



DEPARTMENT OF THE ARMY  
HEADQUARTERS, UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY  
289 IRELAND AVENUE  
FORT KNOX, KENTUCKY 40121-5111

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
US ARMY GARRISON, FORT KNOX, KENTUCKY  
AND  
KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR COMMUNITY BASED SERVICES  
AND  
IRELAND ARMY HEALTH CLINIC, FORT KNOX, KENTUCKY

AGREEMENT NUMBER: MCXM-501.24-18

SUBJECT: Memorandum of Understanding on the Abuse and Neglect of Children of Military Families

This is a Memorandum of Understanding (MOU) between the US Army Garrison (USAG), Fort Knox, Kentucky, Ireland Army Health Clinic (IRAHC), Fort Knox, Kentucky and the Kentucky Cabinet for Health and Family Service, Department for Community Based Services (DCBS), Frankfort, Kentucky. When referred to collectively, the USAG, IRAHC and the Kentucky Cabinet for Health and Family Service, DCBS are referred to as the "Parties."

1. AUTHORITIES AND REFERENCES:

- a. AR 608-18, the Army Family Advocacy Program, 30 Oct 2007; Rapid Revision, 13 Sep 2011.
- b. 42 U.S.C. 5101, the Child Abuse Prevention and Treatment Act.
- c. Kentucky Revised Statutes (KRS) Chapters 600-645, Unified Juvenile Code.
- d. Kentucky Administrative Regulations (KAR) Title 922, Cabinet for Health and Family Services Department for Community Based Services Protection and Permanency.
- e. DOD Instruction 4000.19, Support Agreements, 25 Apr 2013; Change 1, 30 Nov 2017.

2. PURPOSE: This MOU establishes written procedures to integrate the exercise of authority vested in the Kentucky Cabinet for Health and Family Service, DCBS, IRAHC and USAG, Fort Knox, Kentucky in matters involving the abuse and neglect of children of military families. This agreement does not purport to create additional jurisdiction vested in any of the Parties. This agreement supersedes all previous agreements between the Parties pertaining to child abuse, neglect and misconduct.

### 3. RESPONSIBILITIES OF THE PARTIES.

#### a. The USAG, Fort Knox will:

(1) Immediately report all suspected cases of child abuse and neglect to DCBS Centralized Intake.

(2) Provide, upon request of a DCBS social worker, police escorts for social services workers to specified locations on post.

(3) Provide access to Fort Knox and government housing areas to DCBS social services workers as needed. Such access to housing areas is necessary to investigate and work with Families to protect children and to effect the reunification of children who have been removed from their parent's custody.

(4) Support DCBS in all phases of its work on Fort Knox.

(5) Coordinate and support the local Case Review Committee (CRC) in accordance with AR 608-18.

(6) Encourage individuals with knowledge of suspected cases of child abuse and neglect to report directly to DCBS.

(7) Notify DCBS, through the Family Advocacy Program (FAP), Department of Social Work, of scheduled CRC/FAP staff meetings involving mutual child abuse and/or neglect cases.

(8) Provide assistance to DCBS in evaluating, assessing, and determining an appropriate Family services case plan with the Family upon request for child abuse and neglect cases and in arranging required treatment services from military and civilian agencies.

(9) Upon request of DCBS, provide documentary and /or testimonial evidence, as required and in accordance with applicable law and regulations, in support of DCBS efforts before the District/Family Court.

(10) Provide access to children in possible need of protection while at on-post schools without prior notification of parents.

#### b. The DCBS will:

(1) Investigate reported cases of child abuse and neglect on Fort Knox, in accordance with the Kentucky Unified Juvenile Code and the Standards of Practice of DCBS.

(2) Notify the Fort Knox Military Police at 624-2111 to report cases received off post which pertain to military I.D. card holders. DCBS will request support from the FAP, Social Work Services (SWS) as appropriate, and will provide pertinent information to FAP for presentation to the Case Review Committee (CRC). DCBS will report or make information accessible to FAP/SWS on the status of these cases on an as-needed basis, including investigative findings.

(3) Provide appropriate protective services, including case management services, to all active cases and will utilize the CRC as a resource.

(4) Promptly secure emergency protective custody for children determined to be in imminent danger or at risk of serious injury, and notify SWS of placement.

(5) Coordinate, when possible, intended visits to installation agencies, units and organizations in advance to arrange necessary cooperation and/or assistance from Fort Knox officials.

(6) DCBS, or any interested party, may file a petition in District/Family Court for the removal of abused and/or neglected children from the home of parents/guardians regarding the placement of these children per KRS 620.070.

c. IRAHC will:

(1) Provide or coordinate medical care/examinations for involved children, in accordance with applicable regulations.

(2) Obtain Medical records, background and central registry checks and provide findings to DCBS within twenty-four hours of referral.

d. All Parties will:

(1) Agree that the following limits apply to this agreement;

(a) That for those children residing on Fort Knox who need protection from child abuse and neglect, to include foster care placement, the laws of the Commonwealth of Kentucky as set forth in Kentucky Revised Statutes [KRS] Unified Juvenile Code and Kentucky Administrative Regulations (KAR) shall apply.

