



DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON ALASKA
AND
UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY ALASKA
AND
STATE OF ALASKA DEPARTMENT OF HEALTH AND
SOCIAL SERVICES OFFICE OF CHILDREN'S SERVICES
FOR
CHILD PROTECTIVE SERVICES

FW-MOA-1507 OR MCUC-13-15

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1. References.

- a. Department of Defense (DoD) 6025.18-R, DoD Health Information Privacy Regulation, January 2003.
- b. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 25 April 2013.
- c. Code of Federal Regulation (CFR), Title 32, Volume 3, Chapter V, Subpart G, Litigation, revised 1 July 2011.
- d. CFR, Title 45, Subchapter C, Part 160, General Administrative Requirement, 1 October 2003.
- e. CFR, Title 45, Subpart 164.522, Rights to Request Privacy Protection for Protected Health Information, 1 October 2003.
- f. Army Regulation (AR) 5-9, Area Support Responsibilities, 16 October 1998.
- g. AR 608-18, The Army Family Advocacy Program, 13 September 2011.
- h. Alaska Statutes, Title 47, Chapter 47.10.010, Jurisdiction; Guardians and Attorneys; Support, 2010.

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2. Purpose. This agreement establishes written procedures to integrate the exercise of jurisdiction vested in United States Army Garrison Alaska (USAG AK), State of Alaska Department of Health and Social Services (DHSS), Office of Children's Services (OCS), and United States Army Medical Department Activity-Alaska (MEDDAC-AK), authorities in matters involving the abuse of children of military families.

3. Problem. The State of Alaska, through the State Department of Health and Social Services, and under the authority granted by Alaska Statute 47.10.010, is responsible for the protection of abused children within the Fourth Judicial District. The Commanding Officer, USAG AK, by virtue of his inherent authority as commander, and through the specific authority granted to him under the Army Spouse and Child Abuse Program, AR 608-18, is responsible for the protection of abused children of military families within his command, as well as maintaining law, order, and discipline on the installation. The Commanding Officer's authority to provide protection for children of military families is limited, however, by the lack of a federal judicial framework in which the status of children can be adjudicated and in which appropriate, judicially managed remedies can be mandated. Fort Wainwright, therefore, relies upon the State of Alaska, which has concurrent jurisdiction on the installation to exercise its authority where necessary, in cases of abused children of military families.

4. Scope. This agreement does not purport to create additional jurisdiction nor to limit or modify the existing jurisdiction vested in the parties. This agreement supersedes all previous agreements between Alaska State juvenile authorities and Fort Wainwright pertaining to child abuse and misconduct toward children. This agreement supersedes FW-MOA-1312.

5. Understandings, agreements, support, resources, and responsibilities.

a. Definitions. For the purpose of this agreement, the following definitions apply.

(1) The State of Alaska Superior Court, hereinafter referred to as "the Court", is the court empowered with original jurisdiction to adjudicate child abuse cases in the State of Alaska.

(2) The State of Alaska, Department of Health and Social Services, Office of Children Services, hereinafter referred to as "OCS", is the agency primarily responsible for the intake, investigation, and management of child abuse cases in the State of Alaska.

(3) The Family Advocacy Program, hereinafter referred to as "FAP", is a

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Department of the Army program established by DoD which is designed to address all aspects of intervention concerned with maltreatment involving military personnel and their dependents. This intervention includes identification, evaluation, treatment and education, case management, and prevention. The FAP is responsible for coordinating the provision of human services and for interceding on behalf of victims and families.

(4) The Fort Wainwright Case Review Committee, hereinafter referred to as "CRC", is a multi-disciplinary team appointed by the USAG AK Commander. The CRC is supervised by the MEDDAC-AK Commander, and is subject to the direction of the Garrison Commander, to handle cases of military children and families where the children have been, or are suspected to be abused. The CRC will be the reviewing agency of child abuse referrals involving military family members.

(5) The Director of Emergency Services, hereinafter referred to as "DES", coordinates all law enforcement activity on Fort Wainwright, and United States Army Criminal Investigative Division (CID) is primarily responsible for investigating and coordinating certain investigations, including those of alleged child abuse. The Provost Marshal (PM) coordinates such investigation with the CID, and federal and state law enforcement authorities, as appropriate.

