

MEMORANDUM OF UNDERSTANDING

between

UNITED STATES SPECIAL OPERATIONS COMMAND

and

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

and the

NATIONAL ASSOCIATION TO PROTECT CHILDREN

SUBJECT: United States Special Operations Command Wounded Warrior Internship Program

1. REFERENCES.

a. Fiscal Year 2012 National Defense Authorization Act (FY12 NDAA), Section 551: "Employment Skills Training for Members of the Armed Forces on Active Duty Who Are Transitioning to Civilian Life."

b. Memorandum from Secretary of Defense to the Secretaries of the Military Departments, Subject: "U.S. Special Operations Command Authority to Implement Employment Skills Training Programs under Fiscal Year 2012 National Defense Authorization Act."

2. PURPOSE.

The purpose of this Memorandum of Understanding (MOU) is to establish a wounded warrior (WW) Internship Program in accordance with the provisions of FY12 NDAA section 551, as applicable. This MOU will articulate the expectations and responsibilities of the parties to this MOU which are the United States Special Operations Command under the USSOCOM Care Coalition (hereinafter "USSOCOM Care Coalition"), U.S. Immigration and Customs Enforcement, Homeland Security Investigations (hereinafter "ICE" or "Sponsor"), and the National Association to Protect Children (hereinafter "PROTECT").

3. BACKGROUND.

This is a pilot program in which Special Operation Forces (SOF) Wounded Warriors (WW) will be provided highly technical computer forensic training and child sexual exploitation prevention training, with the goal of arming wounded personnel with the necessary skills to assist ICE in the fight to protect our nation's most valuable assets, our children. The pilot program, coined HERO Child-Rescue Corps, would be the first

of its kind in federal law enforcement. The HERO Child-Rescue Corps is intended to demonstrate the potential effectiveness of using specially-trained personnel to locate, identify, and rescue child victims from sexual exploitation and abuse. The parties agree that, in addition to conducting computer forensic examinations and assisting ICE in routine law enforcement support functions, HERO Child-Rescue Corps participants (SOF WW Interns) will be given opportunities to conduct meaningful investigative and first-responder activities aimed at increasing ICE success identifying contact offenders and their child victims.

4. RESPONSIBILITIES.

a. All Parties agree that:

- (1) All activities associated with the internship are subservient to medical appointments, physical therapy requirements and appointments, and activities required to complete medical boards and any other directed military duties by the SOF WW Intern's chain of command. Geographical location of this opportunity, even temporary travel, must always facilitate the SOF WW Intern patient completing all required appointments scheduled pursuant to the Medical Evaluation Board/Physical Evaluation Board, medical and military processes. A USSOCOM Care Coalition Advocate will monitor to ensure compliance.
- (2) The performance of duties pursuant to the Internship is subject to the medical and non-medical recovery needs of the SOF WW Intern. During the course of the Internship, the SOF WW Intern's place of duty will be at those locations as designated by ICE and PROTECT representatives, again, subject to the SOF WW Intern's recovery requirements.
- (3) The SOF WW Intern will not receive compensation from the Sponsor pursuant to this MOU.
- (4) There will be ongoing, open communication between the USSOCOM Care Coalition, the Sponsor, and PROTECT to ensure understanding of the expectations and roles of the parties in providing a meaningful experience for the SOF WW Intern.
- (5) Either the USSOCOM Care Coalition or the Sponsor may dismiss a SOF WW Intern from the Internship Program if, in the opinion of either party, the SOF WW Intern is not performing satisfactorily or is not being utilized consistent with the goals of this Program. Prior to dismissing the SOF WW Intern, the USSOCOM Care Coalition and the Sponsor shall confer and try to resolve the issue(s), short of dismissal of the SOF WW Intern.
- (6) The USSOCOM Care Coalition and Sponsor understand that participation in the SOF WW Internship Program does not guarantee that

the SOF WW Intern will be offered a paid position with the Sponsor and/or any other government agency upon his or her release or retirement from active duty. Furthermore, the Sponsor has no obligation and/or responsibility to offer and/or hire any SOF WW Intern for any position with the Sponsor agency.

- (7) Consistent with Title 18, United States Code § 205, the SOF WW Intern will not act as an agent for the Sponsor before any agency or department of the United States.

b. USSOCOM Care Coalition will:

- (1) Select SOF WW Interns to participate in this SOF WW Internship Program based on the following criteria:

- (a) The SOF WW Intern is enrolled in the Care Coalition;
- (b) The SOF WW Intern is in the Medical and Physical Evaluation Board process;
- (c) The SOF WW Intern has at least 180 days of active duty service;
- (d) The SOF WW Intern's geographical proximity to the Sponsor; and
- (e) The SOF WW Intern is able to provide transportation for himself/herself and work in a suitable environment to accomplish the duties of the internship.
- (f) SOF WW Internship is available to either active duty or medically retired SOF WWs. If active duty, the SOF WW would participate in Operation War Fighter (OWF); if retired, the SOF WW would be directly enrolled in the program with assistance from the USSOCOM Care Coalition. Exceptions to the criteria described above for enrollment in the HERO Child-Rescue Corps Internship may be mutually agreed upon between the Sponsor and USSOCOM Care Coalition.
- (g) USSOCOM Care Coalition will identify all potential SOF WW Interns in enough time to process them through the OWF system and Security Office (usually 2 – 3 weeks).

- (2) USSOCOM Care Coalition will inform ICE of any immediate medical review boards, retirement boards, or surgeries that need to be scheduled during the training and internship program so that coordination can be made to ensure that the SOF WW continues in their care program.

