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**C-10756
04/11/2016**

**MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTHWEST KEY PROGRAMS, INC.
AND
CITY OF GLENDALE
FOR COMMUNITY COLLABORATIONS**

THIS AGREEMENT is entered into by and between **Southwest Key Programs, Inc.** ("Southwest Key"), (5125 W. Myrtle Ave. Glendale, AZ 85301) and the City of Glendale acting through the Glendale Family Advocacy Center ("Glendale Family Advocacy Center"). WHEREAS, Southwest Key and Glendale Family Advocacy Center desire to enter into an agreement for the purpose of establishing a meaningful collaboration and ongoing communication between the parties in the delivery of medical and screening services, and to provide referrals to other health related services. This collaboration will enable each party to take advantage of the unique resources and expertise of one another to best meet the needs of clients.

NOW, THEREFORE it is mutually agreed as follows:

I. Introduction

Southwest Key and Glendale Family Advocacy Center are governed by this MOU and agree that:

- i. Appropriate, secure partnering among governmental and non-governmental agencies can enhance safety for victims of sexual assault, sexual harassment, and/or physical abuse.
- ii. The partners have a common goal of providing access to services to sexual assault, sexual harassment, and/or physical abuse victims that enhance victim safety.
- iii. Victim safety can be compromised by the failure to maintain the confidentiality of client information.
- iv. Information sharing may increase the effectiveness of service delivery and increase victim safety and abuser accountability, but only when the information sharing is authorized by a victim who is fully aware of the risks and benefits of sharing her personal information.
- v. Each partner continues to maintain its own legal and ethical obligations to honor victims' confidentiality and privacy; or depending on the agency, legal obligations to share information.
- vi. The victims who use the services offered by the collaboration or any of its partners, retain their right to confidentiality from agencies within the collaboration that have confidential relationships with victims.
- vii. Victims, who use the services offered by the collaboration, determine when and how their information will be shared among the partners or outside of the partnership, consistent with the requirements of law.
- viii. Releases of information should enhance services provided to the survivor, and not be used solely for the purpose of easing the program's administration;
- ix. The most protective privacy option will always be considered. Before a victim chooses to sign a release, the partner will determine if there is another way to accomplish the purpose without the advocate or agency releasing the survivor's personally identifying information;
- x. When releases of information are required, they will be written, informed, and reasonably time-limited.

II. Southwest Key and Glendale Family Advocacy Center Partner Roles, Responsibilities, Information Sharing, Confidentiality and Obligations

1. **Responsibility of the Glendale Family Advocacy Center.** Glendale Family Advocacy Center agrees to provide all the services listed in **Attachment A**.
2. **Term and Termination.** This Agreement is effective as of the date executed and is effective for one year. Additionally, this Agreement may be terminated immediately upon written notice by Southwest Key, with or without cause. Notice is considered given when properly addressed and hand delivered or mailed to the non-terminating party by Certified Mail, Return Receipt Requested, postage prepaid. This agreement shall renew automatically for additional one-year terms, unless otherwise cancelled or changed within 30 days' written notice by either party.
3. **Confidentiality.** The parties recognize and acknowledge that in the course of performing services required by this Agreement, they will obtain information and knowledge relating to each other's' business, some of which information and knowledge is confidential, and that either party could substantially detract from the value and business prospects of the other party in the event either party were to disclose to any person not related to the other party or use such information and knowledge for their own or the advantage of another person or entity. Accordingly, the parties hereby agree that they will only disclose such information on a "need to know" basis in the course of carrying out their duties hereunder.
4. **Entire Agreement; Waiver; Ambiguities.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement.
5. **Governing Law; Laws; Notices; Standard of Care.** This Agreement shall be governed by and in accordance with the laws of the State of Arizona. Each party shall abide by all laws, statutes, regulations and ordinances in completing the terms of this contract. Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested to the party's last known address. The notice shall be effective upon deposit with the postal service. Each party agrees that the services they provide will be performed with the level of care and skill ordinarily exercised by members of their profession.
6. **E-verify.** Southwest Key complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. **Non-discrimination.** Southwest Key must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

CITY OF GLENDALE

By: Debra Black
Debra Black
Chief of Police

Date: 3/9/16

SOUTHWEST KEY PROGRAMS, INC.

By: C Chahin
Claudia Chahin
Senior Legal Counsel

Date:

ATTEST:

Pamela Hanna
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
Michael D. Bailey
City Attorney

Attachment A

The Glendale Family Advocacy Center agrees to provide the following services:

I. Mental Health Services:

- i. Crisis intervention
- ii. Counseling referrals
- iii. Emotional support
- iv. Criminal justice advocacy and support and other assistance during any investigation and/or prosecution

II. Medical Health Services:

- i. Provide confidential forensic medical services to victims of crime.
- ii. Forensic medical examination by a Sexual Assault Forensic Examiner (SAFE) or a Sexual Assault Nurse Examiner (SANE).
- iii. Provide support to children or youth requests for responders of a specific gender throughout the exam as much as possible.
- iv. Ensure support, crisis counseling, information and referrals for victims, as well as advocacy to ensure that children or youth receive appropriate assistance.
- v. Collaborate with the authorities to obtain a history of the assault and perform a complete assessment.
- vi. Document exam findings, evaluate and treat injuries.
- vii. Properly collect, handle, and preserve potential evidence.
- viii. Provide information, treatment, and referrals for STIs and pregnancy.
- ix. Provide language assistance services for limited English proficient, Deaf and hard-of-hearing individuals, and those with sensory or communication disabilities.
- x. Respect children or youth privacy and confidentiality.
- xi. Follow jurisdictional laws governing minors' ability to consent to forensic exams and medical treatment. As well follow exam facility and jurisdictional policy in obtaining appropriate consent (including consent by victims from specific populations).
- xii. Follow mandatory reporting laws regarding minor victims and explain to the victim any mandatory reporting obligations.