

## INFORMATION PAPER

DAPM-MPO-LE  
08 July 2019

SUBJECT: HQDA-190624-KFGM - DACOWITS Follow-up RFIs from June 2019 Quarterly Business Meeting

1. Purpose: Provide the information on RFIs 8 and 9 - Domestic Abuse/Domestic Violence Affecting Servicewomen

2. RFIs 8 and 9: The Committee noted that Military Protective Orders issued are not enforceable off base and that the Services rely on arrangements with local law enforcement authorities for assistance. Request each Service provide an explanation of how those agreements (i.e., memoranda of understanding) are developed to meet the DoDI 6400.06 requirement, to include: Does each Service have a standard agreement used by each installation? If so, please provide an example. Does each installation craft its own local agreements? If so, please provide any Service-level guidance issued. How does each Service assess the effectiveness of these agreements?

3. Army Regulation, 190-45 (Law Enforcement Reporting) mandates installation Provost Marshals and Directors of Emergency Services (PM/DES) establish formal Memoranda of Understanding (MOUs) with their civilian counterparts to establish or improve the flow of information between their agencies, especially in instances involving military personnel. The MOUs will be used to clarify jurisdictional issues for the investigation of incidents, to define the mechanism whereby local law enforcement (LE) reports involving active-duty Servicemembers will be forwarded to the appropriate installation LE office, to encourage the local LE agency to refer victims of domestic violence to the installation Family Advocacy Office or victim advocate, and to foster cooperation and collaboration between the installation LE agency and local civilian agencies.

4. AR 190-45 also mandates initial notification of the DD Form 2973 (Military Protective Order) to the appropriate civilian authorities (local magistrate courts, family courts, and local police) for the military to be notified if the subject is in possible violation of the order so action can be taken against the subject for violation of the order. The installation Provost Marshals Office and DESs will place the DD Forms 2873 in the NCIC Protective Order File, along with civilian protective orders. This provides the electronic means for military commanders to make information on the issuance of a DD Form 2873 available to all civilian law enforcement authorities.

5. In accordance with AR 190-45, the MOUs will address the following issues, at a minimum—

- (a) A general statement of the purpose of the MOU.
- (b) An explanation of jurisdictional issues that affect respective responsibilities to—and investigating incidents occurring on and off—the installation. This section should also address jurisdictional issues when a civilian order of protection is violated on military property (see 10 USC 1561a).
- (c) Procedures for responding to incidents that occur on the installation involving a civilian alleged offender.
- (d) Procedures for local LE to immediately (within 4 hours) notify the installation LE office of incidents and investigations involving Service members.
- (e) Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office.

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- (f) Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.
- (g) Procedures for transmitting civilian protection orders (CPOs) issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office.
- (h) Designation of the title of the installation LE recipient of such information from the local LE agency.
- (i) Procedures for transmitting the DD Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides.
- (j) Designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency.
- (k) Respective responsibilities for providing information to victims regarding installation resources when either the victim or the alleged offender is an active duty Service member.
- (l) Sharing of information and facilities during the course of an investigation in accordance with 5 USC 552a(b)(7)(The Privacy Act of 1974).
- (m) Regular meetings between the local civilian LE agency and the installation LE office to review cases and MOU procedures.

4. The Army addresses effectiveness in two ways - the Army Law Enforcement Compliance Program (ALECP) and Installation Management Command's Higher Headquarters Assessments (HHAs). These assess the PMO's/DES's formal MOU with their counterparts with local LE agencies regarding procedures for law enforcement information sharing on domestic abuse investigations, arrests and prosecutions involving military personnel.

5. Enclosed are two example MOUs.

Prepared by: Ms. Katherine Brennan  
Approved by: Mr. Thomas Blair



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
US ARMY INSTALLATION MANAGEMENT COMMAND  
ATLANTIC REGION  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
1 KARKER STREET, MCGINNIS-WICKAM HALL  
FORT BENNING, GEORGIA 31905-5000

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ARMY COMMUNITY SERVICE (ACS) FAMILY ADVOCACY PROGRAM (FAP)  
FORT BENNING, GEORGIA  
AND  
THE COLUMBUS ALLIANCE FOR BATTERED WOMEN, INC.

SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault

1. References.

a. Army Regulation 608-18, Family Advocacy Program (FAP), 30 October 2007, (Rapid Action Revision 13 September 2011).

b. Army Regulation 600-20, Army Command Policy, 6 November 2014.

2. Purpose. To establish responsibility for the provision and coordination of emergency safe housing, support services for military spouses, and provide education/training to the local community on Fort Benning services.

3. General. Both agencies agree that:

a. The goals of the FAP and Columbus Alliance for Battered Women, Inc., reflect concern for the victims of domestic violence/sexual assault and a desire to:

(1) Eliminate violence in the home.

(2) Improve the quality of life among military and Civilian Families.

(3) Prevent deaths, injuries, and emotional traumas.

(4) Ensure policies address safety, confidentiality, and the right of the victim to make the decision.

b. Military spouses who are victims of abuse have the right to emergency housing and have a right to choose treatment and who shall provide that treatment.

c. There should be no duplication of services.

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SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault – Memorandum of Understanding

4. Responsibilities:

a. The FAP will be responsible for:

(1) Providing updated information annually or as major policy changes occur for shelter staff, which describes the services available through the military for victims of domestic violence and sexual assault.

(2) Providing and coordinating support services for military spouses residing at the Columbus Alliance for Battered Women, Inc., who request services provided by the military.

(3) Providing periodic in-service training to Columbus Alliance for Battered Women, Inc., staff about the Fort Benning FAP and military policy and procedures.

b. The Columbus Alliance for Battered Women, Inc., will be responsible for:

(1) Contacting the FAP Manager regarding any concerns or problems with this agreement.

(2) Making the final determination regarding eligibility for services from the Columbus Alliance for Battered Women, Inc.

(3) Contacting the FAP Manager or FAP-Clinical staff on behalf of military spouses who request support services from the military community on domestic violence or sexual assault.

(4) Providing the FAP Manager with a copy of the Columbus Alliance for Battered Women, Inc., resident admission agreement and notification of major policy changes.

(5) Providing emergency shelter, supportive services, and victim advocacy for military spouses, their children, and female Soldiers. In addition, provide education/training to the local community on domestic violence and Fort Benning services.

