



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT (MOA)
AMONG
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL,
AND
REYNOLDS ARMY COMMUNITY HOSPITAL (RACH), FORT SILL,
AND
OKLAHOMA DEPARTMENT OF HUMAN SERVICES (OKDHS)
CHILD WELFARE SERVICES**

**NCO1
SRMC-RACH-14-025**

SUBJECT: Support and Treatment of Child Abuse or Neglect Involving Active Duty Military Personnel (NC01).

This is a MOA between the USAG/IMCOM, RACH, Fort Sill, RACH, and the OKDHS. When referred to collectively, the USAG/IMCOM, RACH and OKDHS are referred to as the "parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES:

- 1.1. 45 Code of Federal Regulations §§160 and 164.
- 1.2. Department of Defense (DOD) 6025.18R, DOD Health Information Privacy Regulation, 24 January 2003.
- 1.3. Department of Defense Directive (DoDD) 6400.1, 23 August 2004.
- 1.4. Army Regulation (AR) 608-18, 13 September 2011.
- 1.5. Fort Sill Regulation 608-4, 25 January 2013.
- 1.6. MOA between the Garrison, Lawton Police Department, Comanche County District Attorney, Comanche County Court Clerk, Comanche County Detention Center, and the US Army Medical Department Activity (aka RACH) with the Subject: Support of the Coordination of Off-Post Domestic Violence, Child Abuse/Neglect, and Sexual Assault Cases Involving Military Personnel, dated 17 Jan 2011.

2. PURPOSE: The purpose of this agreement is to establish a cooperative working relationship between OKDHS and USAG for the assessment and treatment of child abuse and neglect cases involving active duty military personnel and their family members.

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3. RESPONSIBILITIES OF THE PARTIES.

3.1. The Garrison and RACH will abide by the provisions of Fort Sill Regulation 608-4, incorporated by reference herein. Additionally, the Garrison and RACH will –

3.1.1. Report to OKDHS all suspected cases of child abuse or neglect.

3.1.2. Share important data and information on cases with OKDHS.

3.1.3. Authorize OKDHS child welfare workers admission to post to investigate suspected cases of child abuse or neglect.

3.1.4. Provide OKDHS child welfare workers with Security Force assistance if required while responding on post.

3.1.5. Provide the clinical Chief of Family Advocacy Program (FAP) at Social Work Services or a Family Advocacy Case Manager as the primary contact point for OKDHS with USAG.

3.1.6. Follow standard policy for release of information when a military family applies to become a foster parent or adoptive parent through OKDHS. Prospective foster or adoptive parents may sign a release of information and request that Family Advocacy run a background check on them through the treatment Central Registry data base.

3.1.7. Create and execute a multi-focal Military Foster Parent Recruitment campaign.

3.1.8. Consider giving larger installation housing quarters to military families that have a DHS foster care home certificate quarters authorization.

3.1.9. Start a monthly Foster Care Parent Support Group that will be co-lead by a military foster parent volunteer and Social Work Service behavioral health staff.

3.2. The OKDHS will –

3.2.1. Report to USAG all suspected case referrals of child abuse or neglect that involve active duty military connected families which were not identified to OKDHS by USAG, when the family is eligible to receive social services or treatment services from USAG or when USAG has criminal jurisdiction to investigate and prosecute the matter.

3.2.2. Share important data and information on these cases with USAG, including, but not limited to, the Report to the District Attorney.

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3.2.3. Notify the Security Force Investigating Office and the Chief of Family Advocacy at Social Work Services prior to their arrival at the post to do a referral investigation.

3.2.4. At their discretion, they may appoint a child welfare group supervisor from Comanche County Child Welfare Division to serve as a liaison with the USAG Family Advocacy Program and who may serve as an ex officio member to the Case Review Committee (CRC) at USAG.

3.2.5. Make it a priority to place military foster children in military foster homes, if consistent with the best interest of the child on a case by case basis.

3.2.6. Utilize a military registration packet to identify military-connected children, military foster homes, and gather demographic information.

3.2.7. Create a military foster home roster/rolodex so that the priority of placing military foster children in military homes can be accomplished during Emergency Place Care, during the CRC review phase, and in permanency planning.

