

mecasa

MAINE COALITION AGAINST SEXUAL ASSAULT

March 5, 2025

Senator Hickman, Representative Supica, and Members of the Joint Standing Committee on Veterans and Legal Affairs:

My name is Elizabeth Ward Saxl, and I am submitting testimony today on behalf of the Maine Coalition Against Sexual Assault (MECASA), the organization which represents and serves Maine's sexual violence prevention and response programs as well as Maine's Children's Advocacy Centers. MECASA initiates and advocates for victim-centered public policy; provides expert training, technical assistance, and resources for providers and partners; and funds the service providers in your communities.

MECASA is here today in support of LD 662, "An Act to Fund Military Sexual Trauma Liaisons." We want to thank Representatives Rielly for sponsoring this legislation.

On a national level, women in the military experience sexual harassment at a rate of 1 in 4 and sexual assault at a rate of 1 in 16, and men in the military experience sexual harassment at a rate of 1 in 16 and sexual assault at a rate of 1 in 143.¹

And only about a third of victims report their assault and many instances happen outside of a military installment leading to more complex jurisdictional and reporting issues.²

Last session several recommendations from the Governor's Advisory Council on Military Sexual Trauma were enacted, including:

- collecting important data about sexual assault and sexual harassment in the Maine National Guard,

¹ See https://www.rand.org/pubs/research_reports/RRA1318-1.html

² *Id.*

- providing paid leave to active Maine National Guard members while investigations of sexual assault and sexual harassment are pending, and
- and authorizing victims' compensation funds for members of the Maine National Guard that submit unrestricted reports of sexual assault or sexual harassment.

This bill continues the forward momentum to support members of the National Guard by implementing another essential recommendation of the Advisory Council: providing funding for a military liaison to help coordinate community response and access to resources across the state for National Guard members experiencing sexual violence and funding the critical programming provided through Sisters in Arms.

The liaison would be responsible for coordinating the community-based portion of the programming outlined in the attached MOU (another recommendation of the Advisory Council) which became effective last week. The position would play an integral role in supporting National Guard victims and survivors, ensuring that there is someone connecting between the National Guard and community-based sexual violence victim services on behalf of these members who are experiencing harm. Ensuring that victims and survivors are receiving all the support and resources that they need and providing flexibility for their preferences as they move between their National Guard service and their communities is another key step in the important work of helping our Maine National Guard members. This represents a significant expansion of work, that is currently unfunded.

Pursuant to the MOU to support this work, MECASA is charged with:

- collaborating with the Maine National Guard to develop materials on military sexual trauma and reporting options in the National Guard through MECASA's advanced advocate training,
- providing the National Guard with free webinars and trainings available to community-based sexual assault center staff,
- working with sexual assault support centers and National Guard SAPR Professionals to ensure the SAPRs attend the 40-hour advocate training, and

- providing at least training to the National Guard as requested by SAPR staff, including criminal justice training, PFA training, Title IX training, or prevention strategies training.

While Maine's sexual assault support centers support all survivors, regardless of where the abuse occurred, we recognize the importance of the services provided through Sisters in Arms, and want to strongly encourage this committee to support funding for them. We have been working for several years now to access ongoing grant funding to support their programming and have been unsuccessful. Sisters in Arms provides services – including shelter– that our sexual assault support centers do not. In addition, part of the path to healing for these survivors of sexual violence in the military centers is connecting with others who have shared experience – who understand the unique dynamics of sexual violence within the military. Our national guard members, our active duty military members, and our veterans deserve the best support we can provide. And that starts with Sisters in Arms.

Thank you for your consideration. We hope you will support LD 662 and would be pleased to answer any questions you might have.

About Maine's Sexual Assault Service Providers

One in five Mainers will experience sexual assault at some point in their lifetime.³ Each year, 19,000 Mainers will experience sexual violence.⁴

Maine's sexual violence service providers provide free and confidential services across the state to victims/survivors of sexual harassment and sexual assault and those close to them, as well as to individuals who wish to increase their understanding of the issues. Just some of the services include a 24-hour statewide sexual assault helpline, crisis intervention and information, support groups, in-person accompaniment and advocacy through the medical and legal systems, and school- and community-based prevention education. Services are provided for a victim/survivor regardless of when they experienced sexual violence, and regardless of what type of sexual violence they experienced. Types of sexual violence include, but are not limited to, sexual harassment and gender-based bullying, child sexual abuse, elder sexual abuse, stalking, sex trafficking, and sexual violence within an intimate partner relationship.