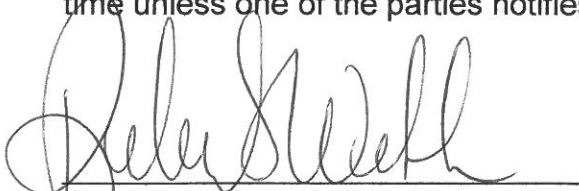
(6) Providing periodic in-service training on the program policies and procedures and the dynamics of domestic violence and sexual assault to FAP, FAP-Clinical, and other Fort Benning agencies.

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SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault – Memorandum of Understanding

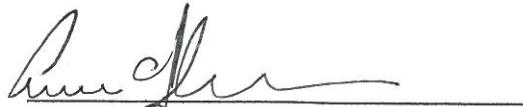
(7) Providing quarterly statistics to FAP Manager on the number of military spouses served by the Columbus Alliance for Battered Women, Inc.

5. Effective Date. This memorandum of understanding shall extend one year from the date of the last signature shown below and will automatically extend for a like period of time unless one of the parties notifies the other of intent not to renew this agreement.



REBECCA S. WELCH  
Family Advocacy Program Manager

1/13/2016  
(Date)



ANDREW C. HILMES  
Colonel, Armor  
Garrison Commander

2/12/2016  
(Date)



LINDSEY REIS  
Executive Director  
Columbus Alliance for Battered Women

1/13/2016  
(Date)



**DEPARTMENT OF THE ARMY**  
**US ARMY INSTALLATION MANAGEMENT COMMAND**  
**ATLANTIC REGION**  
**HEADQUARTERS, UNITED STATES ARMY GARRISON**  
**1 KARKER STREET, MCGINNIS-WICKAM HALL**  
**FORT BENNING, GEORGIA 31905-5000**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ARMY COMMUNITY SERVICE FAMILY ADVOCACY PROGRAM**  
**FORT BENNING, GEORGIA**  
**AND**  
**CRISIS CENTER OF RUSSELL COUNTY**

**SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault**

1. Purpose. To establish responsibility for the provision and coordination of emergency safe housing, support services for military spouses, and provide education/training to the local community on Fort Benning services.
2. Reference. Army Regulation 608-18, The Family Advocacy Program (FAP), 30 October 2007 (Rapid Action Revision Issue Date: 13 September 2011).
3. General. Both agencies agree that:
  - a. There should be no duplication of services.
  - b. The goals of both agencies reflect concern for the victims of domestic violence/sexual assault and a desire to:
    - (1) Eliminate violence in the home.
    - (2) Improve the quality of life among military and civilian families.
    - (3) Prevent deaths, injuries, and emotional traumas.
    - (4) Ensure policies address safety, confidentiality, and the right of the victim to make the decision.
  - c. Military spouses who are victims of abuse have a right to emergency housing and have a right to choose treatment and who shall provide that treatment.
  - d. This Memorandum of Understanding (MOU) shall be reviewed annually.

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SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault

4. Responsibilities.

a. The FAP will be responsible for:

(1) Providing updated information annually or as major policy changes occur for shelter staff, which describes the services available through the military for victims of domestic violence and sexual assault.

(2) Providing and coordinating support services for military spouses residing at the Crisis Center of Russell County who request services provided by the military.

(3) Providing periodic in-service training to the Crisis Center of Russell County staff about the Fort Benning FAP and military policy and procedures.

b. The Crisis Center of Russell County will be responsible for:

(1) Contacting FAP Manager regarding any concerns or problems with this agreement.

(2) Making the final determination regarding eligibility for services from the Crisis Center of Russell County.

(3) Contacting FAP Manager or FAP-Clinical (SWS) staff on behalf of military spouses who request support services from the military community on domestic violence or sexual assault.

(4) Providing FAP Manager with a copy of the Crisis Center of Russell County resident admission agreement and notification of major policy changes.

(5) Providing emergency shelter, supportive services, and victim advocacy for military spouses, their children and female Soldiers. In addition, provide education/training to the local community on Fort Benning community.

(6) Providing periodic in-service training to FAP-Clinical and FAP and other Fort Benning agencies on the Crisis Center of Russell County program policies and procedures and the dynamics of domestic violence and sexual assault.

(7) Providing quarterly statistics to FAP manager on the number of military spouses served by the Crisis Center of Russell County.

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SUBJECT: Emergency Housing for Military Spouses, Their Children, and Female Soldiers Who Are Victims of Abuse/Sexual Assault

5. Effective Date: The term of this memorandum of understanding shall extend for one year from the date of the last signature shown below. This memorandum will automatically extend for a like period of time unless one of the parties notifies the other of intent not to renew this agreement.



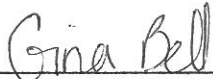
REBECCA S. WELCH  
Family Advocacy Program Manager

1/13/2016  
(Date)



ANDREW C. HILMES  
Colonel, Armor  
Garrison Commander

2/12/2016  
(Date)



GINA BELL  
Executive Director, Crisis Center of  
Russell County

1/13/16  
(Date)





DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
ATLANTIC REGION  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
1 KARKER STREET, MCGINNIS-WICKAM HALL  
FORT BENNING, GEORGIA 31905-5000

REPLY TO  
ATTENTION OF

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FORT BENNING, THE GEORGIA DEPARTMENT OF HUMAN RESOURCES,  
MUSCOGEE COUNTY AND CHATTAHOOCHEE COUNTY

1. **PURPOSE:** This understanding establishes written procedures to integrate the exercise of jurisdiction vested in the Georgia Department of Human Resources (DHR) acting by and through the Muscogee services, the Muscogee and Chattahoochee County Departments of Children Services, the Muscogee County Courts and Fort Benning military authorities, in matters involving the abuse of children of military Families.

2. **GENERAL:**

a. This understanding does not purport to create additional jurisdiction, nor to limit or modify the existing jurisdiction vested in the parties. This understanding supersedes all previous understandings between DHR, Muscogee and Chattahoochee County juvenile authorities and Fort Benning, Georgia, pertaining to child abuse.

b. The intent of the parties in entering into this understanding is to provide for the legal, timely, and effective protection of the children of military Families when those children are alleged to be abused or neglected. The parties agree that the most effective way to protect the children is to adopt a coordinated methodology for the reporting and investigation of allegations of abuse and neglect and for the adoption of treatment alternatives. The provisions of this understanding are to be interpreted to accomplish this intent.

