National Children's Alliance®
The Force Behind Children's Advocacy Centers

National Children's Alliance – Military Memoranda of Understanding

National Children's Alliance (NCA) has established seven memoranda of understanding (MOUs) with Department of Defense programs to support Children's Advocacy Centers and military partners in providing coordinated care to military families nationwide.

Accredited Children's Advocacy Centers are eligible to sign-on to participate in the NCA-military MOUs.

All MOUs are compiled in this document and include:

NCA-Military Criminal Investigative Organizations

U.S. Army Criminal Investigative Division (CID) – for Army Page 2

Naval Criminal Investigative Services (NCIS) – for Navy and Marine Corps Page 12

Department of the Air Force, Air Force Office of Special Investigations (AFOSI) – For Air Force and Space Force Page 21

NCA-Family Advocacy Programs

U.S. Army Office of the Deputy Chief of Staff, G9 - for Army Page 31

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MEMORANDUM OF UNDERSTANDING BETWEEN
U.S. ARMY CRIMINAL INVESTIGATION DIVISION (CID)
AND
NATIONAL CHILDREN'S ALLIANCE (NCA)
FOR
COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND CID FIELD ELEMENTS

The U.S. Army Criminal Investigation Division (CID) and National Children's Alliance (NCA) enter this Memorandum of Understanding (MOU) to establish a proactive, collaborative response to reports of child maltreatment on U.S. Army facilities. When referred to collectively, CID and NCA are referred to as the "Parties." All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. PURPOSE: This MOU formalizes and provides guidance on the CID's partnership with NCA and accredited CACs to coordinate forensic interviews and other investigative and support services for child victims of abuse. The agreement explains the use of CAC personnel trained in conducting forensic interviews for CID-referred cases. The MOU also clarifies the disposition of documentation or recording of an interview for a CID-referred case and storage as well as dissemination of forensic interview materials. Finally, the MOU solidifies a collaborative effort between the CID and NCA to assure comprehensive and coordinated services are provided to victims and their families in collaboration with U.S. Army Family Advocacy Program and other CAC multidisciplinary team (MDT) partners. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and CID.

2. AUTHORITIES/REFERENCES:

a. Title 10, U.S. Code.

b. U.S. Code, Title 10, Chapter 47 (also known as the Uniform Code of Military Justice (UCMJ)).

c. Executive Order 12333 (United States Intelligence Activities).

d. Department of Defense Instruction 6400.01 (Family Advocacy Program (FAP)).

e. Department of Defense Instruction 5505.03 (Initiation of Investigations by Defense Criminal Investigative Organizations).

f. Department of Defense Instruction 5505.19 (Establishment of Special Victim Investigation and Prosecution (SVIP) Capability within the Military Criminal Investigative Organizations (MCIOs)).

g. Department of Defense Instruction 4000.19 (Support Agreements).

h. Army Regulation 25-22 (The Army Privacy Program).

i. Army Regulation 25-55 (The Department of the Army Freedom of Information Act Program).

j. Army Regulation 195-2 (Criminal Investigation Activities).

k. Army Regulation 608-18 (The Army Family Advocacy Program).

l. CID Regulation (CIDR) 195-1 (Criminal Investigation Operational Procedures).

m. National Children's Alliance Standards for Accredited Members, 2017 edition.

n. U.S. Government Accountability Office Report (CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse), GAO-20-110: 12 February 2020.

3. BACKGROUND: In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of senators contacted NCA to explore possible legislative measures to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between Children's Advocacy Centers (CACs) and local military installations. Because of CAC's success and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable. In the Fiscal Year 2017 Commerce, Justice, Science, and Related Agencies (CJS) recognized CACs' work by including additional appropriations, in the amount of 1 million dollars, in the budget to conduct an assessment of a potential CAC-military relationship and encourage developing MOUs to help foster these relationships. NCA was awarded this funding through a grant from Office of Juvenile Justice and Delinquency Prevention (OJJDP).

Following NCA's assessment and discussion with DoD and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service level, not DoD, due to differences in policy and requirements between service branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference k). NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the parties determined that while this MOU memorializes an agreement between NCA and CID, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

NCA is the national association and accrediting body for CACs. The CID is responsible for investigations of crimes against children in the U.S. Army. This MOU between the NCA and CID will provide standardized understanding of collaboration and support between CID field elements and accredited CACs found within proximity to Army installations.

4. UNDERSTANDINGS OF THE PARTIES.

4.1. NCA

4.1.1. NCA is the national association and accrediting body for Children's Advocacy Centers (CACs). Formed in 1988, NCA now provides support, technical assistance, and quality assurance for nearly 900 CACs nationwide.

4.1.2. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based, trauma informed interventions, and assess cases for prosecution.

4.1.3. As community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

4.1.4. NCA provides: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the multidisciplinary team (MDT) approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; funding support through grants and special projects.

4.1.5. NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference j). To receive accreditation by NCA a CAC must meet all essential components for each of these individual standards: multidisciplinary Team (MDT); cultural competency and diversity; forensic interviews; victim support and advocacy; medical evaluation; mental health; case review; case tracking; organizational capacity; and a child-focused setting.

4.2. CID

4.2.1. The CID conducts investigations into a wide array of violations involving crimes against children. The CID complies with federal law, the Uniform Code of Military Justice (UCMJ), Department of Defense Instructions, and Army regulations, which are listed codified in CIDR 195-1. The CIDR 195-1 ensures that investigative (forensic) interviews of child/adolescent victims and witnesses are conducted in a developmentally sensitive, research-based, and legally defensible manner that also minimizes additional trauma.

4.2.2. The CIDR 195-1 recognizes the potential traumatic impact of multiple interviews of child victims/witnesses. As stated in the CIDR 195-1: "It is also critical to preserve and document the emotional/physical changes and/or adaptations the child victim has or is experiencing as a result of the traumatic event he/she experienced. Based on this knowledge, it is highly recommended the special agent employ the trauma informed interview technique to enhance the collection of important and often times fragile evidence from any individual who has been extremely stressed, or experienced fear of trauma related to the event under investigation or related to the investigation."

4.2.3. The CIDR 195-1 also emphasize resources for protecting children during criminal investigations by emphasizing use of MDTs when feasible, to reduce interviews of child victims or witnesses and to ensure services are available when needed. Finally, the CIDR 195-1 states: "Juvenile forensic interviews are conducted by experienced and trained interviewers, such as, psychologists, child welfare workers, trained therapists, specially trained special agents, or professionally trained persons working with family advocacy program personnel, or Child Protective Services."

4.2.4. The responsible entities within the CID for the purpose of this agreement are the Headquarters, Deputy Chief of Staff for Operations (G3).

4.2.5. The G3 is responsible for investigation of federal crimes against children to include child sexual abuse, sexual exploitation, pornography, production and distribution or receipt of pornographic images, human trafficking, slavery, physical abuse and neglect.

4.2.6. The G3 is also responsible for ensuring that victims of federal crimes and UCMJ offenses investigated by the CID receive the rights, assistance, information, and services to which they are entitled and which will help them cope with the impact of crime and effectively cooperate with the criminal justice process. The G3 provides oversight of the juvenile forensic interviewers or the Special Victim Investigators (SVIs)

4.2.7. The SVIs are located at the CID field elements.

4.2.8. The SVIs provide forensic interview services to ensure compliance with CIDR 195-1 for investigations involving child victims. Interviews are designed to be sensitive to victim needs and legally defensible. The SVIs are responsible for conducting victim

and witness forensic interviews, providing case consultation and training for the CID and other military law enforcement entities. The SVIs utilize a triage model and refer interviews to CACs as needed. The SVIs also provide training for other CID special agents on conducting a forensic interview utilizing the best practice protocols contained in the CIDR 195-1 and provided by Behavioral Sciences Education & Training Division of the U.S. Army Military Police School. The SVIs are located at all major military installations and provide coverage for the U.S. and internationally.

4.2.9. The SVIs are responsible for supporting the forensic interview process and providing information, assistance, referrals, and services to child victims and their families during the course of an investigation.

4.2.10. Currently, the CID is able to employ only a limited number of SVIs and far fewer than is needed to cover the child interviewing workload across the CID. To ensure effective and timely investigative responses to crimes against children and to enhance protection of child victims, it is necessary and advisable for the CID to collaborate with local agencies and organizations that provide forensic interviewing services and access to a team of multidisciplinary professionals.

5. RESPONSIBILITIES:

5.1. NCA will:

5.1.1. Conduct training that provides background information needed to prepare CACs for coordination with military partners.

5.1.2. Distribute the MOU to all accredited CACs. To participate, CAC's will be required to opt in by signing the MOU through a separate, NCA facilitated signatory process.

5.1.3. NCA will encourage accredited CACs to participate in this MOU, to enhance coordination investigative services such as forensic interviews in collaboration with CID SVIs. Additionally, the agreement entails, the participating accredited CAC provide, in collaboration with the U.S. Army Family Advocacy Program, a full array of CAC services to child victims and their families involved in CID investigations.

5.1.4. NCA will provide updated information about participating CACs and their service capabilities to CID annually.

5.1.5. NCA will provide a liaison between CID and local CACs to address concerns regarding CID led investigations and affiliated forensic interviews of children.

5.1.6. CAC's participating in this MOU through NCA facilitated process will agree to:

5.1.6.1. Screen for parent/guardian military affiliation and ensure notification to CID for cases involving U.S. Army personnel or dependents in accordance with state and local laws.

5.1.6.2. Invite CID field elements to sign on to and participate in existing CAC MDT protocols in accordance with state and local laws.

5.1.6.3. Participate in U.S. Army MDTs as requested in accordance with state and local laws and policies.

5.1.6.4. Include CID as members of the local accredited CAC MDT and invite CID partners to all MDT activities including case review in accordance with state and local laws.

5.1.6.5. Allow SVIs to observe CAC-conducted interviews in order to eliminate the need for SVIs to conduct duplicative interviews of children

5.1.6.6. Share information, including forensic interview observation and recordings with CID field elements in accordance with CAC policy, federal, state, and local laws.

5.2. CID will:

5.2.1. Authorize CID field offices to sign on to and participate in existing CAC MDT protocols establishing CID personnel as CAC MDT members in accordance with state and local laws.

5.2.2. Mandate that all CID child victim cases be triaged by CID SVIs and the Special Agent-in-Charge in order to determine if case will be referred to a CAC.

5.2.3. Ensure that once a case has been referred to a CAC, CID field elements are advised that the CAC MDT protocol and state and local laws shall be followed by CID SVIs.

5.2.4. Ensure that CID field offices consider the CAC, where available, as the primary referral location for all cases requiring treatment and intervention that falls outside the scope of local FAP clinicians.

5.2.5. Authorize CID field offices to share case-specific information with participating accredited CACs in accordance with federal, state, and local laws.

