Board of Supervisors Memorandum

July 22, 2019

Cooperative Agreement for the Provision of Humanitarian Services with Catholic Community Services to Provide Respite, Shelter and to Arrange Final Transportation for Legal Asylum Seekers Turned Over to Catholic Community Services by US Immigration and Customs Enforcement and the US Border Patrol at Units 700, 800 and 900 of the Juvenile Justice Complex

Background

Attached is a humanitarian aid cooperative agreement for Units 700, 800 and 900 of the Juvenile Justice Complex. These units are former detention facilities and are no longer needed for this purpose and have been vacant for many years. Minor modifications to the facilities are necessary to accommodate the processing flow defined by Catholic Community Services (CCS). In addition, other cosmetic modifications with the addition of furniture will be made to these facilities, enhancing the current spartan environment to one more conducive to a respite and shelter facility.

This is an annual agreement and as defined allows four one-year renewal options. The facility operating cost and maintenance will be paid by the County through an anticipated humanitarian aid grant. At present, several applications have been made for humanitarian aid as now provided by several homeland security grant programs.

I am confident the County will receive one or more of these grants to fully offset the facility's operating and maintenance costs. In addition, food and laundry services will be provided since such is available at the Juvenile Justice Complex and all costs will be reimbursed through the grant.

The present respite facility, the Benedictine Monastery, has served well as a temporary shelter; however, these facilities are old and the plumbing in the facility has failed. The relocation of this service from the Monastery to the Juvenile Justice Complex should occur as soon as possible.

This adaptive reuse of a former detention facility into a shelter for humanitarian aid speaks well of our evolution in juvenile justice. I look forward to the day we can do the same at our adult jail.

Recommendation

I recommend the Board of Supervisors approve the attached Cooperative Agreement for the provision of Humanitarian Services with Catholic Community Services.

Sincerely,

C.H. Huckelberry
County Administrator

CHH/anc – July 15, 2019

Attachment

c: The Honorable Kyle Bryson, Presiding Judge, Pima County Superior Court
The Honorable Kathleen Quigley, Presiding Judge, Pima County Juvenile Court
The Honorable Mark Napier, Pima County Sheriff
Jan Lesher, Chief Deputy County Administrator
Dr. Francisco Garcia, Assistant County Administrator for Community and Health Services
Most Reverend Edward Weisenburger, Bishop of Tucson
Marguerite "Peg" Harmon, Chief Executive Officer, Catholic Community Services

COOPERATIVE AGREEMENT FOR

PROVISION OF HUMANITARIAN SERVICES

This Agreement ("**Agreement**") is made and entered into by and between CATHOLIC COMMUNITY SERVICES OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation ("**CCSSA**"), and PIMA COUNTY, a political subdivision of the State of Arizona ("**County**").

1. **Background and Purpose**.

1.1. CCSSA has been providing humanitarian aid and assistance to asylum seekers who are legally present in the United States while their asylum claims are being processed, and who have been dropped off at CCSSA's facility by Immigration and Customs Enforcement (ICE). These migrant families temporarily rest, rehydrate, eat, and care for their children at CCSSA's facility while CCSSA volunteers help them contact family members or sponsors in other parts of the United States.

1.2. CCSSA has been providing this assistance at the former Benedictine Monastery, located on Country Club Road in Tucson, but that facility is scheduled for reconstruction in August and CCSSA needs a new location for its respite facility.

1.3. County owns property located at 2225 E Ajo Way, Tucson, AZ 85713, on which is located the Pima County Juvenile Detention Center and Juvenile Court Complex (the "**Complex**"). Under A.R.S. § 8-306, the Complex is under the supervision of the Arizona Superior Court of Pima County (the "**Court**").

1.4. Located northeast of the Juvenile Court building is a building (the "**Building**") consisting of three wings identified as Units 700, 800, and 900, containing approximately 19,074 square feet of rentable space with an accompanying exterior courtyard area, a floor plan of which is attached as **Exhibit A**. The Building and its accompanying exterior space, the location of which is illustrated on **Exhibit B**, is referred to in this Agreement as the **Property**.

1.5. The Property is currently vacant and has not been used as a detention facility for years, based on the aggressive implementation of an "alternatives to detention" program. It can be effectively isolated from the balance of the Complex, and the County wishes to adaptively reuse it for the purpose of housing CCSSA's humanitarian respite services.

1.6. Irresponsible street-releases of asylum seekers by Department of Homeland Security agencies not only subjects these families to physical hardship and puts them at increased risk of victimization, it adds to the community's homelessness problem and puts a burden on government social-service and law-enforcement agencies. The Board of Supervisors has determined that adapting the Property and providing it to CCSSA for operation of its

humanitarian respite services, as well as providing other assistance to that operation, will, by keeping legally-present, homeless, immigrant families off the streets and helping them to reach their relatives or sponsors within the United States, improve community safety and enhance the general and economic welfare of the inhabitants of the County.

1.7. County has sought and will continue to seek reimbursement, from the Federal government through humanitarian aid grants and programs, for the costs incurred by County under this Agreement.

2. **Use of Property**. CCSSA will utilize the Property, during the Term of this Agreement, to provide its humanitarian shelter, hospitality, respite, and travel-processing services as described above and for no other purposes.

2.1. **Parking**. CCSSA employees, volunteers, and visitors, may park in assigned spaces in designated areas of the parking lot located as shown on **Exhibit C**.

2.2. **Complex**. CCSSA—including its agents, employees, volunteers, clients, and other invitees—may not use or roam any portion of the Complex outside of the Property other than for parking and access to the Property or as specifically provided elsewhere in this Agreement and with the Court's approval.

2.3. **As-Is Condition**. CCSSA accepts the Property in its as-is condition on the Commencement Date, subject only to any final work being done on the Property by County to adapt it to CCSSA's use.

2.4. **Permits**. CCSSA will obtain and maintain all required permits and certifications for its operations at the Property.

2.5. **Personal Property**. Any personal property or fixtures installed or located in the Property by County ("**County Personal Property**") will remain the property of County. Any personal property belonging to CCSSA and used at the Property will remain the property of CCSSA and will be removed by CCSSA before the end of the Term.

2.6. **Monthly Meeting**. CCSSA's use of the Property will require cooperation with the County and with the Court to ensure that all operations at the Complex continue smoothly and without interfering with one another. In order to facilitate that, one or more representatives of CCSSA will meet on a monthly basis, with one or more representatives of the Court as designated by the Presiding Judge, and one or more representatives of the County as designated by the County Administrator do discuss any plans, actual or potential problems, and solutions.

3. **Reports**. CCSSA will collect and report to Pima County, on a monthly basis, all Data needed by County for purposes of grant applications and facility maintenance.

   3.1. “"Data” means information regarding asylum seekers, which may include number of people in a family, age, sex, arrival date, departure date, country of origin, destination city/state, and method of departing transportation. County will work with CCSSA to define the precise items of Data that must be tracked and reported.

   3.2. The report will be in the form of an Excel spreadsheet that uses one row per family unit. It must be stripped of the following unique identifiers regarding individual Program participants: legal full name, birthdate, any agency-assigned identification, and all direct identifiers as defined by 45 C.F.R. § 164.514.

4. **Term**. The Term of this Agreement is for one year, commencing on the date that the Board of Supervisors approves this Agreement.

   4.1. **Option to Extend**. The parties may, by mutual agreement, extend this Agreement for up to 4 one-year periods.

   4.2. **Early Termination**. This Agreement may be terminated by either County or CCSSA at any time during the Term for any reason or no reason at all with 30-days advance written notice to the other parties.

5. **Food Service**. Subject to the Court’s cooperation, the County will, using the Complex’s kitchen facility, prepare up to 250 meals, two or three times a day, to serve to CCSSA’s staff, volunteers, and residents/invitees at the Property. CCSSA may provide one of these meals using its volunteers, but the volunteers will not have access to the kitchen. CCSSA will work cooperatively with County and Court staff regarding the timing and number of meals so that the kitchen can be appropriately staffed and any adverse impact on the Court’s operations can be avoided.

6. **Laundry Services**. Subject to the Court’s cooperation, County will provide laundry service to the Building, or will make laundry equipment available for CCSSA’s use on a schedule to be agreed upon by CCSSA, the Court, and the County, and provided that the Court’s requirements for use of the laundry facility are met. CCSSA may also, at its own expense, provide supplemental laundry equipment (i.e. washers and dryers), which the County will attach to available hookups within the Building.

7. **Assignment**. CCSSA may not, without County’s prior written consent, which consent may be withheld or conditioned in County's sole and absolute discretion, assign its rights or obligations under this Agreement to any other person or entity.

8. **Prohibited Activities**. CCSSA will not permit any unlawful activities on the Property or any activities that unduly interfere with activities of the other occupants of the Complex, or neighboring property owners/occupants.

9. **Hazardous Materials Prohibited; Clean Air Act**. CCSSA will not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Property by CCSSA, its agents, employees, contractors or invitees, without the prior written consent of County, other than such hazardous or toxic materials or substances that are necessary to CCSSA's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. CCSSA's operations on the Property will comply with all applicable provisions of environmental laws and regulations. CCSSA will remediate and clean up, at its sole cost and expense, any contamination of the Property caused by CCSSA occurring during the Term of this Agreement.

10. **Rules for the Property**.

    10.1. **Rules and Regulations for Complex**. CCSSA and its employees, agents, clients, volunteers, and other invitees will abide by rules and regulations for the Building and the Complex that are established from time to time by County concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security, after hours use and procedures and use of common areas such as parking and walkways. Such rules and regulations will be applied in a non-discriminatory manner and will not unduly limit or impair CCSSA's permitted use of the Property. The current version of the Rules & Regulations is attached as **Exhibit D**.

    10.2. **Tobacco-Free Policy**. CCSSA and its employees, agents, clients, volunteers and other invitees will comply with the County's Tobacco-Free Policy, a copy of which is attached as **Exhibit E**.

    10.3. **Sexual Misconduct Prevention Guidelines**. CCSSA will cause its employees, agents, contractors, and volunteers to abide by the "Guidelines for the Prevention of and Response to Sexual Misconduct," "Code of Conduct," and other requirements of the Diocese of Tucson Safe Environment program, including criminal history checks. The current Guidelines are attached as **Exhibit F**.

11. **Compliance with Laws and Regulations**. CCSSA will comply with all present and future laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law having jurisdiction over the Property or over CCSSA's operations or use of the Property.

12. **Repairs, Maintenance & Utilities**.

    12.1. **Repairs**. County will make all repairs in and to the Property. This includes the roof, structural portions of the Buildings, and major Building systems such as air conditioning

motors or compressors, major plumbing requirements (in-wall plumbing), heating units, in-wall electrical connections, and fixtures and systems furniture installed in the Property.

12.2. **Damage by CCSSA**. CCSSA will take good care of the Property and County's Personal Property. CCSSA reimburse County for the cost to repair any damage to the Property, or any portion of the Complex, or County's Personal Property caused by CCSSA, its employees, agents, clients, volunteers, or other invitees, and this obligation will survive any cancellation, expiration or termination of this Agreement.

12.3. **Notification to County**. If repairs are needed, CCSSA will notify County by email addressed to FM-TenantRequest@pima.gov, and County will conduct any necessary repairs within a reasonable period of time.

12.4. **Janitorial**. County will provide janitorial services for the Property through a County contractor.

12.5. **Security**. Keys for the Property will be provided by County to designated CCSSA staff. CCSSA will pay to County a standard charge ($100.00) for any key that is lost, stolen or damaged and must be replaced by County. CCSSA will comply with any County rules regarding security procedures. CCSSA will provide any additional security needed for its operation.

12.6. **Equipment**. CCSSA will maintain, repair and replace all equipment provided and installed by CCSSA, including but not limited to security cameras, kitchen appliances, and conference room equipment.

12.7. **Access to the Property**. County, and County's authorized representatives and contractors may enter the Property at any time for purposes of inspection, making any repairs and performing any work for which County is responsible under this Agreement. County, in the performance of any such work, will make reasonable efforts to cause as little inconvenience, annoyance, and disturbance, to CCSSA as reasonably possible under the circumstances.

12.8. **Utilities**. County will provide all utilities including electricity, water, sewer, and trash-and-recycle-collection services to the Property. CCSSA may request changes to HVAC settings by emailing County at: FM-TenantRequest@pima.gov.

12.9. **Telephone/Internet**. CCSSA will pay for cable/internet services, and will contact Cox Communications to place such services in CCSSA's name during the Term. No telephone service will be provided.

13. **Licensure and Registration**. CCSSA will apply for and obtain any license, registration or permit that is required during the Term of this Agreement and will maintain such license, registration or permit in good standing throughout the Term. CCSSA will immediately notify

County, in writing, if the license, registration or permit is denied or terminated. In the event of such denial or termination, County may, in its sole discretion, terminate this Agreement with no further obligation to CCSSA.

