



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
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
MARIE DETTY YOUTH AND FAMILY SERVICE
CENTER, INC. / NEW DIRECTIONS
FOR**

SUBJECT: Memorandum of Agreement between Marie Detty Youth and Family Service and U.S. Army Garrison, Fort Sill, OK. (NN01)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and the Marie Detty Youth and Family service Center, Inc. When referred to collectively, the USAG/IMCOM and Marie Detty Youth and Family Service Center, Inc. are referred to as the "parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES:

- 1.1. DoDI 4000.19, Support Agreements, 25 April 2013.
- 1.2. AR 608-18, Army Family Advocacy Program, 30 October 2007.
- 1.3. AR 608-1, Army Community Service, 12 March 2013.

2. PURPOSE: To establish a written agreement between Fort Sill and New Directions defining procedures for the coordination of emergency shelter, safe housing, victim advocacy services, support, and referral services for victims of domestic violence who are eligible for military medical treatment, as required by references above.

3. RESPONSIBILITIES OF THE PARTIES.

3.1. The Garrison will –

3.1.1. When responding to or investigating domestic violence cases on the installation, personnel from Fort Sill Family Advocacy Program (FAP) shall provide victims of domestic violence with basic referral information for New Directions.

3.1.2. When a victim of domestic violence determines that he/she would like to seek shelter at New Directions, or meet with New Directions staff regarding other victim advocacy services, FAP advocates shall arrange transportation to the shelter IAW Domestic Abuse Victim Advocacy Guidelines, when necessary.

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3.1.3. FAP will disseminate to victims of domestic violence the resources available at New Directions and how victims can access those services.

3.1.4. FAP will provide information to New Directions, as needed, on the resources available to victims of domestic violence through FAP and other programs and agencies located on Fort Sill.

3.1.5. When civilian advocacy is requested, Fort Sill FAP will serve as a liaison to ensure services for military victims of domestic violence are provided by New Directions.

3.1.6. FAP Victim Advocates will respond to all domestic violence incidents on Fort Sill. Military victim advocacy services are available to all victims of domestic violence regardless of where the incident occurs or the military affiliation of the victim.

3.1.7. FAP Victim Advocacy will assist New Directions shelter staff by providing liaison services when a victim needs information or assistance from a military organization and is seeking services through New Directions.

3.2. The New Directions will –

3.2.1. When New Directions receives a referral from Fort Sill at the request of a victim, the same services will be provided to that victim as provided to all other clients, in accordance with the victim's wishes and needs.

3.2.2. When New Directions identifies a victim of domestic violence as an individual eligible for military medical treatment, the individual should be informed of victim advocacy services available through FAP.

3.2.3. Services provided by New Directions include:

3.2.3.1. A 24-hour hotline to support domestic violence victims.

3.2.3.2. A 24-hour shelter to assist women and their children fleeing from domestic violence.

3.2.3.3. A 24-hour in-kind shelter for men that are victims of domestic violence.

3.2.3.4. Provide advocacy and support services to all victims of domestic violence.

3.2.3.5. Contact the on-call FAP Victim Advocate, to ensure all military affiliated victims are aware of reporting options available through the military, and complete a victim preference statement when applicable.

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3.2.3.6. Will provide counseling services to residential and non-residential clients. The service is provided at no cost to residential clients, and to non-residential clients.

3.2.3.7. Will provide referral services to other agencies as requested by the clients.

3.2.4. New Directions staff shall inform victims that they are not excused from work related responsibilities, nor are active duty members excused from duty or from complying with unit recall notification policies while staying at New Directions.

3.2.5. New Directions staff will coordinate with FAP to train installation staff on resources available through New Directions, and how victims can access those services.

3.2.6. New Directions will provide a representative to attend the quarterly Installation Family Advocacy Committee meeting.

3.3. Both parties will –

3.3.1. FAP and New Directions shall not disclose the victim's identity and/or specifics about the victim's circumstances without the written consent of the victim, unless otherwise required to do so by state or federal law. A victim must sign a "Release of Information Form" prior to the exchange of any information. Once the "Release of Information" form has been signed, information shall be exchanged for the purposes of referral, treatment and intervention planning and coordination efforts.

3.3.2. Copies of original signed "Release of Information" forms shall be kept in the client's file, and a copy will be provided to FAP.

3.3.3. New Directions shall provide non-identifying statistical information to Fort Sill regarding the victims to whom it provides services on a quarterly basis.

3.3.4. Pursuant to the Military Rules of Evidence, Rule 514, both parties will verify that any individual at New Directives who is providing victim advocacy services to a victim pursuant to this MOA is properly certified as a victim advocate pursuant to Federal or State requirements.

4. **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.

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.

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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) 442-6458.

5.1.2 . For the New Directions.

5.1.2.1 Kerrie Mathews, nddirector@mariedetty.com or (580) 357-6141.

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 New Directions. Marie Detty, ATTN: Kerrie Mathews, 317 C Ave. PO Box 408, Lawton OK 73502.

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.

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

5.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 90 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. **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 embodies the entire agreement between the Parties regarding the MOA's subject matter.

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

5.10. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject New Direction, Agreement # NN01 and effective date of 4 Feb 06.

6. **AGREED:**



KERRIE MATHEWS
Program Director, New Directions
Marie Detty Youth & Family
Service Center

27 August 2014

(Date)



GLENN A. WATERS
COL, FA
Garrison Commander

2 Sep 2014



(Date)