5.3. CID and NCA mutually agree to the following:

5.3.1. Establish a working relationship between NCA/CACs and CID SVI's and special agents.

5.3.2. Distribute this MOU to accredited CACs and CID field elements and provide orientation on the required case coordination practices outlined in this MOU.

5.3.3. Encourage forensic interviews to be conducted in coordination when possible to decrease the risk of causing additional trauma to child(ren) by subjecting them to multiple interviews.

5.3.4. Consistent with NCA national standards for accreditation victim advocacy standard, CACs and CID SVIs will work with FAP and other MDT members to ensure services are provided for the family as needed.

5.3.5. Regarding forensic interviews, the parties agree that:

5.3.5.1. The CAC will conduct child forensic interviews for CID-referred cases in accordance with CAC MDT protocols

5.3.5.2. Recordings of forensic interviews conducted by CAC personnel or MDT partners for CID-referred cases will be shared and retained according to CAC MDT protocols and in accordance with state and local laws. If MDT protocols and state and local laws allow and it is determined that CID will retain the recording of an interview conducted by CAC personnel or non-CID MDT member and the CAC will not retain a copy, the CAC or MDT members may require future access to the recording for purposes of court testimony.

5.3.5.3. As required for CAC accreditation, CAC or MDT forensic interviewers conducting child forensic interviews must demonstrate compliance with NCA national standards for accreditation training requirements.

5.3.5.4. The CAC will provide CID SVIs with a copy of the approved interviewing protocol used by the CAC.

5.3.5.5. Consistent with NCA standards for accreditation regarding attendance for case review, all cases involving forensic interviews conducted by CAC staff or MDT members will be reviewed at CAC case review. CID will be notified and invited to attend all case reviews involving CID cases.

6. SCOPE: The scope and purpose of this MOU is to document the agreed responsibilities and functions of the parties with respect to the CID and NCA. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the U.S., or the officers, employees, special agents, or other associated personnel thereof.

7. APPLICABILITY: The terms and services provided under this MOU apply to the following constituent groups: participating CACs, CID personnel, CID headquarters, and NCA.

8. INFORMATION SHARING: The Parties to this MOU will comply with the provisions of the U.S. Constitution and all applicable laws, executive orders, and policies. The

Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (United States Intelligence Activities) (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

9. EFFECT OF THIS AGREEMENT

9.1. Availability of CAC services is dependent on funding availability.

9.2. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

9.3. This agreement is not intended to be enforceable in any court or administrative forum.

9.4. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

10. Parties' Points of Contact

FOR CID:
Guy A. Surian
Supervisory Special Agent
27130 Telegraph Road, Quantico, VA 22134
(571) 305-4355

FOR NCA:
Teresa Huizar
Chief Executive Officer
516 C Street NE, Washington DC 20002
(202) 548-0090

11. REIMBURSEMENT: The CID will reimburse CACs for fees (identified before services provided) associated with utilizing forensic interviewing capabilities only if the CAC operates on a fee for service basis with law enforcement agencies.

12. LIABILITY: Each party agrees that any civil, criminal, or administrative claim, complaint, discovery request, or other request for information, which may be received by either party or its personnel and which arises from or implicates the performance of CID or NCA personnel under this MOU, shall be referred to legal counsel for both agencies. Designation of one agency as the responsible agency to handle a particular claim, complaint, or request shall be made, if at all, on a case-by-case basis.

12.1. Nothing in this section prevents any party from conducting an independent administrative review of the incident giving rise to any civil, criminal, or administrative

claim, or complaint. Nothing in this section should be construed as supplanting any applicable statute, rule or regulation.

12.2. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, special agents or other associated personnel thereof.

13. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

13.1. The terms of this MOU will become effective upon signature by both Parties and upon full execution of NCA's MOU with U.S. Army. Effective date is dependent on NCA/U.S. Army FAP MOU execution to facilitate a complete coordinated community response for children and families.

13.2. This MOU may be modified at any time upon the mutual written consent of the Parties.

13.3. The terms of this MOU, as modified with the consent of both Parties, will remain in effect until either Party upon thirty (30) days written notice to the other Party terminates this MOU and not to exceed nine years from the date of signing.

14. FUNDING:

14.1. This MOU agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

14.2. Provision of CAC services as outlined in this MOU are dependent on available funding.

15. CANCELLATION OF PREVIOUS AGREEMENTS

15.1. No previous MOU exists between the Parties.

15.2. If local MOUs already exist between CID field offices and CACs, the CID field office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

SIGNATURE PAGE

This MOU represent the understanding reached between the CID and the NCA. By signing below, the Parties have caused their duly authorized representatives to executive this MOU, and the Parties accept the terms, responsibilities, obligations, and limitations set forth in this MOU.

APPROVED FOR CID:

FORD.GREGORY.D.1277417789 Digitally signed by FORD.GREGORY.D.1277417789 Date: 2021.12.13 10:51:47 -05'00'

Gregory D. Ford
Director
U.S. Army Criminal
Investigation Division

December 13 2021
Date

APPROVED FOR NCA:

Teresa Huizar
Chief Executive Officer
National Children's Alliance

November 8 2021
Date

MEMORANDUM OF UNDERSTANDING BETWEEN
NAVAL CRIMINAL INVESTIGATIVE SERVICE
AND
NATIONAL CHILDREN'S ALLIANCE
FOR
COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND NCIS FIELD ELEMENTS
AGREEMENT #

The Naval Criminal Investigative Service (NCIS) and National Children's Alliance (NCA) enter this Memorandum of Understanding (MOU) to establish a proactive, collaborative response to reports of child maltreatment on Department of Navy (DON) facilities. When referred to collectively, NCIS and NCA are referred to as the "Parties." All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. PURPOSE

This MOU formalizes and provides guidance on the NCIS's partnership with NCA and accredited CACs to coordinate forensic interviews and other investigative and support services for child victims of abuse. The agreement explains the use of CAC personnel trained in conducting forensic interviews for NCIS-referred cases. The MOU also clarifies the disposition of documentation or recording of an interview for an NCIS-referred case and storage as well as dissemination of forensic interview materials. Finally, the MOU solidifies a collaborative effort between the NCIS and NCA to assure comprehensive and coordinated services are provided to victims and their families in collaboration with U.S. Navy and Marine Corps Family Advocacy Program and other CAC multidisciplinary team (MDT) partners. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and NCIS.

2. AUTHORITIES/REFERENCES

a. Title 10, United States Code

b. United States Code, Title 10, Chapter 47 (also known as the Uniform Code of Military Justice (UCMJ))

c. Department of Defense Instruction 6400.01 (Family Advocacy Program (FAP)), 1 May 2019.

d. Department of Defense Instruction 5505.03 (Initiation of Investigations by Defense Criminal Investigative Organizations), 24 March 2011, Incorporating Change 2, 13 February 2017

e. Department of Defense Instruction 5505.19 (Establishment of Special Victim Investigation and Prosecution (SVIP) Capability within the Military Criminal

Investigative Organizations (MCIOs)), 3 February 2015, Incorporating Change 2, 23 March 2017.

f. Department of Defense Instruction 4000.19 (Support Agreements), 25 April 2013, Incorporating Change 2, 31 August 2018.

g. National Children's Alliance Standards for Accredited Members, 2017 edition

h. U.S. Government Accountability Office Report (CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse), GAO-20-110: Feb 12, 2020.

3. BACKGROUND

3.1. In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of senators contacted NCA to explore possible legislative measures to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations. Because of CAC's success and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable. In the Fiscal Year 2017 Commerce, Justice, Science, and Related Agencies recognized CACs' work by including additional appropriations, in the amount of 1 million dollars, in the budget to conduct an assessment of a potential CAC-military relationship and encourage developing MOUs to help foster these relationships. NCA was awarded this funding through a grant from Office of Juvenile Justice and Delinquency Prevention.

3.2. Following NCA's assessment and discussion with Department of Defense (DoD) and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service level, not DoD, due to differences in policy and requirements between service branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference h). NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the parties determined that while this MOU memorializes an agreement between NCA and NCIS, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

3.3. NCA is the national association and accrediting body for CACs. NCIS is responsible for investigations of crimes against children in the DON. This MOU between the NCA and NCIS will provide standardized understanding of collaboration and support between NCIS field elements and accredited CACs found within proximity to DON installations.

4. UNDERSTANDINGS OF THE PARTIES.

4.1. NCA

4.1.1. NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for nearly 900 CACs nationwide.

4.1.2. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based, trauma informed interventions, and assess cases for prosecution.

4.1.3. As community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

4.1.4. NCA provides: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the MDT approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; funding support through grants and special projects.

4.1.5. NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference g). To receive accreditation by NCA a CAC must meet all essential components for each of these individual standards: MDT; cultural competency and diversity; forensic interviews; victim support and advocacy; medical evaluation; mental health; case review; case tracking; organizational capacity; and a child-focused setting.

4.2. NCIS

4.2.1. The NCIS conducts investigations into a wide array of violations involving crimes against children. The NCIS complies with federal law, the Uniform Code of Military Justice (UCMJ), DoD Instructions, Secretary of the Navy Instruction, and NCIS policy.

4.2.2. NCIS Policy states: "If the agent has not received specialized training in forensically interviewing children, it is NCIS policy that the assistance of a qualified professional

will be sought. A local family advocacy office or medical center may have personnel qualified to do child interviews. Also, the field office can assist in identifying agents assigned within the office who are certified to conduct forensic interviews of children."

4.2.3. The responsible entities within the NCIS for the purpose of this agreement are the Headquarters, Criminal Investigations Directorate, Code 23.

4.2.4. Code 23 is responsible for policy, compliance, and oversight of the investigation of Federal crimes against children to include child sexual abuse, sexual exploitation, pornography, production and distribution or receipt of pornographic images, human trafficking, physical abuse, and neglect.

4.2.5. NCIS field offices are responsible for ensuring victims of Federal crimes and UCMJ offenses investigated by the NCIS receive the rights, assistance, information, and services to which they are entitled and which will help them cope with the impact of crime and effectively cooperate with the criminal justice process. NCIS agents must document this notification in the NCIS case file. NCIS has several agents trained in forensic interviewing of children.

4.2.6. The NCIS agents trained in forensic interviewing of children are primarily located at the NCIS field offices.

4.2.7. NCIS agents are responsible for supporting the forensic interview process and providing information, assistance, referrals, and services to child victims and their families during the course of an investigation.

4.2.8. NCIS has a broad and diverse mission set. NCIS acknowledges the interviewing of children is nuanced and there are standard protocols that should be adhered to during the interview. While NCIS has agents with specialized training in the interviewing of children, these agents are stationed worldwide to support all facets of the NCIS mission. To ensure effective and timely investigative responses to crimes against children and to enhance protection of child victims, it is necessary and advisable for the NCIS to collaborate with local agencies and organizations that provide forensic interviewing services and access to a team of multidisciplinary professionals.