14. **CCSSA's Risk. CCSSA agrees to use the Property at CCSSA's own risk. County is not responsible for any loss of or damage to any personal property, or injury to persons on the Property, whether occasioned by fire, theft, or any other cause of any kind or nature**.

15. **Insurance**.

    15.1. **Required Coverage**. CCSSA will, at all times during the Term, at its sole expense, carry and keep in full force and effect, the following insurance: (1) a commercial general liability insurance policy (on an occurrence basis) insuring against all claims for personal injury, death or property damage occurring upon, in or about the Property, with combined single limits of at least $2,000,000 per occurrence, including broad form blanket contractual coverage covering CCSSA's obligations under this Agreement, naming County as an additional insured; (2) worker's compensation and employers liability insurance; (3) automobile and motor vehicle insurance covering all operations of CCSSA and all vehicles and equipment used by CCSSA; and (4) any other form or forms of insurance as County may reasonably require from time to time. Such insurance policies must: (i) be written and issued by insurance companies licensed to issue policies in the State of Arizona and rated "A/VII" or better by A.M. Best Co. in Best's Key guide; and (ii) include a waiver of subrogation endorsement (or equivalent) in favor of County and its respective agents, employees, partners, directors and officers.

    15.2. **Insurance Primary**. County will not be liable to CCSSA (and CCSSA hereby waives all right of recovery by way of subrogation against County) from any and all claims for loss or damage covered by the insurance required above, irrespective of whether such loss or damage results from County's negligence or that of any of its agents, servants or employees.

    15.3. **Proof**. Before beginning its operations on the Property, CCSSA will furnish to County reasonably satisfactory evidence (including, without limitation, certificates of insurance and additional insured endorsements) that CCSSA maintains insurance in accordance with the terms of this Section.

    15.4. **Property Insurance**. County will maintain Property Insurance for the full replacement value of the Building.

16. **Default**.

16.1. **Termination**. County may terminate this Agreement if CCSSA:

16.1.1. Uses or permits the Property to be used by any other person for any unlawful or illegal purpose and fails to stop that use within 3 days after written notice from County, or thereafter fails to take appropriate measures to prevent any recurrence.

16.1.2. Through any action or omission creates or permits a situation that, in the County's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Property and fails to correct the condition within 2 days after written notice from County. CCSSA's failure to obtain and maintain any required license and/or registration for its operations at the Property is considered a violation under this paragraph.

16.1.3. Fails to observe or perform any other condition or obligation under this Agreement, and fails to cure the problem within 30 days after written notice from the County.

16.2. **Remedies**. Either party may pursue any remedies provided by law and in equity for the breach of this Agreement.

17. **Notices.** All notices required or permitted to be given under this Agreement must be in writing and given by email, personal delivery, recognized overnight courier service, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to the appropriate party at the addresses set forth below or at such other address as a party may designate by notice similarly given. Notice will be deemed given and received on the date on which the notice is actually received, whether notice is given by email, personal delivery, overnight courier or by mail.

County:

Clerk of the Board of Supervisors
130 W. Congress St.
Tucson, Arizona 85701

With a copy to:

Director, Pima County Facilities Management
150 W. Congress Street, 3rd Floor
Tucson, Arizona 85701

CCSSA:

CATHOLIC COMMUNITY SERVICES OF SOUTHERN ARIZONA, INC.
140 W SPEEDWAY, SUITE 230
TUCSON, AZ 85705
Attn: Marguerite D. Harmon, Chief Executive Officer

Email: PegHCCS@ccs-soaz.org

17. **General Provisions.**

17.1. **Alterations/Restoration**. CCSSA may not make any alterations, installations, additions or improvements in or to the Property without the prior written consent of County, which consent may be withheld or conditioned in County's sole and absolute discretion. Any permitted alteration must be removed, and the affected area restored, at CCSSA's sole cost and expense, before the end of the Term.

17.2. **Signage**. Any signage to be used by CCSSA must be approved in writing by County, which approval may be withheld or conditioned in County's sole and absolute discretion.

17.3. **Furnishings**. CCSSA will not remove from the Property any fixtures, furnishings and equipment provided by the County. CCSSA may remove any furnishings, fixtures, or equipment paid for and installed by CCSSA and will restore the Property to its condition prior to the installation of said furnishings, fixtures, or equipment. With County's advance approval, CCSSA may leave said items in place and they will become the property of the County.

17.4. **No Liens or Interference**. CCSSA agrees not to incur, or if incurred to promptly remove, any obligations, judgments or other actions which would result in a lien or encumbrance on the Property.

17.5. **Indemnification.** CCSSA will indemnify, defend and hold County and Court, and the employees, agents, and officials of either of them, harmless from and against any and all loss, cost, expense, liability, causes of action, actions, claims and demands (including the cost of defending against the foregoing and including, without limitation, attorney's fees), resulting or occurring directly or indirectly, from CCSSA's or its agents, clients, employees, volunteers, contractors or other invitees' use or occupancy of the Property, or from any noncompliance with applicable law by CCSSA or its agents, clients, employees, volunteers, contractors or other invitees. This indemnity obligation will survive any cancellation, expiration or termination of this Agreement.

17.6. **Surrender**. On or before the end of the Term, CCSSA will vacate and surrender possession of the Property to County, vacant and broom clean, in good condition and state of repair. Notwithstanding the foregoing, if this Agreement is terminated prior to the scheduled end of the Term, CCSSA will: (i) discontinue receiving invitees no later than

two days after notice of termination, (ii) ensure all invitees have vacated the Property no later than one week after notice of termination, and will vacate and surrender possession of the Property, in the required condition, no later than three weeks after notice of termination. The obligations in this paragraph will survive any cancellation, expiration or termination of this Agreement.

17.7. **Interpretation**. The parties acknowledge that each has had the opportunity to review this Agreement with counsel of their choice. This Agreement will not be construed more strongly in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Agreement will bind and inure to the benefit of the parties and their successors and assigns.

17.8. **Entire Agreement; Amendment**. This Agreement contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Agreement. This Agreement may be modified by the parties only by writing executed with the same formalities as this Agreement.

17.9. **Non-Discrimination**. The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

17.10. **Non appropriation**. The parties recognize that the performance by County may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds, or if funding becomes otherwise not legally available to the County to fund its responsibilities under this Agreement, the County may terminate this Agreement without further duty or obligation. County agrees to notify CCSSA as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

17.11. **Conflict of Interest**. This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

17.12. **Law to Govern**. This Agreement is made under and will be interpreted according to Arizona law.

17.13. **Sustainability Plan**. In accordance with the County's Sustainability Plan, CCSSA will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Property.

17.14. **Warranties.** COUNTY DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE PROPERTY, OR COUNTY'S PERSONAL PROPERTY.

17.15. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

17.16. **Severability.** If any provision in this Agreement is found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected in full force and effect unless the parties' intent in entering into this Agreement is defeated.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE PAGES AND EXHIBITS FOLLOW

IN WITNESS WHEREOF, we have set our hands and seals on the day and date first written above.

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____
Richard Elias
Chairman, Board of Supervisors

Date:_____

ATTEST:

By:_____
Julie Castaneda
Clerk of the Board of Supervisors

Date:_____

APPROVED AS TO FORM:

By:_____
Regina L. Nassen
Deputy Pima County Attorney

CATHOLIC COMMUNITY SERVICES OF SOUTHERN ARIZONA, INC., an Arizona nonprofit corporation

By: _____
Marguerite D. Harmon
Chief Executive Officer

Date:_____

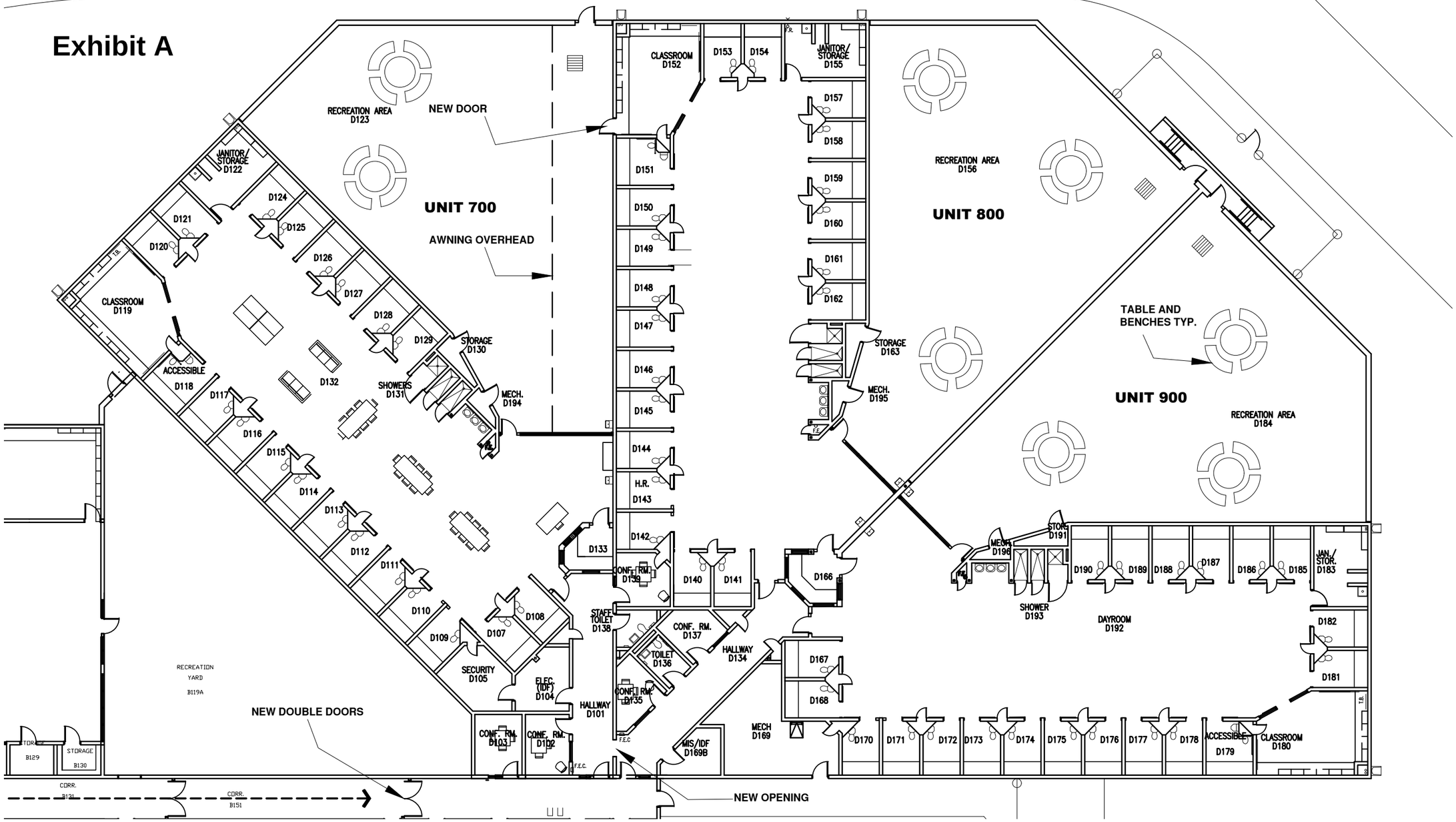
DIOCESE OF THE TUCSON OFFICE OF THE BISHOP

By:_____
Most Reverent Edward J. Weisenburger
Bishop of Tucson

Date:_____

Exhibits:

Exhibit A:	Building Diagram
Exhibit B:	Property Location
Exhibit C:	Parking Areas
Exhibit D:	Rules and Regulations
Exhibit E:	Tobacco-Free Policy
Exhibit F:	Guidelines for the Prevention of and Response to Sexual Misconduct



