



DEPARTMENT OF THE ARMY
2D INFANTRY DIVISION and AREA I
HEADQUARTERS, UNITED STATES ARMY GARRISON, RED CLOUD AND AREA I
UNIT # 15707
APO AP 96258-5707

EAID-CG

27 JULY 2016

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Memorandum of Understanding between US Army 2D Infantry Division, US Army Garrison Red Cloud and Area I for Sexual Harassment/Assault Response and Prevention (SHARP) Program Agreement Number W1FDAA-16170-009

1. BACKGROUND:

a. The USAG Red Cloud and Area I, Directorate of Human Resources (DHR), SHARP Program conducts prevention through training, education and program management.

b. US Army 2D Infantry Division Sexual Harassment/Assault Response and Prevention (SHARP) Program conducts prevention, treatment, reporting, investigation and system accountability for the overall SHARP program in Area I.

c. An affiliation under this memorandum will benefit both parties by contributing to the education of DoD Civilian and US Army personnel.

2. REFERENCES:

a. DoD Instruction 4000.19, Support Agreements, 25 April 2013.

b. DoD Instruction (DoDI) 6495.02, Incorporating Change 2, Effective July 7, 2015

c. Army Regulation 600-20, Army Command Policy

d. Army Regulation 27-10, Military Justice

e. Army Regulation 350-1, Army Training and Leader Development

3. PURPOSE: This Memorandum of Understanding (MOU) between the US Army 2D Infantry Division and the US Army Garrison Red Cloud (CRC), Camp Casey (CC), and Area I USAG-CRC, CC, is to establish an agreement to provide SHARP prevention, awareness activities, training, reporting, referrals, data base accountability, program management and oversight of the SHARP program for Area I.

* When referred to collectively, the 2ID SHARP Program and the USAG-CRC, CC and Area I are referred to as the "Parties".

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4. UNDERSTANDINGS OF THE PARTIES:

a. The 2D Infantry Division SHARP Team will—

(1) Provide managerial oversight as per DoDI 6495.02 and AR 600-20 for all aspects of the Area I SHARP Program.

(2) Ensure Sexual Assault annual, quarterly and monthly reporting requirements are met.

(3) Provide and adhere to training requirements for Soldiers, Civilians, Contractors and their Family Members assigned to Area I. Training requirements are mainly outlined in AR 250-1, Table G1, and AR 600-20, 7-8, and 8-7.

(4) Provide responsive treatment, support and advocacy to survivors.

(5) Maintain detail roster reports for Eighth Army and IMCOM.

(6) Upon receipt of report expedite victim transfers for medical care and treatment.

(7) Upon request of the victim, assist in the Expedited Transfer.

(8) Provide Defense Sexual Assault Incident Database (DSAID) case management for unrestricted and restricted sexual assault reports.

(9) Provide the Incident Case Reporting System (ICRS) case management for sexual harassment reports.

(10) Provide management and preservation for Sexual Assault Forensic Examination (SAFE) kit collection.

(11) Provide statistical data to USAG-CRC regarding monthly 8A Prevention of Sexual Assault Task Force (PSATF) slide to the 8A SHARP Program Manager.

b. The USAG-CRC, CC, and Area I DHR will—

(1) Ensure a full-time or collateral duty Victim Advocate (VA), Service Member Assigned to USAG-Area I, who has attended the 80-Hour SHARP MTT is appointed in-writing by the USAG-Area I Commander to perform VA duties in support of USAG-RC Military, Civilian, Contractors and Family Members for Area I. The rank requirement for the position is SSG and above, WO2 and above, and or CPT and above. The Garrison Commander may also identify a full-time or collateral duty Sexual Assault Response Coordinator (SARC), either Military or DA Civilian to be appointed by the first General Officer within that Area (2ID Deputy Commanding General of Maneuver or the 2ID Command General). The rank requirements for the position are SFC and above, CW3 and above and or GS11 and above.

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(2) Upon request provide data in reference to annual, quarterly and monthly SHARP training facilitated by the USAG-RC SARC/VA in reference to reporting requirements necessary for consolidation by the 2ID SHARP office.

(3) Ensure Military, Civilian, Contractors and Family Members attend required SHARP training events conducted by the collateral duty SARC/VA or coordinated by the 2ID SHARP Office.

(4) Ensure completion and submission of the monthly 8A Prevention of Sexual Assault Task Force (PSATF) slide to the 8A SHARP Program Manager. Statistical data is provided by the 2D ID, SHARP Office.

(5) Coordinate and ensure attendance by the USAG-RC Commander or his representative at the monthly 8A PSATF as well as the monthly Area I Sexual Assault Review Board.