5. RESPONSIBILITIES

5.1. NCA will:

5.1.1. Conduct training that provides background information needed to prepare CACs for coordination with military partners.

5.1.2. Distribute the MOU to all accredited CACs. To participate, CACs will be required to opt in by signing the MOU through a separate, NCA facilitated signatory process.

5.1.3. Encourage accredited CACs to participate in this MOU, to enhance coordination of investigative services such as forensic interviews in collaboration with NCIS. Additionally, the agreement entails, the participating accredited CAC provide, in collaboration with the U.S. Department of the Navy Family Advocacy Program, a full array of CAC services to child victims and their families involved in NCIS investigations.

5.1.5. NCA will provide updated information about participating CACs and their service capabilities to NCIS annually.

5.1.6. NCA will provide a liaison between NCIS and local CACs to address concerns regarding NCIS led investigations and affiliated forensic interviews of children.

5.1.7. CACs participating in this MOU through NCA facilitated process will agree to:

5.1.7.1. Screen for parent/guardian military affiliation and ensure notification to NCIS for cases involving U.S. Department of the Navy personnel or dependents in accordance with state and local laws.

5.1.7.2. Invite NCIS field elements to sign on to and participate in existing CAC MDT protocols in accordance with state and local laws.

5.1.7.3. Participate in U.S. Department of the Navy MDTs as requested in accordance with state and local laws and policies.

5.1.7.4. Include NCIS as members of the local accredited CAC MDT and invite NCIS partners to all MDT activities including case review in accordance with state and local laws.

5.1.7.5. Allow NCIS to observe forensic interviews in order to eliminate the need for NCIS to conduct duplicative interviews of children.

5.1.7.6. Share information, including forensic interview observation and recordings with NCIS field elements in accordance with CAC policy, Federal, state, and local laws.

5.2. NCIS will:

5.2.1. Authorize NCIS field offices to sign on to and participate in existing CAC MDT protocols establishing NCIS personnel as CAC MDT members in accordance with state and local laws.

5.2.2. Mandate that all NCIS child victim cases be triaged by NCIS and the special agent-in-charge in order to determine if case will be referred to a CAC.

5.2.3. Ensure that once a case has been referred to a CAC, NCIS field elements are advised that the CAC MDT protocol will be followed by NCIS.

5.2.4. Ensure that NCIS field offices consider the CAC, where available, as the primary referral location for all cases requiring treatment and intervention that falls outside the scope of local FAP clinicians.

5.2.5. Authorize NCIS field offices to share case-specific information with participating accredited CACs in accordance with federal, state, and local laws.

5.3. NCIS and NCA mutually agree to the following:

5.3.1. Establish a working relationship between NCA/CACs and NCIS and special agents.

5.3.2. Distribute this MOU to accredited CACs and NCIS field offices and provide orientation on the required case coordination practices outlined in this MOU.

5.3.3. Encourage forensic interviews to be conducted in coordination when possible to decrease the risk of causing additional trauma to child(ren) by subjecting them to multiple interviews.

5.3.4. Consistent with NCA national standards for accreditation victim advocacy standard, CACs and NCIS will work with FAP and other MDT members to ensure services are provided for the family as needed.

5.3.5. Regarding forensic interviews, the parties agree that:

5.3.5.1. The CAC will conduct child forensic interviews for NCIS-referred cases in accordance with CAC MDT protocols.

5.3.5.2. Recordings of forensic interviews conducted by CAC personnel or MDT partners for NCIS-referred cases will be shared and retained according to CAC MDT protocols and in accordance with state and local laws. If MDT protocols and state and local laws allow and it is determined that NCIS will retain the recording of an interview conducted by CAC personnel or non-NCIS MDT member and the CAC will not retain a copy, the CAC or MDT members may require future access to the recording for purposes of court testimony.

5.3.5.3. As required for CAC accreditation, the CAC or MDT forensic interviewer must demonstrate compliance with NCA national standards for accreditation training requirements.

5.3.5.4. The CAC will provide NCIS with a copy of the approved interviewing protocol used by the CAC.

5.3.5.5. Consistent with NCA standards for accreditation regarding attendance for case review, all cases involving forensic interviews conducted by CAC staff or MDT members will be reviewed at CAC case review. NCIS members will be notified and invited to attend all case reviews involving NCIS cases.

6. SCOPE

The scope and purpose of this MOU is to document the agreed responsibilities and functions of the parties with respect to the NCIS and NCA. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

7. APPLICABILITY

The terms and services provided under this MOU apply to the following constituent groups: participating CACs, NCIS personnel, NCIS headquarters, and NCA.

8. INFORMATION SHARING

The Parties to this MOU will comply with the provisions of the U.S. Constitution and all applicable laws, executive orders, and policies. The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12,333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

9. EFFECT OF THIS AGREEMENT

9.1. Availability of CAC services is dependent on funding availability.

9.2. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

9.3. This agreement is not intended to be enforceable in any court or administrative forum.

9.4. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

10. PARTIES' POINTS OF CONTACT

10.1. FOR NCIS:
Daniel Simpson
Assistant Director, Code 23 27130 Telegraph Road, Quantico, VA 22134
(571) 305 9081

10.2. FOR NCA:
Teresa Huizar
Executive Director
516 C Street NE, Washington DC 20002
(202) 548-0090

11. REIMBURSEMENT

Subject to Paragraph 14.1., the NCIS will reimburse CACs for fees (identified before services provided) associated with utilizing forensic interviewing capabilities only if the CAC operates on a fee for service basis with law enforcement agencies.

12. LIABILITY

12.1. Each party agrees that any civil, criminal, or administrative claim, complaint, discovery request, or other request for information, which may be received by either party or its personnel and which arises from or implicates the performance of NCIS or NCA personnel under this MOU, will be referred to legal counsel for both agencies. Designation of one agency as the responsible agency to handle a particular claim, complaint, or request will be made, if at all, on a case-by-case basis.

12.2. Nothing in this section prevents any party from conducting an independent administrative review of the incident giving rise to any civil, criminal, or administrative claim, or complaint. Nothing in this section should be construed as supplanting any applicable statute, rule or regulation.

12.3. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

13. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

13.1. The terms of this MOU will become effective upon signature by both Parties and upon full execution of NCA's MOU with Navy and Marine Corps FAPs. Effective date is dependent on NCA-FAP MOU execution to facilitate a complete coordinated community response for children and families.

13.2. This MOU may be modified at any time upon the mutual written consent of the Parties.

13.3. The terms of this MOU, as modified with the consent of both Parties, will remain in effect until either Party upon 30 days written notice to the other Party terminates this MOU, but MOU will not exceed 9 years from the date of approval by all parties.

14. FUNDING

14.1. This MOU agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

14.2. Provision of CAC services as outlined in this MOU are dependent on available funding.

15. CANCELLATION OF PREVIOUS AGREEMENTS

15.1. No previous MOU exists between the Parties.

15.2. If local MOUs already exist between installation NCIS field offices and CACs, the NCIS field office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

This MOU represent the understanding reached between the NCIS and the NCA. By signing below, the Parties have caused their duly authorized representatives to executive this MOU, and the Parties accept the terms, responsibilities, obligations, and limitations set forth in this MOU.

APPROVED FOR NCIS:

Kurt Thomas
Executive Assistant Director
Criminal Investigations and Operations Directorate
Naval Criminal Investigative Service

15FEB22
Date

APPROVED FOR NCA:

Teresa Huizar
Chief Executive Officer
National Children's Alliance

02/17/2022
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL CHILDREN'S ALLIANCE (NCA)
AND
THE DEPARTMENT OF THE AIR FORCE (DAF)
AIR FORCE OFFICE OF SPECIAL INVESTIGATIONS (AFOSI)
FOR
COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND AFOSI FIELD ELEMENTS

AFOSI Support Agreement Number: FU2002-23305-E0072

(U) The National Children's Alliance (NCA) and the Department of the Air Force (DAF), Air Force Office of Special Investigations (AFOSI) enter this Memorandum of Understanding (MOU) to establish a proactive, collaborative response to reports of child maltreatment on Department of the Air Force Installations. This MOU will provide a standardized understanding of collaboration and support between AFOSI field elements and accredited Children's Advocacy Centers (CACs). When referred to collectively, AFOSI and NCA are referred to as the "Parties."

1. (U) BACKGROUND: NCA is the national association and accrediting body for CACs. All references to CACs in this MOU pertain only to CACs accredited by NCA. AFOSI is a Federal Law enforcement agency acting under the Department of the Air Force. AFOSI is responsible for investigations of crimes against children in the Department of the Air Force. Through NCA assessments and discussion with DoD entities, it was determined that any MOU between NCA and military programs should be developed at the service level, not DoD, due to differences in policy and requirements between service branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office.

2. (U) AUTHORITIES/REFERENCES:

2.1. 10 U.S.C, Chapter 47, *Uniform Code of Military Justice*
2.2. DoDI 6400.01, *Family Advocacy Program*
2.3. DoDI 5505.03, *Initiation of Investigations by Defense Criminal Investigative Organizations*
2.4. DoDI 5505.19, *Establishment of Special Victim Investigation and Prosecution Capability within the Military Criminal Investigative Organizations*
2.5. DoDI 4000.19, *Support Agreements*
2.6. AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*
2.7. DAFI 40-301, *Family Advocacy Program*
2.8. AFOSIMAN 71-118 Volume 4, *General Investigative Methods*

Controlled by: DAF
Controlled by: AFOSI/ER
CUI Category: LE, OPSEC
Distribution/Dissemination Control: DL Only
POC: AFOSI.ERP.Workflow@us.af.mil

2.9. GAO-20-110, *Child Welfare: Increased Guidance and Collaboration Needed to Improve DoD's Tracking and Response to Child Abuse*
2.10. *National Children's Alliance Standards for Accredited Members*

3. (U) PURPOSE: This MOU formalizes and provides guidance on the AFOSI's partnership with NCA and accredited CACs to coordinate forensic interviews and other investigative and support services for child victims of abuse. The agreement explains the use of CAC personnel trained in conducting forensic interviews when an AFOSI interview resource is not available. The MOU also clarifies the disposition of documentation or recording of an AFOSI lead interview and storage as well as dissemination of AFOSI forensic interview materials. Finally, the MOU solidifies a collaborative effort between the AFOSI and NCA to assure comprehensive and coordinated services are provided to victims and their families in collaboration with U.S. Air Force Family Advocacy Program and other CAC multidisciplinary team partners. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and AFOSI. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

4. (CUI) UNDERSTANDINGS OF THE PARTIES:

4.1. NCA

4.1.1. NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

4.1.2. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based, trauma informed interventions, and assess cases for prosecution.

