

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOLLOWING PARTICIPATING
AGENCIES:
CITY OF AVONDALE,
CITY OF GOODYEAR,
CITY OF BUCKEYE,
STATE OF ARIZONA - DEPARTMENT OF
CHILD SAFETY
MARICOPA COUNTY – COUNTY
ATTORNEY’S OFFICE,
MARICOPA COUNTY – COUNTY SHERIFF’S
OFFICE,
HONORHEALTH,
AND
PHOENIX CHILDREN’S HOSPITAL, INC.

The City of Avondale Southwest Family Advocacy Center (“Center”), pursuant to various Intergovernmental Agreements, was created to provide integrated services for victims of abuse through the collaboration of the City of Avondale (“Avondale”), City of Buckeye (“Buckeye”), City of Goodyear (“Goodyear”), Maricopa County (“Maricopa”), and the State of Arizona Department of Child Safety (collectively referred to as “Governmental Agencies” for the purposes of the Memorandum of Understanding). *See Attachments 1 and 2.*

One of the core missions of the Center is to provide on-site collaboration and the use of multidisciplinary team approach for children who are victims of abuse. This multidisciplinary team approach is used for prevention, investigation, protection, medical assessment, and referral for prosecution and treatment of children who are victims of abuse.

Honor Health and Phoenix Children Hospital (collectively referred to as “Nonprofit Organizations”) employ forensic teams who conduct forensic medical examinations of children who are victims of abuse.

We, the undersigned Nonprofit Organizations and Governmental Agencies, agree to this Memorandum of Understanding (“MOU”) which memorializes our support of policies, services

and programs provided by Center to assist children who are victims of abuse.

We recognize that children who have been abused have specific needs and may be in a fragile state through no fault of their own. Our current systematic response to the needs of abused children in Maricopa County includes a wide array of professional services from both public and private sectors.

We recognize that a coordinated, collaborative and systematic response enhances the investigative process and provides for the immediate medical and therapeutic treatment therefore improving the welfare of children. Having recognized these things, the undersigned support coordination between the Governmental Agencies and the Nonprofit Organizations.

Each of the undersigned agrees to support the provisions outlined in the MOU and the provisions and policies set forth in the Center's Operation Manual in an effort to implement the multidisciplinary coordination efforts, including multidisciplinary investigations.

We acknowledge that the multidisciplinary team approach through the Center will serve to enhance the individual efforts of each of the undersigned entities.

We acknowledge that through the coordination of the Governmental Agencies and Nonprofit Organizations, and through community support and awareness, the Center will assist in coordinating efforts to ensure the protection and preservation of the children of Arizona.

GENERAL PROVISIONS

1. Each Governmental Agency and Nonprofit Organization will work with and assist Center to ensure that the best interests and protection of children will be served.
2. Each Governmental Agency and Nonprofit Organization shall participate at the Center as resources allow.
3. All reasonable efforts will be made by each Governmental Agency and Nonprofit Organization to coordinate each step of the investigative process in order to minimize the number of interviews and medical exams to which a child is subjected to at the Center.
4. Each Governmental Agency and Nonprofit Organization, through its duly authorized representative(s) will participate in regularly established multi-agency case reviews.
5. Each Governmental Agency and Nonprofit Organization will agree to assist, to a reasonable level and as resources allow the Center with the collection of information for case tracking purposes.
6. Each Governmental Agency and Nonprofit Organization will be invited and encouraged to attend training sponsored by the Center. The Center may, but is not obligated to, provide financial support for professionals and volunteers to attend specialized training in

Center's sole discretion.

7. All Center volunteers must meet the criteria set forth by the Center in order to qualify as volunteers.

8. It is expressly understood that each Governmental Agency and Nonprofit Organization will work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each Governmental Agency and Nonprofit Organization.

9. Each Governmental Agency and Nonprofit Organization participating at the Center agrees, as resources allow, to provide specially trained professionals with skills in interviewing, assessment, and investigation to handle appropriate cases of child sexual and physical abuse.

10. Any conflicts or divergence from protocols and procedures that occur regarding cases being addressed by the Center shall be discussed and evaluated at the disciplinary team meeting to define a solution acceptable to all parties.

11. Each Governmental Agency and Nonprofit Organization wishes to protect the confidentiality of certain confidential information disclosed solely for use as part of the multidisciplinary team under this MOU (the "Permitted Use").

12. Any Governmental Agency or Nonprofit Organization (the "Disclosing Party") may disclose or make available to another MOU participant (the "Receiving Party"), whether orally or in physical or electronic form, confidential or proprietary information concerning the Disclosing Party and/or its activities, cases, business, products, services, marketing, or promotional or technical information in connection with this MOU, which shall include the terms and conditions of this MOU (collectively, the "Confidential Information"). For purposes hereof Confidential Information will not include information (i) that was previously known to the Receiving Party without an obligation of confidentiality; (ii) that was acquired by the Receiving Party from a third party that was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that the Disclosing Party gave written permission to the Receiving Party to disclose. If applicable, all parties to this MOU will comply with A.R.S. § 8-807.

