AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Understanding among 7th Judicial District Court, Departments of Health and Human Services for Montrose, Delta and Gunnison Counties, Departments of Social Services for San Miguel and Ouray Counties, and CASA of the 7th Judicial District, Inc.

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Court Appointed Special Advocates of 7th Judicial Dist.

Term Begins: upon completion **Term Ends:** **Grant Contract #:**

Summary:
MOU delineating role and responsibilities for Child and Family Services pertaining to children with an open child welfare case and a court appointed CASA.

Fiscal Impact: $0

Submitted by: R. Brown **Submitter's Email Address:** Rbrown@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

No financial impact - this is just a MOU.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 1/9/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 1/10/14

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 1/10/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/14/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

CASA
Court Appointed Special Advocates
FOR CHILDREN
CASA OF THE
7TH JUDICIAL DISTRICT

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PO Box 1708
Montrose, CO 81402
P (970) 249-0337
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Delta Office
511 E 10th St
Delta, CO 81416
P (970) 874-7730
F (970) 249-5153

Gunnison Office
107 E Georgia, Unit 1-D
Gunnison, CO 81230
P (970) 765-6198
F (970) 249-5153

info@casa7jd.org • www.casa7jd.org

Serving Delta, Gunnison, Hinsdale, Montrose, Ouray, & San Miguel Counties

Dear Rene,

Attached you will find the CASA of the 7th Judicial District Memorandum of Understanding. The main CASA office in Montrose has asked me to get this to you for Mr. Birnie to review and to sign on page 8 where his signature is indicated. Please have him sign the one that already has Judge Patrick's signature on page 7 marked original. That is the one I need to have returned to me. I have included a second copy for your records. Please have someone let me know when this is completed and I will pick up the document and return it to the CASA Main office. Please feel free to contact me or the CASA office in Montrose if you have questions or need further information Thanks in advance for your assistance.

Return Original to:

Jodie Chinn

CASA Volunteer Coordinator - Gunnison County
CASA of the 7th Judicial District
Office: 970-765-6198
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BOARD OF DIRECTORS
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Volunteer Coordinators: ALMA BUIS, Montrose County • CARLTON MASON, Delta County • JODIE CHINN, Gunnison County

MEMORANDUM OF UNDERSTANDING

Among

7th Judicial District Court

Montrose County Department of Health and Human Services
Delta County Department of Health and Human Services
Gunnison County Department of Health and Human Services
San Miguel County Department of Social Services
Ouray County Department of Social Services

CASA of the 7th Judicial District, Inc.

VISION STATEMENT

To advocate for a safe and permanent home for every child involved in the judicial system.

MISSION STATEMENT

To help break the cycle of child abuse and neglect and to advocate for safe, permanent, nurturing homes for children utilizing highly trained and dedicated volunteers.

Achieving the goal of this program requires the development of a good working relationship among the 7th Judicial CASA and the Montrose County Department of Health and Human Services, Delta County Department of Health and Human Services, Gunnison County Department of Health and Human Services, San Miguel County Department of Social Services and Ouray County Department of Social Services. This Memorandum of Understanding identifies and clarifies that relationship.

SECTION I. CASES TO BE REFERRED TO CASA PROGRAM

IT IS AGREED that the following categories of dependency and neglect cases under the jurisdiction of the 7th Judicial District Court are most appropriate for referral to the CASA Program. This does not exclude referral of cases outside of these categories.

A. Children under age 18 who are at risk of emotional, physical and/or sexual harm.

B. Children under age 18 who are victims of neglect and/or suffer from failure to thrive.

C. Children under age 18 who may suffer a continuing risk of abuse or neglect upon reunification.

D. Children under age 18 who will be assigned to out of home placements.

SECTION II. ROLE AND RESPONSIBILITY OF CASA VOLUNTEER

IT IS AGREED that the role and responsibility of the CASA Volunteer are as follows:

A. ROLE: A CASA Volunteer is appointed as an Officer of the Court in 7th Judicial District Court to provide the Court and other responsible persons with independent and objective information regarding the status of children involved in cases filed under Titles 19, 14, 15 and 26 C.R.S. Primarily, other responsible persons include the Caseworker with Health and Human Services, the Guardian ad Litem, the County Attorney and the Attorneys for respondent parents. Upon appointment, the CASA independently gathers and assess information, develops recommendations and submits written and/or verbal reports, which will be considered by the Court to aid in its decisions and to protect the best interests of the child. The Court may direct the manner in which a CASA Volunteer and any Guardian ad Litem appointed in the case shall collaborate. The CASA Volunteer will comply with the requirements of Section 19-1-209, C.R.S. The CASA Volunteer will comply with all requirements of CASA and will abide by the restrictions contained in Section 19-1-207, C.R.S.