24/7 Confidential
Maine Sexual Assault Helpline: 1-800-871-7741

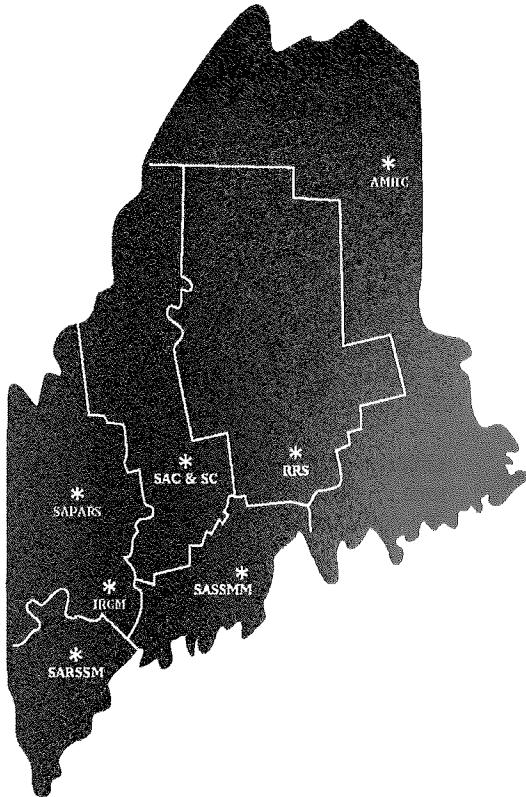
³ Dumont, R. & Shaler, G. (2022). *Maine Crime Victimization Report: Informing public policy for safer communities*. Muskie School of Public Service, University of Southern Maine.

⁴ *Ibid.*

mecasa

**MAINE COALITION AGAINST
SEXUAL ASSAULT**

info@mecasa.org | mecasa.org
207-626-0034



**STATEWIDE
SEXUAL ASSAULT HELPLINE
1-800-871-7741**

Free. Private. 24/7.

MAINE'S SEXUAL ASSAULT SUPPORT CENTERS

AMHC Sexual Assault Services (AMHC)

Serving Aroostook, Hancock, & Washington Counties •
amhsexualassaultservices.org

Immigrant Resource Center of Maine

Serving Androscoggin & Cumberland Counties • ircofmaine.org

Rape Response Services (RRS)

Serving Penobscot & Piscataquis Counties • rrsonline.org

Sexual Assault Prevention & Response Services (SAPARS)

Serving Androscoggin, Oxford & Franklin Counties and the towns of
Bridgton & Harrison • sapars.org

Sexual Assault Crisis & Support Center (SAC & SC)

Serving Kennebec & Somerset Counties • silentnomore.org

Sexual Assault Response Services of Southern Maine (SARSSM)

Serving Cumberland & York Counties • sarsonline.org

Sexual Assault Support Services of Midcoast Maine (SASSMM)

Serving Eastern Cumberland, Sagadahoc, Knox, Waldo & Lincoln
Counties • sassmm.org

MORE SEXUAL VIOLENCE SERVICES

Maine TransNet • mainetrans.net • info@mainetransnet.org

Wabanaki Women's Coalition • wabanakiwomenscoalition.org
207-763-3478

Aroostook Band of Micmacs, Domestic & Sexual Violence
Advocacy Center • 207-551-3639

Houlton Band of Maliseets, Domestic & Sexual Violence
Advocacy Center • 207-532-6401