(b) That for those children residing off post, but within the Commonwealth of Kentucky, who need protection from child abuse and neglect, the laws of the Commonwealth of Kentucky as set forth in KRS and KAR, relating to juvenile services, shall apply.

(c) That the Parties further agree that the definitions of terms that shall apply to this Memorandum are those set forth in Army Regulation 608-18 and in the KRS Unified Juvenile Code.

(d) That the Garrison Family Advocacy Program (FAP) and the FAP Department of Social Work Service, Ireland Army Health Clinic, Fort Knox, Kentucky, are the primary organizations responsible for administering this agreement on Fort Knox.

(2) Work cooperatively to provide services for abused or neglected children and their families.

(3) Utilize the Silverleaf Advocacy Center and/or Hardin Memorial Hospital, Elizabethtown, KY for interviews, counseling and/or medical examinations to the extent practicable and when it is the best interest of the child.

(4) Jointly investigate referrals involving allegations of sexual abuse, as dictated by the Kentucky Revised Statutes (KRS). During joint investigations, DCBS will work cooperatively with the Fort Knox Military Police [MPs], the Criminal Investigations Division [CID] and/or the Provost Marshal [PM].

(5) Address day-to-day delivery problems and concerns to their respective inter-agency contact persons. If service delivery or administrative problems cannot be resolved, they will be referred through the respective chains of command for resolution.

(6) Agree to abide by all laws and regulations governing the confidentiality of patient information and further agree to vigorously safeguard privileged information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable laws, statutes, ordinances, and/or regulations.

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:

a. EFFECTIVE PERIOD: This MOU is effective on the date the last party signs and expires 3 years from the effective date.

b. REVIEW/MODIFICATION/TERMINATION: The Parties shall review the agreement annually on or around the anniversary date for financial impacts, and triennially in its entirety. This agreement may only be modified by written agreement of the Parties, duly signed by their authorized representatives. This agreement may be terminated by either party by giving at least 30 days written notice to the other Parties. This MOU may also be terminated at any time by mutual written consent of the Parties. In case of mobilization or other emergency, this agreement will remain in force only within the supplier's capabilities.



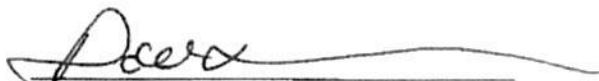
d. DISPUTES: Any dispute relating to this MOU will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or elevated through their respective chains of command for resolution per DODI 4000.19.

e. TRANSFERABILITY: This MOU is not transferable except with the written consent of the parties. This provision is not intended to apply to normal succession of Approving Officials, unless so stated.

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

6. AGREED:

FOR DCBS:



Adria Johnson  
Commissioner  
Department for Community  
Based Service  
Kentucky Cabinet for Health  
and Family Services

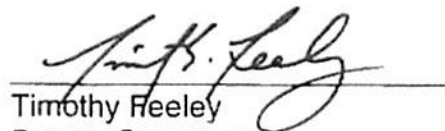
DATE: 4/17/18

FOR IRAHC:



KEVIN R. BASS  
Colonel, US Army  
Ireland Army Health Clinic  
Commanding

DATE: MAY 4 2018



Timothy Feeley  
Deputy Secretary  
Department for Community  
Based Service  
Kentucky Cabinet for Health  
and Family Services

DATE: 4-17-18

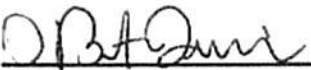
FOR USAG:



PATRICK N. KAUNE  
Colonel  
US Army Garrison  
Fort Knox, Kentucky  
Commanding

DATE: MAY 09 2018

Approved as to form and legality:

  
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Legal



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
HEADQUARTERS, US ARMY CADET COMMAND AND FORT KNOX  
50 3<sup>RD</sup> AVENUE, BUILDING 1310, SUITE 215  
FORT KNOX, KENTUCKY 40121-5230

ATCC-SJA-A

27 March 2018

MEMORANDUM FOR Commander, US Army Garrison, Fort Knox, KY 40121

SUBJECT: MOU between USAG, IRAHC, and DCBS

1. This legal opinion is in response to a request to review the Memorandum of Understanding (MOU) between the United States Army Garrison (USAG), Ireland Army Health Clinic (IRAHC) and the Kentucky Cabinet for Health and Family Services, Department of Community-Based Services (DCBS). The purpose of the MOU is to integrate the exercise of authority vested in the Kentucky Cabinet for Health and Family Service, DCBS, IRAHC and USAG, Fort Knox, Kentucky in matters involving the abuse and neglect of children of military families. There is no legal objection to this MOA.

2. Authority. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, dated 25 April 2013

3. Analysis. There is no legal objection to this MOU.

4. POC is the undersigned at (502) 624-7414.

FOR THE STAFF JUDGE ADVOCATE:

BETTY WALKER

Administrative Law Attorney