I female, II male); and

(5) Naval Air Station Jacksonville PCF, Jacksonville, FL (Level I male and female).

b. Marine Corps

(1) Marine Corps Base (MCB) Camp Lejeune PCF, Camp Lejeune, NC (Level I male);

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- (2) MCB Camp Pendleton PCF, Camp Pendleton, CA (Level 1 male);
- (3) Marine Corps Air Station (MCAS) Yuma PCF, Yuma, AZ (Level 1 male);
- (4) MCB Okinawa Brig, Okinawa Japan (Level 1 male and female); and
- (5) MCAS Iwakuni PCF, Iwakuni Japan (Level 1 male).

9. Applicable PREA Standards Requiring Inter-Agency support to DON MCFs. The following reference (d) PREA standards associate with applicable medical and mental health, and investigative agencies for which DON MCFs will require support. As noted below, DON MCFs shall provide applicable medical/mental health, and investigative agencies with access to applicable training materials or web-site for supporting staff employed within DON MCFs.

a. BUMED

- (1) § 115.15 (a) and (e) (body cavity searches);
- (2) § 115.21 (c) (forensic medical examinations);
- (3) § 115.35 (b) (specialized training, medical and mental health care);
- (4) § 115.81 (medical and mental health screenings, history of sexual abuse);
- (5) § 115.82 (access to emergency medical and mental health services); and
- (6) § 115.83 (ongoing medical and mental health care for sexual abuse victims and abusers).

b. NCIS

- (1) § 115.21(a) (uniform evidence protocols);
- (2) § 115.22 (a) (criminal investigations);
- (3) § 115.34 (b) (specialized training, investigations); and
- (4) § 115.71 (b), (c), (d), (e), (f)(2), (f)(2)(g) (criminal and administrative investigations).

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c. MCFs

(1) § 115.31 and 32 (specialized training, medical and mental health care); and

(2) § 115.35 (specialized training, medical and mental health care).

10. All Parties agree to develop and implement necessary policies and procedures to satisfy the applicable requirements of PREA with strict enforcement measures and universally high standards.

11. Points of Contact

a. Navy Corrections: Mr. William E. Peck, Director, Corrections and Programs Office (PERS-00D), Navy Personnel Command, (901) 874-4442, [william.peck@navy.mil](mailto:william.peck@navy.mil);

b. Marine Corps Corrections: CWO4 Thomas D. Clark, Law Enforcement and Corrections (PSL Corrections), Headquarters, U.S. Marine Corps, (703) 604-4503, [thomas.d.clark@usmc.mil](mailto:thomas.d.clark@usmc.mil);

c. BUMED: Cindi L. Palacios, LCDR, MSC, USN, Sexual Assault Prevention and Response Officer - M1B, Bureau of Medicine and Surgery, 7700 Arlington Blvd Ste 5125, Falls Church, VA 22042, (703) 681-9242, BB: (202) 431-8789, [Cindi.Palacios@med.navy.mil](mailto:Cindi.Palacios@med.navy.mil); and

d. NCIS: SSA Michael Defamio, Family and Sexual Violence Unit, NCIS HQ Quantico, VA, (571) 305-9549, [michael.defamio@navy.mil](mailto:michael.defamio@navy.mil).

12. Effective Date. This agreement is effective upon signature of all parties and shall remain in force until terminated by mutual agreement of the parties but not exceed nine years.

13. Amendments. Parties may initiate reviews or propose amendments whenever conditions warrant. Any changes to this agreement shall be in writing and subject to the approval of all parties. This agreement shall be reviewed annually, or at such other time periods as mutually agreed between the parties, to determine whether it should be continued, modified or terminated.

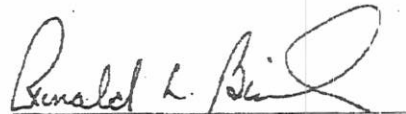
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14. Formalization and Acceptance. Affixing the signature of the parties on the document constitutes formalization and acceptance of this MOA.



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WILLIAM F. MORAN  
Vice Admiral, U.S. Navy  
Deputy Chief of Naval Operations  
Manpower, Personnel, Training and Education /  
Chief of Naval Personnel



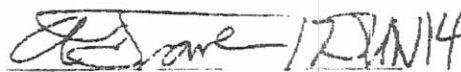
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RONALD L. BAILEY  
Lieutenant General, U.S. Marine Corps  
Deputy Commandant Manpower,  
Plans, Policies and Operations  
Headquarters, U.S. Marine Corps



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MATTHEW L. NATHAN  
Surgeon General of the Navy  
Vice Admiral, U.S. Navy  
Chief of the Navy's Bureau of Medicine and  
Surgery



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ANDREW L. TRAVER  
Senior Executive Service  
Director  
Naval Criminal Investigative Service



### COORDINATION PAGE

<u>Office/Dept</u>	<u>Point of Contact/Title</u>	<u>Phone</u>	<u>Date</u>
NCIS	SA Andrew L. Traver, SES Director, NCIS	(571) 305-9000	12 Jun 14
HQMC (PP&O)	LtGen Ronald L. Bailey Deputy Commandant (PP&O)	(703) 614-8552	25 Jun 14
BUMED	VADM Matthew I. Nathan Surgeon General of the Navy. Chief, Bureau of Medicine and Surgery	(703) 681-9025	7 Jul 14
PERS-00J	CAPT Mark C. Holley Legal Counsel	(901) 874-3159	<i>M.C.H.</i> <u>7 NOV 14</u>
BUPERS-00BB	Ms. Diane L. Iofink ADCNP/DCNPC	(901) 874-3010	<u>DI</u> <u>7 NOV 14</u>
BUPERS-00B	RDML David F. Steindl DCNP/CNPC	(901) 874-3000	<u>DS</u> <u>12/9/14</u>