

Memorandum of Understanding

Between:

**ChangePoint Integrated Health
Department of Child Safety
Leslie Keen, LCSW
Navajo County Sheriff Department
Navajo County Attorney's Office
Show Low Police Department
Northern Arizona Care and Services After Assault**

**Apache County
Holbrook Police Department
Winslow Police Department
Pinetop/Lakeside Police Department
Snowflake/Taylor Police Department
Summit Healthcare Association, d/b/a/
Summit Healthcare Regional Medical Center**

Be it agreed that:

- The Navajo County Multidisciplinary Team promotes a multidisciplinary collaborative approach for the coordination of investigation, prosecution and intervention services, it reduces further trauma for the victim.
- The Navajo County Multidisciplinary Team recognizes best practices in providing supportive, coordinated, and collaborative partnerships with law enforcement as members of the multidisciplinary team.
- Arizona Child and Family Advocacy Network will provide resources for education and training on topics such as victimology, family violence, sexual assault, and/or child abuse training for Multidisciplinary team members as requested and needed.
- Each member of the multidisciplinary team supports the mission of the Navajo County Multidisciplinary Team and is committed to the success of a multidisciplinary approach to the investigation of child abuse, vulnerable adult abuse, sexual assault and domestic violence.
- Members will refer, when appropriate, child abuse, vulnerable adult abuse, sexual assault and domestic violence investigations for case review.
- Navajo County Multidisciplinary Team recognizes best practices through collaborative partnerships by utilizing specialized law enforcement investigators when available, to participate on a Multidisciplinary Team for response to family and child abuse allegations. This includes case review, case updates, information sharing and periodic planning meetings.

Whereas, this constitutes the understanding between all Multidisciplinary Team members

TERM AND TERMINATION

The term of this Agreement shall be for a period of ten years effective on the date of last signature unless terminated earlier in accordance with the provisions of this Agreement. This agreement is subject to early termination by either party for any reason upon 30 days written notice.

WRITTEN AGREEMENT

This Agreement may be amended in writing by an Amendment signed by both parties.

INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury

of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, ADCS shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of ADCS's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

NON-AVAILABILITY OF FUNDS

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 of for any damages as a result of termination under this paragraph.

AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. 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.

CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

NON-DISCRIMINATION

Both parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Department of Child Safety

Date

Navajo County Sheriff Department

Date

Navajo County Attorney's Office

Date

Show Low Police Department

Date

Pinetop/Lakeside Police Department

Date

Snowflake/Taylor Police Department

Date

Winslow Police Department

Date

Holbrook Police Department

Date

ChangePoint Integrated Health

Date

Summit Healthcare Regional Medical Center

Date

Northern Arizona Care and Services After Assault

Date

Leslie Keene, LCSW

Date

Apache County Sheriff's Office

Date

Saint John's Police Department

Date