

COMMON INTEREST AGREEMENT

This Common Interest Agreement (“Agreement”) is entered into between Disability Law Center of Alaska (“DLC”) and Disability Rights Arkansas (“DRA”). This Agreement shall take effect when both parties have signed the Agreement.

Purpose:

DLC and DRA (“The P&As” when referred to collectively) are the P&A Systems for the States of Alaska and Arkansas, respectively.

The Developmental Disabilities Assistance and Bill of Rights Act (“DD Act”) and the Protection and Advocacy for Individuals with Mental Illness Act (“PAIMI Act”)¹ allow Protection and Advocacy Systems (“P&A”s) broad access authority to investigate allegations of abuse or neglect or to monitor compliance of services to individuals with disabilities receiving services.

This Agreement recognizes the common interest that the P&As have in enforcing the access authority granted to P&As by the DD and PAIMI Acts and that sometimes multiple P&As may have a common interest in similar investigations. Such a common interest is implicated by Piney Ridge Treatment Center, a mental health treatment center for minors located in Fayetteville, Arkansas, where several children from Alaska have been placed.

The P&As have become aware, through the monitoring activities of DRA, of allegations of abuse and neglect of the minor residents of Piney Ridge Treatment Center. Whereas DRA has an interest in enforcing the rights of individuals with disabilities receiving services in the State of Arkansas, DLC has an interest in enforcing the rights of Alaskans with Disabilities who have been placed outside the State of Alaska to receive services.

The purpose of this Agreement is to allow the P&As to work together and share information in their respective investigations of abuse and neglect at Piney Ridge Treatment Center.

Agreement:

The P&As agree as follows:

1. **Agency:** The P&As have the authority to access the residents of their states, their records and locations where such residents are receiving services, supports and other assistance. To further facilitate such access,
 - a. DLC designates DRA as its agent for the purpose of investigating abuse and neglect of Alaskan residents who are receiving or who have received services, supports or other services from Piney Ridge Treatment Center in Arkansas. As its agent DRA may perform all activities authorized by the P&A Acts including:
 - i accessing residents who are receiving, or who have received services, supports and other assistance from Piney Ridge Treatment Center in Arkansas;

¹ 42 U.S.C. §§ 15001 *et seq.*, 42 U.S.C. §§ 10801-10827.

- ii. accessing residents' records, as authorized by the P & A Acts.
 - b. DRA designates DLC as its agent authorized to access information regarding Alaskan youth placed at Piney Ridge Treatment Center for the purpose of assisting in investigating alleged abuse or neglect and inappropriate use of restraint of residents Piney Ridge Treatment Center.
2. **Records and Information:** The P&As shall share information and records with each other regarding activities under this Agreement in accordance with applicable federal and state law.
3. **Confidentiality:** The P&As shall keep information and records accessed pursuant to this Agreement confidential to the extent required under the P&A Acts and applicable federal and state law.
4. **Collaboration:** The P&As agree to work collaboratively and in a coordinated manner in conducting investigative activities, in order to avoid duplication of effort and to work toward the common goal of investigating and deterring abuse and neglect at Piney Ridge Treatment Center. Each party will keep the other fully informed of all activities conducted under this Agreement.
5. **Expenses:** The P&As will cover all of their own expenses in performing work under this Agreement.
6. **Liability:** Each P&A is solely financially responsible for any liability incurred for any actions of its employees conducting activities pursuant to this Agreement and will hold the other P&A harmless for liability based on the actions of its employees. Each P&A will maintain appropriate insurance to cover any potential liability that may result from activities undertaken pursuant to this Agreement.
7. **Litigation:** This Agreement does not contemplate a litigation plan or agreement to litigate between the P&As. If litigation and a litigation agreement become necessary over the course of the P&As respective investigations of Piney Ridge Treatment Center, such litigation will need to be the topic of a subsequent agreement.

General Provisions:

1. **Conflict.** By entering into this Agreement, the parties verify that they have no conflict of interest with each other. If, at any time, during the pendency of this Agreement, one party should become aware or discover with reasonable diligence that the other party has a conflict or potential conflict of interest, that party shall immediately advise the other party of this conflict or potential conflict of interest in writing and send notice by facsimile and electronic mail as soon as is reasonably practicable. In the event that such conflict or potential for conflict should arise, the parties will decide and take any necessary steps to address the conflict or potential conflict guided by the ABA Model Rules of Professional Conduct and Alaska and Arkansas Rules of Professional Conduct.
2. **Non-Assignability.** Neither party may assign the obligations or benefits of this Agreement to any other person, firm or entity.

3. **Compliance with Federal and State Law.** The parties agree to comply with all of the requirements of the P&A Acts, as well as all applicable federal and state laws.
4. **Modification.** Any modification of this Agreement shall be in writing, signed by both of the parties.
5. **Termination.** This Agreement may be terminated by either party at any time upon written notice to the other party. The confidentiality provisions in this Agreement will remain in effect even if the Agreement is terminated.
6. **Severance.** This Agreement is not severable. If any part of this agreement is void or voided, the entire agreement shall have no force and effect.

The parties have executed this Agreement on the dates set forth below:

Disability Law Center of Alaska

Date: _____

Disability Rights Arkansas

Date: _____