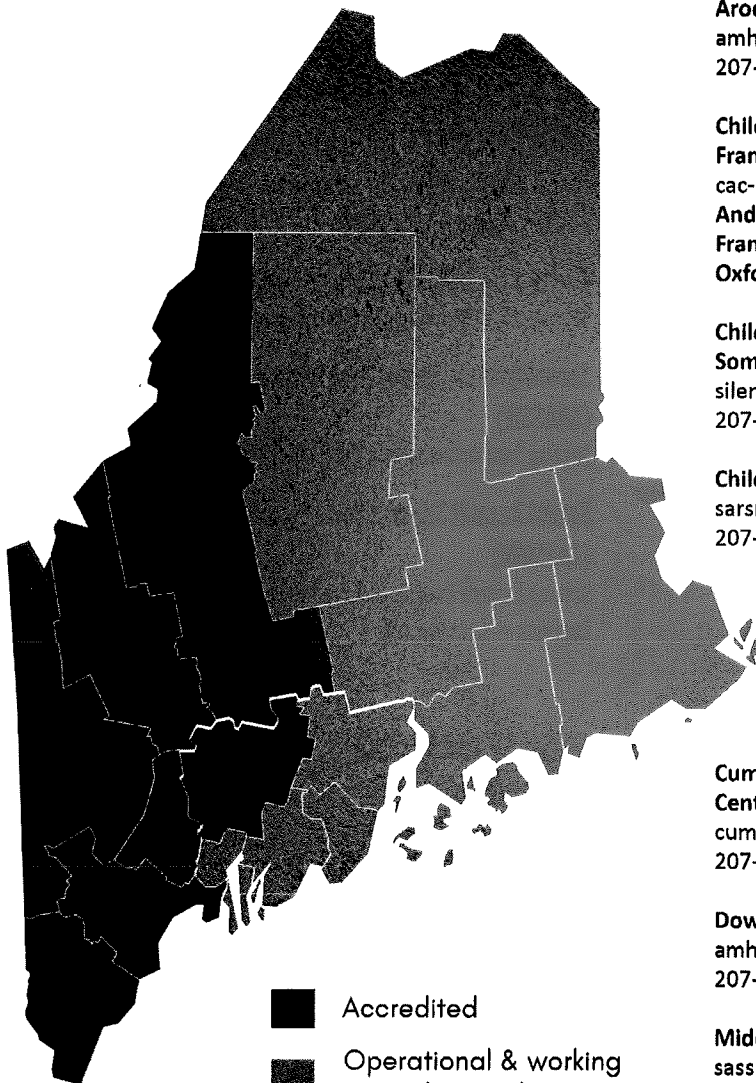
Indian Township Passamaquoddy, Domestic & Sexual
Violence Advocacy Center • 207-214-1917

Passamaquoddy Peaceful Relations • 1-877-853-2613

Penobscot Indian Nation, Domestic & Sexual Violence
Advocacy Center • 207-631-4886



Maine's Children's Advocacy Centers



- Accredited
- Operational & working toward accreditation

Aroostook County Children's Advocacy Center
amhcsas.org
207-472-6134

Children's Advocacy Center of Androscoggin, Franklin, and Oxford Counties
cac-af.o.org
Androscoggin: 207-784-0436
Franklin: 207-778-9777
Oxford: 207-739-1228

Children's Advocacy Center of Kennebec & Somerset Counties
silentnomore.org/about-our-cac
207-861-4491

Children's Advocacy Center of York County
sarsmm.org
207-459-2380

Cumberland County Children's Advocacy Center
cumberlandcountycac.org
207-879-6160

Downeast Children's Advocacy Center
amhcsas.org
207-255-3687

Midcoast Children's Advocacy Center
sassmm.org
207-522-7162

Penquis Children's Advocacy Center
penquiscac.org
207-974-2469

**Memorandum of Understanding between the Maine National Guard
(MENG) and Maine Coalition against Sexual Assault (MECASA) to
provide Training & Services to End Sexual Harassment and Sexual
Assault Within the Maine National Guard**

WHEREAS, on a national level, women in the military experience sexual harassment at a rate of 1 in 4 and sexual assault at a rate of 1 in 16;¹ and

WHEREAS, on a national level, men in the military experience sexual harassment at a rate of 1 in 16 and sexual assault at a rate of 1 in 143;² and

WHEREAS, national rates of reported sexual harassment and sexual assault within the National Guard have been rising over the past ten years;³ and

WHEREAS, many survivors of sexual violence, including survivors of sexual harassment in the National Guard, do not report their experience⁴; and

WHEREAS, when survivors do report, most criminal investigations of sexual assault within the National Guard are conducted by local law enforcement; and

WHEREAS, Maine's sexual assault centers currently support and have expertise in supporting survivors across the state when survivors are navigating a criminal investigation; and

