

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13th day of December, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chairman
Alan R. Carmichael
Donald R. Hunter
T. J. Webb

C-3

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; MEMORANDUM OF UNDERSTANDING BETWEEN THE FORT LEE FAMILY ADVOCACY PROGRAM AND THE PRINCE GEORGE COUNTY DEPARTMENT OF SOCIAL SERVICES

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of Prince George this 13th day of December, 2016 does hereby authorize the Director of Social Services to execute Memorandum of Understanding between The Fort Lee Family Advocacy Program and the Prince George County Department of Social Services.

A Copy Teste:

Percy C. Ashcraft
County Administrator



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY, GARRISON, FORT LEE
3312 A AVENUE, SUITE 208
FORT LEE, VA 23801-1720

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FORT LEE FAMILY ADVOCACY PROGRAM (FAP)
AND
THE PRINCE GEORGE DEPARTMENT OF SOCIAL SERVICES
FOR
FAMILY ADVOCACY PROGRAM SUPPORT

This is a Memorandum of Understanding (MOU) between the Fort Lee Family Advocacy Program (FAP) and the Prince George Department of Social Services. When referred to collectively, the Fort Lee Family Advocacy Program (FAP) and the Prince George Department of Social Services are referred to as the "Parties".

1. AUTHORITIES:

1.1. This MOU applies to all cases of alleged child abuse and neglect, as defined by the Code of Virginia in subsection 63.2-1503 and related sections, involving military personnel of the Fort Lee military personnel and their family members who reside within the jurisdiction of Prince George County, Virginia and pursuant to Army Regulation (AR) 608-18, dated 30 October 2007, Rapid Action Revision (RAR), issued 13 September 2011.

2. PURPOSE: This MOU establishes written procedures to define the relative responsibilities of the Prince George Department of Social Services (PGDSS) and Fort Lee Family Advocacy Program (FAP) in matters involving the abuse or neglect of children of military Families within the area of Prince George County encompassed by Fort Lee Family Advocacy and in matters outside of the installation involving military Families.

3. UNDERSTANDING OF THE PARTIES:

3.1. The Fort Lee Family Advocacy Program (FAP)

3.1.1. Upon the arrest of a subject for domestic violence who is either an active duty Soldier or the civilian spouse of an active duty Soldier, the Prince George Department of Social Services will notify the Family Advocacy Program Victim Advocates of the incident and strongly encourage the victim to seek services available to them through the Family Advocacy Program.

3.1.2. Any sexual assault victim who is an active duty Soldier should be referred to the Installation Sexual Assault Response Coordinator (SARC) for confidential and supportive services.

3.1.3. The Family Advocacy Program will, in turn, advise victims of domestic violence and/or sexual assault whose cases are being prosecuted in the County of Prince George of the availability of services through the Prince George Department of Social Services.

3.2. The Prince George Department of Social Services

3.2.1. Scope. The Prince George Department of Social Services is the public agency

responsible for receiving and responding to complaints and reports of child abuse or neglect occurring within Prince George County, Virginia and has authority to conduct investigations and to take abused and neglected children into protective custody, in accordance with Chapter 15 of Title 63.2, Code of Virginia, 1950, as amended. In accordance with AR 608-18, Fort Lee Family Advocacy has established procedures to identify and report all cases of alleged child abuse or neglect involving military service members of the Command and their Family members to appropriate authorities, including Prince George Department of Social Services and civilian law enforcement agencies.

3.2.2. Jurisdiction. All parties are authorized to enter into this agreement in accordance with various federal laws, state laws, Department of Defense regulations and directives and judicial opinions including, but not limited to AR 608-18, dated 30 October 2007, RAR 13 September 2011, Virginia Code Section 63.2-1503I, and related Virginia Code provisions, The Child Abuse Prevention and Treatment Act, 42 U.S.C. 5101, The Education for All Handicapped Children Act of 1985, 20 U.S.C. 1412; Federal Privacy Act of 1974, and The Correction of Youthful Offenders Act, 18 U.S.C. 5001.

4. Report and Notification Requirements. Fort Lee Military Police will serve as the installations 24-hour Report Point of Contact (RPOC) for spouse and child abuse. Other FAP professionals who receive initial allegations of violence must report the allegation to the Military Police/PMO. Fort Lee Military Police as the installation RPOC will also be responsible for reporting all incidents of spouse and child abuse to the PMO. Upon receiving a report of suspected child abuse FAP-Clinical, Kenner Army Health Clinic (KAHC) must report the incident to the appropriate CPS agency. Furthermore, FAP-Clinical, KAHC must ensure all of the individuals that must be notified of a spouse or child abuse report are notified in a timely manner and are involved from initial investigation to case closure. The Prince George Department of Social Services will notify the FAP-Clinical of all off-post incidents of child abuse and any restraining orders issued by a Prince George court involving a service member assigned to Fort Lee to the extent allowed by subsection 63.2-1503 Code of Virginia.

