MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND
THE NATIONAL CHILDREN’S ALLIANCE
PERTAINING TO
THE USE OF CHILDREN’S ADVOCACY CENTERS
IN SUPPORT OF INVESTIGATIONS OF CRIMES AGAINST CHILDREN

I. Purpose

This Memorandum of Understanding (MOU) is between the Federal Bureau of Investigation (FBI) and the National Children’s Alliance (NCA). The agreement provides guidance on the FBI’s use of Children’s Advocacy Centers (CACs) for purposes of conducting forensic investigative interviews. Further, the agreement clarifies use of CAC employees trained in conducting forensic interviewers when an FBI interview resource is not available. The MOU also clarifies the disposition of documentation or taping of an FBI lead interview and storage and dissemination of FBI forensic interview materials. Finally, the MOU solidifies a collaborative effort between the FBI and NCA to assure services are provided to victims and their families who require supportive services as a result of victimization.

II. Authority

Authority for the FBI to enter into this agreement can be found at:

III. Background

The FBI conducts investigations into a wide array of violations involving crimes against children. The FBI complies with federal law and the Attorney General Guidelines for Victim and Witness Assistance, (effective October 1, 2011, revised May 2012) (hereinafter AG Guidelines) to ensure that investigative (forensic) interviews of child/adolescent victims and witnesses are conducted in a developmentally-sensitive, research-based, and legally defensible manner that also minimizes additional trauma.

The AG Guidelines recognize the potential traumatic impact of multiple interviews of child victims/witnesses. As stated in the Guidelines: “A primary goal of Department personnel, therefore, shall be to reduce the potential trauma to child victims and witnesses that may result from their contact with the criminal justice system. To that end, Department personnel are required to provide age appropriate support services to these victims, and referrals for community based services to parents and guardians as indicated (See Article IV.H.).” (AG Guidelines, Article III, L. 1. a (3) at 15).

The AG Guidelines also emphasize resources for protecting children during criminal investigations by emphasizing use of MDTs when feasible, to reduce interviews of child victims or witnesses and to insure services are available when needed (See AG Guidelines, Article III, L. 1. e(1) at 18). Finally, the AG Guidelines state: “Whenever possible, interviews of child victims and witnesses should be conducted by personnel properly trained in the techniques designed to elicit truthful information from a child while minimizing additional trauma to the child” (AG Guidelines, Article III, L. 1. e(2) at 18).

FBI

The responsible entities within the FBI for the purpose of this agreement are the Office for Victim Assistance (OVA) and Violent Crimes Against Children Section (VCACS).

The VCACS is responsible for investigation of federal crimes against children to include child sexual abuse, sexual exploitation, pornography, production and distribution or receipt of pornographic images, human trafficking, slavery, physical abuse and neglect.

The OVA is responsible for ensuring that victims of federal crimes investigated by the FBI receive the rights, assistance, information, and services to which they are entitled and which will help them cope with the impact of crime and effectively cooperate with the criminal justice process. The OVA provides oversight of the Child/Adolescent Forensic Interviewers (CAFIs) and the field office-based Victim Specialists (VSs).
• CAFIs provide forensic interview services to ensure compliance with AG Guidelines for investigation of child victims. Interviews are designed to be sensitive to victim needs, legally defensible, and in compliance with OVA Guidelines for Conducting Forensic Interviews. CAFIs are responsible for conducting victim and witness forensic interviews, providing case consultation and training for the FBI and other federal and local entities. The CAFIs utilize a triage model and will refer interviews to CACs as needed. CAFIs also provide training for VCAC investigators on conducting a forensic interview utilizing the best practice protocols contained in the OVA FBI Guidelines for conducting forensic interviews (2014). The CAFIs are located regionally and provide coverage for the U.S. and internationally.

• VSs are responsible for supporting the forensic interview process and providing information, assistance, referrals, and services to child victims and their families during the course of an investigation.

Currently, the FBI is able to employ only a limited number of CAFIs and far fewer than is needed to cover the child interviewing workload across the FBI. To ensure effective and timely investigative responses to crimes against children and to enhance protection of child victims, it is necessary and advisable for the FBI to collaborate with local agencies and organizations that provide forensic interviewing services and access to a team of multi-disciplinary professionals.

NCA

The NCA (www.nca-online.org) is the umbrella organization for community based CACs, which was founded in 1992 and is today supported by 606 programs nationwide. It is dedicated to developing and supporting an improved system response to child abuse/maltreatment. The NCA is dedicated to promoting a community based multidisciplinary team (MDT) response to allegations of child maltreatment. The NCA is supported by its membership who is in turn supported by long-term investments of partner agencies including social services, law enforcement, legal, medical, mental health, victim advocacy and CAC staff.

A CAC is a child-focused, facility-based program in which representatives from many disciplines to include law enforcement, child protection, prosecution, mental health, medical and victim advocacy work collaboratively to conduct joint forensic interviews and form multi-disciplinary teams to make decisions on investigation, treatment, management and prosecution of child abuse cases. CACs are community based programs designed to meet the unique needs of a community, so no two CACs look exactly alike. They share a core philosophy that child abuse is a multifaceted community problem and no single agency, individual or discipline has the necessary knowledge, skills or resources to serve the needs of all children and their families. They also share a belief that the combined wisdom and professional knowledge of professionals of different disciplines will result in a more
complete understanding of case issues and the most effective child and family focused system response (Putting Standards into Practice, 2000). NCA in partnership with the four Regional CACs and Chapters provides:

- Training technical assistance and networking for professionals and communities
- Media materials for professional and public education about child abuse and multidisciplinary work
- National standards for CAC programs
- Leadership in the field of multidisciplinary team investigations and other child abuse interventions
- Advocacy for CAC programs on a national level
- Funding support in the form of grants

Local CACs are accredited by NCA utilizing the following established standards for membership.