3. **AUTHORITY:** The Georgia Department of Human Resources, under the authority of OCGA 49-5-8 and 19-7-5, through the Muscogee County and Chattahoochee County Departments of Family and Children Services, is responsible for the protection of all abused or neglected children within Muscogee and Chattahoochee Counties. Muscogee and Chattahoochee courts are responsible for the protection of children under OCGA 19-9 and 15-11. The Commanding General, Fort Benning, by virtue of his inherent authority as Commander, and through specific authority granted to him under the Army Family Advocacy Program Spouse and Child Abuse Program, Army Regulation 608-18, is responsible for the protection of abused children of military Families within his command; as well as for maintaining law, order, and discipline on the installation. The Commanding General's authority to provide protection for children of military Families is limited, however, by the lack of a federal judicial framework in which the status of children can be adjudicated and in which appropriate, judicially-managed remedies can be mandated. Fort Benning, therefore, relies upon Muscogee County and Chattahoochee County Juvenile Courts to exercise their authority, where necessary, in case of abused children of

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military Families. The parties to this understanding do not intend that the exercise of the juvenile court's jurisdiction shall be interpreted to undermine federal sovereignty.

**4. DEFINITIONS:** For the purpose of this understanding, the following definitions apply as included in Army Regulation 608-18:

a. The Muscogee County and Chattahoochee County Juvenile Courts, hereinafter referred to as the "Court," are the courts empowered with original jurisdiction to adjudicate child abuse cases in Muscogee County and Chattahoochee County, respectively.

b. The Department of Human Resources, Division of Family and Children Services, acting by and through the Muscogee County and Chattahoochee County Divisions of Family and Children Services, hereinafter referred to as "DFCS," is the agency primarily responsible for the intake, investigation, and management of child abuse cases in Muscogee County and Chattahoochee County.

c. Family Advocacy Program-Clinical, hereinafter referred to as "FAP-C," is the agency of the Fort Benning Medical Treatment Facility, hereinafter referred to as the "MTF," which is primarily responsible for the intake, investigation, and management of on-post child abuse and certain military-related incidents, and for collection of information pertaining to off-post child abuse.

d. The Family Advocacy Program, hereinafter referred to as the "FAP," is an Army program established by Army Regulation designed to promote the growth, development, and general welfare of children of Army Families by coordinating human services provided to such children and by interceding on their behalf when necessary.

e. The Fort Benning Case Review Committee hereinafter referred to as the CRC, is a multi-disciplinary team, appointed and supervised by the MTF commander, subject to the direction of the Fort Benning Commander, to handle cases of military children and Families where the children have been, or are suspected to be, abused.

f. The Directorate of Emergency Services, hereinafter referred to as the "DES," coordinates all law enforcement activity on Fort Benning, and is primarily responsible for investigating crimes involving child abuse on the installation. The DES coordinates such investigations with the U.S. Army Criminal Investigation Command, and federal and state law enforcement authorities, as appropriate.

g. The DES serves as the report point-of-contact, hereinafter referred to as the "RPOC," for Fort Benning, and receives all reports of child abuse occurring on post. The RPOC notifies all agencies required to be notified by regulation and this understanding.

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h. Child abuse includes child sexual abuse and child neglect, and means the physical or mental injury, sexual abuse or exploitation, negligent treatment or maltreatment of a child under the age of 18, by a person (including any employee of a residential facility or any staff person providing out-of-home care) who is responsible for the child's welfare, under circumstances which indicate that the child's health or welfare is harmed or threatened thereby.

i. An off-post incident is an act of child abuse involving a military Family, which occurs beyond the boundaries of Fort Benning and within the jurisdiction of Muscogee and Chattahoochee Counties.

j. An on-post incident is an act of child abuse involving a military Family which occurs within the boundaries of Fort Benning or which is referred to Fort Benning from sources outside the jurisdiction of Muscogee and Chattahoochee Counties.

k. A military-related incident is an act of child abuse within Muscogee and Chattahoochee Counties not involving a child of a military Family, but nevertheless of interest to Fort Benning authorities by virtue of the military status of the alleged abuser or of the occurrence of the incident within the boundaries of Fort Benning.

l. A child of a military Family is a person under the age of 18 who is a natural or adopted child or stepchild of any Soldier, regardless of rank or location of duty assignment, and of any other military Service Member stationed at Fort Benning.

m. Department of the Army (DA) Personnel: Military and Civilian personnel employed by DA, including nonappropriated fund activity employees, other specific individuals hired through contractual understanding by or on behalf of the DA, the U.S. Military Academy Cadets, and the Reserve Officer Training Cadets.

**5. REPORT AND NOTIFICATION REQUIREMENTS:** Every Soldier and Civilian member of the military community should report information about known and suspected cases of child abuse to the RPOC or the appropriate military law enforcement agency. The RPOC or the appropriate law enforcement agency will notify FAP-C and DFCS of all on-post incidents of child abuse, in addition to notifying the appropriate authorities on-post as required by Army Regulation and understanding. The DFCS will notify FAP-C of all known and suspected military-related, off-post cases of child abuse within seven workdays of receipt of complaint. All on-post incidents will be reported to the DPS.

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## 6. INTAKE PROCEDURE:

a. The DFCS and FAP-C share joint responsibility for the intake of information about child abuse. The authorities are responsible for the intake of information surrounding child abuse. On-post incidents will be initially investigated by DFCS and post medical, law enforcement, and FAP-Clinical personnel. Off-post incidents will be investigated by DFCS with involvement of other Civilian authorities, where appropriate. When requested, and upon the approval of post authorities, FAP-Clinical social workers may assist in investigation of off-post incidents. Military-related incidents within the boundaries of the installation may initially be investigated by military law enforcement authorities to determine the extent of military criminal and administrative interests involved, and will thereafter be reported to DFCS or other Civilian authorities.

b. Upon receipt of a report of an on-post incident, DFCS will seek, in appropriate cases, authority for temporary protective custody through the Court. Upon a grant of authority by a juvenile court judge, DFCS will place the child(ren), arrange for the initiation of child protective proceedings, and will notify the parties and the Court of the hearing date and time.

c. All children who are removed from their homes on the installation for their own protection will be first examined at the MTF prior to being taken off the installation. Parental consent for medical examination in such cases is not required.

7. **COURT REPRESENTATION:** The presentation of cases to the Court is the responsibility of DFCS, working with the Special Assistant Attorney General. Representatives of the CRC, however, will be made available in appropriate cases to assist in the preparation and presentation of cases before the court.