WHEREAS, the Department of Defense's Independent Review Commission on Sexual Assault in the Military recommended that increased relationships between the military and community based sexual assault advocacy organizations is an important tool to support survivors;⁵ and

WHEREAS, the Maine Coalition Against Sexual Assault and the Maine National Guard have come together to collaborate to provide trainings for each other's organizations and to provide direct services to survivors of sexual harassment and sexual assault in the Maine National Guard; and

¹ See https://www.rand.org/pubs/research_reports/RRA1318-1.html

² See https://www.rand.org/pubs/research_reports/RRA1318-1.html

³ See <https://armedservices.house.gov/2022/1/subcommittee-on-military-personnel-hearing-jurisdiction-investigation-and-prosecution-of-sexual-assault-and-harassment-in-the-national-guard>

⁴ "In 2019, the military services and the National Guard Bureau processed and investigated over 1,600 formal and informal complaints of sexual harassment. However, in a survey of active-duty service members in 2018, approximately 119,000 individuals reported experiencing sexual harassment in the previous 12 months." See https://www.rand.org/pubs/research_reports/RRA1318-1.html

⁵ See <https://media.defense.gov/2021/Jul/02/2002755437/-1/-1/0/IRC-FULL-REPORT-FINAL-1923-7-1-21.PDF/IRC-FULL-REPORT-FINAL-1923-7-1-21.PDF>

WHEREAS, the partners listed below agree to participate in a project with the goals of strengthening their partnerships, increasing their capacity to provide quality services, identifying needs, and developing a lasting plan to address those needs; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth their roles and responsibilities.

1. DESCRIPTION OF PARTIES

a. Maine National Guard The Maine National Guard (hereinafter MENG) is comprised of two distinct entities; The Maine Army National Guard (MEARNG) and the Maine Air National Guard (MEANG). Each of these entities are subject to the regulations of their respective Service. Both organizations are commanded by the Adjutant General for the State of Maine. The MENG is a professional organization of Soldiers and Airmen serving in all the communities within the state of Maine. The MENG provides trained units to the nation equipped and ready to defend the United States and its interests all over the globe. The Maine National Guard has the distinction of having existed as an organization prior to the establishment of the United States. National Guard members typically train and serve one weekend each month, with fifteen or more additional training days each year, although it is not uncommon that National Guard members participate in longer training periods or deployments throughout their career.

b. Maine Coalition Against Sexual Assault The Maine Coalition Against Sexual Assault (hereinafter MECASA) is organized to end sexual violence in Maine, and to ensure that there will be ongoing support and services for victims and survivors. For over 40 years, MECASA has represented and served Maine's sexual assault support programs. MECASA works toward ending sexual violence by providing public policy advocacy, assistance to Maine's sexual assault support programs, public awareness and prevention activities, and statewide training. MECASA is committed to enhancing sexual assault support services and prevention in those fields where historically marginalized populations are supported, and services are trusted. MECASA provides training and technical assistance on population-specific considerations and services, multidisciplinary teams, and co-delivery of services with partner agencies.

2. DEFINITIONS

As used in this Memorandum, unless the context otherwise indicates, the following terms have the following meanings.

a. "Affirmative consent" means consent to sexual activity that can be revoked at any time. "Affirmative consent" does not include silence, lack of resistance or consent given while intoxicated.

b. "Domestic abuse" as defined by Department of Defense Instruction (hereinafter DODI) 6400.06, December 15, 2021, Incorporating Change 3, July 11, 2024, means a

pattern of behavior resulting in emotional or psychological abuse, economic control, or interference with personal liberty that is directed toward a person who is a: Current or former spouse; Person with whom the alleged abuser shares a child in common; Current or former intimate partner with whom the alleged abuser shares or has shared a common domicile; or Person who is or has been in a social relationship of a romantic or intimate nature with the accused and determined to be an intimate partner (as defined in this issuance).

c. "Consent" as defined by Department of Defense Directive, (hereinafter DODD) 6495.01, January 23, 2012, Incorporating Change 5, November 10, 2021, means a freely given agreement to the conduct at issue by a competent person. An expression of lack of consent through words or conduct means there is no consent. Lack of verbal or physical resistance or submission resulting from the use of force, threat of force, or placing another person in fear does not constitute consent. A current or previous dating or social or sexual relationship by itself or the manner of dress of the person involved with the accused in the conduct at issue shall not constitute consent. A sleeping, unconscious, or incompetent person cannot consent.