(6) The DES serves as the report point of contact, hereinafter referred to as the "RPOC", for Fort Wainwright and is available 24 hours a day to receive all reports of child abuse occurring on or off post. The RPOC can be reached at 907-353-7535 or 353-7710. The RPOC notifies all agencies as required by regulation and this Memorandum of Agreement (MOA).

(7) Child Abuse includes child sexual abuse and child neglect, and means the physical or mental injury, sexual abuse or exploitation, negligent treatment, or maltreatment of a child under the age of eighteen, by a person (including any employee of a residential facility or any staff person providing out-of-home care who is responsible for the child's welfare), under circumstances which indicate that the child's health or welfare is harmed or threatened thereby.

(8) An off-post incident is an act of child abuse involving a military family, which occurs beyond the boundaries of Fort Wainwright and within the jurisdiction of the North Star Borough.

(9) An on-post incident is an act of child abuse involving a military family which occurs within the boundaries of Fort Wainwright or which is referred to Fort Wainwright from

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sources outside the Fairbanks North Star Borough (e.g., a case transferred from another military installation).

(10) Military-related incident is an act of child abuse within the Fairbanks North Star Borough not involving a child of a military family but nevertheless of interest to Fort Wainwright authorities by virtue of the military status of the alleged abuser or of the occurrence of the incident on military property, and off-installation where the abuser is a service member (State of Alaska Prosecutor's office and military officials will determine who will exercise criminal jurisdiction on a case-by-case basis).

(11) Child of a military family is an unmarried child, whether a natural child, adopted child, foster child, stepchild, or ward of a military member or a civilian for whom treatment is authorized in a medical facility of the Military Services where the victim of abuse is under the age of 18 years. The term also includes an individual of any age who is incapable of self-support because of a mental or physical incapacity and for whom care in a military medical treatment program is authorized.

(12) A credible report is information that appears to be reliable and factual, or an observation which appears to be accurate, either of which supports a tentative conclusion that child abuse occurred or that further investigation is warranted.

(13) A psychosocial assessment is an application used in client casework as contrasted with law enforcement investigation methods.

(14) A case is a single victim who may be involved in one or more abuse incidents. Individual cases of members of the same family are linked by sponsor's social security number for cross-referencing.

(15) The status of the case as determined by the CRC. Status determinations:

(a) Met criteria – A case that has been fully assessed and the preponderance of available information indicates that abuse occurred. This means that evidence of abuse is of greater weight or more convincing than evidence, if any, that abuse did not occur.

(b) Did not meet criteria – The available information is insufficient to support the abuse allegation.

(16) An offender is any person who apparently caused the maltreatment of a

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child, while in a caretaker role, or the abuse of the spouse, or whose alleged act, or failure to act, substantially impaired the health or well-being of the victim.

(17) Safety planning involves the safeguarding of the victim or potential victim from physical, emotional, and sexual abuse or neglect. Safety of the reported victim and others in the household of the reported victim and/or offender will be given the first priority by the FAP.

(18) The risk assessment is a clearly defined process that uses interviews, observations and evidence to develop an accurate, reliable, understanding (and written description) of whether or not the victim is safe and unlikely to be harmed by the offender(s) in the near future. The risk assessment cannot definitively predict behavior, but can reduce errors in judgment and may be studied over time to lend more accuracy to predictions. Risk assessments will identify strengths as well as problems and limitations.

b. Report and Notification Requirements. Every Soldier and civilian member of the military community will report non-privileged information about known and suspected cases of child abuse to the RPOC or the appropriate military law enforcement agency. The RPOC will assure that notification is made to OCS of all known and suspected on-installation incidents of child abuse, in addition to notifying the appropriate team and the appropriate civilian law enforcement authorities. OCS will notify the FAP of all known and suspected reports that come to their attention, and the RPOC will make the required notifications. Information may be furnished telephonically and followed in writing within 10 working days of initial notification. After-hours reports will be accepted by the Fairbanks Police Department, North Pole Department and/or military law enforcement who will follow their respective operating procedures in these matters.

c. Intake Procedures.

(1) OCS and FAP share joint responsibility for the intake of information about child abuse. On post incidents may initially be investigated by FAP and military law enforcement personnel. Social workers participating in the investigation of on-post incidents will coordinate efforts with appropriate authorities. Prior to entering the installation for any investigation, the OCS caseworker will notify the RPOC telephonically, with identifying information (Appendix A) and request assistance. In addition, if the investigation is a CID controlled investigation, OCS shall notify and coordinate the investigation directly with the CID. Off-post incidents will be investigated by OCS with assistance of other civilian authorities, where appropriate. Where requested, and upon approval by post

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authorities, FAP social workers may assist in the investigation of an off post incident. Military related incidents occurring within the boundaries of the installation will initially be investigated by military authorities to determine the extent of military criminal and administrative interests involved, and will thereafter be reported promptly to OCS or other civilian authorities as appropriate.