(6) Upon request, assist in coordination of inspections and Staff Assisted Visits of the USAG-CRC, CC, and Area I SHARP program.

c. SHARP Office, 2D ID responsibilities:

(1) Ensures there is 24 hours, 7 days a week response capability

(2) Ensures appropriate care is coordinated and provided to victims; provides ongoing nonclinical support, facilitates care for the victim, provides information on options and resources, Assists victim with accessing resources

(3) Tracks the services provided from initial report through case closure

(4) Provides advocates to ensure the views of the victim are considered in the decision-making process

(5) Reports directly to a senior installation or geographic commander

(6) Provides commander with broader understanding of command climate in regards to sexual assault

(7) Manages victim advocates during the performance of advocacy duties

(8) Oversees of all sexual assault cases and harassment complaints

(9) Oversees training and education for USAG-CRC, CC and Area I

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5. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel.

6. GENERAL PROVISIONS:

a. POINTS OF CONTACT: Parties will communicate the implementation of this MOU through the points of contact listed below. Each party may change its point of contact upon reasonable notice to the other Party.

(1) For 2nd ID—

(a) SHARP Program Manager, 2ID Area I Lead SARC, 2ID SARC

(2) USAG-RC, DHR—

(a) Primary: Director of Human Resources

(b) Alternate: Administrative Officer

b. REPORTING: Chain of reporting incidents will occur based on location of incident and/or assignment of complainant/client.

(1) In the case of the above-mentioned (6b) at USAG-CRC, the 2ID Lead Area I Sexual Assault Response Coordinator (SARC) and/or 2ID SARC will receive/respond.

(2) In the case of the above-mentioned (6b) at USAG-CC, the 210th Fires Brigade SARC and/or the Rotational Brigade SARC is the primary responder for all sexual assault reports and sexual harassment complaints.

(3) The USFK SHARP Hotline is 0503-363-5700; hotline will prompt the caller for options, option 1 (Area I), option 2 (Area 2), option 3 (Area III), and option 4 (Area IV).

c. CORRESPONDENCE: Address all correspondence and notices pursuant to this MOU, if to 2ID—

(1) 2nd Infantry Division SHARP, Camp Red Cloud, DSN: (315)732.7807, Freeman Hall, Bldg S-631, Room 141, APO AP 96258

and, if to USAG-RC, DHR—

(2) Director of Human Resources, DSN: (315) 732-9011, Directorate of Human Resources, Bldg 6-611, Room 109, USAG Red Cloud, Unit 15707, APO AP 96258-5707

d. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties.

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

f. REVIEW OF AGREEMENT: Both parties will review this MOU annually on or around the anniversary of its effective date, and triennially in its entirety.

g. DISPUTES: Any disputes relating to this MOU will, subject to any applicable laws, executive orders, directives, or instructions, be resolved by consultation between the parties or in accordance with DoDI 4000, .

h. TERMINATION OF UNDERSTANDING: Either party may terminated this MOU in writing by giving 60 days advance written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is understood that the approving authority may terminate these arrangements at any time to meet the mission needs of the Army Medical Department.

i. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

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

k. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

l. EXPIRATION DATE: This MOU expires three years from date of signing.

APPROVED:

FOR THE 2nd INFANTRY DIVISION:



THEODORE D. MARTIN

Major General
Commanding General

17 AUG 2016
(Date)

FOR THE USAG-RC:



BRANDON D. NEWTON

COL, IN
Commanding

15 Aug 2016
(Date)



DEPARTMENT OF THE ARMY
HEADQUARTERS, 2D INFANTRY DIVISION/ROK-US COMBINED DIVISION
OFFICE OF THE STAFF JUDGE ADVOCATE
UNIT #15041
APO AP 96258-5041

EAID-PJA-AL

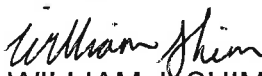
12 July 2016

MEMORANDUM FOR

Commander, 2d Infantry Division, APO AP 96258
Commander, U.S. Army Garrison Red Cloud and Area I, APO AP 96258

SUBJECT: Legal Review – Memorandum of Understanding (MOU) between 2d Infantry Division and USAG-Red Cloud and Area I regarding Sexual Harassment/Assault Response and Prevention (SHARP) Program agreement number W1FDAA-16170-009.

1. BLUF. I have reviewed the subject MOU and have no legal objection.
2. Background. The proposed MOU between 2d Infantry Division and USAG-RC is to establish an agreement to provide SHARP prevention, awareness activities, training, reporting, referrals, data base accountability, program management and oversight of the SHARP program for Area I. Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel.
3. Legal Analysis. This MOU complies with the references listed in paragraph 1 of the MOU and its provisions meet the requirements of DoDI 4000.19, 25 April 2013.
4. Conclusion. Based on the above discussion, there is no legal objection to the subject MOU and it is recommended for signature at your discretion.
5. I am the point of contact at DSN 732-5017 or william.j.shim.mil@mail.mil.


WILLIAM J. SHIM
CPT, JA
Administrative Law Attorney