3.3. Both parties will –

3.3.1. As per this MOA and other applicable local, state and Federal laws, both parties agree to protect and maintain the confidentiality of the clients and the confidential status of their records.

3.3.2. Any and all information received from any and all patients or clients shall be confidential and privileged and shall not be released without the express written consent of the patient, by court order or by such other method allowed by law (e.g., permitted disclosures to government authorities authorized to receive reports of child abuse or neglect, consistent with 45 CFR §164.512(b)(1)(ii), DOD 6025.18-R, C7.3, and AR 608-18, para. 6-5). All information shall be presumed to be privileged and it shall be presumed that each and every patient and client has exercised that privilege against disclosure of such information.

3.3.3. FAP agrees to provide training on the USAG Health Insurance Portability and Accountability Act (HIPAA) policies and procedures to those who will be working in Reynolds Army Community Hospital. Trainees and faculty shall abide by the HIPAA policies. In the event protected healthcare Information (PHI) is exchanged between the USAG Family Advocacy Program and the Comanche County DHS, the information will be protected in accordance with the HIPAA requirements and the Privacy Act of 1974.

4. PERSONNEL: Each party to this Agreement 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.

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5. GENERAL PROVISIONS:

5.1 **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Joe Ragsdale, joe.p.ragsdale.civ@mail.mil or (580) 442-5803.

5.1.1.2. Lisa Jansen-Rees, lisa.jansenrees@mail.mil or (580) 442-5018.

5.1.2. For the Oklahoma department of Human Services, Region 2, District 5, Patsy Davis, Patsy.davis@okdhs.org, (580) 250-3691.

5.1.3. For RACH

5.1.3.1. Administrative POC: Sue Croft, brenda.s.croft.civ@mail.mil or (580) 558-2047

5.1.3.2 Functional POC: William Heathco, William.d.heathco.civ@mail.mil, (580) 442-2836

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

5.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

5.2.2. To Patsy Davis, Comanche County Director, Oklahoma Department of Human Services, Region 2, District 5, 2609 SW Lee Boulevard, Lawton, OK 73505-8312.

5.2.3 To RACH, Resource Management Division, MCUA-RMB (Sue Croft), 4301 Wilson Street, Fort Sill, OK 73503.

5.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

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5.5. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

5.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA, with references and authorities incorporated herein, embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for five years or until canceled by mutual agreement or until canceled by 90 days written notice to the other Party.

5.10. **EXPIRATION DATE:** This Agreement expires 5 years from the last signature below.

5.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject Handling Cases of Child Abuse, Agreement # NC01, with the effective date of 3 April 1999.

6. **AGREED:**



JAMES STEVE BURTON
Deputy Director
Child Welfare Services



GLENN A. WATERS
COL, FA
Garrison Commander

5 Sep 14
(Date)

10 SEP 14
(Date)



NOEL J. CARDENAS
COL, MS
Commanding

RICHARD A. BEHR, COL. AN. DCHS
Acting Commander

20140910
(Date)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, US ARMY MEDICAL DEPARTMENT ACTIVITY
4301 WILSON STREET
FORT SILL, OKLAHOMA 73503

MCUA-HQ

9 September 2014

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Assumption of Command

1. Effective 9 September 2014, the undersigned assumes command of USAMEDDAC, W2NV1B, W2NVIC, W2NVI6, W2NV06, W8K5Y1, W8K5Y2, W2NVAA, Fort Sill, Oklahoma, 73503, vice COL Noel J. Cardenas.
2. Authority: AR 600-20, paragraph 2-8a, and AR 40-1, paragraph 1-9b.
3. Period: From 0700/9 September to 1200/11 September 2014.

A handwritten signature in black ink, appearing to read "Richard A. Behr", is positioned above the typed name.

RICHARD A. BEHR
COL, AN
Acting Commander

DISTRIBUTION:

- 1 – Cdr, USAMEDDAC, Fort Sill, OK 73503
- 1 – Individual Concerned
- 1 – Officer's Personnel File
- 1 – SDO Book
- 1 – SIDPERS Clerk
- 1 – Cdr, SRMC, Fort Sam Houston, TX 78234