ENLARGED FLOOR PLAN

PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085

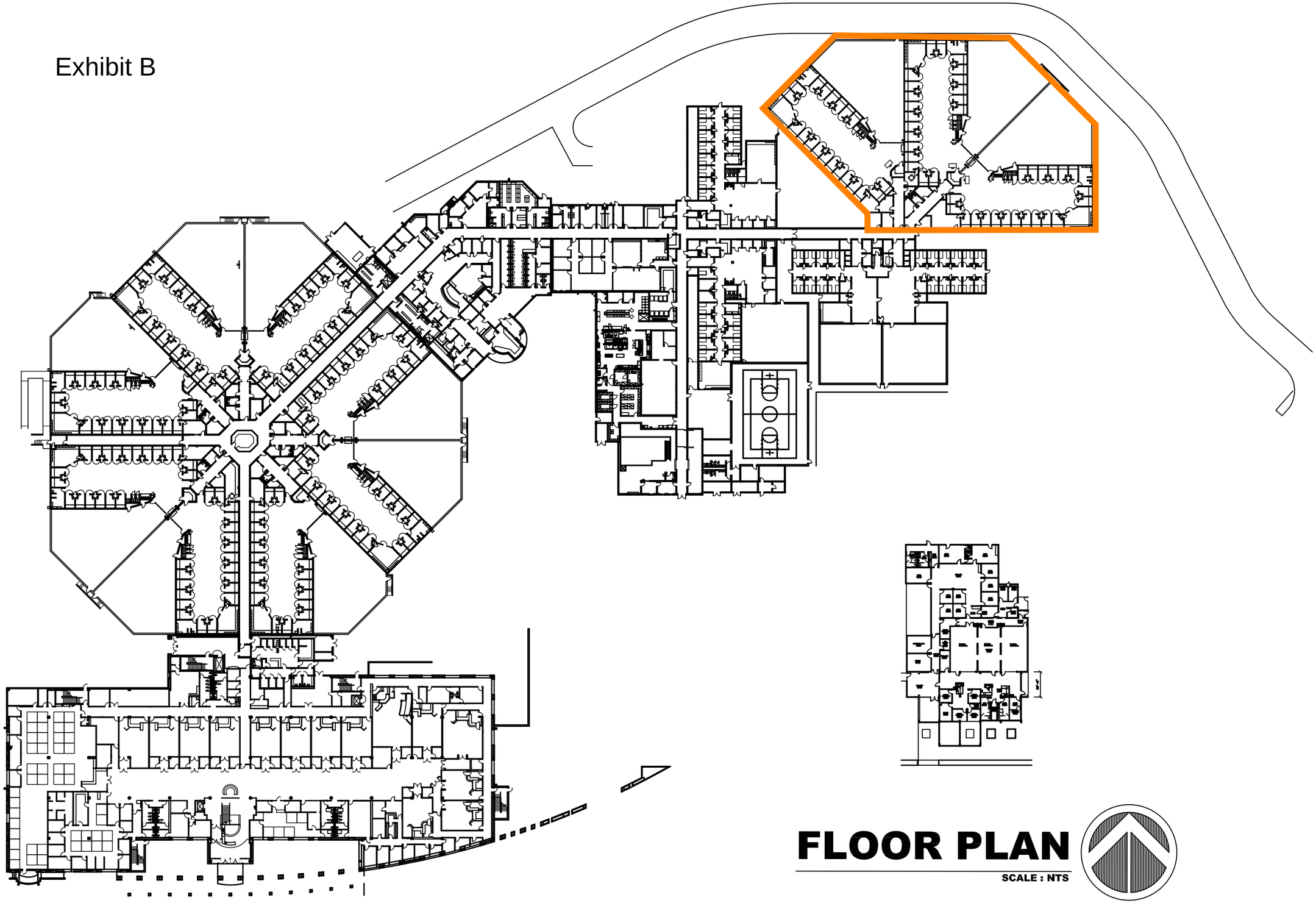
FLOOR PLAN

PROCESSING & SHELTER FACILITY
2225 E AJO WAY
TUCSON, AZ

REVS: 0 DATE: Rev Date

DRWN BY: YU
CKD BY:
DATE: 7-9-2019
SCALE: NTS
SHEET NO: 1
1 OF 2
W.O. NUMBER
Proj #

Exhibit B



FLOOR PLAN

SCALE : NTS

PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085

JUVENILE JUSTICE COMPLEX
2225 E AJO WAY
TUCSON, AZ

FLOOR PLAN

REV#: DATE:
Rev Date

DRWN BY: YU
CKD BY: YU
DATE: 7-10-2019
SCALE: NTS
SHEET NO:
1
1 OF 1
W.O. NUMBER
Proj #

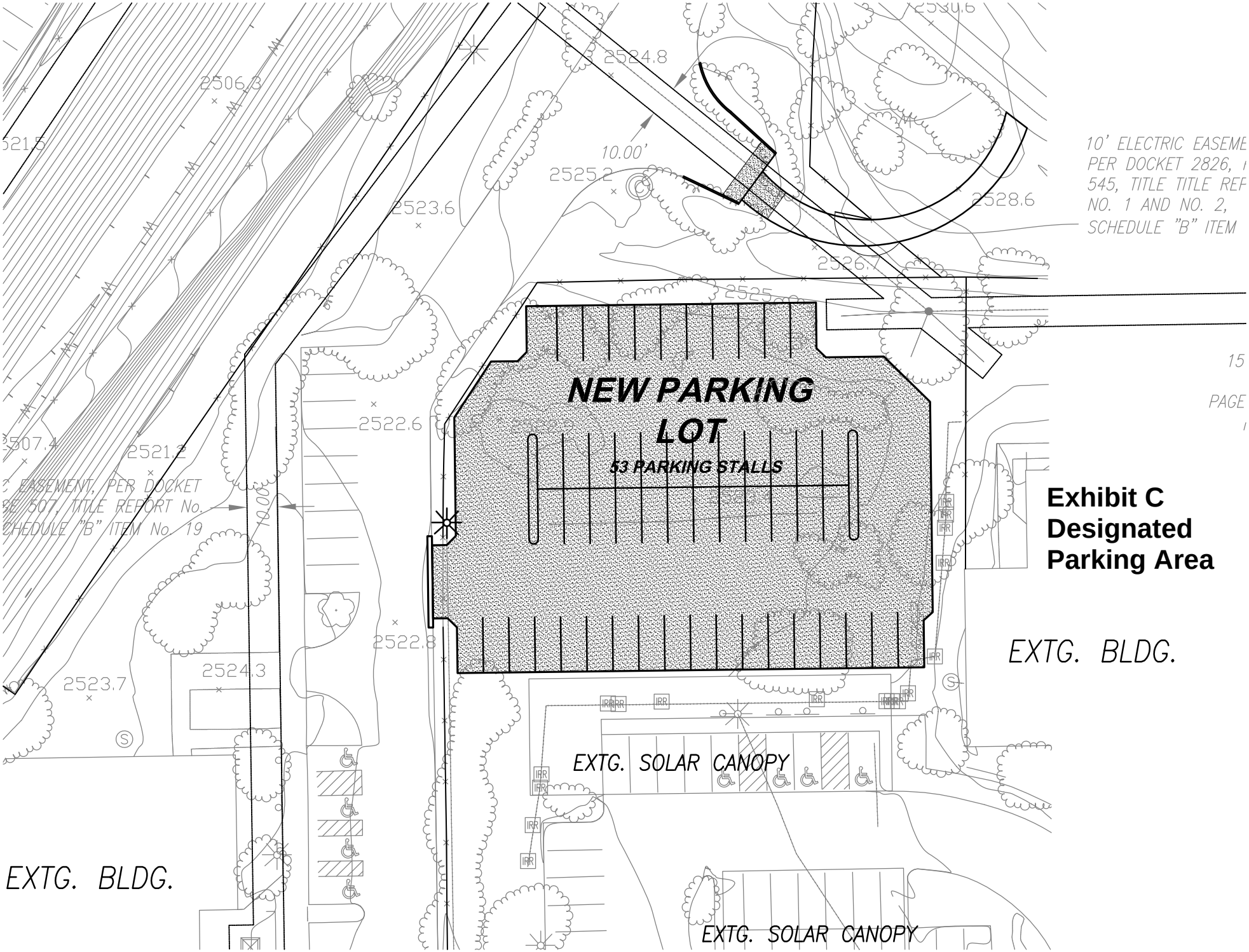


Exhibit C
Designated
Parking Area

EXHIBIT D
TO COOPERATIVE AGREEMENT
Rules and Regulations

These Rules & Regulations have been adopted by County in order to set forth standards of conduct that will allow all occupants and users of the Building and the Complex ("**Users**") to enjoy a professional working environment that is compatible with the general character of the Complex. County reserves the right to make amendments and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and will not be construed to modify or amend any of the terms, covenants, or agreements and conditions of any agreement regarding use or occupancy of the Property. Each User will be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a User. Such waiver will not be construed as a waiver for any other User, nor will it prevent County from enforcing the same against any or all other Users. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation will not give any User the right to enforce same against another Complex occupant.

1. No sign, placard, picture, advertisement, name or notice will be inscribed, displayed, printed or affixed on or to any part of the Property without the prior written consent of County. County may remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of User. All approved signs must be placed or affixed on the wall adjacent to User's entry doors. All approved signs must be printed, painted, inscribed, affixed or removed at the expense of User by a person approved by County. All walls or other structures where User's signs have been affixed or attached must be restored to their original condition at User's expense after removal of such signs. Nothing may be mounted on wood doors or finished wood surfaces.

2. User will not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Property, nor will User cause any window in the Property to be color treated.

3. The sidewalks, halls, passages, exits, entrances, elevators and stairways will not be obstructed by User or used for any purpose other than for ingress and egress from User's Property.

4. User will not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Property without prior written consent of County. County will have no obligation to open the Property due to the loss of keys by User. All requests to open the Property must be made by User to County. User assumes all responsibility for protecting its personal property from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Property closed and locked.

5. The plumbing facilities will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever will be thrown therein. The

expense of any breakage, stoppage or damage resulting from a violation of this provision will be borne by the User whose employee, agent or invitee will have caused it.

6. User will not deface the Property or any part thereof. User will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of County. County may require design drawings, specifications and/or weight load structural tests prior to granting approval for any rooftop installation. User will bear the entire expense of any drawings or tests to be submitted to County for approval.

7. No furniture, freight or equipment of any kind will be brought into the Property without prior notice to County. All moving of items into or out of the Building will be done at such time and in such manner as County will designate. Any damage to the elevators, doors, frames, walls or hallway surfaces caused by User or User's invitees or moving contractors will be repaired at User's expense to County's satisfaction. County will have the right to prescribe the weight, size and position of all heavy equipment brought into the Building. Heavy objects, will, stand on supports of such thickness as is necessary to properly distribute the weight.

8. User will not use, keep or permit to be used or kept any foul or noxious gas or substance in the Property, or permit or allow the Property to be occupied or used in a manner offensive or objectionable to the County or other occupants of the Complex by reason of noise, odors and/or vibrations, or that would interfere in any way with other Complex occupants or those having business therein. No animals will be brought in or kept in or about the Property or the Complex except service animals.

9. User will not use or keep in the Property any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by County.

10. User acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Property for Fire Code compliance and fire, sprinkler, and alarm testing. User, and its employees, contractors and invitees will comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. User will distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building, User must take immediate and prudent actions to evacuate its employees, volunteers and invitees from the Building through designated exits as posted by County. User will notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Property. User is responsible for notifying the County in writing of any changes to such assignments. User will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.

11. Pursuant to the Smoke-Free Arizona Act, A.R.S. section 36-601.01, no smoking is allowed in

any part of the Building, or within 20' of doors outside the Building. User will instruct it employees of this regulation.

12. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Property will be subject to the approval of County.

13. County reserves the right, in its sole and reasonable discretion, to increase security services for the Property.

14. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, County reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the Complex occupants and the protection of the Complex.

15. County reserves the right to exclude or expel from the Property any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who will in any manner do any act in violation of any of the rules and regulations of the Property or impair the safety of any User, employee, or contractor of County.

16. No machines of any description will be installed, maintained or operated upon the Property without the written consent of the County.

17. User will not disturb, solicit, or canvass any occupant of the Complex and will cooperate to prevent same by others.

18. County will have the right to control and operate the Common Area(s), and the facilities furnished for the common use of the public and the Complex occupants, in such manner as County deems best for the benefit and safety of the public and the Complex occupants generally.

19. All entrance doors in the Property will be locked when the Property are not in use, and all doors opening to public corridors will be kept closed except for normal ingress and egress from the Property. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.

20. The common hallway immediately adjoining the Property will be kept clean and free from dirt and rubbish by User and User will not place or permit any obstruction or merchandise in such areas.

21. All courtyard areas may be utilized only by User, and its employees, volunteers and invitees. No unsightly storage may be placed upon the courtyard. User agrees to limit the use of the patio to outdoor furniture such as tables and chairs as well as recreational toys or playground equipment or fixtures as well as items related to entertainment of property occupants. One courtyard may be

used for the orderly storage of materials donated to CCSSA for its work on the Property. Courtyards may not be used for the temporary or permanent storage of refuse containers or other such unsightly materials.

22. Upon the termination of the tenancy, User will deliver to County all keys to the Property and security access cards for the Building that have been furnished to User.

23. No electrical cooking appliances other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Property.

24. No space heaters, floor fans or floor lamps are allowed at any time in the Property.

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number C 3.18

Purpose:
Smoking and the use of tobacco related products are a major cause of preventable disease and death. As a leading employer and health proponent Pima County is committed to the promotion of health, wellness, and the prevention / treatment of diseases. Pima County also serves as a model for the public influencing attitudes about smoking and the dangers of tobacco products. The purpose of this tobacco-free policy is to create tobacco-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

Background:
As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco-free policy is the natural continuance of those efforts.