- (2) All cases of suspected child abuse will be brought to the attention of FAP.

When a report of child abuse is received, FAP will immediately report information about the case to OCS. Similarly, OCS, upon receiving a report of child abuse involving the children of military families from sources other than FAP, will provide FAP the case information as expeditiously as possible.

- (3) Upon receipt of a report of an on-post incident, OCS will seek, in appropriate cases, authority for temporary protective custody through the Court. OCS will place the child(ren), arrange for the initiation of child protective proceedings, notify the parties of the hearing date and time, and initiate services. OCS will coordinate with and inform FAP of the status of such actions and proceedings, as appropriate.

- (4) Children who are removed from their homes on the installation for their own protection will be examined at the Medical Treatment Facility (MTF) if requested by FAP/OCS, as needed, prior to being taken off the installation. Parental consent for a medical examination in such cases is not required but should be obtained if possible. Sexual assault cases should be taken to the designated center.

d. FAP will:

- (1) Monitor all family cases eligible for care at the MTF. The case manager will also act as the principal point of contact (POC) for their respective cases, including coordinating with the OCS worker concerning the assessment/evaluation of the incident and taking appropriate action to protect the health/welfare of the child(ren) in cooperation with law enforcement.

- (2) Upon receiving a report of child abuse or neglect, FAP will:

- (a) Make a report on the allegation and/or the incident and provide the name of the case manager.

- (b) Inform the active duty member's commander of the incident and brief the

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commander on confidentiality after OCS has made initial contact with the family.

(c) Arrange for presentation of the case to the CRC within 30 days for evaluation and action.

(3) Coordinate case transfers within the Continental United States (CONUS) and overseas commands.

(4) Coordinate the provision of necessary psychological care and/or mental health care for offenders and other necessary clinical assessment and treatment.

(5) Coordinate inquiries regarding child abuse cases of active duty personnel at other military installations.

e. MEDDAC-AK will: Through the Patient Administration Division, handle requests for release of written information regarding clinical assessment and treatment for child abuse/neglect. Request for such information must be made in writing and include:

(1) A signed parental or guardian consent for such release of information.

(2) When parents refuse consent, in accordance with (IAW) 32 CFR 516, subpart G, a court order signed by a judge is required and must be provided to the MTF at least 14 days in advance of the date requested. Documents will only be released to the court after approval by Fort Wainwright Consolidated Legal Office.

f. OCS will:

(1) Provide a liaison worker who will be present at the bi-monthly meetings of CRC and the quarterly FAC and Domestic Violence Fatality Review Committee (DVFR) meetings for Fairbanks/North Pole/Fort Wainwright cases.

(2) Be contacted by FAP on all cases of child abuse/neglect reported to the MTF, as the agency mandated by state law to receive reports of suspected child abuse/neglect and serve as the link with the Superior Court and civilian law enforcement.

g. Court Representation: Presentation of cases to the Court is the responsibility of OCS working with the state attorney. IAW 32 CFR 516, subpart G, Army employees may be made available to testify in state court proceedings upon service of a subpoena

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signed by a judge at least 14 days in advance of the scheduled proceedings and accompanied by a brief synopsis of the nature and relevance of the expected testimony.

h. Treatment Programs:

(1) It is the policy of all parties to this agreement that, within budgeting, personnel and regulatory constraints, all available medical and social assets for use in treatment programs will be used. In all cases involving the abuse of children of military families, any assets of Fort Wainwright that are available for use in aid of treatment may be integrated into court-mandated treatment plans. Availability of assets will be determined by the CRC, with the concurrence of the MEDDAC-AK commander or the USAG FW Commander, where necessary.

(2) OCS shall exercise primary responsibility for the development and implementation of treatment programs for all off post and military-related cases and for all on-post cases in which there has been court involvement. FAP shall exercise primary responsibility for all other on-post cases on a case-by-case basis. Oversight authority for all or portions of a treatment program may be delegated by either primary responsible agency to the other with the concurrence of both in the interest of program efficiency.