4.1.3. As community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

4.1.4. NCA provides: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about

child abuse, CACs, and the multidisciplinary team approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; funding support through grants and special projects.

4.1.5. NCA established a set of ten standards defining a CAC's comprehensive model of response within the *National Children's Alliance Standards for Accredited Members*. To receive accreditation by NCA a CAC must meet all essential components for each of these individual standards: multidisciplinary team; diversity equity and access of service; forensic interview; victim support and advocacy; medical evaluation; mental health; case review and coordination; case tracking; organizational capacity; and child safety and protection.

4.2. AFOSI

4.2.1. AFOSI conducts investigations into a wide array of violations involving crimes against children. AFOSI complies with federal law, the UCMJ, DoDI, Air Force regulations, and AFOSI policies which are codified in AFOSIMAN 71-118V4, *General Investigative Methods*. AFOSIMAN 71-118V4 ensures that investigative (forensic) interviews of child/adolescent victims and witnesses are conducted in a developmentally sensitive, research-based, and legally defensible manner that also minimizes additional trauma.

4.2.2. AFOSI's Child Forensic Interviews are accomplished by a professionalized cadre of Special Agents, who attend AFOSI's certifying course and comply with annual training and proficiency requirements to maintain certification. The approved Child Forensic Interview Course (CFIC) is provided by AFOSI/XR (Law Enforcement Policy Directorate) in conjunction with the Behavioral Sciences Directorate (XB) investigative psychologists.

4.2.3. AFOSI's CFIC training curriculum meets the foundational training requirement (essential component A) in NCA's forensic interview accreditation standard. AFOSI's curriculum is included on NCA's list of approved forensic interview curriculums that meet the training requirement for CAC accreditation purposes and is listed as Child Forensic Interview Protocol for AFOSI, the investigative agency for the DAF.

4.2.4. The responsible entity within AFOSI for the purpose of this agreement is the AFOSI Headquarters Program Manager for Child Forensic Interviews in HQ/XRG.

4.2.5. AFOSI's Child Forensic Interviewers (CFI) are located at unit detachments worldwide, however AFOSI does not have a CFI at every AFOSI unit. AFOSI ensures effective and timely investigative responses to crimes against children by collaborating with local agencies and organizations that provide forensic interviewing services and access to a team of multidisciplinary professionals.

5. (CUI) RESPONSIBILITIES OF THE PARTIES:

5.1. NCA will:

5.1.1. Conduct training that provides background information needed to prepare CACs for coordination with military partners.

5.1.2. Distribute this MOU to all accredited CACs. To participate CACs will be required to opt in by adopting the terms of this MOU through a separate, NCA-facilitated signatory process.

5.1.3. Encourage accredited CACs to participate in this MOU, to enhance coordination of investigative services such as forensic interviews in collaboration with AFOSI Special Agents. Additionally, this agreement entails the participating accredited CAC provide, in collaboration with the U.S. Air Force Family Advocacy Program, a full array of CAC services to child victims and their families involved in AFOSI investigations.

5.1.4. Provide updated information about participating CACs and their service capabilities to AFOSI annually.

5.1.5. Provide a liaison between AFOSI and local CACs to address concerns regarding AFOSI led investigations and affiliated forensic interviews of children.

5.1.6. Ensure CACs participating in this MOU through NCA facilitated process agree to:

5.1.6.1. Screen for parent/guardian military affiliation and ensure notification to AFOSI for cases involving U.S. Air Force and Space Force personnel or dependents in accordance with state and local laws.

5.1.6.2. Invite AFOSI field elements to participate in existing CAC multi-disciplinary team protocols in accordance with state and local laws.

5.1.6.3. Participate in U.S. Air Force multi-disciplinary teams as requested in accordance with state and local laws and policies.

5.1.6.4 Include AFOSI as members of the local accredited CAC multi-disciplinary teams and invite AFOSI partners to all multi-disciplinary team activities including case review in accordance with state and local laws.

5.1.6.5. Allow CFIs to conduct forensic interviews at the CAC if the multi-disciplinary team determines CFI is most appropriate interviewer.

5.1.6.6. Share information, including forensic interview observation and recordings with AFOSI field elements in accordance with CAC policy, federal, state, and local laws.

5.2. AFOSI will:

5.2.1. Authorize AFOSI field offices to sign on to existing CAC multi-disciplinary team protocols establishing AFOSI personnel as CAC multi-disciplinary team members; however, AFOSI participation remains subject to Federal law, statute and policy.

5.2.2. Mandate that all AFOSI child victim cases under consideration for referral to an accredited CAC be coordinated with the AFOSI HQ Investigative Operational Psychologists (IOPS) and the CFI Program Manager.

5.2.3. Ensure that once a case has been referred to an accredited CAC, AFOSI field elements are advised that the CAC multi-disciplinary team protocol and state and local laws shall be followed by AFOSI in accordance with their federal authorities and limitations.

5.2.4. Ensure that AFOSI field offices consider the accredited CAC, where available, as the primary referral location for all cases requiring treatment and intervention that falls outside the scope of local DAF Family Advocacy Programs (FAP) clinicians.

5.2.5. Authorize AFOSI field offices to share case-specific information with participating accredited CACs in accordance with federal, state, and local laws.

5.3. AFOSI and NCA mutually agree to the following:

5.3.1. Establish a working relationship between NCA/CACs and AFOSI CFIs and special agents.

5.3.3. Distribute this MOU to accredited CACs and AFOSI field offices and provide orientation on the required case coordination practices outlined in this MOU.

5.3.4. Encourage forensic interviews to be conducted in coordination, when possible, to decrease the risk of causing additional trauma to children by subjecting them to multiple interviews.

5.3.5. Consistent with NCA national standards for accreditation victim advocacy standard, CACs and AFOSI CFIs will work with DAF FAP and other multi-disciplinary team members to ensure services are provided for the family as needed.

5.3.6. Regarding forensic interviews, the parties agree that:

5.3.6.1. A CAC may retain a copy of the MCIO conducted forensic interview in accordance with CAC record retention policy for the purposes of liability coverage in accordance with state and federal laws. The CAC will not make copies, share or release the AFOSI interview without written authorization from the AFOSI.

5.3.6.2. Recordings of forensic interviews conducted by CAC personnel or multi-disciplinary team partners other than AFOSI personnel will be shared and retained

according to CAC multi-disciplinary team protocols and in accordance with state and local laws. If multi-disciplinary team protocols and state and local laws allow and it is determined that AFOSI will retain the recording of an interview conducted by CAC personnel or non-AFOSI multi-disciplinary team member, the CAC or multi-disciplinary team members may require future access to the recording for purposes of court testimony.

5.3.6.3. NCA recognizes that AFOSI Child Forensic Interviewing Protocol meets NCA standards for accreditation forensic interviewing training requirements. NCA recognizes that all AFOSI CFIs have completed AFOSI required training and therefore meet NCA's accreditation standard for forensic interview training. AFOSI special agents who wish to conduct interviews at an accredited CAC must demonstrate that they have completed AFOSI CFIC training.

5.3.6.4. The CAC or multi-disciplinary team forensic interviewer must demonstrate compliance with NCA national standards for accreditation training requirements.

5.3.6.5. The CAC will provide AFOSI CFIs with a copy of the approved interviewing protocol used by the CAC.

5.3.6.6. AFOSI will provide NCA with updates and new information regarding AFOSI interviewing protocol.

5.3.6.7. NCA will provide CACs participating in this MOU with a copy of the AFOSI interviewing protocol and future updates.

5.3.6.8. Consistent with NCA standards for accreditation regarding attendance for case review, all cases involving forensic interviews conducted by CAC staff or multi-disciplinary team members will be reviewed at CAC case review. AFOSI members will be notified and invited to attend all case reviews involving AFOSI cases.

5.3.7. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the Parties determined that while this MOU memorializes an agreement between NCA and AFOSI, NCA will conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

6. (U) PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. (U) APPLICABILITY: The terms and services provided under this MOU apply to the following constituent groups: participating CACs, AFOSI personnel, AFOSI headquarters, and NCA.

8. (U) INFORMATION SHARING: The Parties to this MOU will comply with the provisions of the U.S. Constitution and all applicable laws, executive orders, and policies. The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333, *United States Intelligence Activities* (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

9. (U) EFFECT OF THIS AGREEMENT

9.1. Availability of CAC services is dependent on funding availability.

9.2. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

9.3. This agreement is not intended to be enforceable in any court or administrative forum.

9.4. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

10. (U) GENERAL PROVISIONS:

10.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

10.1.1. FOR NCA: Teresa Huizar, Chief Executive Officer, (202) 548-0090, thuizar@nca-online.org

10.1.2. FOR AFOSI: Ashlee Wega, Associate Director, Law Enforcement, (703) 999-6397, ashlee.wega@us.af.mil

10.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the NCA, to:

10.2.1. 921 Pennsylvania Ave SE Unit 313, Washington DC 20003

and, if to AFOSI, to:

10.2.2. 27130 Telegraph Road, Quantico, VA 22134

10.3. FUNDS AND MANPOWER. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures. Likewise, provision of CAC services as outlined in this MOU are dependent on available funding.

10.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

10.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.

10.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated by either Party upon thirty (30) days written notice to the other Party.

10.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

10.8. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

10.9. EFFECTIVE DATE. This MOU takes effect on the day the last Party signs.

10.10. EXPIRATION DATE. This MOA expires ten years from the date of last signature.

10.11. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

10.12. **SEVERABILITY:** If any term, provision, or condition of this MOU is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOU and all remaining terms, provisions, and conditions of this MOU shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

11. (U) REIMBURSEMENT: AFOSI will reimburse CACs for fees associated with utilizing forensic interviewing capabilities only if the CAC operates on a fee for service basis with law enforcement agencies and only if the fees are identified before the services are provided.

12. (U) LIABILITY: Each party agrees that any civil, criminal, or administrative claim, complaint, discovery request, or other request for information, which may be received by either party or its personnel and which arises from or implicates the performance of AFOSI or NCA personnel under this MOU, shall be referred to legal counsel for both agencies. Designation of one agency as the responsible agency to handle a particular claim, complaint, or request shall be made, if at all, on a case-by-case basis.

12.1. Nothing in this section prevents any party from conducting an independent administrative review of the incident giving rise to any civil, criminal, or administrative claim, or complaint. Nothing in this section should be construed as supplanting any applicable statute, rule or regulation.

12.2. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

13. (U) CANCELLATION OF PREVIOUS AGREEMENTS

13.1. No previous MOU exists between the Parties.

13.2. If local MOUs already exist between installation DAF FAP offices and CACs, the DAF FAP office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

14. (CUI) DISSEMINATION/DISTRIBUTION CONTROL LIST: Participating CACs, NCA, AFOSI and FAP.