Policy:
It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees, and the general public.

The Board of Supervisors prohibits the use of tobacco products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

Definitions:
Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

Compliance:
County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to Property or faculties by said visitor or vendor.

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

References:

Pima County Ordinance, Chapter 2.12
Pima County Code, Section 8.50

Adopted Date: November 13, 2012
Effective Date: January 1, 2013

Website:
http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Clerk%20of%20the%20Board/Policies/C3-18.pdf

EXHIBIT F
to Cooperative Agreement

Guidelines for the Prevention of and Response to Sexual Misconduct

---

This document makes recommendations for sexual misconduct guidelines to 1) prevent sexual misconduct against children, adolescents and adults, and 2) effectively handle sexual misconduct, both via law enforcement and internally, should it arise in the future.

Developed by:
The Child Abuse and Sexual Misconduct Policy Review Committee

And presented by the Committee to:
The Bishops of the Diocese of Tucson for Promulgation

July 30, 2002

Revised August 14, 2003 (Amended September 30, 2004, November 30, 2005, December 13, 2006, June 12, 2009, September 24, 2009) Revised June 20, 2012, Revised June 17, 2015
Revised March 14, 2018

CHILD ABUSE AND SEXUAL MISCONDUCT POLICY REVIEW COMMITTEE

Chairman:

José M. Santiago, M.D., Senior Vice President and Chief Medical Officer, Carondelet Health Network

Committee Members:

Clarence Dupnik, Pima County Sheriff, Pima County Sheriff Department

Peter Likins, Ph.D., President, University of Arizona

Sister Lauren Moss, O.S.F., Project Manager, St. Augustine High School

Reverend Al Schifano, Parochial Vicar, Saints Peter and Paul Parish

Maria Teresa Velez, Ph.D., Psychologist and Associate Dean, Graduate College, University of Arizona

Volunteer Resource to the Committee:

James F. McNulty, Jr., Attorney, Brown & Bain

Legal Consultants:

Gerald Maltz, Attorney, Haralson, Miller, Pitt & McAnally

Thomas M. Murphy, Attorney

Editorial Consultant:

Deborah Daun, Deborah Daun Communications

The Child Abuse and Sexual Misconduct Policy Review Committee gratefully acknowledges the inspiration provided by guidelines from other dioceses, including:

Archdiocese of Chicago

Archdiocese of Los Angeles

Archdiocese of St. Paul and Minneapolis

Diocese of Dallas

Diocese of Oakland

Diocese of Phoenix

TABLE OF CONTENTS

I) Preamble 4

II) Introduction 5

III) Individuals Covered by these Guidelines 6

IV) Definitions 6
A) Sexual Misconduct with Children and Adolescents 6
B) Sexual Misconduct with Adults 8

V) Office of Child, Adolescent and Adult Protection 9
A) Compliance Monitoring 9
B) Sexual Misconduct Review Board 11

VI) Prevention 14
A) Code of Conduct for All Priests, Deacons, Religious, Seminarians, Employees and Volunteers 14
B) Prevention Through Proper Behavior 14
C) Prevention Through Education 15
D) Screening and Selection of Diocesan Personnel 17

VII) Reporting Allegations of Sexual Misconduct 18
A) Sexual Misconduct with a Child or Adolescent 18
B) Sexual Misconduct with an Adult 20

VIII) Assistance 21
A) Child/Adolescent Complainants, Families, and the Person Reporting Sexual Misconduct 21
B) Adult Complainants, Families, and the Persons Reporting Sexual Misconduct 22
C) Accused Persons 22
D) Parishes 23
E) The Community 23

IX) Process for Actions: Status and Disposition of the Alleged/convicted Violator 23
A) Reporting and Immediate Response 24
B) First Stage Review 25
C) Second Stage Review 26
D) Supplemental Reviews 26
E) Final Determination, Consequences and Enforcement 26

X) Final Disposition of Cases, Record Keeping and Follow-Up 28

I) PREAMBLE

At that time the disciples approached Jesus and said, "Who is the greatest in the kingdom of heaven?" He called a child over, placed the child in their midst, and said, "Amen, I say to you, unless you turn and become like children, you will not enter the kingdom of heaven. Whoever humbles himself like this child is the greatest in the kingdom of heaven. And whoever receives one child such as this in my name receives me. Whoever causes one of these little ones who believe in me to sin, it would be better for him to have a great millstone hung around his neck and to be drowned in the depths of the sea. Woe to the world because of things that cause sin! Such things must come, but woe to the one through whom they come." (Matthew 18:1-7, New American Bible)

1. The Diocese of Tucson is promulgating the following guidelines for 1) the conduct of all priests, deacons, religious, seminarians, and all diocesan employees and volunteers in their relationship to children and adolescents, as well as adults under their pastoral care, and 2) the effective and immediate response to allegations of sexual misconduct against children, adolescents and adults. The Diocese of Tucson has recommended that its Parishes adopt these guidelines and has made its Parishes aware of the work of the Sexual Misconduct Review Board established by the Diocese, which the Parishes may utilize at no additional cost as part of the services rendered to the Parishes by the Diocese. The Parishes that have adopted these guidelines shall hereinafter be referred to as "Adopting Parishes." The Bishops remain accountable to the Holy See and to the Holy Father directly. As such, they seek to live out these same guidelines in their thoughts and in their actions.
2. The Diocese, in promulgating these guidelines, and the Adopting Parishes together recognize that the sexual abuse of children and adolescents and other forms of sexual misconduct have resulted in enormous suffering on the part of children, adolescents, and their families, and that as a result, Catholics and the entire community have experienced anger, resentment, and disappointment against the Church.
3. Furthermore, the Diocese and its Adopting Parishes recognize that the bonds of trust between the Catholic Church and its people in the Diocese of Tucson have been strained. This document seeks to define the policy that for even a single act of sexual abuse of a minor, whether in the past or in the present, the offender, whether priest, deacon, religious, seminarian, deacon candidate, lay employee or volunteer, will be permanently removed from ministry. The Diocese and its Adopting Parishes also affirm the policy of direct and effective action to address and correct, with therapeutic and disciplinary means, instances of sexual exploitation or sexual harassment of an adult by anyone covered by these Guidelines. The Diocese and its Adopting Parishes are committed to transparency and openness, due process, and clear consequences for perpetrators to provide for justice and to restore Catholics' trust in and the community's respect for the Church.
4. This document establishes guidelines for the prevention of sexual misconduct with children, adolescents and adults. It incorporates not only prevention and education mandates and prescribed codes of conduct for all priests, deacons, religious, seminarians, employees and volunteers of the Diocese and of its Adopting Parishes in their interaction with others, but also prescribes a contact point to facilitate the reporting of allegations of abuse, and issues clear guidelines for how to proceed in investigating such allegations in a way that strictly adheres to the laws of Arizona and the moral beliefs of the Catholic

Church. Although guidelines cannot anticipate every conceivable event and must be applied to the facts with common sense and judgment, they are promulgated herein to provide a uniform and proactive approach to sexual misconduct committed by priests, deacons, religious, seminarians, employees and volunteers of the Diocese and of its Adopting Parishes.

5. The individuals who prepared these guidelines have reviewed Scriptures, canon law and laws of the State of Arizona. Most importantly, this work has been guided by ethical and moral standards that are certainly American and shared by most Americans, regardless of their religion or creed, and indeed by most peoples of the world. Although the document responds specifically to violations of civil law and the Church's teachings and law, it is guided by a profound recognition that principles of moral standards having to do with the protection of children, adolescents and vulnerable adults are at the core of civilized society.

6. The Diocese of Tucson has a strong commitment to enforce these guidelines for the protection of children and adolescents, as well as vulnerable adults. The Diocese expects its Parishes, which have adopted these guidelines, to be equally committed to their enforcement. The Diocese and its Adopting Parishes intend to restore the bonds of trust between the Diocese and its people by the promulgation of these guidelines for the prevention of sexual abuse and other forms of sexual misconduct and the swift and effective response to abuse allegations. The Diocese wishes 1) to acknowledge the work of priests, deacons, religious and lay people in churches, ministries and schools throughout the Diocese who have remained committed to the moral and religious values that dictate the protection of children, adolescents and vulnerable adults, and 2) to commit to a renewed effort to ensure that their work and reputation are not sullied by the actions of a few. The Diocese also acknowledges that the words contained in these guidelines would be empty without a clear commitment on its part to their implementation. The actions of the Diocese and its Adopting Parishes will have to demonstrate that sexual and other violations against children, adolescents and adults will not be tolerated. Only then will there be true healing and reconciliation within the Diocese and indeed between the Diocese and the larger community.

II) INTRODUCTION

1. The Diocese of Tucson and its Adopting Parishes, in accordance with the teachings of the Catholic Church, expect all persons employed by or volunteering within the Diocese and its Parishes to live moral lives, respecting in all ways the sanctity of every human being in general and the gift of sexuality in particular. Sexual misconduct abuses the power and authority of the pastoral or educational role of those who work for the people of God and serve them. Sexual misconduct is contrary to Christian morals and the moral strictures of many other religious belief systems and societal standards, and often violates civil law.
2. The Diocese of Tucson and its Adopting Parishes will not tolerate sexual misconduct. All the Diocese's priests, deacons, religious, seminarians, employees and volunteers and all employees and volunteers of the Adopting Parishes must comply with 1) all applicable local, state, federal and church laws regarding incidents of actual, alleged, or suspected sexual misconduct and violation of law, and 2) the guidelines promulgated herein.
3. These guidelines address the role of the Diocese of Tucson and its Adopting Parishes in espousing the moral values of the Catholic Church, preventing sexual abuse and other forms of sexual misconduct, and responding effectively to allegations or instances of sexual misconduct by all the Diocese's priests, deacons, religious, seminarians, employees and volunteers, and all employees and volunteers of the Adopting Parishes. While the procedures will aim to balance the rights of the complainants and those of the accused, they will take into account the interests of the public, State and the Catholic Church in the protection of our children, adolescents and vulnerable adults.

III) INDIVIDUALS COVERED BY THESE GUIDELINES

As stated in the introduction, these guidelines, as amended from time to time, and as promulgated by the Diocese of Tucson and its Adopting Parishes, apply to all priests, deacons, religious, seminarians, and employees and volunteers, whether full time or part time, who work or volunteer within any organization designated as a diocesan entity, or in one of the Adopting Parishes, or in any association which is affiliated with an Adopting Parish.

Any person to whom these guidelines apply is expected to make a report of suspected violations of these guidelines to the civil authorities, where required by law, and to the Diocesan Office of Child, Adolescent and Adult Protection (hereafter "OCAAP"). OCAAP will facilitate collaboration with civil authorities and Parish leadership.

IV) DEFINITIONS

A) Sexual Misconduct with Children and Adolescents

1. In order to clearly define the policies prescribed in these guidelines with regard to sexual misconduct by all priests, deacons, religious, seminarians, employees and volunteers serving in the Diocese of Tucson or in any of the Adopting Parishes, the following definitions are set forth. These definitions are ecclesiastic ones following the moral dictums of the Catholic Church. They are more restrictive than those contained in civil law

(Arizona Revised Statutes), although they often parallel them. When the definitions below are based on civil law, it is noted after the definition. For purposes of these guidelines, minors are defined as children and adolescents under the age of 18. Arizona law, in some circumstances, makes a distinction between minors under 15 years of age and those older than 15 years of age. These guidelines do not.

2. *Sexual Misconduct*: Sexual misconduct is broader than sexual abuse, and includes the other terms contained in this document and/or defined below. Sexual misconduct might involve a minor or an adult, as defined below. It may yet be misconduct whether or not the activity involves physical force and regardless of whether there is discernable harmful outcome. The apparent consent of the other does not automatically preclude the finding of misconduct on the part of the person in ministry. Freely given consent is not deemed possible in the case of a minor, an impaired adult, or an adult whose relationship with the person in ministry involves a "power differential" by way of the former's ministerial role. This definition of sexual misconduct includes by reference the following other terms defined or otherwise contained in this document: child abuse, sexual abuse, sexual contact, indecent exposure, public sexual indecency to a minor, sexual exploitation of minors, showing pornography to a minor, using or otherwise accessing child pornography, negligent or intentional public display of explicit sexual materials, and sexual harassment. Prudent ministry also demands that anyone covered by this policy make every effort, including regular consultation with mentors and peer consultants, to avoid any behavior that could be misunderstood or construed as an invitation to sexual interaction. Even behaviors that involve intense non-genital physical contact with minors (like wrestling, excessive tickling, or other physical horseplay) or intense social contact (excessive attention or time given) must be avoided because of their potential to be misconstrued as sexual in nature or to be vehicles for unconscious expression of sexual desires.