- (3) Along with the Sponsor, advise the SOF WW Intern of his or her responsibilities regarding participation in the Internship program.

c. The Sponsor will:

- (1) Along with the USSOCOM Care Coalition, advise the SOF WW Intern of his or her responsibilities regarding participation in the SOF WW Internship program, including expected professional conduct (including dress code) and the requirement to follow the rules and standards set by the Sponsor and the USSOCOM Care Coalition.
- (2) Provide the SOF WW Intern a meaningful professional work experience that supports the purpose of the SOF WW Internship Program, as described above. The Sponsor will make every reasonable effort to ensure that the SOF WW Intern is employed in a responsible position with exposure to multiple tasks and situations.
- (3) Provide quality supervision of the SOF WW Intern during the Internship Program and will report periodically to the USSOCOM Care Coalition on the SOF WW Intern's performance, as may be mutually agreed.
- (4) Provide input to the USSOCOM Care Coalition for inclusion in the SOF WW Intern's efficiency reports, as requested by the USSOCOM Care Coalition.
- (5) The ICE Office of Human Capital (OHC) will process all active duty SOF WW participants through OWF (with assistance from USSOCOM Care Coalition as required). Medically retired SOF WW participants will be assisted through direct coordination between USSOCOM Care Coalition and ICE OHC.
- (6) ICE OHC will process the transition of SOF WW Interns from OWF to U.S. Department of Veterans Affairs (VA) Non Paid Workers Experience internship in conjunction with the USSOCOM Care Coalition.
- (7) The ICE Office of Professional Responsibility will work with representatives of USSOCOM Care Coalition to transfer security clearances of SOF WW Interns to ICE for the term of the internship.
- (8) ICE Homeland Security Investigations (HSI) will provide the instructors, training material, location, and support for the duration of the forensics training program.
- (9) ICE OHC and HSI will work with USSOCOM Care Coalition to ensure that the SOF WW Interns will be located in ICE locations that are congruent

with the continued care and support needed for each individual service member.

- (10) ICE OHC and HSI will provide USSOCOM Care Coalition with regular updates on the status of each SOF WW intern and any challenges or issues that arise and work with USSOCOM Care Coalition representatives to resolve those issues.

d. PROTECT will:

- (1) Provide funding for travel, lodging, per diem, and ground transportation for SOF WW Interns during the 10-11 week training period.
- (2) Provide computers to SOF WW Interns for the duration of the HERO Child-Rescue Corps internship.
- (3) Provide 4 weeks of training prior to ICE HSI computer forensics training, at Oak Ridge National Laboratory or nearby facility. This training will include an introduction to child abuse and trauma, the child protection and justice system, counter-child-exploitation technology, networking with community and industry leaders, mental health issues for SOF WW program participants, and the HERO Child-Rescue Corps.
- (4) Provide assistance and advice to SOF WW Interns throughout the duration of the pilot project.
- (5) Assist SOF WW Interns in accessing additional, related career training and educational opportunities during and after the pilot.

5. PROJECT PROTECT EVALUATION PROVISION.

The HERO Child-Rescue Corps is intended to be a pilot project to demonstrate the value and viability of deploying wounded veterans to combat child sexual exploitation and rescue children. As such, the parties agree that it is important to document the program's performance and outcomes. The parties further agree to cooperate in collecting, compiling, and reporting anonymized non-law enforcement-sensitive data showing program performance results. This data shall include, but not be limited to, the following HERO Child-Rescue Corps performance indicators: cases initiated, forensic exams conducted, arrests, suspects with children in the home, suspects with direct access to children, and child victims identified.

6. COSTS.

Each Party shall be responsible for its own costs to perform the work of this MOU.

7. POINTS OF CONTACT.

The following individuals are the points of contact for any required discussion between the parties:

ICE:

Unit Chief
Child Exploitation Investigations Unit
Cyber Crimes Center
Homeland Security Investigations
U.S. Immigration and Customs Enforcement
11320 Random Hills Road
Fairfax, VA 22030
703-344-0109

USSOCOM Care Coalition:

Kimberly Moros
Lieutenant Colonel
U.S. Army
Chief, Transition Initiatives
U.S. Special Operations Command
(7701 Tampa Point Boulevard
MacDill AFB, FL 33621-5323
813-826-7544

PROTECT:

Grier Weeks
Executive Director
National Association to Protect Children
P.O. Box 27451
Knoxville, TN 37927
865-525-0902
grierweeks@protect.org

8. EFFECTIVE DATE, PERIODIC REVIEW, AND TERMINATION.

This MOU between USSOCOM Care Coalition, ICE, and PROTECT shall be effective upon the signature of the last party until termination by written notice by any party.

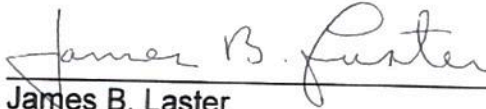
The Parties agree to review the terms of this MOU yearly.

Amendments to this MOU shall not require renegotiation of the entire MOU and will be implemented upon written agreement of the Parties.

There are three original copies of this agreement; one original copy is maintained by each Party.

Daniel H. Ragsdale
Deputy Director
U.S. Immigration and Customs Enforcement

Date



James B. Laster

JUL 24 2013

Major General, U.S. Marine Corps
Chief of Staff
United States Special Operations Command

Date

Grier Weeks
Executive Director
National Association to Protect Children (PROTECT)

Date

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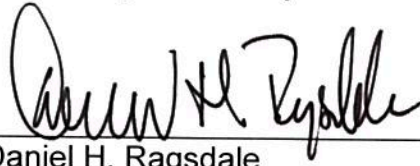


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Daniel H. Ragsdale
Deputy Director
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8/6/13

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