d. "Intimate partner" as defined by DODI 6400.06, December 15, 2021, Incorporating Change 3, July 11, 2024, within the context of eligibility for Family Advocacy Program services, a person who is or has been in a social relationship of a romantic or intimate nature with the alleged abuser, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the person and the alleged abuser. An intimate partner is informed by, but not limited to, the totality of factors such as: Previous or ongoing consensual intimate or sexual behaviors. History of ongoing dating or expressed interest in continued dating or the potential for an ongoing relationship (e.g. history of repeated break-ups and reconciliations). Self-identification by the victim or alleged abuser as intimate partners or identification by others as a couple. Emotional connectedness (e.g., relationship is a priority, partners may have discussed a future together). Familiarity and knowledge of each other's lives

e. "Personally identifiable information" (*MECASA*) means information about an individual that may directly or indirectly identify that individual. In the case of a victim of domestic violence, dating violence, sexual assault, or stalking, it also means information that would disclose the location of that individual. Personally identifiable information includes information such as an individual's name, address, other contact information, and social security number, but it also can include information such as an individual's race, gender identity, sexual orientation, birth date, or number of children if, in the particular circumstances, that information would identify the individual. Personally identifying information also may include information that is encoded, encrypted, hashed, or otherwise protected.⁶

f. "Personally identifiable information" (*MENG*) Department of Defense Directive 5400.11R, Department of Defense Privacy Program defines Personal information as

⁶ Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2)) – USDOJ, <https://www.justice.gov/ovw/page/file/1006896/download>

information about an individual that identifies, links, relates, or is unique to, or describes him or her, e.g., a social security number; age; military rank; civilian grade; marital status; race; salary; home/office phone numbers; other demographic, biometric, personnel, medical, and financial information etc. Such information is also known as personally identifiable information (i.e., information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, including any other personal information which is linked or linkable to a specified individual).

g. "Sexual harassment" as defined by DODI 1020.03, February 8, 2018, Incorporating Change 2, December 20, 2022, conduct that: Involves unwelcome sexual advances, requests for sexual favors, and deliberate or repeated offensive comments or gestures of a sexual nature when: Submission to such conduct is, either explicitly or implicitly, made a term or condition of a person's job, pay, or career; Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person; or Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Is so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the environment as hostile or offensive. Any use or condonation, by any person in a supervisory or command position, of any form of sexual behavior to control, influence, or affect the career, pay, or job of a member of the Armed Forces or a civilian employee of the Department of Defense. Any deliberate or repeated unwelcome verbal comments or gesture of a sexual nature by any member of the Armed Forces or a civilian employee of the Department of Defense. There is no requirement for concrete psychological harm to the complainant for behavior to constitute sexual harassment. Behavior is sufficient to constitute sexual harassment if it is so severe or pervasive that a reasonable person would perceive, and the complainant does perceive, the environment as hostile or offensive. Sexual harassment can occur through electronic communications, including social media, other forms of communication, and in person.

h. "Sexual assault" as defined by DODI 6495.02, Volume 1, March 28, 2013, Incorporating Change 8, July 26, 2024, intentional sexual contact characterized by the use of force, threats, intimidation, or abuse of authority or when the victim does not or cannot consent. As used in this Instruction, the term includes a broad category of sexual offenses consisting of the following specific UCMJ offenses: rape, sexual assault, aggravated sexual contact, abusive sexual contact, forcible sodomy (forced oral or anal sex), or attempts to commit these offenses.

i. "Sexual assault support center" as defined by 22 M.R.S.A §1662, and further defined in 16 M.R.S.A. §53-A means community-based agencies or programs whose primary mission is to prevent and respond to sexual violence,

j. "Sexual violence" MECASA defines sexual violence as any type of sexual activity committed by one person without the consent of the other. It may involve the use of threats, force, or any other form of coercion or intimidation. Sexual contact with a person

who is unable to give consent is also sexual violence. MECASA will accept referrals to support any sexual violence survivor even those not eligible for relief federal regulations.

k. "Stalking" means conduct that constitutes the crime of stalking under 17-A M.R.S.A. § 210-A, specifically if an "actor intentionally or knowingly engages in a course of conduct directed at or concerning a specific person that would cause a reasonable person:

- (1) To suffer serious inconvenience or emotional distress;
- (2) To fear bodily injury or to fear bodily injury to a close relation;
- (3) To fear death or to fear the death of a close relation;
- (4) To fear damage or destruction to or tampering with property; or
- (5) To fear injury to or the death of an animal owned by or in the possession and control of that specific person

l. "Trauma of primary concern" means the type of violence (domestic or sexual violence, as defined above) that victims/survivors identify as their most pressing concern or need. Domestic and sexual violence victims/survivors often experience a wide array of intersecting traumas and/or types of violence and people's needs are dynamic and may change or evolve over time.

m. "Warm referral" means that the referring agency, with the victim/survivor's consent, provides the name, contact information, and brief synopsis of work to date to the partner agency for the purposes of follow up, or otherwise actively supports the victim/survivor's ability to access the partner agency's services. This may take the form of a three-way, live conversation (via telephone, encrypted video chat, or in person) including advocates from the two agencies and the victim/survivor. A voluntary, time-limited, and informed release will be required by Sexual Assault Support Center to share personally identifiable client information. Consistent with DOD policy, the MENG SAPR Professionals are prohibited from maintaining documents or documentation not created and approved by the DOD. MENG SAPR Professionals will obtain verbal consent from the victim/survivor prior to initiating the warm referral to any Sexual Assault Support Center. Additional information can be found in *Attachment B: Warm Referral Procedures*

3. CONFIDENTIALITY

MECASA and the MENG each acknowledge the central importance of providing service members and employees with confidential services and support as well as providing accurate information about the limitations of that confidentiality. Trauma-informed services necessitate that people who have experienced sexual violence are able to make informed decisions about what information they share about their experience, with whom, and possible outcomes of any disclosure. This transparency engenders trust in systems,

ensuring service members are able to continue to access needed services and supports. By respecting the wishes of victim/survivors with regards to information confidentiality and who information is shared with, MECASA and the MENG can restore some of the power and control the victim/survivor lost as a result of the traumatic event. The level of confidentiality of a given service is governed by several factors, including:

- a. Legal protections that exist for the entity or role within the entity which allow them to keep information confidential;
- b. Provisions that exist in law which require disclosure of otherwise confidential information;
- c. Requirements in law, regulation, or policy which prohibit disclosure of confidential information; and,
- d. Other policies and/or practices of the agency or institution which may result in disclosure of information which they are allowed to keep confidential but not are not prohibited

4. MECASA CONFIDENTIALITY PARAMETERS

a. **Laws Allowing MECASA To Keep Client Information Confidential:** Maine's Sexual Assault Support Centers, referred to in Maine statute as Rape Crisis Centers, have a statutory privilege under 16 M.R.S. § 53-A which means that staff members cannot be required to disclose any information containing confidential communications, including in court.

b. **Laws Requiring the Disclosure of Confidential Client Information:** Maine's Sexual Assault Support Centers' statutory privilege is limited by four provisions of state law.

(1) When a court determines the disclosure is "necessary to the proper administration of justice."⁷

(2) When acting in a professional capacity, staff of Maine's Sexual Assault Support Centers are mandated reporters of child abuse. If a staff person, "knows or has reasonable cause to suspect that a child has been or is likely to be abused or neglected or that a suspicious child death has occurred"⁸ they are required to make a report to either Child Protective Services or a district attorney, depending on the nature of

(3) the relationship between the child and the person suspected of committing the abuse.

⁷ 16 M.R.S. § 53-A

⁸ 22 M.R.S. § 4011-A

(4) When acting in a professional capacity, staff of Maine's Sexual Assault Support Centers are mandated reporters of suspected abuse, neglect, or exploitation of an incapacitated or dependent adult.⁹

(5) When the information is no longer privileged because it has been shared with a third party or shared with the advocate with a third party (without privilege) present.¹⁰

c. Provisions Prohibiting the Disclosure of Confidential Client Information: There are two provisions which guide Maine's Sexual Assault Support Centers' inability to release confidential client information.

(1) Confidentiality is one of the core values of Maine's Sexual Assault Support Centers. The policies governing these agencies including the Quality Assurance Standards require that client information be released only with the informed consent of the client or as required by law.

