

June 15th, 2015

Dear Agency Chiefs:

Enclosed please find your signed copy of the current **2015 "Memorandum of Understanding"**. Thank you for your continued support and commitment to working collaboratively to serve abused and neglected children in our community. Please do not hesitate to contact me with any questions, concerns, or comments.

Thank you for all that you do,



Melissa A. Lytle
Executive Director
Western Slope Center for Children

Enclosed: Signed 2015 Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

between the

WESTERN SLOPE CENTER FOR CHILDREN

and the

21ST JUDICIAL DISTRICT ATTORNEY'S OFFICE

MESA COUNTY SHERIFF'S OFFICE

GRAND JUNCTION POLICE DEPARTMENT

FRUITA POLICE DEPARTMENT

PALISADE POLICE DEPARTMENT

MESA COUNTY DEPARTMENT OF HUMAN SERVICES

MESA COUNTY SEXUAL ASSAULT RESPONSE TEAM

We, the undersigned, by and on behalf of our respective agencies do agree to support the operation and further development of the Western Slope Center for Children (WSCC) in the City of Grand Junction, Mesa County, Colorado, by implementing established, agreed upon policies and acting consistently therewith.

The Western Slope Center for Children is a non-profit organization. It operates and exists by, through and with the cooperation of the District Attorney's Office, the Mesa County Sheriff's Office, the Mesa County Department of Human Services, the Grand Junction Police Department, the Fruita Police Department, the Palisade Police Department, and the Mesa County Sexual Assault Response Team. The mission of WSCC is to provide collaborative services to child sexual abuse victims and their families in a supportive environment that reduces trauma and promotes dignity, justice and healing.

The WSCC is funded through the Victim/Witness Assistance and Law Enforcement Fund (VALE), the Victims of Crime Act (VOCA), other private and individual contributions, and special event fundraising.

Each of the undersigned has specific responsibilities with regard to the investigation, assessment, treatment, and prosecution of cases of child abuse.

We, the undersigned, do hereby acknowledge that the multi-disciplinary team approach, through the coordination of the WSCC, will serve to enhance individual efforts of each agency. We acknowledge that through these respective agencies, and through public support and awareness, the WSCC will work to ensure the protection of children in Mesa County.

Purpose of the WSCC:

The WSCC's purpose is to provide a child-friendly environment designed to meet the needs of abused children and their families. The WSCC may coordinate:

- Child and family interviews
- Mental health treatment
- Medical services
- Victim advocacy
- Crisis intervention
- Multidisciplinary (MDT) case review team (CRT)
- Case tracking systems
- Training
- Prevention programs
- Community education

Child abuse is a community problem. No single agency, individual, or discipline has the necessary knowledge, skills or resources to provide all of the assistance needed by abused children and their families.

The combined wisdom and professional knowledge of human services, law enforcement, prosecution, medical and mental health providers will result in a more complete understanding of cases, issues, and the most effective system response possible.

Benefits of a coordinated, multidisciplinary response:

By providing a coordinated, multidisciplinary approach to the investigation, prosecution, and treatment of child abuse, the following benefits can be expected:

1. The trauma experienced by abused children should be reduced.
2. During the investigation phase and throughout the intervention process, while maintaining their own role and responsibilities, professionals are able, at and through the WSCC, to receive input from other professionals before making decisions regarding the case.
3. This coordination is expected to result in more efficient investigation, prosecution, and treatment, thereby reducing the overall cost of child abuse to the community.
4. Children receive prompt and ongoing services tailored to their specific needs and family situations.
5. More non-offending parents will be empowered to protect and support their children through the intervention process and beyond.
6. Information on the status of cases is maintained, allowing progress to be monitored and minimizing the possibility of cases going unnoticed or forgotten.
7. Professionals gain a better understanding of and respect for each other's roles and expertise.
8. Allegations of abuse are more completely investigated, producing more usable information.

9. The community becomes better educated about the problem of child abuse and the needs of abused children and their families.
10. The community is better able to identify gaps in the system and is challenged to develop more resources for children and families.
11. Professionals interact regularly, providing each other with needed support.

Goals of the WSCC:

1. To develop a formal, comprehensive multidisciplinary response to child abuse which is designed to meet the needs of children and their families.
2. To maintain a neutral facility where interviews and services for abused children can be provided.
3. To reduce trauma to the child caused by multiple contacts with different community professionals.
4. To provide families with needed services and to assist them in attaining maximum mental health.
5. To maintain open communication and case coordination among community professionals and agencies involved in child protection efforts.

General Provisions of the Memorandum of Understanding:

1. Each agency shall work with and assist each other and the WSCC to ensure that the best interest of child victims will be served.
2. The law enforcement agency having jurisdiction shall investigate and determine whether or not a crime has been committed. That agency shall present information to the District Attorney's Office for review and/or prosecution.
3. The Department of Human Services (DHS) is responsible for conducting an investigation to determine if child abuse or neglect has occurred, to determine risk of abuse or neglect, to make efforts to ensure the safety of children, and to provide case management and other services to the family.
4. The District Attorney's Office is responsible for assessing the legal aspects of any criminal case.
5. Medical evaluations are provided by Sexual Assault Nurse Examiners (SANEs) who are part of the Mesa County Sexual Assault Team. SANEs receive State of Colorado specialized training in child sexual abuse evaluation.
6. Pediatric medical evaluations are routinely made available and accessible to WSCC clients by SANEs on-site at WSCC at no cost to the client.