## 8. TREATMENT PROGRAMS:

a. It is the policy of all parties to this understanding that, within budgeting, personnel, and regulatory constraints, all available medical and social resources for use in treatment programs will be used. In all cases involving the abuse of children of military Families, any resources of Fort Benning, which are available for use to aid in treatment, may be integrated into DFCS or court-mandated treatment plans. Availability of military resources will be determined by the CRC, with concurrence of the MTF Commander or the Fort Benning Commander, where necessary.

b. The DFCS will exercise primary responsibility for the development and implementation of a treatment plan for all off-post and military-related cases and for all on-post cases that may be augmented by the CRC. On a case-by-case basis, oversight

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authority may be delegated to others with the concurrence of the CRC, in the interest of program efficiency.

c. In the event a treatment program requires intervention by the Court, DFCS, after consultation with FAP-C, working with the Special Assistant Attorney General, may seek appropriate judicial remedies, including any necessary modifications to the existing treatment program, and will assume primary responsibility for the implementation of any subsequent court-ordered treatment plan.

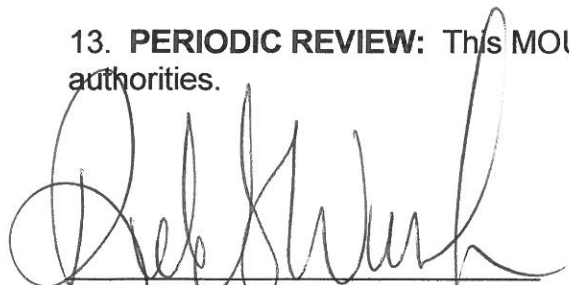
9. **RECORDS ACCESS:** Access to military records needed by Muscogee and Chattahoochee County authorities for the investigation, processing, treatment, or prosecution of child abuse cases will be made available by the appropriate records custodian according to applicable laws and regulations. Request for records will be made through the Patient Administrator Division, Martin Army Community Hospital, who will arrange for the release of necessary information.

10. **REPORTS:** The DFCS will make periodic reports as requested to the CRC on the status of all open cases.

11. **COMMUNICATIONS:** Effective execution of this understanding can only be achieved through constant communications and through dialogue among and between the parties. It is, therefore, the policy of the members of this understanding that access to all parties will remain open and that the resulting channels of communication will be used whenever questions, misunderstandings, or complaints arise.

12. **COOPERATION:** The Commanding General, Fort Benning, will ensure the cooperation of all Fort Benning officials with Muscogee and Chattahoochee County Representatives, in accordance with this Memorandum of Understanding.

13. **PERIODIC REVIEW:** This MOU will be reviewed annually by the appropriate authorities.



REBECCA S. WELCH  
Family Advocacy Program Manager

3 Feb 2016

(Date)



ANDREW C. FILMES  
Colonel, Armor  
Garrison Commander

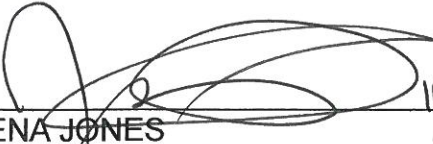
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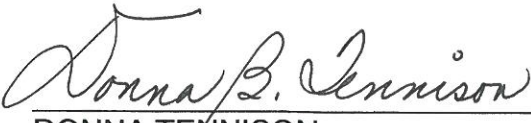
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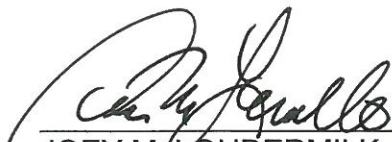



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SUBJECT: Fort Benning, Georgia Department of Human Resources, Muscogee County and Chattahoochee County – Memorandum of Understanding

  
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JENA JONES  
Interim Director, Muscogee County  
Division of Family & Children Services  
1/22/16  
(Date)

  
\_\_\_\_\_  
DONNA TENNISON  
Director, Chattahoochee County  
Division of Family & Children Services  
3 Feb. 16  
(Date)

  
\_\_\_\_\_  
JOEY M. LOUDERMILK  
Judge, Juvenile Court of Chattahoochee  
Judicial Circuit  
Jan. 29, 2016  
(Date)

  
\_\_\_\_\_  
WARNER L. KENNON  
Presiding Judge on the Juvenile Court  
January 22, 2016  
(Date)

  
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BEMON G. MCBRIDE, III  
Chief Judge, Chattahoochee  
Judicial Circuit  
July 29, 2016  
(Date)



**DEPARTMENT OF THE ARMY**  
US ARMY INSTALLATION MANAGEMENT COMMAND  
ATLANTIC REGION  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
1 KARKER STREET, MCGINNIS-WICKAM HALL  
FORT BENNING, GEORGIA 31905-5000

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FORT BENNING MILITARY POLICE/PROVOST MARSHAL,  
THE FORT BENNING ARMY COMMUNITY SERVICE  
FAMILY ADVOCACY PROGRAM  
AND  
THE COLUMBUS POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into by and between the Fort Benning Military Police/provost Marshal, the Fort Benning Army Community Service (ACS) Family Advocacy Program (FAP), and the Police Department of Columbus, GA. When referred to collectively, the Military Police/Provost Marshal, ACS/FAP, and the Police Department of Columbus, GA, are referred to as the "Parties."

1. REFERENCE: Army Regulation 600-20, Army Command Policy, 16 November 2014 and Army Regulation 608-18, The Army Family Advocacy Program, 30 October 2007 (Rapid Action Revision 13 September 2011).

2. PURPOSE: This MOU delineates and establishes responsibilities and areas of cooperation between the Military Police/Provost Marshal, ACS FAP, and the Columbus Police Department. This MOU relates to reporting and responding to incidents of child abuse/neglect and spouse/partner abuse involving military service members and/or their Family members.

3. GENERAL:

a. The Fort Benning FAP is a Department of Defense program designed to identify, report, treat, and prevent child abuse/neglect and spouse/partner abuse. The FAP promotes the strengthening and safety of military Families by coordinating human services and interceding on behalf of these Families when necessary.

b. The Fort Benning Military Police/Provost Marshal coordinates all law enforcement activity on this installation. The Military Police coordinates investigations with Martin Army Community Hospital FAP-Clinical personnel. The FAP-Clinical reports cases of child abuse/neglect to Chattahoochee and Muscogee Counties Division of Family and Children Services (DFCS).

c. The FAP-Clinical Chief is primarily responsible for the intake assessment and management of on-installation child abuse/neglect and spouse/partner abuse and for the collection of information and management of cases pertaining to off-installation abuse involving military Families. The ACS FAP Manager will periodically apprise and inform the Columbus Police Department of available FAP services and how to access these services.

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d. The Military Police, 911, serves as the reporting point of contact for incidents of child abuse/neglect or spouse/partner abuse occurring on the installation.

4. SCOPE. This MOU applies to child abuse/neglect incidents involving active duty military or their Family members residing off the installation.