SIGNATURE PAGE

FOR

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL CHILDREN'S ALLIANCE (NCA)

AND

THE DEPARTMENT OF THE AIR FORCE (DAF)
AIR FORCE OFFICE OF SPECIAL INVESTIGATIONS (AFOSI)

FOR

COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS
AND AFOSI FIELD ELEMENTS

APPROVED:

FOR NCA—

Teresa Huizar Digitally signed by Teresa Huizar Date: 2023.11.07 15:55:44 -05'00'

Teresa Huizar
Chief Executive Officer
National Children's Alliance

7 Nov 23
Date

FOR AFOSI—

HARKER.JEFFREY.D.1183938904 Digitally signed by HARKER.JEFFREY.D.1183938904 Date: 2023.11.01 16:51:39 -04'00'

JEFFREY D. HARKER, GS-15, DAF
Executive Director
Enterprise Management & Resources
Air Force Office of Special Investigations

1 Nov 23
Date

NCA Midpoint Review

Date

AFOSI Midpoint Review

Date

EXECUTIVE SUMMARY

05 DEC 23

(U) ESTABLISHMENT OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NATIONAL CHILDREN'S ALLIANCE (NCA). (U) (DAIN-SF)
This MOU formalizes a partnership between the NCA and Department of the Army Family Advocacy Program (FAP) and solidifies a collaborative effort between these organizations to ensure a coordinated community response is provided to children and their families who require support because of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY). The partnership authorizes and encourages, under the conditions outlined in this MOU, DA installation FAP offices and accredited children's advocacy centers (CACs) to coordinate services and share information in accordance with federal, state, and local laws. This agreement provides guidance for installation FAP offices and accredited CACs to partner and use collective programs, services, and materials in coordination with United States Army Criminal Investigation Division (CID) and other CAC multidisciplinary team (MDT) partners. The MOU eliminates the need for individual MOUs at the local level and meets the General Accounting Office (GAO-20-110) reported requirement.

Priscilla Ross/DAIN-SF/571-256-8670
APPROVED BY: Tanya M. Juarez

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL CHILDREN'S ALLIANCE (NCA)
AND
THE UNITED STATES ARMY
OFFICE OF THE DEPUTY CHIEF OF STAFF, G-1 (DCS, G-1)
AND
INSTALLATION FAMILY ADVOCACY PROGRAMS (FAP)
FOR
THE NATIONAL CHILDREN'S ALLIANCE (NCA) SUPPORT SERVICES TO THE UNITED
STATES ARMY OFFICE OF THE DEPUTY CHIEF OF STAFF, G-1, AND INSTALLATION
FAMILY ADVOCACY (FAP)

This is a Memorandum of Understanding (MOU) between the Office of the Deputy Chief of Staff Department of the Army (DA) Family Advocacy Program (FAP) and National Children's Alliance (NCA). When referred to collectively, DA FAP and NCA are referred to as the "Parties". All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. BACKGROUND: NCA is the national association and accrediting body for Children's Advocacy Centers (CACs). Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide. The Department of the Army, Deputy Chief of Staff (DCS), G-1 advises on policy guidance in implementing FAP compliance with Department of Defense (DoD) policy, submitting FAP resource requirements through budget channels and serving as the agency responsible for preparing FAP strategic and communication plans. The Headquarters, Department of Army FAP Manager is assigned to the DCS, G-1 and advises on the oversight of FAP. In the event of a child abuse fatality involving active-duty military personnel on military bases, the MOU between CACs and local military installations will ensure a coordinated community response. NCA does not have the authority to mandate CAC protocols and such agreements must be entered into voluntarily by CACs. NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

2. AUTHORITIES/REFERENCES: Department of Defense Instruction 6400.01, Family Advocacy Program, 01 May 2019, Department of Defense Manual 6400.01, Volume 1, Family Advocacy Program (FAP): FAP Standards, 22 July 2019, Department of Defense Instruction 6400.10, DoD Coordinated Community Response to Problematic Sexual Behavior in Children and Youth, Change 1 26 August 2025, Department of Army Regulation 608-18, RAR 13 September 2011 Family Advocacy Program, National Children's Alliance Standards for Accredited Members, 2023 edition, U.S. Government Accountability Office Report (CHILD

WELFARE: Increased Guidance and Collaboration Needed to Improve DoD's Tracking and Response to Child Abuse), GAO-20-110: Feb 12, 2020.

3. PURPOSE AND SCOPE: This MOU formalizes a partnership between the NCA and DA FAP and solidifies a collaborative effort between these organizations to ensure a coordinated community response is provided to children and their families who require support because of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY). The partnership authorizes and encourages, under the conditions outlined in this MOU, DA installation FAP offices and accredited children's advocacy centers (CACs) to coordinate services and share information in accordance with federal, state, and local laws. This agreement provides guidance for installation FAP offices and accredited CACs to partner and use collective programs, services, and materials in coordination with United States Army Criminal Investigation Division and other CAC multidisciplinary team (MDT) partners to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and DA installation FAP offices.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The National Children's Alliance will:

4.1.1. Conduct training that provides background information needed to prepare CACs for coordination with installation FAP offices.

4.1.2. NCA will distribute the MOU to all accredited CACs. To participate CACs will be required to opt in by signing on to participate in the MOU. NCA will facilitate a signatory process for CACs.

4.1.3. NCA will encourage accredited CACs to commit, by agreeing to participate under this MOU, to coordinating services with FAP and provide full array of CAC services to child victims and their families eligible for FAP services as outlined in this MOU.

4.1.4. NCA will provide updated information about participating CACs and their service capabilities to DA annually.

4.1.5. CACs participating in this MOU through NCA facilitated process agree to:

4.1.5.1. Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on an Army installation in accordance with federal, state, and local laws.

4.1.5.2. Invite FAP offices to sign on to existing CAC MDT protocols in accordance with federal, state, and local laws.

4.1.5.3. Participate in FAP MDTs as requested in accordance with state and local laws.

4.1.5.4. Include FAP personnel as members of the local CAC MDT and invite FAP personnel to all MDT activities including case review in accordance with federal, state, and local laws.

4.1.5.5. Allow FAP team members to observe forensic interviews or provide information needed after interview to avoid duplicative interviews in accordance with CAC policy, federal, state, and local laws.

4.1.5.6. Share information with Army installation FAP offices in accordance with CAC policy, federal, state, and local laws.

4.2. The Department of the Army will:

4.2.1. Authorize Army FAP to participate in CAC MDTs, sign on to and follow existing CAC MDT protocols, and develop and sign additional installation-specific agreements or addendum if needed.

4.2.2. Ensure Army installation FAP offices consider the accredited CAC, where available, to be the primary referral location for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

4.2.3. Require Army installation FAP offices to refer children needing forensic interviews to accredited CACs when determined in coordination with the MCIO and installation's coordinated community response network.

4.2.4. Authorize Army installation FAP personnel to participate in forensic interviews at Child Advocacy Centers, which may include observing the forensic interview and engaging in discussion regarding the forensic interview, as allowed by, and in accordance with, applicable laws and policies.

4.2.5. Require Army installation FAP offices to accept reports and referrals for services to military families from CACs.

4.2.6. Authorize Army installation FAP offices to share case-specific information with participating accredited CACs in accordance with FAP policies, federal, state, and local laws, and upon obtaining release of information where required.

4.3. NCA and DA mutually agree to the following:

4.3.1. Maintain communication between NCA and DA (or designee) and support similar collaborative relationships between CACs and Army installation FAP offices.

4.3.2. Distribute this MOU to accredited CACs and Army installation FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

4.3.3. Continue collaboration utilizing standing local MOU or cancel and utilize this MOU to guide service coordination.

4.3.4. Encourage interviews to be conducted in coordination to decrease the risk of subjecting children to multiple interviews.

4.3.5. Encourage cross-participation in Army installation FAP office and CAC MDTs as determined by applicable policy, state and local laws, and program needs.

4.3.6. Encourage ongoing cross-participation in installation FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs): The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

6.1.1. For the National Children's Alliance-

6.1.1.1. Ms. Teresa Huizar, Chief Executive Officer, National Children's Alliance, office: 202-548-0090, thuizar@nca-online.org

6.1.1.2. Ms. Heather Provencher, LCSW, Senior Manager for Federal Partnerships, National Children's Alliance, office: 202-548-0090 x119 hprovencher@nca-online.org

6.1.2. For the Department of the Army, Deputy Chief of Staff, G-1-

6.1.2.1. COL Debra Stone, PhD, LCSW, BCD, Deputy for Readiness, Family Advocacy Program Manager /Chief, Soldier and Family Programs, Headquarters, Department of the Army, DCS G-1, Directorate of Prevention, Resilience and Readiness, office: 571-256-8664, debra.m.stone.mil@army.mil

6.1.2.2. Ms. Cynthia Taylor, LCSW, Family Advocacy Program Manager/Soldier and Family Wellbeing Branch Chief, Installation Command G-1, Family and MWR Programs, office: 210-466-1223, cynthia.j.taylor.civ@mail.mil

6.1.2.3. Mr. Ricky J. Martinez, PhD, LCSW, Clinical Director, Family Advocacy Program, Readiness and Health Integration Directorate, Headquarters, Department of the Army, Office of the Surgeon General, office: 210-466-7143, ricky.j.martinez3.civ@health.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the National Children's Alliance, to-

6.2.1. National Children's Alliance, 921 Pennsylvania SE, Unit #313, Washington, DC 20003, membership@nca-online.org

and, if to, the Department of the Army, to-

6.2.2. HQDA, Office of the Deputy Chief of Staff, G-1, Directorate of Prevention, Resilience and Readiness (DPRR), Family Advocacy Program Manager, 2530 Crystal Dr., 6th Floor Taylor Building Arlington, VA 22202, debra.m.stone.mil@army.mil

6.3. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds. Each party is responsible for the supervision and management of its personnel.

6.3.1. Provision of CAC services as outlined in this MOU are dependent on available funding.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF UNDERSTANDING: This MOU may only be terminated by either Party by giving at least 30 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOU commenced 2 January 2024.The annual review cycle will begin upon the date on which the last party signs.

6.10. EXPIRATION DATE: This MOU expires in 10 years without written agreement of the Parties.

6.11. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

7. LIST OF ATTACHMENTS: Information Paper (Army FAP); Information Paper (NCA)
APPROVED:

FOR THE National Children's Alliance

Teresa Huizar Digitally signed by Teresa Huizar Date: 2026.02.19 09:40:26 -05'00'

TERESA HUIZAR
Chief Executive Officer
National Children's Alliance

2/19/26
(Date)

FOR THE Office of the Deputy Chief of Staff, G1

WALLACE.ROY.ALAN.1118011925 Digitally signed by WALLACE.ROY.ALAN.1118011925 Date: 2026.01.14 09:32:13 -05'00'

ROY A. WALLACE
Assistant Deputy Chief of Staff, G-1

1/14/26
(Date)

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____
Signature and Name of Reviewer

INFORMATION PAPER

DAIN-PR 29 November 2023

SUBJECT: Department of the Army Family Advocacy Program (FAP).