(2) Maine's Sexual Assault Support Centers receive funding through the federal Violence Against Women Act as well as the federal Victims of Crime Act. These two funding sources prohibit grantees from releasing any personally identifiable information related to clients unless:

- The victim provides informed written, specific, and reasonably time-limited consent to the release of the information;
- A statute compels the information be released; and/or
- A court compels the information to be released.¹¹

d. Other policies and/or practices of the agency or institution which may result in disclosure of information: There are no other policies and/or practices of Maine's Sexual Assault Support Centers. And even when subpoenaed, the centers will move to quash and/or will argue, in camera, for the continued protection of the confidential client information.

5. MENG CONFIDENTIALITY PARAMETERS

a. The MENG, as part of the Department of Defense, has very detailed and robust protections regarding the privacy of members information, including:

- (1) The Privacy Act of 1974
- (2) Healthy Insurance Portability and Accountability Act, (HIPPA)

⁹ 22 M.R.S. § 3477

¹⁰ See *generally* M.R. Evid. 502, 503 (stating that communications with lawyers are confidential when "not intended to be disclosed to any third party").

- (3) Freedom of Information Act
- (4) Department of Defense Directive 5400.11. DoD Privacy and Civil Liberties Program
- (5) DoDD 6495.01 Sexual Assault Prevention and Response (SAPR) Program
- (6) DoDM 6025.18 Implementation of the Health Insurance Portability and Privacy Act (HIPPA) Privacy Rule in DoD Health Care Programs

b. All members of the MENG have an obligation to preserve the confidentiality of a personal information. In the event of an inadvertent disclosure, steps must be taken to minimize the impact, and report a disclosure as required by law and regulation. Unauthorized disclosures do not waive confidentiality. Any disclosure of information, as required or authorized by law or regulation, must be narrowly tailored for the specific purpose, and does not authorize additional disclosures.

6. ROLES AND RESPONSIBILITIES

a. Training The Maine National Guard will deliver at least one training annually, usually in June, with a general overview of military sexual trauma (MST), reporting procedures, and changes in programming related to sexual violence in the DOD to local sexual assault support centers through an in-person training, which can be recorded, or a recorded webinar training. The MENG may partner with the Veterans Health Administration (VHA) to provide more detailed training on MST. This training will be provided at no cost to participants and should be available to the public.

b. In addition, in the next year following this agreement, the MENG will collaborate with MECASA staff to develop materials on military sexual trauma and reporting options in the MENG through MECASA's advanced advocate training. Neither party will charge for creating or providing these materials and trainings.

c. MECASA will provide MENG with the opportunity to attend webinars and trainings available to community based sexual assault center staff. No fee will be charged for these trainings.

d. In addition, MECASA will work with sexual assault support centers to coordinate the attendance of MENG SAPR Professionals at a community based sexual assault support center forty-hour training. The intent is for the MENG SAPR Professionals to attend within one year of their hire to a SAPR position. If the training cannot be made available during the employee's regular work hours, the training may be delayed until one is available during their regular work hours.

e. Finally, MECASA will offer at least one training per year and resource dependent specifically to the MENG as requested by SAPR staff, including but not limited to criminal

justice system training, Protection from Abuse training, Title IX training, or prevention strategies training.

f. In general, parties will not charge each other fees to provide trainings, and the hosting organization will cover the costs of the training, such as facility and other associated costs.

7. WARM REFERRALS

a. The Maine National Guard will offer a warm referral to a local sexual assault support center to every survivor of sexual violence that discloses to a credentialed SAPR professional. At a minimum, that will include the sharing of the packet described in subsection C with an offer to call the sexual assault support center or hotline together. When possible and appropriate for a specific case, the MENG may also use physical space at a local sexual assault support center as outlined below or arrange for an in-person meeting with a community based sexual assault advocate at a courthouse. The latter option will always be offered if a survivor is planning to file for a Protection from Harassment or Protection from Abuse complaint.

b. MECASA member centers will offer warm referral to MENG SAPR services if they are working with a MENG member. At a minimum, that will include sharing the packet of information described in subsection C with an offer to call a MENG SAPR Professional to ask any National Guard specific questions in a de-identified way. The community based sexual assault advocate may also offer to support the survivor in a direct conversation with MENG SAPR staff, if the survivor wishes to have a direct conversation with MENG SAPR staff.

c. To the greatest extent possible, local sexual assault support centers will make space at a local member center available to MENG service members who wish to meet with MENG SAPR staff off MENG properties. In addition, local member centers will prioritize assisting in the filing of PFHs and PFAs for MENG victim/survivors and will prioritize those cases for civil legal referrals so long as the victim/survivor consents.