5. RESPONSIBILITIES

5.1. Prince George Department of Social Services will:

5.1.1. Conduct Family assessments and investigate allegations of child abuse/neglect occurring within Fort Lee or if involving military personnel assigned to Fort Lee when living off-base in a timely manner and shall provide protective and rehabilitative services as needed. Prince George shall have primary responsibility for providing child protective services for such military personnel to include foster care.

5.1.2. To the extent authorized by state and federal law, the Prince George Department of Social Services agrees to exchange information with FAP-Clinical, an agency of the KAHC, Family Advocacy Program (FAP), the Fort Lee Case Review Committee (CRC) and the RPOC and any other military law enforcement agencies for the purposes of military investigation and military disposition of complaints of child abuse and neglect and for child protection.

5.1.3. Inform FAP-Clinical of completed Family assessments when a need for protective services identifies military personnel and their dependents residing in Prince George County.

5.1.4. Inform FAP-Clinical when military personnel and their dependents residing in Prince George County are involved in Prince George child abuse or neglect treatment programs.

5.1.5. Participate in activities of FAP-Clinical, FAP or PMO as applicable, either in person or by teleconference, where appropriate and feasible.

5.1.6. Coordinate treatment plans with assigned clinicians where appropriate and feasible.

5.2. FAP, FAP-Clinical, and related on-base agencies will:

5.2.1. Report immediately all allegations of child abuse or neglect to Prince George Department of Social Services for investigation.

5.2.2. Assist Prince George Department of Social Services workers in gaining access to military installations for case-related activities.

5.2.3. Assist Prince George Department of Social Services in locating military personnel.

5.2.4. Provide Prince George Department of Social Services with any necessary reports, documents and testimonial evidence in legal proceedings on behalf of children, to the extent permitted by federal law or regulation.

5.2.5. To the extent permitted by federal law or regulation, share information with Prince George Department of Social Services regarding any services and history regarding military personnel and their dependents involved with an allegation of abuse or neglect.

5.2.6. Obtain personnel records of former military personnel when necessary in child abuse or neglect cases in order to further the best interests of the child.

5.2.7. Coordinate treatment plans and resources available through military programs for military personnel and their dependents with Prince George Department of Social Services to provide effective treatment in the best interest of the children and Family members.

5.2.8. Inform Prince George Department of Social Services of all meetings when a case involving Prince George Department of Social Services is scheduled for presentation.

5.2.9. Participate in case coordinating conferences called by Prince George Department of Social Services when appropriate.

5.2.10. Conduct concurrent military-related investigations by appropriate military authorities to determine the extent of military criminal or administrative response.

6. Court Representation. Presentation of cases to local courts is the responsibility of Prince George Department of Social Services working with the Commonwealth's Attorney, if appropriate, or the attorney representing Prince George Department of Social Services in civil cases. A representative will be made available in appropriate cases to assist in the preparation and presentation of cases. Fort Lee authorities will cooperate with Prince George Department of Social Services in enforcing specific obligations that may be set forth in any court order.

7. Cooperation. The Commanding General or Designee will ensure the cooperation of all Fort Lee officials with Prince George representatives. The Commanding General or Designee will further direct that an Installation Memorandum of Understanding be executed which establishes standing operating procedures among installation agencies in accordance with this Memorandum of Understanding.

8. GENERAL PROVISIONS:

8.1. POINTS OF CONTACT: The following points of contact (POC) 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.

8.1.1. For Fort Lee

8.1.1.1. Family Advocacy Program Manager, 804-734-7585. DSN: 687-7585

8.1.2. For The Prince George Department of Social Services

8.1.2.1. Prince George Department of Social Services, Director, 804-862-5272

8.1.2.2. Prince George Department of Social Services, Prince George Commonwealth Attorney, 804-733-2790

8.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, to the The Family Advocacy Program, to –

8.2.1. 1231 Mahone Ave Bldg 9023 Fort Lee VA 23801. Patricia.F.Harper2.civ@mail.mil.

8.2.2. 6450 Administration Drive #12 Prince George VA 23875.
SDouglas@princegeorgecountyva.gov

8.2.3. 6601 Courts Drive Prince George VA 23875. Sfierro@princegeorgecountyva.gov

9. 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.

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

11. 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 in accordance with DoDI 4000.19.

12. TERMINATION OF UNDERSTANDING: This MOU may be terminated at will by either party.

13. TRANSFERABILITY: This MOU is not transferable except with the written consent of the parties.

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

15. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

16. EXPIRATION DATE: This MOU expires on _____.


17. CANCELLATION OF PREVIOUS MOA: This MOU cancels and supersedes the previously signed MOA between the same parties with the subject Memorandum of Agreement between Fort Lee Family Advocacy Program and Prince George Department of Social Services, effective date of 7 December 2013.

PATRICIA F. HARPER
Family Advocacy Program Manager
Army Community Service

ADAM W. BUTLER
COL, US Army
Garrison Commander

(Date)

(Date)



SHEL BOLYARD-DOUGLAS
Director, Prince George
Department of Social Services



SUSAN FIERRO
Commonwealth Attorney
Prince George County

11-16-16
(Date)

11-16-16
(Date)