3. *Child Abuse*: Child abuse is any form of intentional or malicious infliction of injury to the detriment of a minor's physical, moral or mental well-being. It includes causing harm or threatened harm to a minor's health or welfare. This includes damage to the physical or emotional/psychological health and welfare of the minor resulting from non-accidental physical or mental injury, or repeated negligent treatment or maltreatment.

4. *Sexual Abuse*: Sexual abuse occurs when an adult intentionally or knowingly engages in sexual contact with a minor, or with a person 18 years of age or older without the consent of that person. According to Arizona law, sexual abuse is a class 3 felony if the victim is under 15 years of age, and a class 5 felony if the victim is 15 years of age or older. (Arizona Revised Statutes Section 13-1404)

5. *Sexual Contact*: Sexual contact is any direct or indirect touching, fondling, manipulating, or penetrating sexual parts of another person's body. It includes any action that causes a person to engage in such contact, as well as instances in which the victim is coerced by the immediate or threatened use of force against a person or property, and the victim is a minor, or incapable of consent because of drugs, alcohol, sleep, mental disorder or mental defect which renders him or her incapable of understanding the sexual nature of the conduct or to exercise the right to refuse such conduct, or is intentionally deceived as to the nature of the act. (Arizona Revised Statutes Section 13-1401)

6. *Indecent Exposure*: A person commits indecent exposure if he or she exposes his or her

genitals or anus, or a female exposes the areola or nipple of her breast, in the presence of another person, exhibiting behavior that would offend or alarm a reasonable person. According to Arizona law, indecent exposure in front of a minor under the age of 15 is a class 6 felony, otherwise it is a class 1 misdemeanor. (Arizona Revised Statutes Section 13-1402)

7. *Public Sexual Indecency to a Minor*: A person commits public sexual indecency by intentionally or knowingly engaging in an act of sexual contact, including sexual masturbation and sexual intercourse, in the presence of a minor. "Public" does not mean the place where the offense occurs but rather whether another person is present. According to Arizona law, public sexual indecency to a minor under 15 years of age is a class 5 felony and a class 1 misdemeanor if the minor is 15 to 18 years of age. (Arizona Revised Statutes Section 13-1403)

8. *Sexual Exploitation of Minors*: A person sexually exploits a minor by knowingly using, hiring, persuading or coercing a minor to engage in or help others engage in sexual exhibition or other sexual conduct to produce a picture or live act showing such conduct. (Arizona Revised Statutes Section 13-3551, et seq.) Any person to whom these guidelines apply who discovers or reasonably believes that such picture(s) or displays of a minor are on a computer or any storage medium associated with any ministry in the Church, including virtual depictions, is required to make a report to OCAAP and is also encouraged to make a report to law enforcement. (Arizona Revised Statutes Section 13-3559)

9. *Showing Pornography to a Minor*: It is against diocesan policy and the policy of the Adopting Parishes to make available, show, sell or distribute to minors any item that is harmful to them. This includes pornographic materials depicting nudity, sexual conduct or sexual abuse in explicit verbal or narrative accounts, photographs, film, electronic mail, web pages and other media. This policy is also against Arizona law and, when violated, considered to be a class 4 felony. (Arizona Revised Statutes Section 13-3506)

10. *Public Display of Explicit Sexual Materials*: This occurs when a person knowingly places in public display explicit sexual materials in the form of drawings, photographs, films, objects, books or magazines, or such materials which verbally describe sexual conduct or abuse in a way that is harmful to minors. Such behavior is against Arizona law. It is also against the law to knowingly fail to take prompt action to remove such public displays from property in one's possession or control. This, however, does not include any depiction or description which, taken in context, has serious educational value for minors or serious literary, artistic, political or scientific value. (Arizona Revised Statutes Section 13-3507)

11. *Sexual Harassment*: In the case of a minor, sexual harassment means sexualized conduct or language between an adult and a minor, or between an older minor and a younger minor, especially when such conduct creates an intimidating, hostile or offensive school or playground environment for the minor.

B) Sexual Misconduct with Adults

1. *Sexual Misconduct*: Sexual misconduct is defined as sexual activity, whether consensual or not, regardless of who initiates such an activity, between an adult (i.e. a person 18 years of age or older) of either sex and a priest, deacon, religious, seminarian, employee or volunteer of the Diocese or of an Adopting Parish who is providing pastoral care or having power or influence over such an adult. It includes any practice that constitutes a breach of professional trust having as its intent sexual contact or activity involving a priest, deacon, religious, seminarian, employee or volunteer of the Diocese or of one of the Adopting Parishes that adversely affects the spiritual and psychological health of the adult, the integrity of the ministry , or the reputation of the Church. When adults are involved, sexual misconduct includes sexual abuse, sexual exploitation sexual harassment, and sexual assault.
2. *Sexual Abuse*: Sexual abuse with an adult, as defined in these guidelines, occurs when a priest, deacon, religious, seminarian, employee or volunteer of the Diocese or of one of the Adopting Parishes intentionally engages in sexual contact, intercourse, fondling or touching with an adult who is incapable of giving informed consent, in any context.
3. *Sexual Exploitation*: Sexual exploitation is defined as any kind of sexual interaction between a priest, deacon, religious, seminarian, employee or volunteer of the Diocese or of an adopting Parish and an adult, when the adult is receiving pastoral care or counseling from a clergy member or when the priest, deacon, religious, seminarian, or any employee or volunteer of the Diocese or of an Adopting Parish is in a relationship of power or influence over such an adult.
4. *Sexual Harassment*: Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature on the part of a priest, deacon, religious, seminarian, employee or volunteer of the Diocese or of an Adopting Parish. Sexual harassment in the workplace is governed by human resources policies adopted by the Diocese of Tucson and its Parishes.
5. *Sexual Assault*: Sexual assault upon an adult is defined as the use of force or deception upon a person for the purpose of sexual contact or gratification by the assailant.

V) OFFICE OF CHILD, ADOLESCENT AND ADULT PROTECTION

In recognition of the commitment to protecting children, adolescents and adults against sexual misconduct by all priests, deacons, religious, seminarians, employees and volunteers of the Diocese of Tucson and of its Adopting Parishes, the Diocese of Tucson has established the Office of Child, Adolescent, and Adult Protection.

A) Compliance Monitoring

Compliance monitoring is at the very heart of prevention. Adequate attention, staffing and resources will be committed on an ongoing basis to the critical task of compliance with these guidelines.

1. Office of Child, Adolescent and Adult Protection

a. The Office of Child, Adolescent and Adult Protection (OCAAP) has been established and maintained at the diocesan level for the primary purpose of ensuring compliance by every diocesan organization, every Adopting Parish, all diocesan personnel, and all the personnel of the Adopting Parishes with every aspect of the these Sexual Misconduct Guidelines.

b. OCAAP reports administratively to the Bishop and functionally to the Sexual Misconduct Review Board and to the Pastors of the Adopting Parishes.

c. The position is to be filled by a person with appropriate credentials and experience to carry out the duties encompassed for that position in this document and as prescribed in a job description approved by the Sexual Misconduct Review Board.

d. OCAAP will conduct and/or arrange site visits to all entities of the Diocese and its Adopting Parishes to explain the guidelines and to audit for compliance and appropriate record keeping.

e. Complaints of any violation of these guidelines are to be directed to OCAAP. When alleged child abuse or a sexual offense involves minors (i.e., children and adolescents under 18 years of age), the person alleging the violation must also directly contact the appropriate law enforcement agency immediately. When an alleged violation of any part of these guidelines is brought to the attention of OCAAP, an internal investigation will be promptly initiated, within the confines of the law if an investigation by law enforcement is underway.

f. OCAAP personnel will review the results of the internal investigation with the Bishop and with the Pastor of the Adopting Parish where the alleged violation has occurred (if applicable), and with the Executive Committee (Chair and Vice-Chair) of the Sexual Misconduct Review Board, who will determine if a remedy by the parish/diocesan entity is sufficient or if a special meeting of the Sexual Misconduct Review Board is indicated.

g. OCAAP will report to the Sexual Misconduct Review Board periodically and at least once annually on the compliance efforts in the Diocese in general and the compliance of each entity of the Diocese specifically, as well as the compliance efforts of each Adopting Parish and its affiliates. Designated OCAAP personnel will also report to the Sexual Misconduct Review Board all cases of alleged sexual misconduct that come to the attention of the Office regarding their status or disposition.

2. Local Compliance Representatives

a. A member of each Adopting Parish shall be assigned the additional duty of ensuring local compliance with all these sexual misconduct guidelines. Local compliance representatives are the pastors, principals, heads of other diocesan entities, or their designees.

b. Local compliance representatives ensure the distribution and understanding of these guidelines, maintain local records and reports, and conduct periodic audits to ensure local compliance.

c. Local compliance representatives ensure that educational requirements of these

guidelines are fulfilled and documented.

d. Local compliance representatives assist OCAAP with audits, investigations and reports as needed.

B) Sexual Misconduct Review Board

1. *Mission*: The Sexual Misconduct Review Board is to review and issue updated guidelines regarding sexual misconduct for the Diocese and its Adopting Parishes, review all allegations of sexual misconduct (including the investigative reports of both law enforcement agencies and OCAAP), and make recommendations to the Bishop and to the Pastors of the Adopting Parishes regarding the dismissal, continuation of, or return to ministry of clerics, employees or volunteers following allegations and determinations of sexual misconduct. The Board will make policy and action recommendations directly to the Bishop or to the Pastor of an Adopting Parish, as the case may be.

2. *Composition*: The Sexual Misconduct Review Board will be comprised of at least twelve (12) members appointed by the Bishop. At least eight (8) members will be laypersons *who are the majority and are not employees of the Diocese* and the remaining members will be clerics/religious. The lay members will include at least one behavioral science professional (psychiatrist, psychologist or social worker), an attorney, and at least one parent of a child or adolescent. The clerics/religious will include at least one (1) woman.

3. *Terms of Office*: The members of the Board will serve staggered three (3) year terms, renewable no more than twice. Members may be appointed by the Bishop to fill terms that have not expired.

4. *Quorum*: Six (6) members of the Sexual Misconduct Review Board will constitute a quorum. At least four (4) of the quorum must be lay members.

5. *Officers*: The Bishop will designate one member of the Sexual Misconduct Review Board as Chairperson and one member as Vice-Chairperson. The Chairperson will convene and preside at meetings of the Sexual Misconduct Review Board and act on behalf of the Board as appropriate. The Vice-Chairperson will perform these functions when the Chairperson is unable to do so. The Chairperson and the Vice-Chairperson will serve a two (2) year term. The Chairperson can be reappointed, unless he or she is in the last year of his or her last term as a Board member.

6. *Relationship with the Bishop and Pastors*: The Sexual Misconduct Review Board will serve as a consultative body to the Bishop and the Pastors of the Adopting Parishes in making determinations and recommendations based on these guidelines. The Sexual Misconduct Review Board is not accountable to any other official of the Diocese.

7. *Conflict of Interest Policy*: This policy addresses the integrity of the actions and investigations by the Sexual Misconduct Review Board when reviewing the facts of any allegation of misconduct on the part of any person in any way connected to the Diocese of Tucson, its parishes, schools or related entities. A board member must disclose the existence of any familial (by blood or marriage), business or canonical relationship, including past or present social or professional relationship.'

8. *Meetings*: The Sexual Misconduct Review Board shall meet at least quarterly, or as often

as necessary to conduct its business.

9. *Duties and Powers*:

   a. Oversee the activities and job performance of OCAAP.

   b. Review reports to ensure that allegations concerning child abuse or sexual offenses against children or adolescents have been reported expeditiously to law enforcement authorities.

   c. Review all allegations of sexual misconduct, including reports from law enforcement agencies and reports from internal investigations conducted under the direction of OCAAP.

   d. Interview any involved in an alleged incident, including the person making the allegation, to the extent that other interview reports are not considered sufficient; commission private investigators if necessary; and make recommendations to the Bishop and/or to the Pastor of an Adopting Parish regarding the disposition of individuals determined by the Board to have acted in violation of these guidelines.

   e. Make recommendations that the Board in its sole discretion determines to be appropriate to prevent or reduce the risk of sexual misconduct, especially the risk to children and adolescents.

   f. Review these guidelines on a periodic basis and recommend to the Bishop such amendments to these guidelines and procedures as the Board finds necessary.

   g. Review the results of audits conducted by the USCCB to ensure that educational programs are being provided and criminal history checks are being conducted as directed by these guidelines and subsequently developed policies and procedures.

   h. Seek advice of any experts and consultants as the Board deems necessary and appropriate.

