CITY OF PHOENIX
DOMESTIC VIOLENCE FATALITY REVIEW TEAM
Interagency Confidentiality And Cooperation Agreement

To be signed by a representative of each agency agreeing to participate in the City of Phoenix Domestic Violence Fatality Review Team

Organization: ____________________________________________________________

Represented by: _________________________________________________________

This cooperative agreement is made this ________ day of ________, 20__ between __________________ and all agencies and individuals who serve on the City of Phoenix Domestic Violence Fatality Review Team (DVFRT):

On behalf of _____________________, I indicate our support of the objectives of the Phoenix DVFRT, established pursuant to A.R.S. § 41-198.

Through the process of conducting a formal review of selected fatalities in which family violence or intimate partner violence is considered a significant factor; the DVFRT will examine incidents of domestic violence related fatalities to better understand the dynamics of these fatalities; and may:

1. Identify and describe trends and patterns in family or intimate partner violence related fatalities by documenting trends and patterns in periodic reports which present the aggregated findings of the domestic violence fatality reviews conducted in the City of Phoenix.

2. Work to increase safety for victims and accountability for perpetrators of family or intimate partner violence by:
   a. Promoting cooperation and communication among agencies investigating and intervening in family or intimate partner violence.
   b. Identifying gaps in services and accountability structures and formulating recommendations for policies, services and resources to fill those gaps.

3. Formulate recommendations for collaboration on family or intimate partner violence investigation, intervention and prevention.

____________________ agrees that membership of the DVFRT should be comprised of (but not limited to) the following: a representative from a county or municipal law enforcement agency; a representative of a county or municipal court; a representative of a county or municipal prosecutor’s office; a representative of a local domestic violence prevention program; a victim of domestic violence; a representative of a county or state public health agency; a representative of the Office of the County Medical Examiner; if
Child Protective Services received a report on any person residing with the victim before the fatality, a representative of Child Protective Services who serves the area covered by the review team for the duration of the review of that fatality; and a representative of a statewide domestic violence coalition.

This participating organization will provide an ongoing primary representative and an alternate representative on a regular basis as the member of the Review Team and provide necessary information to support the DVFRT’s operations.

All information and records acquired by a review team are confidential and are not subject to subpoena, discovery or introduction into evidence in any civil or criminal proceeding or disciplinary action. Information that is otherwise available from other sources is not immune from subpoena, discovery or introduction into evidence through those sources solely because they were presented to or reviewed by a review team.

I understand and acknowledge that the unauthorized disclosure of confidential records, reports, investigation materials and information may result in criminal and civil liability.

Because the review process may involve case specific sharing of information, and confidentiality is inherent in many of the involved reports, each member of the DVFRT will take clear measures to understand the limits of what they may reveal in their capacity as an agency representative. All members will sign a confidentiality agreement that prohibits any unauthorized dissemination of information related to the review process. No material may be used for reasons other than which was intended.

________________________ agrees that no one associated with this agency will represent the views of the DVFRT to the media.

In my capacity as its authoritative representative, I commit ________________’s participation, support and assistance to the DVFRT.

This agreement will be in effect on the date below. I can request a revision or review of this agreement within thirty (30) days of written notice. Notice of revision or termination of this agreement will be sent to all members of the DVFRT.

Signature: ______________________________   ______________________________

Agency Representative   City of Phoenix DVFRT

Title: ______________________________

Date: ______________________________