(3) In the event a FAP treatment program requires intervention by the Court, OCS, working with the State attorney, will seek appropriate judicial remedies, including any necessary modifications to the existing treatment program and will assume primary responsibility for the implementation of any subsequent court-ordered treatment plan.

i. Records Access: Access to military records needed by state or local authorities for the investigation, processing, treatment or prosecution of child abuse cases will be made available by the appropriate records custodian according to applicable law and regulations. Request for medical records should be made IAW paragraph 4e of this MOA.

j. Report: FAP will make quarterly reports to the CRC on the status of all open cases up for review, involving Fort Wainwright military families; OCS will provide monthly updates to FAP.

k. Communications: Effective execution of this agreement can only be achieved through constant communication and through dialogue among and between the parties, it is, therefore, the policy of the members of this agreement that access to all parties will remain open and that the resulting channels of communication will be used whenever

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questions, misunderstandings, or complaints arise. Refer to Appendix B for contact information.

l. Foster Care: OCS agrees that it will not place any child(ren) in foster care in a military housing unit unless the receiving family has obtained written permission from the Garrison Commander and presents said documentation to OCS. OCS will report on a monthly basis to the FAP Manager the number of foster homes located on Fort Wainwright and how many children are placed in those homes.

m. Privacy of Protected Health Information (PHI):

(1) Terms used in this section shall have the same meaning as those terms in 45 CFR 160 and/or DoD 6025-18-R.

(2) Obligations and Activities of OCS. The State of Alaska, DHSS, OCS Associate:

(a) Will not use or disclose PHI other than permitted or required by agreement or Law.

(b) Will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this agreement.

(c) Will report to the MEDDAC-AK any use or disclosure of the PHI not provided by this agreement.

(d) Will mitigate, as practicable, any harmful effect known to OCS of use or disclosure of PHI by the State of Alaska, Department of Health and Social Services in violation of the requirements of this agreement.

(3) Except as otherwise limited in this agreement, OCS:

(a) May use or disclose Protected Health Information to perform functions or services for, or on behalf of, MEDDAC-AK as specified in this agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the MEDDAC-AK.

(b) May use Protected Health Information for the proper management and administration of OCS or to carry out the legal responsibilities of OCS.

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(c) May disclose PHI for the proper management and administration of OCS, provided that disclosures are required by law, or OCS obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies OCS of any instances of which it is aware in which the confidentiality of the information has been breached.

(4) Obligations of MEDDAC-AK:

(a) Upon request shall provide Business Associate with the notice of privacy practices that MEDDAC-AK produces, as well as any changes to such notice.

(b) Shall provide OCS with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect OCS' permitted or required uses and disclosures.

(c) Shall notify OCS of any restriction to the use or disclosure of PHI that the MEDDAC-AK has agreed to IAW 45 CFR 164.522.

6. General Provisions:

a. Points of Contact. The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA.

(1) USAG FW, Resource Management Office, ATTN: Manpower/ Agreement Branch at (907) 353- 7674/7676.

(2) USA MEDDAC-AK, ATTN: Resource Management Division at (907) 361-5893.

(3) OCS, Army Community Service, Family Advocacy Program Manager Army Community Service at (907) 353-7317.

b. Modification of Agreement: This MOA may be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOA may be amended by the parties without referral to the approving authority only to incorporate changes required by AR 608-18.

c. Termination: This MOA may be terminated by any Party by giving at least 30 days

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written notice to the other Parties. The MOA may also be terminated at any time upon the mutual written consent of the Parties. It is understood that the approving authority may terminate these arrangements at any time to meet the mission's needs of the Army Medical Department.

d. Effective date: This MOA takes effect beginning on the last day after the last Party signs. This agreement will be reviewed annually.

e. Expiration date: MOA will continue in effect until superseded, terminated or expires on 30 OCT 2021.

f. Cancellation of Previous Agreements: This MOA cancels and supersedes the previously signed agreement between be same parties with the subject Child Protective Services, Agreement #'s FW-MOA- 1312 and MCUC-08-13, and effective date of 16 September 2013.



COLEEN TURNER
Alaska OHSS, OCS
Fairbanks Region

11.16.2018

(Date)

CONSTANCE L. JENKINS
COL, AN
Commanding

(Date)

2 Encls

1. Appendix A – Identifying Information
2. Appendix B – Resource Agencies

SEAN N. FISHER
COL, AR
Commanding

(Date)