10. Procedures:

   a. In general, the Sexual Misconduct Review Board will meet in person but may meet by telephone conference call. Board members will maintain strict and permanent confidentiality within the law, limiting discussions to other Board members or persons authorized by the Chairperson. Board members will not meet as quorum to discuss the business of the Board outside of Board or subcommittee meetings. OCAAP leadership or the diocesan attorney may communicate with Board members as appropriate. The Chairperson can discuss Board business with the Bishop, the diocesan attorney, and OCAAP leadership as appropriate.

   b. The Bishop and his personal delegates may attend those portions of meetings during which information is presented to the Board and when the Board makes its recommendations. They may attend other portions of the meetings subject to the discretion of the Board. Other persons may attend meetings only upon the invitation or with the consent of the Board and subject to such limitations as the Board might require.

   c. The person making the accusation and the accused are given the right to meet with the

Board during regularly scheduled meetings and before determinations and recommendations are made, subject to such reasonable time limitations the Board may establish. For good cause, they may request to meet with the Board at other times and the Board will exercise reasonable discretion in permitting such appearances and in establishing reasonable time limitations for such appearances. The Board will schedule appearances in such a way that the victim and the accused do not meet each other, even inadvertently, unless the Board expressly and explicitly approves such contact.

d. Any person appearing before the Board may do so with legal counsel, civil or canonical. If a person appearing before the Board would like to bring a different type of advisor, he or she must request the Board's consent in advance. Participation of legal counsel or another advisor will not be used to unduly delay the process and the Board will have final determination in such matters. Nothing in these guidelines and procedures will be interpreted as to abridge an individual's right to legal or canonical counsel.

11. Due Process

A formal investigation of an allegation of sexual misconduct against an accused person is not done on the basis of unspecified information, although OCAAP will make every effort to determine the validity of that information and law enforcement authorities will use their own guidelines in the investigation of child abuse or sexual offenses with children and adolescents. Fairness in process will include, but not be limited to: the opportunity to be heard; a fair investigation; a concern for the good name, reputation and privacy of all parties; an emotionally safe environment in which the process takes place; and a concern for maintaining the dignity and respect of all parties.

12. Confidential Settlement Agreements

Confidential settlement agreements shall not be entered into, unless the victim requests it. Such agreements, however, do not alter the Diocese or Adopting Parish reporting requirements under law, under these guidelines or under any other procedures of the Diocese or Adopting Parish.

VI) PREVENTION

A) Code of Conduct for All Priests, Deacons, Religious, Seminarians, Employees and Volunteers

All priests, deacons, religious, seminarians, employees and volunteers who work within the entities of the Diocese of Tucson or its Adopting Parishes are called by God to build up the body of Christ in holiness and love. Their words, acts and demeanor toward each other and toward those for whom and with whom they work should reflect the Gospel message of dignity, respect, and obedience to the commandments of the Church and be consistent with the Code of Conduct as adopted by the Diocese of Tucson and its Adopting Parishes.

B) Prevention Through Proper Behavior

All priests, deacons, religious, seminarians, employees and volunteers of the Diocese of Tucson or of its Adopting Parishes (hereafter collectively "Religious Personnel") must use a great deal of prudence in relating to children and adolescents. They must be aware of behavior that could put a child or adolescent at risk, behavior that could be open to misinterpretation by others, and high-risk behavior that may lead to sexual misconduct. Situations that could lend themselves to opportunities for sexual misconduct, or even the perception of the opportunity for sexual misconduct must be avoided at all cost. These situations could include: spending a night with a child or adolescent in the same accommodation, having a child or adolescent as a sole companion on a trip, or continually seeking out the companionship of a child or adolescent.

Proper behavior of Religious Personnel towards children and adolescents will be considered prior to any activity or event and based on guidelines offered by OCAAP in writing or oral consultation, but must include the following:

1. An adequate number of adult supervisors will be present at events involving children and adolescents.
2. Anyone covered by this policy should, in ministry situations of any kind and even in apparently innocent circumstances, be guided by prudence. Prudence includes avoiding situations in which one is alone with children and adolescents in isolated or secluded locations.
3. The appropriate chief administrator for any overnight activities should approve all adult leadership, sponsors and accommodations in advance.
4. No child or adolescent may reside in any church rectory or other living quarters of priests, religious, or seminarians.
5. Only priests, seminarians, immediate family members of Religious Personnel who live in the rectory and individuals on official Church business may be overnight guests in rectories.
6. Only immediate family of Religious Personnel is permitted access to private living quarters in rectors. Even for immediate family, children or adolescents are not permitted access to private living quarters unless accompanied by an adult, explicitly approved by

the local pastor, and duly recorded.

7. Topics, vocabulary, recordings, films, games or the use of computer software or any other form or personal interaction or entertainment that could not be used comfortably in the presence of parents must not be employed with children or adolescents. Sexually explicit or pornographic material is never appropriate, and it is a crime to show pornography to minors.

8. Anyone who recognizes inappropriate personal or physical attraction developing between himself or herself and a minor (child or adolescent under 18 years of age), must maintain clear professional boundaries between himself or herself and the minor or refer the minor to another adult supervisor, and seek personal assistance from his or her administrator, supervisor, spiritual director or a professional counselor.

9. If one-on-one pastoral care of a child or adolescent is necessary, responding Religious Personnel must avoid meeting in isolated environments. Meetings must be scheduled at times and locations that create accountability. The length and number of sessions must be limited, and appropriate referrals must be made. The child's or adolescent's parents or guardians must, at all times, be notified of the meetings, the times, and the locations.

10. Anyone who observes an adult or minor (child or adolescent under 18 years of age) abusing a minor or suspects an adult or minor of abusing a minor must take appropriate steps to immediately intervene and to provide a safe environment for the allegedly-abused minor. He or she must also report the misconduct to law enforcement and to OCAAP (see section VII, Reporting Allegations of Sexual Misconduct).

C) Prevention Through Education

Diocesan personnel and the personnel of Adopting Parishes will maintain a safe environment in the church community for all. To provide this safe environment involves educating persons within the Diocese to understand what is necessary to maintain such an environment.

All priests, deacons, religious, seminarians, school principals, teachers, catechists and directors of all diocesan agencies and programs and the agencies and programs of Adopting Parishes, and all volunteers who minister to children, adolescents or vulnerable adults are expected to be thoroughly familiar with and understand the content of these guidelines.

Educational presentations on sexual misconduct as defined by these guidelines will be given periodically.

1. All new clergy, candidates for ordination, employees and volunteers serving in the Diocese of Tucson or in its Adopting Parishes will be made familiar with these guidelines during their orientations.

2. Mandatory Continuing Education for all Priests, Deacons, Religious, Seminarians, Employees and Volunteers of the Diocese and of its Adopting Parishes.

   Clergy and other Church personnel epitomize trust and integrity to children, adolescents

and adults. In understanding sexual misconduct, its origins or causes and destructive forces on those abused, the clergy and other Church personnel are and should continue to be leaders in promoting health and healing within their church communities.

a. *Pastoral Leadership*: At least once each year, the Diocese will sponsor a seminar for priests and deacons to review legal and ecclesiastical policies concerning sexuality and sexual misconduct, psychological issues in the ministry, appropriate conduct and boundaries, and related topics. All priests and deacons will participate in a continuing education program regarding maintaining safe environments at least once in three years.

b. *Deacon Candidates and Seminarians*: Permanent deacon candidates and seminarians, likely to be pastoral leaders in the near future, have a special obligation to address matters of sexuality, appropriate boundaries, and ministerial misconduct, while at the same time caring for their own personal, professional, and spiritual formation. Deacon candidates and seminarians will participate in at least one session each year on some aspect of maintaining a safe environment. On an ongoing basis, seminarians of the Diocese will participate in academic courses and other programs that foster mature and healthy psychosexual development. Each seminarian should have the opportunity to relate to a mentor priest.

c. *Other Church Employees and Volunteers*: All persons employed by or under the jurisdiction of the Diocese of Tucson or its Adopting Parishes and all volunteers who work regularly with children and adolescents in programs sponsored by the Diocese of Tucson or by its Adopting Parishes will participate at least once every three years in an education program directed to maintaining a safe environment.

d. Nothing in these guidelines should be construed to prevent more frequent or more broadly offered educational programs in maintaining a safe environment. Clergy, employees and volunteers that have frequent contact with children, and are often trusted by them, are encouraged to cultivate a culture of ongoing education in every aspect of their ministry. Teachers and other lay personnel employed by the Diocese or by any of its Adopting Parishes will be provided with current information and up-to-date resources to increase their understanding of these issues. Diocesan and Adopting Parish schools and youth programs shall be directed to include these guidelines and objectives in conducting education sessions for teachers, lay personnel and volunteers and in developing specific procedures for the conduct of their ministries in a manner conducive to maintaining safe environments for children, adolescents and vulnerable adults.

3. Education of the Community

a. *Parents*: Parents have the first and most obvious responsibility for the well being of their children and adolescents. Diocesan and Adopting Parish schools and religious education programs will strive to provide opportunities for parents to learn about the causes, symptoms and appropriate responses to sexual misconduct, the prevention of sexual misconduct, and methods of discipline and effective parenting. The Diocese will assist parishes in integrating the objectives of these guidelines within current education programs.

b. *Children and Adolescents*: Children and adolescents must be educated in order to prevent

their own victimization. They will be given annual education in personal safety using programs suitably designed for their age level (including religious education classes and youth groups). Parental involvement is encouraged in developing these programs.

c. *The Local Church at Large*: The Diocese of Tucson, through the Bishop and his delegates, will prepare materials for general distribution to the local Church at large by the Pastors and through various media to provide education in maintaining the safety of children, adolescents and vulnerable adults.

D) Screening and Selection of Personnel

1. General

The processes used and the decisions made at the entry point into the diocesan or Adopting Parish systems, whether one seeks to become a seminarian, deacon or priest, an employee or volunteer, are the most critical in promoting the employment of men and women who exemplify the teachings of the Church. They are the means for maximizing the inclusion into the mission of the Church only those persons who conform their beliefs, their lives, their words and their actions to the teachings and moral doctrine of the Church.

For this reason, intensive efforts are to be undertaken by the Diocese, its Adopting Parishes, and all of their entities in their screening and selections processes prior to employment or volunteer service.

2. Criminal Background Check

Fingerprinting and criminal background checks will be performed on all priests, deacons, religious, seminarians, employees, and all volunteers who minister to children, adolescents or vulnerable adults through the Diocese or any of its Adopting Parishes. Periodic repeated criminal background checks may be initiated by the Diocese or its Adopting Parishes on a systematic or case-specific basis.

3. A diligent effort to check references and credentials will be made by every hiring or selection authority at the Diocese and at its Adopting Parishes, prior to tendering any offer to employ, sponsor or place any employee, seminarian or in-transferring religious/clergy and any volunteer who ministers to children, adolescents, or vulnerable adults. Transfers of individuals into, out of or within the Diocese and its Adopting Parishes without complete disclosure of issues covered by these guidelines are prohibited.

4. Screening of Seminarians

a. Seminarians will undergo an application, interview and a psychological assessment before being accepted for sponsorship by the Diocese. The psychological evaluation will give particular attention to the applicant's sexual history and make an assessment

of sexual health and maturity.

b. Each seminarian will undergo an intensive pastoral assignment (normally between the second and third year of theology) at one of the parishes of the Diocese unless specifically waived by the Bishop at the recommendation of the Diocese's Vocation Review Committee. The purpose of the pastoral assignment is to expose the seminarian to the pastoral life as part of his religious discernment, and to provide for close supervision and evaluation of the seminarian's fitness for ordained ministry.

c. The Bishop and Vocation Director will review annually all reports and evaluations provided by the seminary, pastoral assignment supervisors and/or mentors on each seminarian and develop a consensus regarding the continuation or removal of sponsorship for the seminarian. The Bishop and Vocation Director will consult with other persons as necessary to facilitate the formation of this consensus.

d. The Vocation Director is charged with the following responsibilities:

   (1) In consultation with the Diocesan Vocation Review Board, review the applications and related background checks and testing results of all candidates for the priesthood and interview all seminary candidates and make recommendations to the Bishop to sponsor or not sponsor each of them for formation for the priesthood.

   (2) Order a new criminal background check within six months prior to anticipated ordination to the diaconate or to the priesthood.

   (3) Conduct special reviews of all files, recommendations and background checks for each seminarian just prior to his ordination to transitory deacon and to the priesthood with the purpose of making final recommendations to the Bishop.

e. Special care must be taken with seminarians from foreign countries to ensure the validity of psychological assessment and to ensure that criminal background checks employ standards of evaluation and selection equivalent to those used for seminarians from the United States. Cultural indoctrination of such seminarians must aid them in recognizing the social, cultural and legal variances on sexual conduct between their country and the United States. It also must prepare them to minister within the culture of the United States and to be aware of acceptable personal behavior according to cultural norms of the United States.