13. Except as otherwise required by applicable law, each Receiving Party agrees that (i) it will use the Confidential Information of the Disclosing Party solely for the Permitted Use and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this MOU by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued

administrative or judicial process demanding the Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of the subpoena or demand so that the Disclosing Party may assert any defenses to disclosure that may be available. Any such defenses must be asserted within thirty (30) days of the Disclosing Party's written notice. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the exclusive property of the Disclosing Party. The Receiving Party shall not receive any right, title, or interest in, or any license or right to use, Confidential Information or any intellectual property rights therein, by implication or otherwise except as explicitly provided herein.

14. Except as otherwise required by applicable law, the Receiving Party shall, upon the termination of this MOU or the request of the Disclosing Party, return to the Disclosing Party all Confidential Information received by the Receiving Party from the Disclosing Party and all Confidential Information in the Receiving Party's possession or control (and all copies and reproductions thereof). Alternatively, at the Receiving Party's option, the Receiving Party shall destroy all Confidential Information received by the Receiving Party from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports, or other documents prepared by the Receiving Party that contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by the obligations, including confidentiality, hereunder.

15. All Governmental Agencies and Nonprofit Organizations further agree to comply with any and all federal and state laws, rules and regulations regarding the confidentiality of medical information and health care records included in such Confidential Information. To the extent such requirements apply to this MOU, each entity will comply with its own rules, regulations and policies required by state and federal law, including without limitation, the Health Insurance Portability and Accountability Act and its implementing regulations (collectively "HIPAA") where applicable.

16. Any public announcement or press release that specifically references the Center shall be reviewed and approved by the Center prior to the release. The Governmental Agency or Nonprofit Organization shall provide the public announcement or press release to the Center at fifteen (15) days prior to release. The use of the Center's name, logo or intellectual property require prior written approval. Nothing in this MOU shall be deemed to grant to any Agency any right related to any of the trademarks, trade name, or good will of the Center.

17. Subject to the protections provided to Confidential Information in Section 11 above, each Agency participating at the Center will immediately share pertinent case information as permitted by protocol and all applicable law, including HIPAA.

18. The Governmental Agencies and Nonprofit Organizations will work to identify strategies that raise public awareness regarding prevention, identification, investigation, intervention, and treatment of child abuse.

19. The Governmental Agencies and Nonprofit Organizations shall support the Center to meet the Standards of Accreditation set forth by National Children's Alliance. *See Attachment 3.*

20. The Governmental Agencies and Nonprofit Organizations intend to create a collaboration and not a partnership. No provision of this MOU shall be construed or deemed to create any joint venture, joint enterprise, or agency relationship among the undersigned entities, and no undersigned entity shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of the other undersigned entities hereto, in the absence of a separate writing, executed by an authorized representatives. Each Governmental Agency and Nonprofit Organization shall be solely responsible for its representatives, employees, and contractors. All undersigned entities shall not hold themselves out as employees or agents of each other. No entity shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship, or to allow the undersigned entities to exercise control over one another in the manner in which their employees or agents perform services which are the subject of this MOU.

21. Each undersigned entity hereto (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless each of the other undersigned entities (each, an "Indemnified Party") and their successors, permitted assigns, estates, executors and heirs, to the fullest extent permitted by applicable Arizona law and federal law against all claims, damages, losses, liabilities, costs and expenses (collectively "Losses") incurred by the Indemnified Parties to the extent that such Losses arise from or are due to (i) the negligence, willful misconduct or fraud of the Indemnifying Party; and/or (ii) a breach of any of the terms, conditions, representations or warranties of this MOU.

22. The Indemnified Parties shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder; provided, however, that failure to give such notification shall not affect the indemnification provided under this MOU except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. The Indemnifying Party shall assume the defense of the claim through legal counsel designated by it and reasonably acceptable to the Indemnified Parties, provided that each Indemnified Party may obtain separate legal counsel at its own expense. The Indemnifying Party shall not settle or compromise any claim, or consent to the entry of any judgment, without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnified Parties shall cooperate with the Indemnifying Party in the defense of a claim, provided that such cooperation shall be at the Indemnifying Party's expense and within reasonable limitations.

23. No undersigned entity shall be liable to the other for lost profits or business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages.

24. Each undersigned entity agrees that none of the Center's directors, officers, employees, or any of their respective agents shall have any personal obligation hereunder, and that no undersigned entity shall not seek to assert any claim or enforce any of their rights hereunder against any of the other undersigned entities. The limitations set forth in this paragraph shall survive any cancellation, expiration, or termination, for any reason, of this MOU.

25. No Governmental Agency or Nonprofit Organization shall be responsible for the negligence or wrongful acts/omissions of another party, its officers, trustees, directors, or employees.

26. This MOU is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this MOU.

SPECIAL AGENCY PROVISIONS

1. The City of Avondale, City of Goodyear, City of Buckeye, and Maricopa County (Sheriff's Office) shall:

- Utilize the Center as the primary office for the Lieutenant, Detectives and civilian staff of the of the Center to assist with child abuse investigations.
- Exercise final authority regarding all criminal processes involving cases that originate in the respective entity's jurisdiction including those conducted jointly with the Department of Child Safety and/or other entities.
- Not knowingly or intentionally bring a suspected abuser to the Center.