5. UNDERSTANDING OF PARTIES:

a. It is understood and agreed upon that the Fort Benning Military Police/Provost Marshal, FAP-Clinical, ACS FAP Manager, and the Columbus Police Department will work in a cooperative and collaborative manner on child abuse/neglect or spouse/partner abuse incidents involving active duty military or their Family members residing off the installation.

b. In cases of spouse/partner abuse when a criminal complaint is filed or in cases of child abuse/neglect, Columbus Police Department will notify the Military Police within normal departmental procedures. The Military Police will then inform the FAP-Clinical Chief of the incident. FAP-Clinical will then assess each case and provide treatment under the guidelines of AR 608-18, The Army FAP.

c. The types of information to be shared include names, addresses, and telephone numbers of alleged offenders and victims, time and location of incident, description of incident, location of witnesses, military status (rank, branch of service, and unit), and actions taken.

d. This MOU does not intend to intercede with the jurisdiction of the Columbus Police Department. The parties of this agreement will use channels of communication whenever questions, misunderstandings, or complaints arise.

6. GENERAL PROVISIONS:

a. Points of Contact:

(1) For Fort Benning – Rebecca Welch, FAP Manager, 706-545-0892;  
[Rebecca.s.welch.civ@mail.mil](mailto:Rebecca.s.welch.civ@mail.mil)

(2) For Police Department – R. T. Boren, Chief of Police, 706-653-3100;  
[columbuspolice@columbusgeorgia.org](mailto:columbuspolice@columbusgeorgia.org)

b. 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.



IMBE-MWA

SUBJECT: Fort Benning Military Police/Provost Marshal, Family Advocacy Program, and Columbus Police Department – Memorandum of Understanding

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

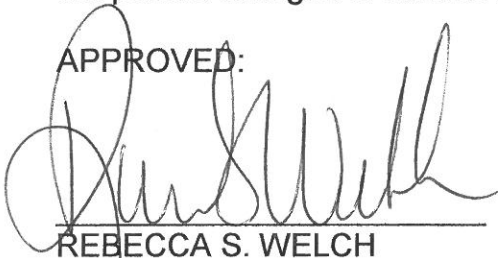
d. DISPUTES: Unresolved differences concerning this MOU shall be elevated for resolution through each Parties' respective chain of command. Final resolution authority rests with the Parties' respective chain of command.

e. TERMINATION OF UNDERSTANDING: Either party may terminate this MOU with 30 days written notice to the other party.

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

g. EFFECTIVE DATE: The term of this MOU shall extend for one year from the date of the last signature shown below. This MOU will automatically extend unless one of the parties changes or notifies the other of intent not to renew.

APPROVED:



REBECCA S. WELCH  
Family Advocacy Program  
Manager

1-14-2016

(Date)



ANDREW C. HILMES  
Colonel, Armor  
Garrison Commander

12 Feb 2016

(Date)



RICKEY BOREN  
Chief of Police  
Columbus, Georgia

1-14-16

(Date)



**DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
IMCOM DIRECTORATE-TRAINING  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
1 KARKER STREET, MCGINNIS-WICKAM HALL, SUITE 5900  
FORT BENNING, GEORGIA 31905-5000**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FORT BENNING DIRECTORATE OF EMERGENCY SERVICES  
POLICE DIVISION,  
THE FORT BENNING ARMY COMMUNITY SERVICE  
FAMILY ADVOCACY PROGRAM AND  
THE COLUMBUS POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into by and between the Fort Benning Directorate of Emergency Services (DES) Police Division, the Fort Benning Army Community Service (ACS) Family Advocacy Program (FAP), and the Columbus Police Department, Columbus, GA. When referred to collectively, the DES Police Division, ACS/FAP, and the Columbus Police Department are referred to as the "Parties."

1. **REFERENCE:** Army Regulation 600-20, Army Command Policy, 16 November 2014 and Army Regulation 608-18, The Army Family Advocacy Program, 30 October 2007 (Rapid Action Revision 13 September 2011).

2. **PURPOSE:** This MOU delineates and establishes responsibilities and areas of cooperation between the DES Police Division, ACS FAP, and the Columbus Police Department. This MOU relates to reporting and responding to incidents of child abuse/neglect and spouse/partner abuse involving military service members and/or their Family members.

3. **GENERAL:**

a. The Fort Benning FAP is a Department of Defense program designed to identify, report, treat, and prevent child abuse/neglect and spouse/partner abuse. The FAP promotes the strengthening and safety of military Families by coordinating human services and interceding on behalf of these Families when necessary.

b. The Fort Benning DES Police Division coordinates all law enforcement activity on this installation. The DES Police Division coordinates investigations with Martin Army Community Hospital FAP-Clinical personnel. The FAP-Clinical reports cases of child abuse/neglect to Chattahoochee and Muscogee Counties Division of Family and Children Services (DFCS).

c. The FAP-Clinical Chief is primarily responsible for the intake assessment and management of on-installation child abuse/neglect and spouse/partner abuse and for the collection of information and management of cases pertaining to off-installation abuse involving military Families. The ACS FAP Manager will periodically apprise and inform the Columbus Police Department of available FAP services and how to access these services.

**IMBE-MWA**

**SUBJECT: Fort Benning DES Police Division, Family Advocacy Program, and Columbus Police Department – Memorandum of Understanding**

d. The Fort Benning DES 911 Center, serves as the reporting point of contact for incidents of child abuse/neglect or spouse/partner abuse occurring on the installation.

4. **SCOPE.** This MOU applies to child abuse/neglect incidents involving active duty military or their Family members residing off the installation.

5. **UNDERSTANDING OF PARTIES:**

a. It is understood and agreed upon that the DES Police Division, FAP-Clinical, ACS FAP Manager, and the Columbus Police Department will work in a cooperative and collaborative manner on child abuse/neglect or spouse/partner abuse incidents involving active duty military or their Family members residing off the installation.

b. In cases of spouse/partner abuse when a criminal complaint is filed or in cases of child abuse/neglect, Columbus Police Department will notify the DES Police Division within normal departmental procedures. The DES Police Division will then notify the FAP-Clinical Chief of the incident. FAP-Clinical will then assess each case and provide treatment under the guidelines of AR 608-18, The Army FAP.

c. The types of information to be shared include names, addresses, and telephone numbers of alleged offenders and victims, time and location of incident, description of incident, location of witnesses, military status (rank, branch of service, and unit), and actions taken.

d. This MOU does not intend to intercede with the jurisdiction of the Columbus Police Department. The parties of this agreement will use channels of communication whenever questions, misunderstandings, or complaints arise.