VII) REPORTING ALLEGATIONS OF SEXUAL MISCONDUCT

If, in spite of prevention and education practices, sexual misconduct against children, adolescents or vulnerable adults takes place or is suspected of having taken place in the past, the following reporting procedures must immediately take effect.

A) Sexual Misconduct with a Child or Adolescent

1. Duty to Report

   a. School personnel, parents, counselors, social workers, clergymen or priests, employees or volunteers or any other persons having responsibility for the care or treatment of minors (i.e. children or adolescents under 18 years of age) whose observation of,

examination of, or hearing of an allegation by a minor that he or she has been the victim of child abuse or a sexual offense are required by Arizona law to report such actions to the appropriate law enforcement agency of jurisdiction.

b. These guidelines also establish Church policy that requires reporting sexual misconduct to the OCAAP. In addition, although Arizona law does not require the reporting of a non-contact sexual offense (e.g. indecent exposure or public sexual indecency), these guidelines strongly encourage such instances of sexual misconduct to be reported to law enforcement.

c. Reports to law enforcement must be made immediately by telephone or in person. The person making the report must document all actions taken. It is not the obligation of the person who believes that child abuse or a sexual offense has been committed against a child or adolescent to determine whether the observation, examination or allegation is credible or not. Arizona law states that any person who does not comply with such reporting is guilty of a class 1 misdemeanor and can be fined and/or jailed as a result.

d. These guidelines require that sexual misconduct must be reported to OCAAP if it occurred when the victim was under 18 years of age, regardless of how long ago it occurred. The misconduct does not have to be happening currently to be reportable. When in doubt, the individual is encouraged to consult with OCAAP.

e. The only exception for this rule is the exemption to the reporting requirement that is found in the Arizona Revised Statutes Section 13-3620 for the Sacrament of Reconciliation (Confession).

2. Arizona Revised Statutes Regarding Reporting to Law Enforcement

Arizona legal statutes regarding the duty to report are as follows:

a. *Level 1 Misconduct***:** The victim is a minor (child or adolescent under the age of 18) and the incident(s) or a suspicion of an incident(s) is presently occurring or has recently occurred and the victim continues to be at risk. Any person with knowledge of Level 1 misconduct, whether directly observed, received from the minor or any other source including anonymous sources, must, without any delay or hesitancy, report the allegation to law enforcement because of imminent peril to the minor and the need to bring about immediate action for the protection and safety of the minor.

b. *Level 2 Misconduct***:** The victim is a minor and the incident(s) or a suspicion of an incident(s) is not recent but has occurred one (1) or more years ago. Any person with knowledge of Level 2 misconduct, whether received from the victim or any other source including anonymous sources, must promptly report the allegation to the law enforcement. Both Level 1 and Level 2 misconduct must be reported to law enforcement regardless of the victim or family's wish not to report.

c. *Level 3 Misconduct***:** The victim is now an adult and the incident(s) occurred when the victim was a minor. Arizona law does not require mandatory reporting of child abuse or sexual offenses when the victim is an adult, even when the misconduct occurred when the victim was a minor. However, these guidelines require reporting of these cases to OCAAP, and strongly encourage reporting them to law enforcement as well. Law enforcement will ordinarily act upon such complaints only if reported by the adult

person who was the victim. However nothing in these guidelines prohibits any person with knowledge of Level 3 Misconduct from reporting the allegation to law enforcement. Adult victims against whom a sexual offense was committed when he or she was a minor can meet with OCAAP for an explanation of options.

d. In all circumstances, when in doubt, report instances of child abuse or a sexual offense against a minor to local law enforcement immediately.

e. The individual making an allegation will be given information regarding his or her duty or opportunity (depending on the situation) to report such allegations to law enforcement.

3. Reporting to OCAAP

a. Any violation of these Sexual Misconduct Guidelines that is reportable to local law enforcement must also be reported to OCAAP for internal action and follow up.

b. Any violation of these Sexual Misconduct Guidelines that is not reportable to local law enforcement but is clearly a violation of these guidelines (e.g., the victim is now an adult and the incident occurred while he or she was a child or adolescent; or a priest traveling alone with or sharing sleeping accommodations with a child or adolescent in which no sexual misconduct is alleged) must be reported to OCAAP.

4. Follow-up

OCAAP will notify all appropriate parties (directly or through the Bishop or his delegate) regarding any report made under these guidelines, including the accused and the Pastor of the Adopting Parishes that may be connected to the incident in any manner. Disposition of the accused while the investigation is underway is covered in these guidelines (see section IX, Process for Actions: Status and Disposition of the Alleged/Convicted Violator). Care will be taken to protect the rights of both the victim and the accused during the investigation.

B) Sexual Misconduct with an Adult

1. Reporting to Law Enforcement

a. The primary responsibility for reporting to law enforcement any allegation of a sexual offense by priests, deacons, religious, seminarians, employees or volunteers affiliated with the Diocese or any Adopting Parish rests with the adult victim.

b. Arizona law does not require mandatory reporting of a sexual offense when the victim is an adult. Law enforcement ordinarily will act upon such complaints only if the adult person who reports them is the victim.

c. Notwithstanding the previous paragraph, these guidelines strongly encourage any party aware of a sexual offense against an adult person to report the alleged violation to local law enforcement.

d. Paramount in importance in such cases is to give due consideration to the desires, emotional and spiritual needs and wishes of the victim while still being responsive to and acting upon the allegations. For example, if the accused is still at large, reporting

to law enforcement may be appropriate in order to prevent sexual offenses with others, especially to prevent child abuse and sexual offenses with children or adolescents.

2. Reporting to OCAAP

   a. Adults who have experienced sexual misconduct by a priest, deacon, religious, seminarian, employee or volunteer are strongly encouraged to make a report to OCAAP.

   b. Anyone who has observed or has evidence of or information about any priest, deacon, religious, seminarian, employee or volunteer affiliated with the Diocese or any Adopting Parish having engaged in sexual misconduct with an adult as defined under these guidelines, is required to report such allegation to OCAAP.

3. Follow-up

   OCAAP or another person designated by the Bishop will notify all appropriate parties, including the accused, of any report made under these guidelines. Disposition of the accused while the investigation is underway is covered in these guidelines (see section IX, Process for Actions: Status and Disposition of the Alleged/Convicted Violators). Care will be taken to protect the rights of both the victim and the accused during the investigation.

VIII) ASSISTANCE

A) Child/Adolescent Victims, Families, and the Person Reporting Sexual Misconduct

1. A victim who is a minor (child or adolescent under 18 years of age), his or her family, and the person who reports child abuse or a sexual offense against a minor shall be treated with sensitivity, care and respect. While the investigation is being conducted by law enforcement, OCAAP, on behalf of the Diocese and its Adopting Parishes, will communicate, within the confines of the law, with the minor, his or her family and, if appropriate, the person reporting child abuse or a sexual offense. OCAAP will be responsible, within the confines of the law, for keeping the family informed of the progress of the ongoing investigation, and of ensuring that the victim, the family, and the person reporting the misconduct receive the necessary spiritual, counseling and therapy support to meet their needs.

2. In addition to seeing that the victim and the family receive the necessary spiritual, counseling and therapy support, OCAAP will encourage those entrusted with the care of the minor to watch for symptoms of emotional disturbance on the part of the minor, such as withdrawal, depression, unprovoked or unusual anger or physical aggression, acting out behavior or academic difficulties (if the family agrees that this would be in the best interest of the minor).

3. OCAAP will also strive to protect the rights of the minor and his or her family, the privacy of the family, and the confidentiality of the information generated, by limiting disclosure only to individuals and agencies that have a clear need to know.

4. In addition to ensuring that the person reporting sexual misconduct against a minor

receives the necessary spiritual, counseling or therapy support, OCAAP will be responsible for ensuring that there will be no retribution against him or her regarding his or her position or job with the Diocese or with an Adopting Parish as a result of reporting sexual misconduct. If the person making the allegation believes he or she is in physical danger, OCAAP will notify law enforcement and relevant diocesan and parish officials and encourage the person to make direct contact with law enforcement.

B) Adult Complainants, Families, and the Persons Reporting Sexual Misconduct

1. OCAAP, on behalf of the Diocese and its Adopting Parishes, will respond promptly in internally investigating, within the confines of the law if a civil investigation is underway, any accusation of sexual misconduct with an adult. OCAAP is the primary locus of ongoing communication with the alleged victim, the family and the person who alleges sexual misconduct. OCAAP is responsible for ensuring that spiritual and psychological support is offered to the alleged victim(s) during the course of the investigation and the disposition of the case. The level of assistance for an individual will vary with the circumstances of each case.

2. If the person reporting sexual misconduct is other than the alleged victim, OCAAP will take the information and determine a course of action. OCAAP will stay connected with the reporting person and arrange pastoral support, if needed. The confidentiality of the reporting person will be honored as much as possible until or unless there is a need for identification, deposition or testimony. If, as a result of the reporting, the person is believed to be in danger, OCAAP will assist in making a report of that danger to law enforcement.

3. During the internal investigation, OCAAP has a responsibility to monitor the state of the alleged victim, the person who reported, and the accused, to the extent permissible in light of the concurrent legal processes. Given the resources available at any given time, OCAAP will offer assistance to any person involved in the case.

C) Accused Persons

1. *Diocesan Priest, Deacon, Seminarian, or Deacon Candidate*: The Bishop and/or Vicar General in cooperation with OCAAP will arrange and conduct a meeting as soon as possible with the accused for the purpose of informing him of the allegations. This meeting may be held in the presence of counsel, civil or canonical, or of a witness chosen by the accused, if desired. The accused will be given the opportunity to respond in writing to the allegation.

2. *Religious:* The Superior of the religious institution or his or her specific delegate will provide the initial response as soon as possible and will continue to inform OCAAP of the progress of the case. The accused will be informed of the allegations and given the opportunity to respond in writing.

3. *Diocesan/Parish Employee or Volunteer*: On behalf of the Diocese and its Adopting Parishes, and in collaboration with the Department of Human Resources, OCAAP will arrange a meeting as soon as possible with the accused, his or her pastor or department head for the purpose of informing him or her of the allegations. The accused will be given the opportunity to respond in writing.

4. These initial meetings will be postponed if so directed by law enforcement. The purpose

of these initial meetings will be to inform the accused of the allegation; explain the investigation, assessment process, and any intermediate steps that will be taken; offer concern for the accused person's wellbeing; and offer specific resources available to the accused. The accused will be reminded of his or her right to be accompanied by legal counsel. If the accused has not been apprised of his or her rights in Canon Law and apprised of the possibility that he or she will be charged in a penal trial, this will be done. The accused will be offered psychological counseling.

D) Parishes

1. Accurate knowledge is the most important tool in assisting a parish community in understanding the problems created by a sexual misconduct allegation within the parish. While respecting the legal rights of privacy of the accused and the alleged victim, every effort should be made to inform the parish of the nature and extent of the allegation and the steps taken to seek a legal and just resolution. When there is a report of sexual misconduct to law enforcement, it may become public knowledge. Therefore, a reasonable effort will be made for timely notification of the parish community and for the provision of pastoral care to assist them in processing the information.
2. Because of the emotional and spiritual reactions created by allegations of sexual misconduct, OCAAP will offer to the parish the necessary spiritual assistance to address these issues. The parish will contact OCAAP and make arrangements as soon as possible for any assistance needed.
3. The parish community will be updated and offered ongoing assistance, either as individuals or in groups, as the investigation of the allegation is being conducted.

E) The Community

1. The Bishop or his delegate, or the Pastor of an Adopting Parish, with the assistance of the diocesan spokesperson, after consulting with OCAAP and legal counsel, will speak directly to the public through the media regarding allegations of sexual misconduct by any priest, deacon, religious, seminarian, employee or volunteer working within the Diocese or at an Adopting Parish. The spokesperson will advise the public of the allegation and answer all questions while respecting the right to privacy of the accused and alleged victim.
2. The Bishop and/or the Pastor of an Adopting Parish shall communicate with the community either by public appearance or through the media. The community shall be informed of the support available through the Diocese. The Bishop or the Pastor, as the case may be, shall make himself available in whatever ways he can, both pastorally and legally, to expedite the disposition of the allegation.

IX) PROCESS FOR ACTIONS: STATUS AND DISPOSITION OF THE ALLEGED/CONVICTED VIOLATOR

OCAAP and the Sexual Misconduct Review Board are in charge of responding promptly to any allegation of sexual misconduct involving a priest, deacon, religious, seminarian or employee or volunteer employed by the Diocese or by an Adopting Parish to ensure that: 1) there is

appropriate reporting to law enforcement authorities if the allegation meets or potentially could meet federal, state or county reporting criteria; 2) the abuse is stopped from occurring if it is happening at the present time; 3) an internal investigation of the allegation takes place expeditiously; 4) Diocesan and Adopting Parish personnel collaborate fully with law enforcement authorities in the conduct of their investigation; 5) the person harmed, his or her family, and the person reporting the misconduct are provided assistance and support; 6) recommendations are made to the Bishop or the Pastor of an Adopting Parish as to the preliminary disposition of the accused party; and 7) recommendations are made to the Bishop or the Pastor of an Adopting Parish regarding the final disposition of the accused.

A) Reporting and Immediate Response

1. Upon receipt of an allegation, OCAAP promptly will comply with all law enforcement reporting requirements related to sexual misconduct with a minor (child or adolescent under 18 year of age) unless previously reported by the family, an outside party, or another representative of the Diocese (see section VII, Reporting Allegations of Sexual Misconduct).

2. In the case of an allegation involving sexual misconduct against an adult, OCAAP will brief the complainant on his or her options, and encourage the complainant to report the crime to law enforcement authorities if appropriate.

3. OCAAP will move expeditiously to ensure the safety and well-being of the alleged victim, and will offer any assistance necessary to the alleged victim and his or her family; the person reporting the misconduct; and in cooperation with the Diocese, the accused and the parish (see section VIII, Assistance) All such actions will be taken in conformity with the policy and procedures of local law enforcement.

4. OCAAP will promptly inform the Chairperson of the Sexual Misconduct Review Board, the Bishop and the Pastor of the Parish where the accused person is serving of the allegations. If the accused is not otherwise detained or incarcerated, OCAAP, in consultation with the Chairperson of the Sexual Misconduct Review Board, will make a recommendation to the accused person's immediate canonical supervisor regarding the interim disposition of the accused while pending investigation and/or legal action. In all cases where an allegation has been made concerning sexual misconduct with a child or adolescent, the Chairperson of the Sexual Misconduct Review Board, the Vice-Chairperson of the Sexual Misconduct Review Board and OCAAP personnel will consult and make a recommendation to the accused's immediate canonical supervisor as to whether the accused should be promptly relieved of his or her ministerial duties, employment or volunteer service during the Board's investigation. During the Board's investigation, the accused person's immediate canonical supervisor shall determine what immediate remedial measures, if any, shall be taken to protect the alleged victim, the accused person, and any third parties who may come into future contact with either party, so as to minimize any possibility of an occasion arising which might place any of the parties to the investigation in jeopardy of having the same or similar incident occur, or having the same or similar allegations made. In the case of a criminal investigation, the directions of the criminal investigation authorities will be followed in all instances.

5. OCAAP will gather the facts and circumstances of the allegation and obtain information regarding the accused person's file or background (within the confines of the law if a civil

investigation is underway), and will prepare a report of all available information for presentation to the Sexual Misconduct Review Board either orally or in writing at the first stage review meeting.

6. Pending final resolution of the matter, the accused may be assigned new duties with such safeguards as the accused's immediate canonical supervisor shall deem appropriate, or may be given a paid leave of absence from official duties, or may be placed on paid or unpaid leave of absence. Volunteers may be placed on a leave of absence. The accused person will be encouraged to seek his or her own legal counsel and will be directed to seek psychological and/or spiritual support and to have no further contact with the alleged victim or his/her family.

B) First Stage Review

1. OCAAP will request the Chairperson of the Sexual Misconduct Review Board to schedule and give effective notice of a first stage review meeting of the board.

2. Ordinarily, the Executive Committee (Chair and Vice-Chair) of the Sexual Misconduct Review Board will meet within approximately three (3) to five (5) business days after an allegation is made to conduct a first stage review, or as promptly as the facts of the case warrant.

3. At the meeting, the Executive Committee of the Sexual Misconduct Review Board will determine whether the original determinations and recommendations about the relief of the accused from ministerial assignment, employment or volunteer service adequately provides for the safety of the alleged victim and other children and adolescents; and in cases where an internal investigation will not obstruct law enforcement investigations, instruct OCAAP to conduct an internal investigation which can include interviewing witnesses, utilizing private investigators, psychological assessment of the accused by appropriate professionals, and the spiritual or religious evaluation of the accused to help determine his or her mental, moral, and spiritual status.

4. OCAAP will prepare written reports of these inquiries for the Sexual Misconduct Review Board to review at its next scheduled meeting or at an emergency meeting, if the latter is deemed necessary. These reports should include descriptions of actions taken, such additional inquiry as may be required, and identification of information that was not available.

5. If the charges of sexual misconduct are found to have no merit, the Review Board will inform the Bishop and the Pastor of the Parish where the accused was serving, and he will act promptly to inform all parties of the Review Board's investigation and conclusion. The Bishop and the Pastor of the Parish where the accused was serving will do everything in their power to restore the good name and reputation of the accused.

6. If, on the contrary, the allegations appear to have merit, the Review Board will recommend to the Bishop and the Pastor of the Parish where the accused was serving whether relief from the ministerial duty, employment or volunteer service should continue; and, if the relief from duties should not continue, whether any restrictions should be imposed on the individual's return to ministry, employment or volunteer service pending the conclusion of the investigation.

7. If the conduct of the accused is found not to constitute a reportable sexual offense or child

abuse with a child or adolescent but is otherwise in violation of these guidelines, and the accused has not been relieved of his or her ministerial duties, employment or volunteer service, the Review Board will recommend to the Bishop and the Pastor of the Parish where the accused is serving whether he or she should be relieved or continue in his or her assignment and, if so, whether any restrictions should be imposed upon him or her. The Review Board will direct OCAAP to arrange for professional and spiritual guidance to the accused found to have acted in violation of the guidelines.

8. The Review Board will also decide whether the file may be closed at this stage of the proceedings or held open pending further action by public bodies, further inquiry by OCAAP, or further action by the Sexual Misconduct Review Board.

C) Second Stage Review

1. A second stage review will ordinarily be initiated and scheduled to occur no earlier than thirty (30) and no later than one hundred twenty (120) calendar days after completion of the first stage review. The Sexual Misconduct Review Board Chairperson may delay scheduling the second stage review for a good reason, such as to await the completion of action by civil authorities.

2. At the second stage review, the Sexual Misconduct Review Committee will consider additional evidence gathered as the result of the investigation conducted by law enforcement authorities, as well as the internal investigation conducted by OCAAP, and decide whether prior determinations as to ministry, employment or volunteer service by the accused should be altered and what further action, if any, should be taken with respect to the allegation.

3. The second stage review may be initiated by an accused who was relieved of his or her ministerial duties, employment or volunteer service on a restricted basis if he or she seeks to change his or her ministry, employment or volunteer service status, or by the Review Board in any matter it deems appropriate.

D) Supplemental Reviews

1. The Sexual Misconduct Review Board may conduct such supplementary reviews as may be necessary to discharge its duties.

2. The Sexual Misconduct Review Board may consider new information about a determination or recommendation made in connection with a prior review. An accused individual, the accused individual's Pastor, a person who made an allegation, a victim, or the family of a victim, may apply to the Review Board in writing for a supplemental review. The written application must include the question for review, the applicant's position with respect to the matter, and any supporting explanation or information.

3. The Sexual Misconduct Review Board may make the same kinds of determinations and recommendations as in a second stage review, and/or make such other determinations and recommendations, as it deems appropriate.

E) Final Determination, Consequences and Enforcement

1. Once an allegation of child abuse or a sexual offense has been investigated by law enforcement authorities and the accused has been found guilty of sexual misconduct

and/or has been considered by the Board, as a result of the internal investigation conducted by OCAAP, to be substantially true, the Sexual Misconduct Review Board will recommend to the Bishop and the accused's Pastor the appropriate disposition of the individual as described in Table One. If the individual found to be guilty is a priest or deacon, the Board will also inform the Vicar General and the investigations of the Board will be considered the Preliminary Investigation required by Canon Law (Canon 1717). If the individual found to be guilty is a seminarian, the Board will also inform the Vicar General, if a religious, the head of that person's religious order, and if an employee or volunteer, the hiring authority over that person.

2. Table 1 summarizes the recommendations for the consequences to be meted out to individuals convicted by civil authorities or found guilty of violating these guidelines by the Sexual Misconduct Review Board:

Table 1	
Acts	**Consequences**
a. Any act in the nature of child abuse or a sexual offense, as set forth in the Arizona Criminal Code, which results in a conviction in a criminal proceeding, or is determined by the Sexual Misconduct Review Board and the Bishop to have occurred in the past or present and to be of such a nature, whether or not such an act was or could be prosecuted by civil authority.	For secular and religious clerics, an immediate initiation of the judicial process seeking a permanent penalty of removal from all ministry and dismissal from the clerical state. Using the norm provided by Canon 1722, the bishop may bar the cleric from ministry, offices, and prohibit residence in a certain place. Whenever possible, the process leading to the loss of the clerical state or other permanent penalties will be initiated, except for cases of extreme compassion such as for the elderly, invalids, or those who are permanently infirm.
b. Failure to comply with the provisions of the Guidelines for the Prevention of and Response to Sexual Misconduct, when such failure is not covered by the above.	Disciplinary action and rehabilitation appropriate to the behavior and in keeping with Canon Law will be initiated. In some cases, the consequences may involve severe discipline, including the possibilities of reassignment to child-free ministries. The consequences may even include the initiation of a judicial process leading to the loss of the clerical state or to the imposition of other permanent penalties.
c. Accusations are unsubstantiated by law enforcement and the Sexual Misconduct Review Board.	The Bishop, the Sexual Misconduct Review Board, and the accused's Pastor will inform all appropriate parties and do everything in their power to restore the good name and reputation of the accused.

3. OCAAP will be responsible for the implementation and monitoring of the consequences and the implementation of any rehabilitation or treatment program recommended by the

Sexual Misconduct Review Board in Table 1, section b. above. Because the Vicar General is primarily responsible for pastoral and spiritual life concerns and treatment questions that require sensitivity to confidences, he will work closely with OCAAP to identify a rehabilitation or treatment program that meets the Review Board's recommendations. Under all circumstances, the selection of professionals, institutions, treatment and monitoring plans will require the final approval of the Bishop and meet with the approval of the Sexual Misconduct Review Board.

4. In no case will a priest, deacon, religious or seminarian who has been subjected to consequences administered under Table 1, section b. above be transferred to another parish or diocese without the deliberate and full disclosure of the violations, investigation, and disposition of such violations to the pastor, vicar of the area, religious superior, or the bishop of the diocese to which he or she has applied.

X) FINAL DISPOSITION OF CASES, RECORD KEEPING AND FOLLOW-UP

1. Records of all allegations of sexual misconduct and the conclusions of the Board will be permanently maintained. The records will include claims, intakes, investigative reports, and records of services provided.
2. In the case of an accused priest, deacon, member of a religious congregation, and seminarian, policies concerning ecclesiastic procedures will also apply. In the case of an employee or volunteer, the human resources procedures adopted by the accused's employer will apply.

Policy Statement on Publication of Names of Those Credibly Accused of Sexual Misconduct with a Minor

The Diocese of Tucson is committed to being transparent and open when it comes into possession of credible evidence that any person engaged in ministry or ministerial or charitable volunteer work in the name of the Diocese or of any schools or parishes within the Diocese has also engaged in criminal or morally abusive conduct of any sort with minors. In this regard, the Diocese has published the names of those individuals engaged in ministry or ministerial or charitable volunteer work in the name of the Diocese or of any schools or parishes within the Diocese against whom credible allegations of child abuse have been found. The Diocese of Tucson continues to be committed to publishing the names of those who have been credibly accused of such immoral and illegal conduct against minors.

The Diocese of Tucson recognizes that in some cases, the publication of the names of those who have been credibly accused of child abuse affects not only those whose names have been published, but also their family members who may or may not live within the physical boundaries of the Diocese. Notwithstanding its commitment, the Diocese of Tucson believes that in some circumstances it may be in the best interests of the family members of those who have been

credibly accused of child abuse to not publish the names of the accused, especially if the person to whom such allegations pertain has died. Accordingly, to keep from harming the family members of those credibly accused of child abuse, the Diocese of Tucson hereby establishes a limited exception to its policy of publishing the names of those who have been credibly accused of abusing minors:

General Policy: The general policy of the Diocese of Tucson remains that the names of all ordained, religious, and lay volunteers who are engaged in ministry or ministerial or charitable volunteer work in the name of the Diocese or of any schools or parishes within the Diocese (who are living at the time the accusations become credibly known to the Diocese) will be published at large and made a part of the Diocese's list of those individuals against whom credible allegations of child abuse have been found.

Exception: The Diocese will not publish the name of any **priest** or lay person, who was engaged in ministry or ministerial or charitable volunteer work in the name of the Diocese or of any school or parish within the Diocese, who has died and against whom thereafter credible allegations of child abuse have been found. This exception to the Diocese's General Policy will **be reviewed on a case by case basis** and will be only implemented upon the approval of the Bishop **and the Sexual Misconduct Review Board** of the Diocese of Tucson.