- Child Appropriate/Child-Friendly facility
- Multidisciplinary Team
- Organizational Capacity
- Cultural Competency and Diversity
- Forensic interviews
- Medical Evaluation
- Therapeutic Intervention
- Victim Support/Advocacy
- Case Review
- Case Tracking

IV. Scope:

The scope and purpose of this MOU is to document the agreed responsibilities and functions of the parties with respect to the Federal Bureau of Investigation (FBI) and the National Children’s Alliance (NCA).

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

V. Applicability
The terms and services provided under this MOU apply to the following constituent groups:
CAC forensic interviewers, FBI personnel, and NCA.

VI. Responsibilities

The FBI and NCA agree to the following:

a. Establish a working relationship between NCA/CACs and the FBI investigators and
   forensic interviewers.
b. NCA will encourage the membership to develop evidence-based forensic interviews in
   collaboration with FBI investigators when needed, and follow up support services
   targeted for vulnerable child victims and their families.
c. All FBI victim cases will be triaged by FBI CAFIs, Agents and/or TFOs in order to
   identify the best interviewer, location, and time for a forensic interview of a particular
   case.
d. FBI CAFIs are to be allowed to utilize CAC space when available and consistent with
   NCA guidelines as contained in national standards for accreditation.
e. CACs will provide after hours access for FBI interviews consistent with after hours
   policy and practices for all law enforcement as contained in national standards for
   accreditation.
f. FBI CAFIs will follow the FBI interviewing protocol within the CAC environment which
   includes, but is not limited to:
   i. Presenting evidence
   ii. Interviewing children/adolescents that have not made a disclosure
   iii. Interviewing compliant children/adolescents
   iv. Recording interviews
g. NCA recognizes FBI CAFIs meet NCA national standards for accreditation for NCA
   standards and FBI Special Agents (SA) and Task Force Officers (TFO) who wish to
   conduct interviews themselves must demonstrate that they have completed an FBI
   forensic interviewing class or a nationally recognized training.
h. CAC forensic interviewer must demonstrate compliance with NCA national standards for
   accreditation training requirements.
i. CAC may be permitted to view an FBI interview however the determination will be made
   by FBI investigators based on legal restraints and case sensitivity.
j. FBI CAFIs will not conduct an interview without a law enforcement officer present.
k. NCA will provide a liaison between FBI and local CACs to address concerns regarding
   FBI led investigations/interviews of children.
l. Consistent with NCA national standards for accreditation regarding attendance for case review, FBI cases will not be discussed at case review or an MDT meeting unless the FBI CAFI, Agent or Victim Specialist has been informed or is present.

m. FBI will provide NCA with updates/information regarding FBI interviewing protocol.

n. Per the FBI Office of General Counsel no FBI recording (DVD or on a server) can be maintained at a CAC.

o. Consistent with NCA national standards for accreditation victim advocacy standard CACs or FBI victim specialist will work with CAC staff to make sure services are provided for the family as needed.

p. CACs who are signatories on the MOU will be provided a copy of the FBI interviewing protocol.

VII. Information Sharing

The Parties to this MOU will comply with the provisions of the U.S. Constitution and all applicable laws, executive orders, and policies.

The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12,333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

VIII. Implementation

NCA will distribute the MOU to all accredited CACs and those who do not wish to participate will be required to opt out by signature.

NCA will send out the FBI MOU to CACs that are accredited by NCA to see if they would be willing to support this agreement. Those CACs will be identified to the FBI CAFIS and then utilized as a resource for FBI to conduct their own interviews or to have the CACs conduct the interview as needed.

IX. Effect of this Agreement

This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

This agreement is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.
X. Parties’ Points of Contact

FOR FBI:
Barry E. Moore
Clinical Programs Manager
935 Pennsylvania Avenue NW, Room 3329, Washington DC 20535
(202) 324-5158

FOR NCA:
Teresa Huizar
Executive Director
516 C Street NW, Washington DC 20002
(202) 548-0090

XI. Reimbursement

The FBI will reimburse CACs for fees associated with utilizing forensic interviewing capabilities only if the CAC operates on a fee for service basis with all agencies.

XII. Liability

Each party agrees that any civil, criminal, or administrative claim, complaint, discovery request, or other request for information, which may be received by either party or its personnel and which arises from or implicates the performance of FBI or NCA personnel under this MOU, shall be referred to legal counsel for both agencies. Designation of one agency as the responsible agency to handle a particular claim, complaint, or request shall be made, if at all, on a case-by-case basis.

Nothing in this section prevents any party from conducting an independent administrative review of the incident giving rise to any civil, criminal, or administrative claim, or complaint. Nothing in this section should be construed as supplanting any applicable statute, rule or regulation.

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.
XIII. Effective Date, Administration, and Termination

a. The terms of this MOU will become effective upon signature by both Parties.

b. This MOU may be modified at any time upon the mutual written consent of the Parties.

c. The terms of this MOU, as modified with the consent of both Parties, will remain in effect until either Party upon thirty (30) days written notice to the other Party terminates this MOU.

XIV. Funding

This MOU agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
SIGNATURE PAGE

This MOU represent the understanding reached between the FBI and the NCA. By signing below, the Parties have caused their duly authorized representatives to execute this MOU, and the Parties accept the terms, responsibilities, obligations, and limitations set forth in this MOU.

APPROVED FOR FBI:

Karen Joyce-McMahon
Deputy Program Director
Federal Bureau of Investigation

3/11/15
Date

APPROVED FOR NCA:

Teresa Huizar
Executive Director
National Children’s Alliance

3-11-15
Date