7. Findings of the medical evaluation will be shared with the Multidisciplinary Team in a routine and timely manner by the SANEs.
8. Specialized trauma-focused mental health services for child clients are routinely made available on-site at the WSCC.
9. Mental health services are available and accessible to all WSCC clients regardless of their ability to pay.
10. Reasonable efforts shall be made by each agency to coordinate each step of the investigation in order to minimize the number of interviews and interviewers to which the child is subjected.
11. As a goal, but not a standard, all agencies participating in the investigation and prosecution of child sexual abuse cases are expected to attend Case Review Team (CRT) meetings as scheduled. Because time is valuable, CRT meetings will be highly structured to ensure maximum efficiency. Obtaining updated facts and necessary information for abuse cases will be the focus of CRT meetings. Only persons with information relevant to the investigation shall attend. The WSCC will be responsible for scheduling CRT meetings.
12. All signatory agencies will be invited and encouraged to attend training sponsored by the WSCC. Financial support for professionals and volunteers to attend specialized training may be provided when possible.
13. All WSCC volunteers must meet the criteria set by the WSCC. The criteria shall be proposed by the WSCC Executive Director for formal approval by the WSCC Board of Directors. The WSCC Executive Director shall provide notice of the proposed criteria to each signatory.
14. It is understood that each agency shall work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, ordinances, rules, regulations, or policies which govern each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule, regulation, or policy, the statute, rule, regulation, or policy shall govern.
15. All signatory agencies agree to provide specially trained professionals with skills in interviewing, assessing, investigating, and/or prosecuting child sexual abuse cases. The WSCC has trained forensic interviewers on staff that are available for use by any signatory agency.
16. All personnel participating through the WSCC, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all child sexual abuse cases as provided by the Colorado Children's Code.
17. All agencies participating through the WSCC agree to share pertinent case information with the appropriate agency, except as prohibited by law.
18. This agreement shall only be modified in writing with the consent of all signatories or their successors.

19. Any agency may withdraw from participation under this Memorandum of Understanding by written notice submitted to all other signatories.
20. Individuals investigating for or on behalf of an agency shall conduct an independent investigation and reach conclusions based on information obtained from the investigation. The WSCC shall not direct, suggest, or require an outcome or decision in any investigation.
21. Each signatory, by and on behalf of the respective agency, agrees to follow the guidelines and provisions of this agreement for themselves and for staff hired, supervised, and controlled by them, as outlined in this document.
23. A) Signatories of this Agreement shall include the following agencies:
 - 1) The WSCC's Board of Directors by the Board President
 - 2) Mesa County Department of Human Services
 - 3) 21st Judicial District Attorney's Office
 - 4) Grand Junction Police Department
 - 5) Mesa County Sheriff's Office
 - 6) Fruita Police Department
 - 7) Palisade Police Department
 - 8) Mesa County Sexual Assault Response Team/SANE Coordinator
24. Each agency's staff shall remain housed in its own facility, but may utilize the WSCC offices as needed and available. The DA's staff may meet with other parties, i.e., GJPD, MCDHS, MCSO, FPD, PPD, MCSART, involved with the prosecution of child sexual abuse cases on a scheduled basis.

The WSCC Executive Director may facilitate these meetings. The DA staff member may meet with the victim and/or the victim's family at the WSCC as the need arises. These meetings shall be scheduled with the WSCC staff.

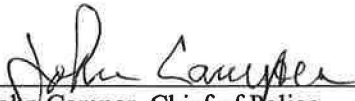
The involved DA staff consists of Deputy District Attorneys who are in charge of prosecution of the case, and a Victim Witness Coordinator. Both may take part in case staffing.

The DA staff shall abide by all policies and protocols set by the WSCC in this Agreement.
25. By signing, agencies do not create in any person or agency the status of a third-party beneficiary nor any duty or standard of care.
26. This is not a joint venture – employees of WSCC and other involved agencies are not employees of any other involved agency.




Matt Lewis, Sheriff
Mesa County Sheriff's Office

Date: 6-2-15



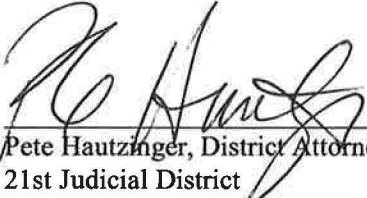
John Camper, Chief of Police
Grand Junction Police Department

Date: 5-22-15




Tracey Garchar, Director
Mesa County Department of Human Services

Date: 6/4/15



Pete Hautzinger, District Attorney
21st Judicial District

Date: 5/27/15



Tammy Eret, Board President
Western Slope Center for Children

Date: 21 May 15




Judy Macy, Chief of Police
Fruita Police Department

Date: 5/21/15



Deb Funston, ~~Interim~~ Chief of Police
Palisade Police Department

Date: 6-9-15



Danielle Yahn, SANE Coordinator
Mesa County Sexual Assault Response Team

Date: 5/29/15