

**MEMORANDUM OF UNDERSTANDING
2019-2023**

COOPERATIVE AGREEMENT

BETWEEN

**ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES
CHILD PROTECTION 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, by and between the Arapahoe County Department of Human Services, hereinafter "Arapahoe County Human Services", and the 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".

WITNESSETH

WHEREAS, Colorado law C.R.S. §19-3-308(5.5) encourages cooperation between local departments of Human Services and local Law Enforcement; and

WHEREAS, from time to time, Arapahoe County Human Services and Law Enforcement have the responsibility to investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement;
and

WHEREAS, by custom, Arapahoe County Human Services has taken the prime responsibility to investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

I. PROTOCOL FOR COOPERATION

The following protocol shall apply for cooperation between Arapahoe County Human Services and local Law Enforcement.

- A. Child abuse reporting laws C.R.S §19-3-304 and §19-3-307 allow reports to both Law Enforcement and Arapahoe County Human Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint investigation may also be requested by the receiving agency if there *is* a determination of that need.
- B. Arapahoe County Human Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should be made through the Colorado Child Abuse and Neglect Hot Line during regular working hours. Outside of business hours, the swing shift and on call staff will take referrals. All referrals from Arapahoe County Human Services will be made to the officer on duty.
- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Arapahoe County Human Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.
- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3)(a) shall not require immediate notification to Arapahoe County Human Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Arapahoe County Human Services in order that Arapahoe County Human Services may submit a report to the states automated system if the case is substantiated, and may order to have the local Child Protection Team review the case.

- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency.
- F. In Joint investigations, as a general rule, Arapahoe County Human Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some investigations will proceed according to a standard plan of action, while others will require a unique approach. Upon completion of the joint investigation:
1. Law Enforcement continues criminal investigation without the involvement of Arapahoe County Human Services. This shall include the submission of the information to the District Attorney for disposition.
 2. Arapahoe County Human Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to, the removal of the child(ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
 3. Appropriate sharing of reports must occur. Law Enforcement shall provide Arapahoe County Human Services with copies of incident reports when requested.

II. LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

ABUSE

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe - Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met, resulting in death.

NEGLECT

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of child are not met resulting in serious injury or illness.
- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met, resulting in death.

SEXUAL ABUSE

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

III. RESPONSIBILITY FOR INVESTIGATION

- A. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Arapahoe County Human Services (Law Enforcement may be called at any time there may be a safety risk to any worker):
1. Minor physical abuse
 2. Substance exposed newborn
 3. Organic Failure to Thrive
 4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
 5. Sexual abuse when perpetrator is under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
 6. Educational neglect. In truancy cases, after charges have been filed by the school district.
 7. Emotional abuse.
 8. Medium neglect, lack of supervision.
 9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).

- B. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Arapahoe County Human Services may be called when determined by both parties to be in the best interest of the safety of the child).
1. Third-party physical abuse.
 2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the perpetrator is not an abused child.
 3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- C. The following cases shall be jointly investigated by Arapahoe County Human Services and Law Enforcement when abuse or neglect is suspected:
1. Death of a child.
 2. Medium to severe physical abuse or risk of this. Joint investigation by Arapahoe County Human Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
 3. All head trauma injuries (i.e., subdural hematoma).
 4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 6. All second or third degree burn, including cigarette burns or other burns consistent with abuse (such as immersion burns).
 7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 8. All lesions on different parts of the body.
 9. Intra familial and third-party sexual abuse.
 10. Injurious Environment. (May require Code Enforcement).

11. Sexual abuse when the alleged perpetrator may be a child victim, or the perpetrator may have his/her own children under the age of 18, or any other child may be at risk.
12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
13. When a parent, custodian, or guardian of a child refuses access to the child(ren) by Arapahoe County Human Services or Law Enforcement, or refuses medical examination of the child(ren). It is recognized that it may be necessary for Arapahoe County Human Services to obtain a Court Order for access to said child(ren).
14. Conditions suggesting suspicion that a law has been broken.
15. Any case in which a child is subjected to human trafficking of a minor for sexual servitude.

IV. GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.
- B. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.
- C. This Agreement shall be effective from **July 1, 2019** and shall expire **on June 30, 2023**. 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.

V. 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.

VI. 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.
- K. Counterparts. This Agreement may be executed in counterparts.

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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, 2019.

SIGNED BY:

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

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

Date

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

Date

Chief Dustin Varney
Greenwood Village Police Department
6060 South Quebec Street
Greenwood Village, CO 80111

Date

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

Date

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

Date