6. **GENERAL PROVISIONS:**

a. **Points of Contact:**

(1) For Fort Benning – Rebecca Welch, FAP Manager, 706-545-0892;  
Rebecca.s.welch.civ@mail.mil

(2) For Columbus Police Department – R. T. Boren, Chief of Police, 706-653-3100;  
columbuspolice@columbusgeorgia.org

b. **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.

IMBE-MWA

SUBJECT: Fort Benning DES Police Division Police Division, Family Advocacy Program, and Columbus Police Department – Memorandum of Understanding

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

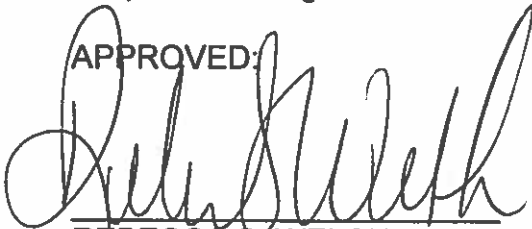
d. DISPUTES: Unresolved differences concerning this MOU shall be elevated for resolution through each Parties' respective chain of command. Final resolution authority rests with the Parties' respective chain of command.

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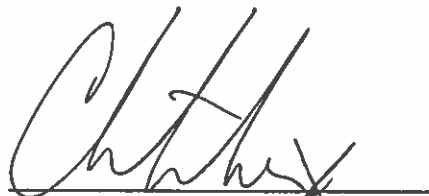
g. EFFECTIVE DATE: The term of this MOU shall extend for one year from the date of the last signature shown below. This MOU will automatically extend unless one of the parties changes or notifies the other of intent not to renew.

APPROVED:



REBECCA S. WELCH  
Family Advocacy Program  
Manager

17 July 2017  
(Date)



CLINTON W. COX  
Colonel, Infantry  
Garrison Commander

17 July 2017  
(Date)



RICKEY BOREN  
Chief of Police  
Columbus, Georgia

7-7-17  
(Date)



TIMOTHY R. STEVENS  
Chief of Police  
Directorate of Emergency Services

12 Jul 2017  
(Date)

*RFI Category and Number:*

RFI 8 and 9 – Domestic Abuse/Domestic Violence Affecting Servicewomen

*RFI Question:*

*The Committee noted that Military Protective Orders issued are not enforceable off base, and that the Services rely on arrangements with local law enforcement authorities for assistance. Request each Service provide an explanation of how those agreements (i.e., memorandums of understanding) are developed to meet the DoDI 6400.06 requirement, to include:*

- *Does each Service have a standard agreement used by each installation? If so, please provide an example.*
- *Does each installation craft its own local agreements? If so, please provide any Service-level guidance issued.*
- *How does each Service assess the effectiveness of these agreements?*

*RFI Answer:*

- *Does each Service have a standard agreement used by each installation? If so, please provide an example.*

*Response: No*

- *Does each installation craft its own local agreements? If so, please provide any Service-level guidance issued.*

*Response: Yes. Standard agreements between the installation and the civilian law enforcement are coordinated by the installation and/or regional commander. The installation FAP Manager is responsible to ensure that memorandums of understanding (MOUs) are established to support the installation. MOUs vary by site and region, as each Fleet and Family Support Center (FFSC) office has differing state and local requirements that may need to be considered in the establishment of the MOUs.*

- *How does each Service assess the effectiveness of these agreements?*

*Response: The Navy uses certification standards to assess the compliance of memorandums of understanding related to ensuring that military law enforcement is contacted, when appropriate and adequate information is available from civilian law enforcement through the incident determination committee (IDC) process.*

A memorandum of understanding between the installation and local civilian agencies/offices are used to strengthen and formalize procedures for dealing with domestic abuse incidents that occur on or off the installation. Through MOUs with civilian law enforcement and prosecutors, installation law enforcement agencies are able to receive copies of all CPOs and police reports issued against active-duty service members. This system is not used to build processes for civilian law enforcement to enforce MPOs.

#### Military Protective Order

- *A military protective order (MPO) is a commanding officer's order and member's understanding thereof to avoid all manner of contact with specified individuals, against whom members are alleged or confirmed to have committed domestic violence or child abuse.*
- *Commanders may enforce an MPO whether the Service member is on or off of the installation.*
- *MPOs are posted into the National Crime Information Center's Protective Order File by installation law enforcement. Placing the MPO in the protective order file allows it to be viewed by all law enforcement personnel, on and off the installation. As the majority of military members now live off the installation in the local community, it's important for all law enforcement personnel to be able to see if there is any type of protective order in place if they are responding to a domestic disturbance or incident.*
- *The Armed Forces Domestic Security Act dictates that commanders and installation law enforcement personnel shall take all reasonable measures necessary to ensure that a civilian protection order (CPO) is given full force and effect on all DoD installations within the jurisdiction of the court that issued the order.*
- *The Armed Forces Domestic Security Act ensures the enforcement of CPOs on military installations.*
- *An MPO is issued by a military commander, whereas a CPO, order of protection, or restraining order is ordered by a judge or magistrate with jurisdiction over a specific civilian locale. MPOs are enforceable under the UCMJ, whereas civilian protection orders are enforceable by federal or state law.*
- *It is a commander's responsibility to issue and monitor compliance with an MPO when necessary to safeguard a victim, quell a disturbance, and maintain good order and discipline while a victim has time to pursue a protection order through a civilian court, or to support an existing civilian protection order.*
- *It is a commander's responsibility to monitor compliance with an MPO, because it is his or her direct order that has been issued. Commanders can monitor compliance in several ways.*

**Governing Policy:**

*OPNAV 1752.2C Draft*

*DoDM 64006.06*

*Fleet and Family Support Program Certification Standards*

*POC or office responsible:*

Ms. Lolita Allen

CNIC N91

## BULLET BACKGROUND PAPER

ON

### DACOWITS' JUNE 2019 RFI 8/9, FOLLOW-UP

#### PURPOSE

The purpose of this paper is to provide written response to the Defense Advisory Committee on Women in the Services (DACOWITS) request for information (RFI) numbers eight and nine, regarding Domestic Abuse/Violence affecting Servicewomen. This paper is being provided on behalf of the Air Force Family Advocacy Program (FAP), the Air Force's Office of Primary Responsibility for the Prevention and Intervention of Domestic Abuse/Violence, Child Abuse/Neglect, and Problematic Sexual Behavior in Children and Youth. This information is being provided in response to follow-up questions from the DACOWITS' June 2019 meeting.

