

MEMORANDUM OF UNDERSTANDING
BETWEEN
COCHISE FAMILY ADVOCACY CENTER, INC.
AND
THE FOLLOWING PARTICIPATING AGENCIES:
COCHISE COUNTY ATTORNEY'S OFFICE and
COCHISE COUNTY

We, the undersigned agency, the Cochise County Attorney's Office (CAO), and Cochise County, through the Board of Supervisors, agree to the following policy supporting the creation, development and implementation of the Cochise Family Advocacy Center, Inc., (CFAC)

The mission of CFAC is to compassionately support and promote the well-being of children and adult victims through comprehensive services in a neutral, friendly environment.

We recognize that victims who have been abused have specific needs and may be in a fragile state through no fault of their own. Our current systematic response to the needs of abused children in Cochise County includes a wide array of professional services from both public and private sectors. The development of CFAC is a culmination of years of effort to increase our capacity to respond to the needs of abused children, adults, and the elderly. A coordinated, collaborative and systematic response enhances the investigative process and provides for the immediate medical and therapeutic treatment therefore improving the welfare of these individuals.

Having recognized these things, we support the creation, development and implementation of a victim-oriented program, which will establish a cooperative effort between CFAC and the CAO.

The CAO's execution of these responsibilities, in conjunction with the efforts of other partnering agencies, will be defined by the Protocol and Policies. We agree to support the provisions as outlined in this MOU. We acknowledge that the multi-disciplinary team approach through the institution of CFAC will serve to enhance the individual efforts of each agency. We acknowledge that through these respective agencies, and through community support and awareness, CFAC will help to unify our community to ensure the protection and preservation of the victims of Arizona.

General Provisions

1. CAO will work with and assist CFAC to ensure that the best interests and protection of victims will be served.
2. CAO will participate at CFAC as resources allow.

3. All reasonable efforts will be made by the CAO to coordinate each step of the investigative process in order to minimize the number of interviews and medical exams to which the victim is subjected.
4. CAO will participate in regularly established multi-agency case reviews.
5. CAO will agree to assist, to a reasonable level, CFAC with the collection of information for case tracking purposes. Cases tracked will be those presented to CFAC only.
6. CAO will be invited and encouraged to attend training sponsored by CFAC.
7. All CFAC volunteers must meet the criteria set forth by CFAC in order to qualify as volunteers.
8. It is expressly understood that the CAO will work within its office mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing that agency.
9. All professionals/organizations participating at CFAC agree to provide specially trained professionals with skills in interviewing, assessment, and investigation to handle appropriate cases of victim sexual and physical abuse.
10. Any conflicts or divergence from protocols and procedures that occur regarding cases being addressed by CFAC shall be discussed and evaluated at the multi-disciplinary team meeting to define a solution acceptable to all parties.
11. CAO participating at CFAC, within the bounds allowed by law, agrees to maintain confidentiality of all records and information. And further agrees not to release any records or information on any victim abuse cases except as it relates to legitimate program operations of their agency.

- a. The CAO further agrees to comply with any and all federal and state laws, rules and regulations regarding the confidentiality of medical information and health care records. To the extent such requirements apply to this Agreement, each agency will comply with its own and the other agencies' rules, regulations and policies required by state and federal law and the Health Insurance Portability and Accountability Act and its implementing regulations (collectively "HIPAA") where applicable.
12. The CAO will notify CFAC of any media involvement related to CFAC.
13. The CAO participating at CFAC will immediately share pertinent case information as permitted by protocol and law.
14. The CAO will participate in creating and implementing CFAC protocols and procedures.
15. The CAO will not act or represent itself as an agency of CFAC in any manner that assumes or creates obligation on behalf of, or in their name(s).
16. The CAO will work to identify strategies that raise public awareness regarding prevention, identification, investigation, intervention, and treatment of victim abuse.
17. The CAO will support CFAC in meeting the Standards of Accreditation set forth by National Children's Alliance.
18. The CAO will not hold themselves out as employees or agents of each other. No party shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this

Memorandum is intended nor shall be construed to create an employer/employee relationship, or to allow the parties to exercise control over one another in the manner in which their employees or agents perform services which are the subject of this Memorandum.

19. A party shall not be responsible for the negligence or wrongful acts/omissions of another party, its officers, trustees, directors, or employees.
20. This MOU is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this MOU.

Special Agency Provisions

1. The CAO will:
 - Be responsible for assessing the legal aspects of the case in accordance with its prosecutorial role.
 - Be responsible for reviewing invoices submitted by CFAC, with the sum of \$725 per forensic medical exam per ARS 13-1414, and submitting approved invoices to the Cochise County Board of Supervisors for payment.
 - Be responsible for reviewing invoices submitted by CFAC, with the sum of \$250 per forensic interview per ARS 13-1414, and submitting approved invoices to the Cochise County Board of Supervisors for payment.
 - Be responsible for notifying the ED for CFAC immediately via email of any invoices not approved.
 - Invoices will be submitted by CFAC by the last day of each month via email delivery to be paid net 30 days from invoice date.

2. CFAC shall:

- Provide the CAO with a professional working environment including administrative and facilities support to ensure victim abuse cases are handled properly.
- Provide, at a minimum, immediate crisis intervention by specialized therapists to respond to children and non-offending caregivers during the investigation process at CFAC.
- Provide specialized, dedicated staff to conduct forensic interviews of victims alleging abuse.
- Provide victim advocacy through either dedicated staff and/or involvement from mental health staff.
- Facilitate regularly scheduled review of cases presented at CFAC.
- Facilitate regularly scheduled peer review of forensic interviews.
- The Contractor agrees to obtain a Comprehensive General Liability Insurance policy that shall include Cochise County as an additional insured with respect to liability arising out of the performance of this MOU.

Effective Date, Modification, and Termination Provisions

1. This MOU will be effective upon signature by the participating agency, and will remain in effect for a period of one year from the date of signature, and will be considered to remain in effect unless termination provisions are initiated.
2. This MOU shall only be modified with the consent of all signatory agencies.
3. The MOU and guidelines may be terminated by written notice, submitted to all signatories. Any party may terminate the MOU by providing thirty (30) days' written notice.
4. As agencies become parties to the MOU, whether housed at the CFAC or not, they will agree to the following guidelines and provisions as outlined in this document.

Participating Agencies

Signatures contained on this document acknowledge the participation by the agency represented and affirmation that the participating agency and all members of that agency will adhere to this agreement to the best of their ability.

BRENDA PARKER, IED
COCHISE FAMILY ADVOCACY
CENTER, INC.

BRIAN MCINTYRE, County Attorney
COCHISE COUNTY
(And Approved As To Form)

DATE

DATE

PAT CALL, CHAIR
COCHISE COUNTY BOARD OF SUPERVISORS

DATE

ATTEST:

ARLETHE RIOS, CLERK OF THE
COCHISE COUNTY BOARD OF SUPERVISORS

DATE