1. Purpose: To provide an overview of the FAP capabilities across the enterprise when Army Domestic / Intimate Partner Violence incidents are reported to FAP.

2. Facts:

a. FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect (including problematic sexual behaviors in children and youth) and domestic violence in military families.

b. In accordance with reference (a), it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY.

c. In accordance with reference (d), the five primary goals of the FAP are prevention of domestic abuse and child abuse, victim safety and protection, rehabilitative intervention, command and offender accountability, and a consistent and appropriate response

d. The Army FAP receives reports of child abuse and PSB-CY from the military and civilian community, follows all mandated reporting requirements and provides appropriate services in response to the allegations, in collaboration with the coordinated community response (CCR). The services provided include screening and assessment, safety planning, victim advocacy, treatment if it falls within a non-medical scope of practice, and referral as needed.

e. In accordance with reference (d), FAP clinical treatment is offered to individuals, couples, parents, children, families and groups for problems such as situational adjustment disorders, separation, grief, deployments, relocation, relationship issues, parent child interactions and other challenges of military and family life. Clinical treatment is intended to be focused on identified problems and risk factors.

f. In accordance with reference (b), clinical providers shall provide treatment within their clinical expertise, and provide referrals for services beyond their scope of practice. For example, forensic interviewing, requires specialized training and experience, and may be referred to a military medical treatment facility, U.S. Army Criminal Investigation

Division (USACID), Armed Forces Center for Child Protection, or appropriate community agencies.

g. The Department of the Army, Deputy Chief of Staff (DCS), G-9 advises on policy guidance in implementing FAP compliance with DoD policy, submitting FAP resource requirements through budget channels and serving as the agency responsible for preparing FAP strategic and communication plans. The Headquarters, Department of Army FAP Manager is assigned to the DCS, G-9 and is advises on the oversight of FAP

h. Army Material Command through the Installation Management Command (IMCOM) has the responsibility for implementing FAP policies, certification standards, and operational procedures, and professional standards to ensure program compliance with DoD guidance, AR 608-1, AR 608-18, and related FAP Pamphlets. FAP prevention services are provided by Army Community Service (ACS) FAP. The Installation Family Advocacy Program Manager is an ACS staff employee and is responsible for coordinating the prevention, direct services, administration, evaluation, and training efforts of the FAP on the installation to ensure compliance with laws, DoD policy and Army policy and supports the Installation Commander/Garrison Commander with chairing the Incident Determination Committee (IDC).

i. The U.S. Army Medical Command (MEDCOM) is responsible for providing medical resources and medical policies related to the FAP. The MEDCOM Clinical Director, Family Advocacy Program is responsible for ensuring medical professional staff receive appropriate training and have appropriate experience in accordance with DoD and Army policy. The Clinical Director, FAP also coordinates FAP clinical services to include spouse/partner and/or child abuse assessment, intervention, and clinical treatment services; and oversee the Clinical Case Staff Meeting.

Priscilla Ross/571-256-8670
Approved by: Tanya M. Juarez

CUI

INFORMATION PAPER

DAIN-PR 29 November 2023

SUBJECT: National Children's Alliance (NCA).

1. Purpose: To provide an overview of the National Children's Alliance professional memberships with Children's Advocacy Centers (CAC) network of care centers.

2. Facts:

a. NCA is the national association and accrediting body for Children's Advocacy Centers (CACs). Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

b. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate using a trauma-informed approach to investigate child abuse reports, conduct forensic interviews, determine, and provide evidence-based interventions, and assess cases for prosecution.

c. As local community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

d. NCA provides training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the multidisciplinary team (MDT) approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; and funding support through grants and special project.

e. NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference e). To receive accreditation by NCA, a CAC must meet all essential components for each of these individual standards: multidisciplinary team (MDT); diversity, equity, and access of services; forensic interviews; victim support and

DAIN-PR
SUBJECT: National Children's Alliance (NCA)

advocacy; medical evaluation; mental health; case review and coordination; case tracking; organizational capacity; and child safety and protection.

Priscilla Ross/571-256-8670
Approved by: Tanya M. Juarez

DEPARTMENT OF THE NAVY
HEADQUARTERS UNITED STATES MARINE CORPS
3280 RUSSELL ROAD
QUANTICO VA 22134-5103

IN REPLY REFER TO:
1700
MF
23-Apr-24

MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL CHILDREN'S ALLIANCE AND HEADQUARTERS MARINE CORPS, MANPOWER AND RESERVE AFFAIRS, MARINE AND FAMILY PROGRAMS DIVISION FOR COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND INSTALLATION FAMILY ADVOCACY PROGRAMS

This is a Memorandum of Understanding (MOU) between the office of Headquarters Marine Corps (HQMC), Manpower and Reserve Affairs (M&RA), Marine and Family Programs Division (MF) and National Children's Alliance (NCA). When referred to collectively, HQMC MF and NCA are referred to as the "Parties." All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. **PURPOSE**. This MOU formalizes an understanding between NCA and HQMC MF and solidifies a mutually beneficial and collaborative effort between these organizations to ensure a coordinated community response (CCR) is provided to children and their families who require support as a result of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY). Through this MOU, United States Marine Corps (USMC) installation Family Advocacy Program offices and accredited CACs will coordinate services and share information in accordance with federal, state, and local laws. This agreement provides guidance for installation FAP offices and accredited CACs to work together and use collective programs, services, and materials, in coordination with Naval Criminal Investigative Service and other CAC multidisciplinary team (MDT) partners, to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU is intended to eliminate the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and USMC installations.

2. AUTHORITIES/REFERENCES

2.1. Assistant Secretary of Defense Memorandum: Policy Clarification on Supportive Services provided by the Family Advocacy Program (FAP) in Response to Problematic Sexual Behavior in Children and Youth of November 28, 2018.

2.2. MCO 1754.11A Marine Corps Family Advocacy Program.

2.3 National Children's Alliance Standards for Accredited Members, 2023 edition.

2.4. U.S. Government Accountability Office Report (CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse), GAO-20-110: Feb 12, 2020.

3. **BACKGROUND**

3.1. NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

3.2. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate using a trauma-informed approach to investigate child abuse reports, conduct forensic interviews, determine, and provide evidence-based interventions, and assess cases for prosecution.

3.3. Headquarters, U.S. Marine Corps, Manpower and Reserve Affairs, Marine and Family Programs Division has several programs within its portfolio with purview that pertain to Marines and family readiness. One such program is the USMC FAP, managed and executed by MF with direct services delivered at the USMC installation level. The FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect, PSB-CY, and domestic abuse in military families. In accordance with DoDI 6400.01, it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY.

3.4. In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of U.S. senators contacted NCA to explore possible legislative approaches to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations. Based on CAC successes and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable.

3.5. HQMC FAP is the office of primary responsibility for the prevention and intervention of child abuse within the USMC community with programmatic oversight by HQMC MF. As such, this MOU will provide standardized understanding of collaboration and support between USMC installation FAP offices and accredited CACs found within proximity to USMC installations.

3.6. Following NCA's assessment and discussion with DoD and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service branch level, not DoD entirely, due to differences in policy and requirements between branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference f). As part of the FAP Coordinated Community Response, DoD policy requires MOUs, as appropriate, with counterparts in the local civilian community to improve coordination. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by the CAC and Marine Corps Installation. As such, the parties determined that while this MOU is between NCA and HQMC MF, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

4. UNDERSTANDING OF THE PARTIES

4.1. NCA will:

4.1.1. Conduct training that provides information needed to prepare CACs and installation FAP offices for coordination.

4.1.2. Distribute the MOU to all accredited CACs. To participate, CACs will be required to opt in by signing on to participate in the MOU. NCA will facilitate a signatory process for CACs.

4.1.3. Encourage accredited CACs to commit, by signing on to participate in this MOU, to coordinating services with FAP and provide full array of CAC services to child victims and their families eligible for FAP services as outlined in this MOU.

4.1.4. Provide updated information about participating CACs and their service capabilities to MF annually.

4.1.5. Ensure that CACs participating in this MOU through NCA facilitated process will:

4.1.5.1. Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on an USMC installation in accordance with federal, state, and local laws.

4.1.5.2. Invite FAP offices to sign on to existing CAC MDT protocols in accordance with state and local laws.

4.1.5.3. Participate in FAP MDTs, when requested, in accordance with federal, state, and local laws .

4.1.5.4. Include FAP personnel as members of the local CAC MDT and invite FAP personnel to MDT activities including case review in accordance with federal, state, and local laws.

4.1.5.5. Allow FAP team members to observe forensic interviews or provide information needed after interview to avoid duplicative interviews in accordance with CAC policy, federal, state, and local laws.

4.1.5.6. Share relevant client information with USMC FAP offices in accordance with CAC policy, federal, state, and local laws upon obtaining release of information where required.

4.2. MF will:

4.2.1. Authorize USMC FAP to participate and sign on to follow existing CAC MDT protocols.

4.2.2. Ensure USMC FAP offices consider the accredited CAC, where available, to be the primary referral location for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

4.2.3. Authorize USMC FAP offices to refer children needing forensic interviews to accredited CACs when determined in coordination with the Naval Criminal Investigative Services or Marine Corps Criminal Investigative Division. and installation's coordinated community response network.

4.2.4. Require USMC FAP offices to accept reports and referrals for services to military families from accredited CACs.

4.2.5. Authorize USMC FAP offices to share case-specific information with participating accredited CACs in accordance with CAC and FAP confidentiality policies, federal, state, and local laws, and upon obtaining release of information where required.

4.2.6. Provide information about participating accredited CACs to USMC FAP offices when information is received from NCA.

4.3. NCA and MF will:

4.3.1. Maintain communication between NCA and MF (or designee) and support similar collaborative relationships between CACs and USMC FAP offices.

4.3.2. Distribute this MOU to accredited CACs and USMC FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

4.3.3. Encourage interviews to be conducted in coordination to decrease the risk of subjecting children to multiple interviews.

4.3.4. Encourage cross-participation in USMC FAP office and CAC MDTs as determined by applicable policy, state and local laws, and program needs.