#### QUESTIONS AND RESPONSES FOR RFI NUMBERS EIGHT AND NINE

*- Does each Service have a standard agreement used by each installation?*

-- No, there is not a single standard agreement used by each installation for agreement/understanding between installation law enforcement and local law enforcement entities

-- However, there is a standardized Memorandum of Understanding (MOU) template offered as an attachment to Air Force Instruction (AFI) 40-301, *Family Advocacy Program*, which outlines the foundation for an installation MOU between law enforcement entities

-- The template is attached for review as part of the provided AFI excerpts

*- Does each installation craft its own local agreement? If so, please provide any Service-level guidance issued:*

-- Yes. Though the template is offered in AFI 40-301, it is offered as an outline that can be modified as needed to address local circumstances and needs

-- Excerpts from AFI 40-301 related to this topic are attached

*- How does each service assess the effectiveness of these agreements?*

-- Effectiveness is generally evidenced by the quantity and quality of information exchanged with local law enforcement that allows installation leaders and the FAP to make appropriate disposition decisions regarding domestic abuse cases, safety planning, and treatment planning

-- Some installations may not have a formal MOU in place for various reasons (e.g., a local jurisdiction is unwilling to sign such a document), but the relationship between installation law enforcement and local law enforcement entities is such that the information flow on/off the installation is sufficient nonetheless



-- In cases where the information flow is insufficient, formal MOUs are encouraged as the means to more clearly lay out expectations and obtain cooperation from community law enforcement

## CONCLUSION

In response to the DACOWITS' June 2019 meeting follow-up questions, this paper has presented responses to the inquiries posed in RFI numbers eight and nine, regarding Domestic Abuse/Violence affecting Servicewomen.

**(ADDENDUM TO: DACOWITS' JUNE 2019 RFI 8/9, FOLLOW-UP)**

**Air Force Instruction 40-301, *Family Advocacy Program*, Excerpts**

**1.16. Installation SFS/CC.**

1.16.7. Works with local AFOSI Detachment and base legal office to establish MOU(s) between installation law enforcement units and local (city, county, state) law enforcement agencies in domestic abuse or child maltreatment cases involving military personnel and their family members or unmarried intimate partners. (Example law enforcement agency MOU provisions are contained in Attachment 4). (T-0).

**Attachment 4**

**EXAMPLE OF MEMORANDUM OF UNDERSTANDING BETWEEN  
(INSTALLATION) LAW ENFORCEMENT OFFICE AND (CITY, COUNTY, OR  
STATE) LAW ENFORCEMENT AGENCY**

**A4.1. PURPOSE:** To establish written procedures concerning the exchange of information, case investigation, cases involving civilian alleged offenders, jurisdiction, and coordination of efforts and assets between the (INSTALLATION) Law Enforcement Office and (CITY, COUNTY, or STATE) Law Enforcement Agency in domestic violence cases involving active component members assigned to the (INSTALLATION) and their family members or unmarried intimate partners.

**A4.2. GENERAL:** This Memorandum of Understanding (MOU) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the (INSTALLATION) Law Enforcement Office and (CITY, COUNTY, or STATE) Law Enforcement Agency. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

A4.2.1. [Insert paragraph here defining response and investigation jurisdiction for the (INSTALLATION) Law Enforcement Office and (CITY, COUNTY, or STATE) Law Enforcement Agency.]

**A4.3. RESPONSIBILITIES:**

A4.3.1. The (CITY, COUNTY, or STATE) Law Enforcement Agency agrees to perform the following actions:

A4.3.1.1. When responding to or investigating domestic violence cases, the (CITY, COUNTY, or STATE) Law Enforcement Agency will ascertain whether the alleged offender is an active component member assigned to (INSTALLATION). If the alleged offender is an active component member assigned to (INSTALLATION), the responding officer(s) will note on the top of the incident/investigation report "Copy to the (INSTALLATION) Law Enforcement Office" and the designated records personnel will ensure the copy is forwarded.

A4.3.1.2. When responding to or investigating domestic violence cases, the (CITY, COUNTY OR STATE) Law Enforcement Agency will ascertain whether the victim is an active component member assigned to (INSTALLATION). If the victim is an active component member assigned

to the (INSTALLATION), the responding officer(s) will seek the victim's consent to forward a copy of the incident/investigation report to the (INSTALLATION) Law Enforcement Office so that it can be provided to the victim's (INSTALLATION) commander. If the victim so consents, the responding officer(s) will note on the top of the incident/investigation report "Copy to the (INSTALLATION) Law Enforcement Office" and the designated records personnel will ensure the copy is forwarded. If the victim does not consent, the responding officer(s) shall note in the body of the incident/investigation report that the victim did not consent to forwarding the report to the (INSTALLATION) Law Enforcement Office and shall not direct records personnel to forward the report.

A4.3.1.3. When the (CITY, COUNTY, or STATE) Law Enforcement Agency receives a copy of a temporary or permanent civil protection order (CPO) issued by a court of competent jurisdiction, the responding officer(s) will ascertain whether the alleged offender is an active component member assigned to (INSTALLATION). If the alleged offender is an active component member assigned to (INSTALLATION), the responding officer(s) will note on top of the CPO "Copy to the (INSTALLATION) Law Enforcement Office" and the designated records personnel will ensure the copy is forwarded. [This paragraph may not be necessary if the (INSTALLATION) has an MOU with the (CITY, COUNTY, or STATE) local court specifying that the (CITY, COUNTY, or STATE) local court will forward copies of such CPOs to the assigned to the (INSTALLATION).]

A4.3.1.4. When the (CITY, COUNTY, or STATE) Law Enforcement Agency receives a copy of a temporary or permanent CPO, the responding officer(s) will ascertain whether the victim is an active component member assigned to (INSTALLATION). If the victim is an active component member assigned to (INSTALLATION), the responding officer(s) will seek the victim's consent to forward a copy of the CPO to the (INSTALLATION) Law Enforcement Office. If the victim so consents, the responding officer(s) will note on the top of the CPO "Copy to the (INSTALLATION) Law Enforcement Office" and the designated records personnel will ensure the copy is forwarded. If the victim does not consent, the responding officer(s) shall not request that a copy of the CPO be forwarded to the (INSTALLATION) Law Enforcement Office.

A4.3.1.5. The (CITY, COUNTY, or STATE) Law Enforcement Agency shall designate an employee from records who will be directly responsible for forwarded copies of incident/investigation reports and CPOs to the (INSTALLATION) Law Enforcement Office when directed to do so by notations at the top of the reports or CPOs. The employee shall also be responsible for receiving and processing military protection orders (MPOs) forwarded from the (INSTALLATION) Law Enforcement Office.