2. The Department of Child Safety (DCS) shall:

- For cases assigned to the Office of Child Welfare Investigations ("OCWI") unit of DCS, coordinate with signatory entities to protect children who are served by Center to conduct investigations, assess degree of risk and coordinate services for the children and their families.
- Exercise final authority regarding DCS administrative processes including those conducted jointly with the any of the undersigned entities.

3. The Maricopa County Attorney's Office shall:

- Be responsible for assessing the legal aspects of the cases subject to this MOU in accordance with its prosecutorial role.

4. Phoenix Children's Hospital and Honor Health shall:

- Utilize its respective forensic teams to provide unbiased forensic medical examinations on children presenting to the Center with allegations of abuse.
- If applicable, have the sole and exclusive right to charge, bill, collect and retain all monies received for its professional services provided to patients encountered due to this MOU.

5. The Center shall:

- Provide signatory agencies in this MOU with a professional working environment including administrative and facilities support to ensure child abuse cases are handled properly.
- Provide, at a minimum, immediate crisis intervention by specialized therapists to respond to children and non-offending caregivers during the investigation process at

the Center.

- Provide specialized, dedicated staff to conduct forensic interviews of children alleging abuse.
- Provide victim advocacy through either dedicated staff and/or involvement from mental health staff.
- Facilitate regularly scheduled review of cases presented at the Center. Facilitate regularly scheduled peer review of forensic interviews.

EFFECTIVE DATE, MODIFICATION, TERMINATION AND ADDITIONAL PROVISIONS

1. This MOU will be effective on November 1, 2025, and will remain in effect for a period of five years from the date of signature, unless terminated earlier in accordance with termination requirements outlined in this MOU.
2. This MOU shall only be modified with the consent of all signatory entities.
3. The MOU and guidelines may be terminated by written notice, submitted to all signatories. Any party may terminate the MOU and Provisions, without or without cause, by providing thirty (30) days' written notice. Upon termination of this MOU, all rights and obligations of the Agencies shall cease, except those rights and obligations that have accrued or expressly survive, or that by their terms are intended to survive, such termination.
4. Parties of this MOU, whether housed at the Center or not, agree to the guidelines and provisions as outlined in this MOU.
5. **ARBITRATION:** The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518(B) and except as may be required by other applicable statutes. *See Attachment 4.*
6. **CONFLICT OF INTEREST:** The requirements of A.R.S. § 38-511 apply to this MOU. Any party may cancel this MOU, without penalty or further obligation, if a conflict exists pursuant to A.R.S. § 38-511. *See Attachment 5.*
7. **NON-DISCRIMINATION:** To the extent required by law, all parties shall comply with Executive Orders 2009-09, 2023-01, 2023-09C and all other applicable Federal and State laws, rules and regulations including the Americans with Disabilities Act. *See Attachment 6.*
8. **AUDIT OF RECORDS:** Pursuant to A.R.S. § 35-214 and § 35-215, all parties shall retain all data, books and other records ("records") relating to this MOU for a period of five years after completion of the MOU. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records. *See Attachments 7 and 8.*
9. **NON-AVAILABILITY OF FUNDS:** In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available

for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. *See Attachment 9.*

PARTICIPATING ENTITIES

IN WITNESS WHEREOF, the entities below have caused this MOU to be executed by their respective representatives duly authorized so to do as of the date below. Signatures contained on this document acknowledge the participation by the represented entities and affirmation that the represented agencies and all members will adhere to this MOU to the best of their ability.

City of Avondale, Avondale Police Department/Southwest Family Advocacy Center

Ron Corbin, City Manager

Date

City of Goodyear, Goodyear Police Department

Bryan Langley, City Manager

Date

City of Buckeye, Buckeye Police Department

Doug Sandstrom, City Manager

Date

Maricopa County, Maricopa County Sheriff's Office

Sheriff's Department Representative

Date

Department of Child Safety Representative:

Katie Ptak, DCS Director

Date

Maricopa County Attorney's Office Representative:

Rachel Mitchell, Maricopa County Attorney

Date

Phoenix Children's Hospital Representative:

Signature

Date

HonorHealth Representative:

Signature

Date

City of Goodyear

Bryan Langley, City Manager

Date

Approved as to Form:

Roric Massey, City Attorney

Attest:

Jasmine Pernicano, City Clerk

ATTACHMENTS

ATTACHMENT 1:

Intergovernmental Agreement between Partnering Agencies

ATTACHMENT 2:

Intergovernmental Agreement between Partnering Agencies and Department of Child Safety

ATTACHMENT 3

National Children's Alliance Standards Link

ATTACHMENT 4:

A.R.S. § 12-1518

ATTACHMENT 5:

A.R.S. § 38-511

ATTACHMENT 6:

Executive Order 2023-01 Protecting Employment Opportunity

ATTACHMENT 7:

A.R.S. § 35-214

ATTACHMENT 8:

A.R.S. § 35-215

ATTACHMENT 9:

A.R.S. § 35-154