8. INFORMATION SHARING

a. Within six months of the signing of this agreement, MENG will provide to all sexual assault support centers across the state, a set of packets of materials to include at least (1) the current contact information and role of each SAPR Professional across the state, (2) an overview document of the role of SAPR Professionals including information about mandated reporting, including internal sexual assault mandated reporting and duty to warn requirements, (3) the DOD developed *Victim Reporting Options Guide*, (4) a non-exhaustive list of potential interim measures available with an unrestricted report, (5) a guide for the possible ways a restricted report would become unrestricted, and (6) the DOD developed outreach informational sheets for the *CATCH a Serial Offender (CATCH)* program.

b. Within six months of the signing of this agreement, MECASA will provide to the State lead SAPR professional a set of packets of materials to be distributed to the MENG SAPR team to include (1) a list of the member centers across the state, (2) a list of services the sexual assault support centers offer, (3) the packet for filing a Protection from Abuse and Protection from Harassment case, (4) a military specific guide on filing PFHs and PFAs, which MECASA will develop with input from the MENG, and (5) a list of possible civil legal remedies for sexual violence survivors.

c. Each organization will check in every six months to make sure the other organization has sufficient supplies and provide replacement materials as needed. The documents can be provided digitally or printed based on the preference of the providing agency.

9. DATA SHARING

MECASA will share de-identified, aggregate data as requested by Maine National Guard. Maine National Guard will share a copy of the annual report submitted by the Maine National Guard pursuant to 37-B MRSA §3, sub-§1, ¶¶D, sub-¶¶25 and sub-¶¶26.

10. MINIMIZING BARRIERS IN INTIMATE PARTNER CASES

a. Per DODI 6400.06, DOD Coordinated Community Response to Domestic Abuse Involving DOD Military and Certain Affiliated Personnel, in cases of sexual assault by an intimate partner, MENG SAPR Professionals, with the consent of the victim/survivor, will initiate a warm referral to the Director of Psychological Health who will coordinate appropriate and safe support services.

b. Domestic and sexual violence victims/survivors often experience a wide array of intersecting traumas and/or types of violence. For the purposes of this document, "trauma of primary concern" will refer to the type of violence (domestic or sexual violence, as defined above) that victims/survivors identify as their most pressing concern or need. People's needs are dynamic and may change or evolve over time.

c. In cases where the trauma of primary concern is sexual violence, referrals should be made to the community based sexual assault support center.

11. AGREEMENT NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

a. The collaboration service area includes the State of Maine.

b. We will collaborate to ensure our respective staff and those of the sexual assault support centers are trained in and receive ongoing support to understand the culturally specific concerns of survivors of sexual harassment and assault in the Maine National Guard.

c. We will ensure that each sexual assault support center and key members of the National Guard (Staff Judge Advocate, Integrated Primary Prevention staff, Provost Marshal, and credentialed SAPR Professionals) are trained in and provided detailed information about the services available through the other organizations.

d. We will ensure that, so long as victim/survivors consent, a warm referral will be made to the local sexual assault support center or the MENG SAPR team.

e. We, the undersigned, have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

f. We also agree to meet biannually to review objectives for any upcoming trainings, discuss any issues with referrals, and coordinate future collaboration.

g. This agreement may be amended based on agreement of all parties confirmed in writing.

h. This document encompasses the entire agreement of the parties.

12. THIS AGREEMENT IS EFFECTIVE UPON SIGNATURE OF BOTH PARTIES AND WILL EXPIRE TWO YEARS AFTER SIGNATURE.

For the Maine Coalition for Sexual Assault:

For the Maine National Guard:



ELIZABETH WARD SAXL
Executive Director

DUNN,DIANE.LY Digitally signed by
DUNN,DIANE.LYNN.1007178464
NN.1007178464
Date: 2025.03.14 15:02:18
+0500

DIANE L. DUNN
BG, MENG
The Adjutant General

DATE: 2.25.2025

DATE: