

**MEMORANDUM OF UNDERSTANDING  
2015-2019**

**COOPERATIVE AGREEMENT**

**BETWEEN**

**ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES  
DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES**

**AND**

**ARAPAHOE COUNTY SHERIFF'S OFFICE  
ARAPAHOE COMMUNITY COLLEGE CAMPUS POLICE DEPARTMENT  
AURORA POLICE DEPARTMENT  
TOWN OF BOW MAR POLICE DEPARTMENT  
CHERRY HILLS VILLAGE POLICE DEPARTMENT  
ENGLEWOOD POLICE DEPARTMENT  
GLENDALE POLICE DEPARTMENT  
COLUMBINE VALLEY POLICE DEPARTMENT  
GREENWOOD VILLAGE POLICE DEPARTMENT  
LITTLETON POLICE DEPARTMENT  
SHERIDAN POLICE DEPARTMENT**

THIS AGREEMENT, is entered into this 1<sup>st</sup> day of July, 2015, by and between the Arapahoe County Department of Human Services Division of Children, Youth and Family Services, hereinafter referred to as "Human Services" and Arapahoe County Sheriff's Office, Arapahoe Community College Campus Police Department, Aurora Police Department, Town of Bow Mar Police Department, Cherry Hills Police Department, Englewood Police Department, Glendale Police Department, Columbine Valley Police Department, Greenwood Village Police Department, Littleton Police Department and Sheridan Police Department, hereinafter collectively referred to as "Law Enforcement Agencies". The Human Services and Law Enforcement Agencies constitute "the Parties" as referenced hereinafter in this agreement.

**WHEREAS**, abuse and neglect are community problems requiring cooperation and complementary responses by law enforcement and child protection agencies to protect endangered children; and

**WHEREAS**, C.R.S §19-3-304 and §19-3-307 require that incidents of known or suspected child abuse or neglect be reported to the Human Services or local Law Enforcement Agency; and

**WHEREAS**, referrals and cooperation between Law Enforcement Agency and Human Services are necessary to assure prompt action, protection of the child, and actions as required by law; and

**WHEREAS**, C.R.S. §19-3-308(5.5) declares that the State legislature intends that county departments of human services enter into cooperative agreements with law enforcement agencies

to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases.

**NOW, THEREFORE** , the parties herein agree as follows:

**I. RESPONSIBILITIES OF HUMAN SERVICES AND LAW ENFORCEMENT AGENCIES**

A. Human Services will notify the appropriate Law Enforcement Agency of reports of known or suspected child abuse or neglect, and provide copies of the report to the respective Law Enforcement Agencies, as required by C.R.S. §19-3-307(3).

B. Law Enforcement Agencies will notify Child Protection Services of the Arapahoe County Department of Human Services of any report of known or suspected intrafamilial child abuse or neglect received by such Law Enforcement Agencies. Such notice will be provided even where the Law Enforcement Agency will be the only entity conducting an investigation.

C. If the incident involves the death of a child, Law Enforcement Agencies shall notify Human Services immediately regardless of the cause of death.

D. Once each appropriate Law Enforcement Agency and Child Protection Services of Human Services have been notified of a particular case of known or suspected child abuse or neglect, the methods of investigation and the priority of the case shall be mutually determined on a case-by-case basis. Joint investigations shall be conducted to the extent possible and deemed appropriate. Human Services shall coordinate the investigations of all incidents of known or suspected intrafamilial child abuse/neglect and institutional abuse/neglect.

E. Cases deemed appropriate for joint investigation between Child Protection Services "CPS" of Human Services and the Law Enforcement Agency shall include, but are not limited to, the following:

1. Death of a child;
2. Physical abuse or the risk thereof;
3. Familial and quasi-familial sexual abuse (by parents, guardian, stepparent, boyfriend, girlfriend, and other persons who reside in the child's home);
4. Environmental neglect;
5. Possibility of need for placement or protective custody;
6. Suspected danger to caseworkers/investigators from threatening, belligerent adults;
7. Nonfamilial sexual abuse when alleged perpetrator has children under 18 or there are protective issues for suspected victims;
8. When it appears that the suspected perpetrator may flee;
9. When parent refuses access to the children by CPS or refuses medical examination of the children;

10. Physical or sexual abuse and/or neglect in such institutional settings such as a foster home, group home, day care home, residential child care facility or institution;
11. Conditions suggesting the need for an arrest or the issuance of a summons and complaint;
12. Drug exposed infants;
13. Any case in which, in the presence of a child, or on the premise where a child is found, or where a child resides, a controlled substance, is manufactured or attempted to be manufactured; *or*,
14. Any known or suspected child abuse/neglect or a crime has occurred as a result.

F. Cases deemed appropriate for investigation solely by Child Protection Services of Human Services shall include, but are not limited to, the following:

1. Mild physical abuse;
2. Fetal Alcohol Syndrome;
3. Medical neglect (failure to provide medically indicated treatment to disabled children with life threatening conditions);
4. Third party abuse or neglect when alleged perpetrator under age 10;
5. Educational neglect;*or*,
6. Emotional abuse.

G. Cases deemed appropriate for investigations solely by law enforcement shall include, but are not limited to, the following:

1. Third party abuse or neglect when alleged perpetrator is over the age 10. Third party includes, but is not limited to babysitters, nannies, teachers, school personnel, neighbors, etc.

H. Law Enforcement Agencies shall promptly provide Human Services with all written reports of third party investigations.

I. The undersigned agencies agree to adopt specific procedures and protocol for the purpose of implementing the terms of this cooperative agreement, i.e. coordinate with school districts if necessary.

J. Human Services shall be responsible for ensuring that all parents and families from whom children are removed under court order or by Law Enforcement Agency personnel are provided with a copy of *The Notice of Rights and Remedies* (attached) at the time of the child's removal.

K. Human Services and Law Enforcement Agencies understand the need to share information, records and reports when investigating known or suspected incidents of child abuse or neglect.

L. This Agreement shall be effective from **July 1, 2015** and shall expire on **June 30, 2019**. The Parties will renew this Agreement every four years. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

Human Services will modify or amend the Agreement as needed to ensure compliance with revisions made to Section 7.601.2A during the current contract term. Human Services will provide the Colorado Department of Human Services with a copy of the signed cooperative agreement with Law Enforcement Agencies within thirty (30) days of signature.

## **II. USE OF CONFIDENTIAL INFORMATION**

A. The Law Enforcement Agency acknowledges and agrees that the Law Enforcement Agency shall not at any time, during or after the term of this Agreement with the County, purposely access, use, reveal or disclose Patient Health Information ("PHI") to any persons outside of the Law Enforcement Agency, or the Law Enforcement Agency's employees, except as may be required in the course of providing the services under the terms of this Agreement, or as required by federal, state or local law.

B. The Law Enforcement Agency shall take reasonable steps to insure that the employees of the Law Enforcement Agency comply with the provisions of this Section II, and the various Federal and State laws regulating the disclosure of PHI.

C. This PHI is subject to protection under state and federal law, including the Health Insurance and Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). The Law Enforcement Agency specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations. The attached HIPAA Business Associate Addendum and Attachment A are both incorporated herein and made a part of this agreement.

## **III. MISCELLANEOUS**

A. Responsibility for Liability: Each party agrees to be responsible for all liability, losses, damages, claims, or causes of action, and related expenses, (including determinations related to utilization review), which result from its acts or omissions, and those of its directors, employees or agents or representatives arising from their duties and obligations under this contract.

B. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

C. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended

from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by the Law Enforcement Agency results in a waiver of protections afforded to the County, the Law Enforcement Agency, to the extent allowed by law, shall indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to the Law Enforcement Agency, the County shall, to the extent allowed by law, indemnify and hold harmless the Law Enforcement Agency for such actions.

D. Background Checks. The Law Enforcement Agency ☒ shall ☐ shall not conduct, or cause to be conducted, criminal background checks of at least a seven year period on all of its employees, agents or subcontractors who may, while performing work under this Agreement, come into contact with persons receiving services by or from the County. If the Law Enforcement Agency is required to conduct, or cause to be conducted, background checks pursuant to this paragraph, any of the Law Enforcement Agency's employees, agents or subcontractors with a record indicating felony violations, questionable character or possible security risk shall not be placed in any work activity under this Agreement that may result in contact with persons receiving services by or from the County.

E. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

G. Survival. The rights and obligations of the parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

H. Notices. Any notice to be given hereunder by any party to another party may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing following their signatures below, but either party may change its address by written notice in accordance with this paragraph.

I. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.

J. Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

Q. Counterparts. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have caused this Cooperative Agreement Memorandum of Understanding to be executed by its duly authorized representative as of July 1, 2015.

**SIGNED BY:**

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Director Cheryl Ternes  
Arapahoe County Department of Human Services  
14980 E. Alameda Drive  
Aurora, CO 80012

Date

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Sheriff David C. Walcher  
Arapahoe County Sheriff's Office  
13101 Broncos Parkway  
Centennial, CO 80112

Date

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Chief Joseph Morris  
Arapahoe Community College Campus Police Department  
5900 S. Santa Fe Drive M2600  
Littleton, CO 80120

Date

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Chief Nick Metz  
Aurora Police Department  
15001 E. Alameda Pkwy  
Aurora, CO 80012

Date

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Chief Bret Cottrell  
Town of Bow Mar Police Department  
2 South Middlefield Road  
Columbine Valley, CO 80123

Date

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Chief Michelle Tovrea  
Cherry Hills Village Police Department  
2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113

Date

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Chief Brett Cottrell  
Columbine Valley Police Department  
2 South Middlefield Road  
Columbine Valley, CO 80123

Date

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Chief John Collins  
Englewood Police Department  
3615 South Elati Street  
Englewood, CO 80110

Date

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Chief W.J. Haskins  
Glendale Police Department  
950 South Birch Street  
Glendale, CO 80246

Date

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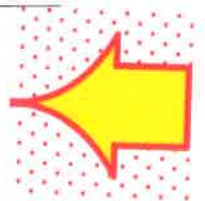
Chief John Jackson  
Greenwood Village Police Department  
6060 South Quebec Street  
Greenwood Village, CO 80111

Date

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Chief Doug Stephens  
Littleton Police Department  
2255 West Berry Avenue  
Littleton, CO 80120

Date



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Chief Mark Campbell  
Sheridan Police Department  
4101 South Federal Blvd.  
Sheridan, CO 80110

Date