

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFUTT AIR FORCE BASE, NEBRASKA; THE NEBRASKA DEPARTMENT OF
HEALTH AND HUMAN SERVICES; AND DOUGLAS COUNTY, NEBRASKA**

This is a Memorandum of Understanding (MOU) between Offutt Air Force Base Family Advocacy Program and the Nebraska Department of Health and Human Services and Douglas County, Nebraska. When referred to collectively, the Offutt Air Force Base Family Advocacy Program and Nebraska Department of Health and Human Services and Douglas County, Nebraska are referred to as the "Parties."

1. **PURPOSE:** The purpose of this agreement is to ensure the protection of children in Douglas County, Nebraska by promoting cooperation and facilitate exchange of information between agencies of Douglas County Child Protective Services (CPS), Nebraska and Offutt AFB, Nebraska responsible for addressing child abuse. This agreement establishes procedures to integrate jurisdiction vested in the Nebraska Department of Health and Human Services, acting by and through the Douglas County CPS and Offutt AFB Family Advocacy.

2. **AUTHORITY:** DoDI 4000.19 (Interservice and Intergovernmental Support)
DoD Directive 6400.1 (Family Advocacy Program)
AFI 25-201 (Support Agreements Procedures)
AFI 40-301 (Family Advocacy)
Family Advocacy Standards A-4

3. **GENERAL:** Jurisdiction in regard to investigating and interviewing of spouse or child abuse cases will be as follows: Offutt AFB has exclusive jurisdiction of all cases that happen within the confines of the military reservation or "base proper," which is Offutt AFB. In these areas, the state, local or municipal agency in question will participate in these cases by request or invitation. Those areas not considered "base proper" but those that would be considered base property (Ehrling Bergquist Clinic, Rising View Housing Area and the Base Lake) do fall under state jurisdiction, and military agencies with either investigative or interviewing responsibilities are available to assist.

4. **RESPONSIBILITIES:**

a. **FINANCIAL MANAGEMENT:** This Memorandum of Understanding (MOU) is procedural in nature and will not initiate the obligation of funds or manpower beyond what is already obligated. 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. 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.

b. **LOGISTICS SUPPORT:** This MOU does not require additional plans, maintenance, supply, transportation or contracting services.

c. **OPERATIONAL SUPPORT:** CPS will report all known or suspected child abuse offenses involving military families to the Family Advocacy Office at Offutt AFB within two working days when possible. When not an obstacle to successful prosecution, information gathered during family interviews, home visits, medical examinations and case inquiries will be openly exchanged. Generally, the responsibility for intake, investigation and treatment for victims and perpetrators of abuse will be coordinated jointly. No CPS employee will conduct interviews or investigations on Offutt AFB without first notifying the Family Advocacy Office. The Family Advocacy Office will do all in its power to assist in and expedite such an investigation. If a Family Advocacy staff person believes a situation warrants removal of a child, CPS will be contacted immediately. CPS will make the final determination and will seek, in appropriate cases, authority for temporary protective custody through the Department of Health and Human Services and the Douglas County Juvenile Court. Upon a grant of authority by the juvenile court judge, CPS will place the child(ren), arrange for the initiation of child protective proceedings and will notify all parties of the hearing date and time. A CPS member will continue to serve as a representative and liaison at the Clinical Case Staffing (CCS) meetings, which are held monthly. During the CCS meetings, treatment plans will be developed which further delineate when identified problems are resolved and case closure can occur. All available medical and social resources for treatment will be used.

d. **MISSION SUPPORT:** The primary focus of the Offutt AFB Family Advocacy Program in all cases of alleged or substantiated child abuse will be to provide support to the family (offender and victim) and to facilitate an expeditious but thorough assessment and course of treatment to help the family return to an optimal level of functioning.

e. **MANPOWER:** There are no additional manpower requirements.

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:**

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.

(1) For the Offutt AFB Family Advocacy Program

(a) Primary: Mr. Kenneth C. Komyathy
Director, Family Advocacy Program
402-294-7886

(2) For CPS

(a) Primary: Camas Steuter
Service Area Administrator
Health & Human Services
402-595-3257

b. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the Offutt AFB Family Advocacy Program: 55 MDOS/SGOW (Family Advocacy), 2501 Capehart Road, Offutt AFB, NE 68113-2160; and H&HS: 11949 Q Street Omaha, NE 68137.

c. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

d. **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.

e. **TERMINATION OF UNDERSTANDING:** This MOU may be terminated in writing at will by either Party.

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

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

h. **EXPIRATION DATE:** This MOU expires on 25 Apr '22.

7. **AGREEMENT AND ADMINISTRATION:** The effective date of this MOU and all subsequent MOUs will be the same day the 55 Wing Commander approves the MOU. This memorandum of understanding will be reviewed every three years.

APPROVED:



MICHAEL H. MANION, Colonel, USAF
Commander, 55th Wing



CAMAS STEUTER
Service Area Administrator
11949 Q Street
Omaha, NE 68137
402-595-3257

25 APR 19

(DATE)

11 June '19

(DATE)