4.3.5. Encourage ongoing cross-participation in USMC FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

6.1.1. For NCA:

Primary: Teresa Huizar
Chief Executive Officer
National Children's Alliance
921 Pennsylvania Ave SE, Unit #313

Washington, DC 20003
(202) 548-0090
thuizar@nca-online.org

6.1.2. For MF (or designee):

Primary:
M. C. Balocki
Director
Marine and Family Programs Division
3280 Russell Rd.
Quantico, VA 22134
(703) 784-9501
marie.balocki@usmc.mil

6.2. CORRESPONDENCE: All correspondence and notice related to this MOU must be made in writing and mailed and emailed to:

6.2.1. For NCA

National Children's Alliance
921 Pennsylvania Ave SE, Unit #313Washington, DC 20003
membership@nca-online.org

6.2.2. For HQMC MF

HQMC, M&RA, MF, FAP
3280 Russell Rd
Quantico, VA 22134
HQMCFAP@usmc.mil

6.3. FUNDS AND MANPOWER

6.3.1. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.3.2. Provision of NCA and CAC services as outlined in this MOU are dependent on available funding.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the parties.

6.6. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.7 TERMINATION OF UNDERSTANDING: This MOU may only be terminated by the written agreement of the Parties signatures with a 30-day notice.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs this MOU Effective date is dependent on NCA/NCIS MOU execution to facilitate a complete coordinated community response for children and families.

6.10. EXPIRATION DATE: This MOU expires 10 years after effective date.

6.11. CANCELLATION OF PREVIOUS MOU. If local MOUs already exist between installation FAP offices and CACs, the FAP office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

APPROVED:

FOR National Children's Alliance:

Teresa Huizar Digitally signed by Teresa Huizar Date: 2024.05.03 21:45:34 -04'00'

Teresa Huizar, Chief Executive Officer
National Children's Alliance
921 Pennsylvania Ave SE, Unit #313Washington, DC 20003

05/03/24
(Date)

FOR HQMC MF

BALOCKI.MARIE.CLAIRE.1160469494 Digitally signed by BALOCKI.MARIE.CLAIRE.1160469494 Date: 2024.04.23 17:41:34 -04'00'

M. C. Balocki, Director
Marine and Family Programs Division
3280 Russell Rd.
Quantico, VA 22134

(Date)

DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
716 SICARD STREET SE SUITE 100
WASHINGTON NAVY YARD DC 20374-5140

NCA

CNIC
1754
Ser N00/24U083
6 Mar 24

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL CHILDREN'S ALLIANCE
AND
COMMANDER, NAVY INSTALLATIONS COMMAND
Support Agreement Number: N00052-20231116-12877

Subj: NAVY FAMILY ADVOCACY PROGRAM OFFICES AND NATIONAL CHILDREN'S ALLIANCE-ACCREDITED CHILDREN'S ADVOCACY CENTERS GUIDANCE ON COORDINATED SERVICES

Ref: (a) DoDI 6400.01
(b) DoDI 6400.10
(c) DoDM 6400.01, Volume 1
(d) GAO-20-110, CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse
(e) National children's Alliance Standards for Accredited Members, 2017 edition
(f) OPNAVINST 1752.2C
(g) CNIC Memo, Clarification of Policy Regarding Support to Other Entities

1. Purpose. This Memorandum of Understanding (MOU) is between Commander, Navy Installations Command (CNIC) and National Children's Alliance (NCA), hereinafter referred to collectively as the "Parties." This MOU formalizes a partnership between the Parties and solidifies a collaborative effort to ensure a coordinated community response is provided to children and their families who require support as a result of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY) per references (a) through (g). The Parties authorize and encourage, under the conditions outlined in this MOU, Navy installation Family Advocacy Programs (FAP) offices and NCA-accredited children's advocacy centers (CACs) to coordinate services and share information per federal, state, and local laws. This MOU provides guidance for installation FAP offices and NCA-accredited CACs to partner and use collective programs, services, and materials--in coordination with the Naval Criminal Investigative Service (NCIS) and other CAC multidisciplinary team (MDT) partners-- to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and Navy installation FAP offices.

Subj: NAVY FAMILY ADVOCACY PROGRAM OFFICES AND NATIONAL CHILDREN'S ALLIANCE-ACCREDITED CHILDREN'S ADVOCACY CENTERS GUIDANCE ON COORDINATED SERVICES

2. Background

a. In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of senators contacted NCA to explore possible legislative measures to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations. Based on CAC successes and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable. Thus, $1 million in funding was included in the Fiscal Year 2017 Commerce, Justice, Science, and Related Agencies budget to conduct an assessment of a potential CAC-military relationship and encourage development of MOUs to help foster these relationships. NCA was awarded this funding through a grant from Office of Juvenile Justice and Delinquency Prevention.

b. Following NCA's assessment and discussion with Department of Defense (DoD) and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service level due to differences in policies and requirements between service branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference (d)).

c. Per reference (c), FAP establishes formal MOUs, as appropriate, with counterparts in the local civilian community to improve coordination. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the parties determined that while this MOU is an agreement between NCA and CNIC, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

3. Scope. NCA is the national association and accrediting body for CACs. The Navy Family Advocacy Program (FAP) is the office of primary responsibility for the prevention and intervention of child abuse within the Navy community. Policy for this program is under the purview of the Deputy Chief of Naval Operations (Manpower, Personnel, Training and Education) (CNO N1); management of this program lies with CNIC Fleet and Family Readiness (CNIC N9); and execution is the responsibility of all Navy commands and personnel. This MOU between the NCA and CNIC will provide standardized understanding of collaboration and support between installation FAP offices and NCA-accredited participating CACs.

4. Understandings of the Parties

a. National Children's Alliance

(1) NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

(2) A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based, trauma-informed interventions, and assess cases for prosecution.

(3) As local community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

(4) NCA provides: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the MDT approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; and funding support through grants and special projects.

(5) NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference e). To receive accreditation by NCA, a CAC must meet all essential components for each of these individual standards: multidisciplinary team (MDT); diversity, equity and access of services; forensic interview; victim support and advocacy; medical evaluation; mental health; case review and coordination; case tracking; organizational capacity; and, child safety and protection.

b. Commander, Navy Installations Command:

(1) CNIC has several programs within its portfolio with purview that pertains to Sailor and family readiness. One such program is the Navy FAP, managed and executed by the installation Fleet and Family Support Centers. The FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect (including PSB-CY) and domestic violence in military families. Per reference (a) and (b), it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY. Per reference (g), CNIC recognizes that the services provided by NCA align with child advocacy programs

outlined in Joint Ethics Regulations (JER) 3-210 and the presence of NCA benefits our military personnel and their families across the globe.

(2) Per reference (f) FAP personnel develop, implement, and evaluate programs and policies to prevent and treat domestic abuse and child maltreatment. The FAP personnel provide expert training and consultation services to its key customers, including active component members, their families, and other eligible beneficiaries, unit leaders, and other helping agencies. Navy personnel collect, maintain, analyze, and report data on domestic abuse and child maltreatment. In concert with installation and community agencies, the Navy FAP personnel provide a continuum of services designed to build community health and resilience by reducing domestic abuse and child maltreatment and promote family, community, and mission readiness.

5. Agreement of the Parties

a. NCA will:

(1) Conduct training that provides background information needed to prepare CACs for coordination with installation FAP offices.

(2) Distribute the MOU to all accredited CACs. To participate, CACs will be required to opt in by signing to participate in the MOU, through a separate NCA facilitated signatory process.

(3) Encourage accredited CACs to participate in this MOU, to enhance coordination of services with FAP and provide a full array of CAC services to child victims and their families eligible for FAP services.

(4) Maintain a repository of updated information that is made available to CNIC FAP enterprise at least annually identifying participating CACs and their service capabilities.

(5) CACs participating in this MOU through NCA facilitated process agree to:

(a) Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on a Navy installation per federal, state and local laws.

(b) Invite FAP offices to sign on to existing CAC MDT protocols per federal, state and local laws.

(c) Participate in FAP MDTs as requested per federal, state and local laws.

(e) Include FAP personnel as members of the local CAC MDT and invite FAP personnel to all MDT activities including case review per federal, state, and local laws.

(f) Allow FAP team members to observe forensic interviews or provide information needed after interview to avoid duplicative interviews per CAC policy and federal, state and local laws.

(g) Authorize and encourage accredited CACs to share case-specific information with participating Navy FAP offices per CAC policies and federal, state, and local laws and upon obtaining authorization to release information where required.

b. CNIC will:

(1) Authorize Navy FAP to participate in CAC MDTs, sign on to and follow existing CAC MDT protocols, and develop and sign additional installation-specific agreements or addendums if needed per federal, state and local laws.

(2) Ensure Navy installation FAP offices consider the accredited CAC, where available, as a referral location, per applicable laws, rules and regulations, for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

(3) Require Navy installation FAP offices to refer children needing forensic interviews to accredited CACs when determined in coordination with NCIS or the applicable Military Criminal Investigative Organization (MCIO) and installation's coordinated community response network.

(4) Authorize Navy installation FAP personnel to participate in forensic interviews at CACs, which may include observing the forensic interview and engaging in discussion with the interviewer regarding the forensic interview, as allowed by, and in accordance with, applicable laws and policies.

(5) Require Navy installation FAP offices to accept reports and referrals for services to military families from CACs.

(6) Authorize Navy installation FAP offices to share case-specific information with participating accredited CACs per FAP policies, federal, state, and local laws, and upon obtaining authorization to release information where required.

c. NCA and CNIC mutually agree to the following:

(1) Maintain communication between NCA and CNIC (or designee) and support similar collaborative relationships between CACs and Navy installation FAP offices per applicable federal, state and local laws.

(2) Distribute this MOU to accredited CACs and Navy installation FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

(3) Encourage interviews to be conducted in coordination when possible to decrease the risk of causing additional trauma to child(ren) by subjecting them to multiple interviews.

(4) Encourage cross-participation in Navy installation FAP office and CAC MDTs as determined by applicable policy; federal, state and local laws; and program needs.

(5) Encourage ongoing cross-participation in installation FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities per applicable policy; federal, state and local laws; and program needs.

6. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. General Provisions

a. Points of Contact: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

(1) Teresa Huizar (NCA)
Chief Executive Officer
National Children's Alliance
921 Pennsylvania SE, Unit #313
Washington, DC 20003
(202) 548-0090
thuizar@nca-online.org

(2) Amy L. Fustino, MSS, MLSP, LCSW
Clinical Counseling Program Analyst
Commander, Navy Installations Command
716 Sicard Street, SE, Suite 1000
Washington, DC 20373-5140
(202) 718-8476
Amy.L.Fustino.naf@us.navy.mil

b. Correspondence. All correspondence and notice related to this MOU must be made in writing and mailed and emailed to:

(1) National Children's Alliance
516 C St. NE
Washington, DC 20002
membership@nca-online.org

(2) Commander, Navy Installations Command
716 Sicard Street, SE, Suite 1000
Washington, DC 20373-5140

8. Funds and Manpower

a. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

b. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

9. Modification of MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

10. Disputes. Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

11. Transferability. This MOU is not transferable except with the written consent of the Parties.

12. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

13. Effective Date. This MOU takes effect beginning on the day after the last Party signs this MOU and after full execution of NCA's MOU with NCIS. Effective date is dependent on NCA/NCIS MOU execution to facilitate a complete coordinated community response for children and families, which was accomplished on 17 February 2022.