B. RESPONSIBILITY: The mandate of the CASA Volunteer is to assist the Court in assuring that the best interests of the child are served in relation to his or her right to a safe and permanent living environment. The CASA Volunteer, in consultation with 7th Judicial CASA Program Staff, is responsible for reporting, as specified in Section III. E., any information regarding the continuing safety of the child. The CASA Volunteer reports to and is directly supervised by 7th Judicial CASA Program Staff. The Program Staff is responsible for the CASA Volunteer's performance and is responsible for facilitating interactions among the CASA, the Court and named parties. The CASA Volunteer will comply with the provisions of Section 19-1-208, C.R.S.

SECTION III. IMPLEMENTATION OF VOLUNTER ACTIVITIES

A. TRAINING AND SUPERVISION: 7th Judicial CASA will be responsible for conducting initial and on-going in-service training for CASA Volunteers and will certify those Volunteers completing the training program as being ready to begin service. The training will meet the minimum requirements of Section 19-1-204 C.R.S. 7th Judicial CASA will be responsible for all volunteer management duties, i.e. recruitment, screening, training, assignment and supervision of CASA Volunteers.

B. APPOINTMENT: When CASA Volunteers have been trained, selected in a manner consistent with Section 19-1-205 C.R.S., and certified as ready for service, the Court will conduct swearing-in ceremonies, appointing the CASA Volunteers as Officers of the Court. This appointment will remain in effect until such time as the CASA Volunteer's service is terminated.

C. ASSIGNMENT AND TERMINATION:

1. The Court will identify to 7th Judicial CASA cases for which the assignment of CASA Volunteer is requested. Cases will be identified for referral at the earliest possible stages or at such other time as the Court deems appropriate. In addition, requests for the assignment of a CASA Volunteer may be made by the HEALTH AND HUMAN SERVICES Caseworker, County Attorney, Guardian ad Litem, Respondent Attorney, or other interested parties in the case.

2. Contingent upon availability of a Volunteer appropriate for the case, the 7th Judicial CASA will assign a CASA Volunteer and will notify the Court of the assignment. The 7th Judicial CASA retains the right to accept or reject a case before appointment of a CASA Volunteer. Upon acceptance of a case by 7th Judicial CASA, the Court will issue an order confirming the appointment of the CASA Volunteer. The Court will notify 7th Judicial CASA of the Order of Appointment of the CASA Volunteer; the Court will be responsible for distribution of the Order of Appointment to other parties in the case.

3. Pursuant to Section 19-1-206, C.R.S., the Court, when making any CASA appointment may, in its discretion, appoint the CASA Volunteer as a party to the action. If the CASA is not made a party to the action at the time of the initial appointment, the Court in its discretion, may make the CASA a party at such later time as the Court determines will be in the child's best interests.

4. All CASA Volunteers will be bound by the confidentiality requirements of Section 19-1-211, C.R.S. The Court order of appointment will include a reaffirmation of the confidentiality oath.

5. The order of appointment will also include a specific order pursuant to Sections 19-1-206(2), 19-1-209 and 19-1-210, C.R.S. authorizing the CASA Volunteer to review all relevant documents, to have access to such records and other information relating to the child, parent, legal guardian, or other parties in interest as the Court deems necessary, and to interview all parties involved in the case, including parents, other parties in interest and any other persons having significant information relating to the child.

6. The time at which the CASA Volunteer begins to actively perform service on the case will be determined on a case by case basis, by 7th Judicial CASA in accordance with the order of the Court. Upon each new assignment, the CASA Volunteer will reaffirm his or her commitment to be bound by confidentiality standards and ethics throughout the assignment.

7. The CASA Volunteer will continue in active service on the case until the Court's jurisdiction over the child terminates or at the request of 7th Judicial CASA Program Staff, at the request of a party to the case and the Court grants either request or on the Court's own motion.

D. INFORMATION GATHERING:

1. Pursuant to Section 19-1-208(1), C.R.S., upon appointment in an action, a CASA Volunteer may have the duty, as directed by the Court to conduct an independent investigation regarding the best interest of the child that will provide factual information to the Court regarding the child and the child's family. The investigation shall include interviews with and observations of the child, interviews with other appropriate individuals, and the review of relevant records and reports generated by HEALTH AND HUMAN SERVICES and other service providers.

2. Once the CASA Volunteer has been assigned, the 7th Judicial CASA Program Staff will review the court's file and meet with the volunteer to provide assistance and guidance in the development of the volunteer's plan of action for the case.

3. The duties the CASA Volunteer will perform may include:

   (a) Interviews: Relevant and appropriate persons may include school personnel, social workers, medical and psychological care providers, parents, immediate family members, other relatives, foster parents and others, depending on the facts of the case. The CASA Volunteer should make arrangements to visit the child, and can be assisted in making these arrangements by 7th Judicial CASA Program Staff.

(b) Department of Human Services Staffing: The CASA Volunteer shall be notified and may participate in staffings and meetings concerning the case to which the volunteer has been appointed.

(c) Access to Information: The CASA Volunteer will have access to information relevant to the child's case through the Court order of appointment. The CASA Volunteer will make arrangements with HEALTH AND HUMAN SERVICES to review the file at a mutually convenient time. Any documents or reports distributed to the parties in the case shall be distributed to the CASA Volunteer at the same time.