A4.3.1.6. When the (CITY, COUNTY, or STATE) Law Enforcement Agency becomes aware of a violation of a term or provision of an MPO, the responding officer(s) shall notify the designated representative from the (INSTALLATION) Law Enforcement Office of the violation.

A4.3.1.7. The (CITY, COUNTY, or STATE) Law Enforcement Agency shall provide the (INSTALLATION) Law Enforcement Office with an area for (INSTALLATION) Law Enforcement Investigators to conduct interviews of active component members assigned to (INSTALLATION) and their family members or unmarried intimate partners who are involved in domestic violence incidents.

A4.3.1.8. The (CITY, COUNTY, or STATE) Law Enforcement Agency will, when appropriate, conduct joint investigations with the (INSTALLATION) Law Enforcement Office if incidents of domestic violence involve active component members assigned to (INSTALLATION) and their family members or unmarried intimate partners.

A4.3.1.9. When the victim in a domestic violence incident has been identified as an active component member assigned to (INSTALLATION) or a family member or unmarried intimate partner of one, the (CITY, COUNTY, or STATE) Law Enforcement Agency responding officer(s) shall provide the victim with basic information, acquired from the (INSTALLATION) Law Enforcement Office (below), about (INSTALLATION) resources available to domestic violence victims.

A4.3.1.10. As new law enforcement officers begin duty with the (CITY, COUNTY, or STATE) Law Enforcement Agency, their immediate supervisor will provide them with copies of this MOU and basic instructions for effectuating the provisions of this MOU.

A4.3.2. The (INSTALLATION) Law Enforcement Office agrees to perform the following actions:

A4.3.2.1. The (INSTALLATION) Law Enforcement Office shall designate an individual to act as liaison to the (CITY, COUNTY, or STATE) Law Enforcement Agency and to receive copies of incident/investigation reports stemming from an incident occurring off of the (INSTALLATION) and CPOs involving active component members assigned to (INSTALLATION) and their family members or unmarried intimate partner.

A4.3.2.2. Upon receipt of a copy of an incident/investigation report stemming from incidents occurring off of the (INSTALLATION) or a CPO involving an active component member assigned to (INSTALLATION) and his/her family member or unmarried intimate partner, the (INSTALLATION) Law Enforcement Office shall immediately notify the active component member's (INSTALLATION) Command.

A4.3.2.3. When the (INSTALLATION) Law Enforcement Office receives a copy of an MPO from an active component member's (INSTALLATION) Command, and if that active component member assigned to (INSTALLATION) is living off of the (INSTALLATION), the (INSTALLATION) Law Enforcement office shall forward a copy of the MPO to the (CITY, COUNTY, or STATE) Law Enforcement Agency with jurisdiction over the area in which the active component member resides.

A4.3.2.4. The (INSTALLATION) Law Enforcement Office shall provide the (CITY, COUNTY, or STATE) Police Department with an area for Police Department officers or investigators to conduct interviews of active component members assigned to (INSTALLATION) and their family members or unmarried intimate partner who are involved in domestic violence incidents.

A4.3.2.5. The (INSTALLATION) Law Enforcement Office will, when appropriate, conduct joint investigations with the (CITY, COUNTY, or STATE) Law Enforcement Agency if incidents of domestic violence involve active component members assigned to (INSTALLATION) and their family members or unmarried intimate partner.

A4.3.2.6. The (INSTALLATION) Law Enforcement Office will assist the (CITY, COUNTY, or STATE) Law Enforcement Agency when investigating cases that occurred off the (INSTALLATION) by providing information such as AHLTAs, service records, and incident/investigation reports from incidents occurring under the jurisdiction of the (INSTALLATION) Law Enforcement Office IAW the provisions of the *Privacy Act*, 5 USC 552a and HIPAA.

A4.3.2.7. The (INSTALLATION) Law Enforcement Office shall provide the (CITY, COUNTY, or STATE) Law Enforcement Agency with basic information, in the form of quick reference cards or brochures, about (INSTALLATION) resources available to domestic violence victims.

A4.3.2.8. [Insert a paragraph here stating proper (INSTALLATION) procedure for responding to

domestic violence incidents occurring on (INSTALLATION) involving civilian alleged offenders.]

A4.3.2.9. As new personnel begin duty with (INSTALLATION) Law Enforcement Office, their immediate supervisor will provide them with copies of this MOU and basic instructions on effectuating the provisions of this MOU.

**A4.4. EFFECTIVE ADMINISTRATION AND EXECUTION OF THIS MOU:**

A4.4.1. This MOU shall be reviewed annually and shall remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days notice to the other party.

A4.4.2. Effective execution of this agreement can only be achieved through continuing communication and dialogue between the parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in this MOU.

A4.4.3. Personnel from the (INSTALLATION) Law Enforcement Office and from the (CITY, COUNTY, or STATE) Law Enforcement Agency shall meet, as necessary and appropriate, to discuss open cases involving active component members assigned to (INSTALLATION) and to share information regarding reciprocal investigations. This MOU takes effect beginning on the day after the last Party signs.

**SUBJ:** DACOWITS *FOLLOW-UP QUESTIONS* - JUNE QBM

**FROM:** USCG Family Advocacy Program, Office of Work-Life (CG-1111)

**TO:** DACOWITS Committee

**THRU:** Office of Diversity & Inclusion (CG-127)

**RFIs 8 and 9 – Domestic Abuse/Domestic Violence Affecting Servicewomen:**

Military Services: The Committee noted that Military Protective Orders issued are not enforceable off base, and that the Services rely on arrangements with local law enforcement authorities for assistance. Request each Service provide an explanation of how those agreements (i.e., memorandums of understanding) are developed to meet the DoDI 6400.06 requirement, to include:

1. Does each Service have a standard agreement used by each installation?  
If so, please provide an example.
  2. Does each installation craft its own local agreements?  
If so, please provide any Service-level guidance issued.
  3. How does each Service assess the effectiveness of these agreements?
- 
- 

**CG Response - RFIs 8 and 9 – Domestic Abuse/Domestic Violence Affecting Servicewomen:**

1. The USCG does not have a standard agreement with local law enforcement agencies to assist in the enforcement of MPOs for protected members. The USCG does have a policy of notifying the appropriate civilian law enforcement agencies when an MPO is issued so the agency is aware of the protected person and the terms of the order.
2. As a policy, USCG units and installations do not craft individual agreements with local law enforcement with regard to enforcement of MPOs.
3. Not applicable to the USCG.