14. Expiration Date. This MOU will remain in effect until either Party upon 30 days written notice to the other Party terminates this MOU. In no event will this MOU exceed 10years from the date of approval by all parties.

15. Cancellation of Previous MOU

a. No previous MOU exists between the Parties.

b. If local MOUs already exist between installation FAP offices and CACs, the FAP office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

16. No Third Party Beneficiaries. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

APPROVED:

FOR National Children's Alliance:

Teresa Huizar
Chief Executive Officer
National Children's Alliance

3/13/2024
(Date)

FOR Commander, Navy Installations Command:

C. S. GRAY
Commander, Navy Installations Command

3/6/24
(Date)

MEMORANDUM OF UNDERSTANDING BETWEEN
NATIONAL CHILDREN'S ALLIANCE
AND
DEPARTMENT OF THE AIR FORCE,
OFFICE OF THE ASSISTANT SECRETARY OF THE AIR FORCE FOR MANPOWER AND RESERVE AFFAIRS
FOR
COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND INSTALLATION FAMILY ADVOCACY PROGRAMS
AGREEMENT NUMBER: MOU-SAFMR-NCA-0124-1233-010

This is a Memorandum of Understanding (MOU) between the Department of the Air Force (DAF), Office of the Assistant Secretary of the Air Force for Manpower and Reserve Affairs (SAF/MR) and National Children's Alliance (NCA). When referred to collectively, SAF/MR and NCA are referred to as the "Parties." All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. PURPOSE: This MOU formalizes a partnership between NCA and SAF/MR. It solidifies a collaborative effort between these organizations to ensure a coordinated community response is provided to children and their families who require support as a result of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY). The partnership authorizes and encourages DAF installation Family Advocacy Program (FAP) offices and accredited CACs to coordinate services and share information in accordance with federal, state, and local laws. This agreement provides guidance for installation FAP offices and accredited CACs to partner and use collective programs, services, and materials--in coordination with Air Force Office of Special Investigations and other CAC multidisciplinary team (MDT) partners-- to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU encourages and simplifies the execution of individual MOUs at the local installation-community level.

2. AUTHORITIES/REFERENCES:

a. DoDI 6400.01, *Family Advocacy Program*, May 1, 2019

b. DoDM 6400.01, Volume 1, *Family Advocacy Program (FAP): FAP Standards*, July 22, 2019

c. Assistant Secretary of Defense Memorandum: Policy Clarification on Supportive Services provided by the Family Advocacy Program (FAP) in Response to Problematic Sexual Behavior in Children and Youth of 28NOV18

d. DAFI 40-301: *Family Advocacy Program*, 13 Nov 2020

e. National Children's Alliance Standards for Accredited Members, 2023 edition

f. U.S. Government Accountability Office Report (CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse), GAO-20-110: Feb 12, 2020.

g. DoDI 4000.19, *Support Agreements,* December 16, 2020

3. BACKGROUND: In September 2015, in response to a child abuse fatality involving active-duty military personnel, a bipartisan group of senators contacted NCA to explore possible legislative approaches to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations.

Based on CAC successes and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable. Thus, $1 million in funding was included in the Fiscal Year 2017 Commerce, Justice, Science, and Related Agencies (CJS) budget to assess existing CAC-military relationships and encourage development of MOUs to help foster these relationships. NCA was awarded this funding through a grant from Office of Juvenile Justice and Delinquency Prevention (OJJDP).

Following NCA's assessment and discussion with the Department of Defense (DoD) and service partners, it was determined that any MOUs between NCA and military programs should be developed at the Service level, not DoD, due to differences in policy and requirements between Services. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference f). Per reference b), FAP establishes formal MOUs, as appropriate, with counterparts in the local civilian community to improve coordination. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the parties determined that while this MOU documents the mutual understanding of NCA and SAF/MR, NCA would establish separate agreements with accredited CACs that commit to the provisions outlined in this MOU.

National Children's Alliance (NCA)

Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide. Furthermore, the NCA offers: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the MDT approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; and funding support through grants and special projects. NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference e). To receive accreditation by NCA, a CAC must meet all essential components for each of these individual standards: multidisciplinary team (MDT); diversity, equity, and access of services; forensic interview capabilities; victim support and advocacy; medical evaluation;

mental health; case review and coordination; case tracking; organizational capacity; and child safety and protection.

Children's Advocacy Center (CAC)

A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate using a trauma-informed approach to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based interventions, and assess cases for prosecution. As local community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

Office of the Assistant Secretary of the Air Force for Manpower and Reserve Affairs (SAF/MR).

SAF/MR has several programs within its portfolio with purview that pertains to Airman, Guardian, and family readiness. One such program is the DAF FAP, managed and executed by the AF/SG community. The FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect (including PSB-CY) and domestic violence in military families. In accordance with DoDI 6400.01, it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY.

In accordance with DAFI 40-301, FAP personnel develop, implement, and evaluate programs and policies to prevent and treat domestic abuse and child maltreatment. The FAP personnel provide expert training and consultation services to its key customers, including active component members, their families, and other eligible beneficiaries, unit leaders, and other helping agencies. FAP personnel collect, maintain, analyze, and report data on domestic abuse and child maltreatment. In concert with installation and community agencies, the DAF FAP personnel provide a continuum of services designed to build community health and resilience by reducing domestic abuse and child maltreatment and promote family, community, and mission readiness.

This MOU between the NCA and SAF/MR will provide standardized understanding of collaboration and support between installation FAP offices and accredited CACs found within proximity to DAF installations.

4. UNDERSTANDING OF THE PARTIES:

4.1. National Children's Alliance (NCA):

4.1.1. Conduct training that provides background information needed to prepare CACs for coordination with installation FAP offices.

4.1.2. Distribute the MOU to all accredited CACs. CACs will opt in by signing on to participate in the MOU. NCA will facilitate a signatory process for CACs.

4.1.3. Encourage accredited CACs to participate in this MOU, coordinating services with FAP and providing the full array of CAC services to child victims and their families eligible for FAP services at DAF installations.

4.1.4. Maintain a repository of updated information, made available to SAF/MR, identifying participating CACs and their service capabilities to SAF/MR.

4.1.5. CACs participating in this MOU through the NCA facilitated process agree to:

4.1.5.1. Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on a DAF installation in accordance with federal, state, and local laws.

4.1.5.2. Invite FAP offices to sign on to existing CAC MDT protocols in accordance with state and local laws.

4.1.5.3. Participate in FAP MDTs as requested in accordance with federal, state, and local laws.

4.1.5.4. Include FAP personnel as members of the local CAC MDT and invite FAP personnel to all MDT activities including case review in accordance with federal, state, and local laws.

4.1.5.5. Allow FAP team members to observe forensic interviews or provide FAP information after interviews to avoid duplicative interviews in accordance with CAC policy, federal, state, and local laws.

4.1.5.6. Share case-specific information with participating DAF FAP offices in accordance with CAC policies, federal, state, and local laws, and upon obtaining release of information where required.

4.2. SAF/MR:

4.2.1. Authorize DAF FAP to participate in CAC MDTs, follow existing CAC MDT protocols, and develop and sign additional installation-specific agreements or addendums if needed.

4.2.2. Ensure DAF FAP offices consider the accredited CAC, where available, to be the primary referral location for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

4.2.3. Require DAF FAP offices to refer children needing forensic interviews to accredited CACs where available, in coordination with the Military Criminal Investigative Organization (MCIO) and installation's coordinated community response network.

4.2.4. Authorize DAF FAP personnel to participate in forensic interviews at CACs, which may include observing the forensic interview and engaging in discussion regarding the forensic interview, as allowed by and in accordance with applicable laws and policies.

4.2.5. Require DAF FAP offices to accept reports and referrals for services for military families from CACs.

4.2.6. Authorize DAF FAP offices to share case-specific information with participating accredited CACs in accordance with FAP policies, federal, state, and local laws, and upon obtaining release of information where required.

4.3. NCA and SAF/MR:

4.3.1. Maintain communication between NCA and SAF/MR (or designee) and support similar collaborative relationships between CACs and DAF FAP offices.

4.3.2. Distribute this MOU to accredited CACs and DAF FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

4.3.3. Encourage interviews to be conducted in coordination with CACs to decrease subjecting children to multiple interviews.

4.3.4. Encourage cross-participation in DAF installation FAP office and CAC MDTs as determined by applicable policy, state and local laws, and program needs.

4.3.5. Encourage ongoing cross-participation in DAF installation FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay, benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

6.1.1. For NCA:

Primary: Teresa Huizar
Chief Executive Officer
National Children's Alliance

921 Pennsylvania SE, Unit #313
Washington, DC 20003
(202) 548-0090
thuizar@nca-online.org

6.1.2. For SAF/MR (or designee):

Primary: Lt Col Brandon Christensen
AFMED/SG3OM
7700 Arlington Blvd.
Falls Church, VA 22042
(703) 681-6862
usaf.jbsa.afmoa.mbx.sghw-workflow@health.mil

Alternate: Lt Col Megan Pflug
SAF/MRR
1660 Air Force Pentagon
Washington, D.C. 20330-1660
(703) 697-8822
SAF.MRR.Workflow@us.af.mil

6.2. CORRESPONDENCE: All correspondence and notice related to this MOU must be made in writing and mailed or emailed to:

AFMED / SG3OM
7700 Arlington Blvd.
Falls Church, VA 22042
usaf.jbsa.afmoa.mbx.sghw-workflow@health.mil

National Children's Alliance
921 Pennsylvania SE, Unit #313
Washington, DC 20003
membership@nca-online.org

6.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated by either Party with 30 days written notice to the other party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after NCA and SAF/MR sign the agreement. Additional addendum signatures will not change the effective date of the overarching agreement.

6.10. EXPIRATION DATE: This MOU expires 10 years from the effective date unless there is a written agreement between the Parties to expire sooner.

6.11. CANCELLATION OF PREVIOUS MOU: If local MOU already exists between installation FAP offices and CACs, the FAP office and CAC may decide to continue collaboration utilizing existing local MOU or terminate the existing MOU and utilize this MOU to guide future service coordination.

6.12. NO THIRD-PARTY BENEFICIARIES: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon any person, not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

APPROVED:

FOR National Children's Alliance:

Teresa Huizar, Chief Executive Officer
National Children's Alliance
921 Pennsylvania SE, Unit #313
Washington, DC 20003
3/27/2024
(Date)

FOR Office of the Assistant Secretary of the Air Force, Manpower and Reserve Affairs:

Honorable Alex Wagner
Assistant Secretary of the Air Force
(Manpower and Reserve Affairs)
Department of the Air Force
18 MAR 24
(Date)