(d) Contact with Supervisor: CASA Program Staff will specify what contact is expected between the CASA Volunteer and his or her supervisor. Generally, this contact will be at least one time per week in the early stages of a case. CASA Volunteers never before assigned to a CASA case will be expected to maintain weekly contact until the supervisor determines otherwise.

(e) Supervision between Child and Parent/Guardian: The CASA Volunteer may supervise contact between the child and the parent or guardian to observe the interaction with the foremost consideration of the child's safety and best interest.

E. REPORTING: The CASA Volunteer will provide the Court with both written and oral reports, as required.

1. Written Reports: The CASA Volunteer shall assure that the child's best interests are being advocated at every stage of the case and prepare written reports to be distributed to the parties of the action. The CASA Volunteer will prepare written reports under the supervision of 7th Judicial CASA Program Staff in a format and manner prescribed by the Court. Written reports are to be submitted to the Court in accordance with Court policy prior to any hearing. Copies of the written report are to be sent by 7th Judicial CASA to the Court, the HEALTH AND HUMAN SERVICES Caseworker, the Guardian ad Litem, the County Attorney, the Respondent Attorneys and all parties of record. In addition to reports prepared for Court hearings, written reports may be submitted whenever it is determined by the CASA Volunteer and the 7th Judicial CASA Program Staff that information discovered by the Volunteer significantly impacts the welfare and safety of the child, and/or the continued implementation of the treatment plan. A copy of each written report is kept by 7th Judicial CASA in the agency's case files.

2. Verbal Reports: The CASA Volunteer may be required to provide verbal reports during Court Proceedings.

3. Mandatory Reporting: 7th Judicial CASA agrees that the CASA Volunteer shall immediately report any new suspicion of child abuse or neglect to the HEALTH AND HUMAN SERVICES or HEALTH AND HUMAN SERVICES Caseworker. If the

Caseworker is not available, the order of report is 1) Caseworker's supervisor; 2) the local law enforcement jurisdiction; 3) 911.

4. Testimony: The CASA Volunteer may be called as a witness in an action by any party or the Court and may request of the Court the opportunity to appear as a witness.

SECTION IV. WORKING RELATIONSHIPS

A. 7th Judicial CASA Program Staff will supervise the CASA Volunteer and facilitate the interaction of the CASA Volunteer with HEALTH AND HUMAN SERVICES , the Court and other named parties.

B. The CASA Volunteer will maintain an activity log for each assigned case and will seek guidance and assistance from 7th Judicial CASA Program Staff in the performance of CASA duties.

C. The Court and the HEALTH AND HUMAN SERVICES will remain accessible to 7th Judicial CASA Program Staff to facilitate the smooth and effective operation of the CASA program. There can be no ex parte communication.

D. 7th Judicial CASA Program Staff may accompany the CASA Volunteer during Court proceedings and HEALTH AND HUMAN SERVICES staffings, and will substitute for the CASA Volunteer if the Volunteer is unable to attend these activities.

E. 7th Judicial CASA Program Staff and the HEALTH AND HUMAN SERVICES and the Court will maintain open, constructive and effective communication regarding the CASA Volunteer's performance.

F. 7th Judicial CASA Program Staff and HEALTH AND HUMAN SERVICES and the Court will maintain open lines of communication with one another and within their own organizations to support the effective management and operation of the CASA program, and, to the fullest extent possible, will coordinate and cooperate in matters pertaining to the implementation and operation of the CASA Program.

SECTION V. ACCEPTANCE

This Memorandum of Understanding has been reviewed and accepted by the management of governing bodies of the organizations indicated below.

SECITON VI. REVIEW AND APPROVAL

"It is agreed that this Memorandum of Understanding shall be reviewed at twelve month intervals commencing the date of the execution of this Agreement and that at such review the HEALTH AND HUMAN SERVICES reserves the right to approval as concerns its continued performance hereunder."

"It is further agreed that at the time of such annual review the HEALTH AND HUMAN SERVICES shall negotiate in good faith with the 7th Judicial District Court and CASA as to any requested modification or amendments to this Memorandum of Understanding prior to said Department exercising is above reserved right of termination."

A. 7th JUDICIAL DISTRICT COURT

_____

J. STEVEN PATRICK Date
CHIEF DISTRICT COURT JUDGE

B. MONTROSE COUNTY DEPARTMENT OF HUMAN SERVICES

_____

PEG MEWES Date
DIRECTOR

C. DELTA COUNTY DEPARTMENT OF SOCIAL SERVICES

_____

WILLIAM C. LEMOINE Date
DIRECTOR

D. GUNNISON COUNTY DEPARTENT OF HUMAN SERVICES

_____

MATTHEW BIRNIE Date
COUNTY MANAGER

E. SAN MIGUEL COUNTY DEPARTMENT OF SOCIAL SERVICES

_____

ALAN GERSTLE Date
DIRECTOR

F. OURAY COUNTY DEPARTMENT OF SOCIAL SERVICES

_____

ALAN GERSTLE Date
DIRECTOR

C. CASA OF THE 7TH JUDICIAL DISTRICT

_____

Date

PRESIDENT