

## Memorandum of Understanding – Domestic Violence Fatality Review Team

This Memorandum of Understanding (MOU) is entered into by the participating agencies: the City of Colorado Springs, Colorado Springs Police Department, TESSA, El Paso County Coroner's Office, El Paso County Sheriff's Office, Fountain Police Department, Fourth Judicial District Attorney's Office, Manitou Springs Police Department, Monument Police Department, Palmer Lake Police Department, and UCH-MHS's SANE Program. Its purpose is to improve services and outcomes for domestic violence victims by coordinating a Domestic Violence Fatality Review Team (DVFRT). For purposes of this MOU, each participating agency may be referred to as a "Party" or collectively as "Parties."

**WHEREAS**, the Parties have come together to collaborate and develop a regional DVFRT in which the City of Colorado Springs and TESSA will be the co-lead agencies, the other agencies will be partners; and

**WHEREAS**, agencies in Colorado's 4<sup>th</sup> Judicial District have a documented history of collaboration among governmental and community agencies working to better the community by addressing crime, advocating for victims, and holding offenders accountable; and

**WHEREAS**, the City of Colorado Springs has agreed to delegate responsibility for the project's development and implementation;

### 1. Description of partner agencies

**Colorado Springs Police Department:** Investigates reports of domestic violence, dating violence, stalking, and domestic violence-related homicides that occur within the city limits of Colorado Springs. Employs system-based victim advocates that serve victims of violent crime in Colorado Springs, providing crisis intervention, referrals, financial assistance, and support during the investigative process on a 24/7/365 basis.

**TESSA:** Non-profit agency that provides confidential services and outreach to victims of relationship violence and their children in both El Paso and Teller Counties. Programs and services include: 24-hour safeline, safehouse, victim advocacy, youth and children's program, professional counseling, rural program, community outreach, legal services, and housing first.

**El Paso County Coroner's Office:** Investigates and certifies all deaths that fall under El Paso County's jurisdiction.

**El Paso County Sheriff's Office (EPSO):** Investigates domestic violence, dating violence, stalking, and domestic violence-related homicides that occur within the unincorporated areas of El Paso County. Employs system-based victim advocates that provide supportive services to victims of crimes investigated by EPSO deputies.

**Fountain Police Department:** Investigates domestic violence, dating violence, and stalking

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that occur within the city limits of Fountain. Supported by system-based victim advocates that provide supportive services to victims of crimes investigated by the department.

**Fourth Judicial District Attorney's Office:** Prosecutes domestic violence, dating violence, stalking, and domestic violence-related homicide cases in El Paso and Teller Counties. Employs system-based advocates that provide support and mandatory notifications of critical stages as required by Colorado's Victim Rights Act.

**Manitou Springs Police Department:** Investigates domestic violence, dating violence, and stalking that occur within the city limits of Manitou Springs. Supported by system-based victim advocates that provide supportive services to victims of crimes investigated by the department.

**Monument Police Department:** Investigates domestic violence, dating violence, and stalking that occur within the city limits of Monument. Supported by system-based victim advocates that provide supportive services to victims of crimes investigated by the department.

**Palmer Lake Police Department:** Investigates domestic violence, dating violence, and stalking that occur within the city limits of Palmer Lake. Supported by system-based victim advocates that provide supportive services to victims of crimes investigated by the department.

**UCH-MHS's SANE Program:** Hospital-based forensic nurse examiner (FNE) program serving patients, including victims of domestic violence, dating violence, stalking, and strangulation. It is the largest and most comprehensive provider of FNE programs in the State of Colorado.

### 2. History of relationship

The Parties have a long-standing relationship in providing law enforcement, non-law enforcement, and prosecutorial resources to victims and survivors of domestic violence, dating violence, stalking, and domestic violence-related homicides throughout El Paso and Teller Counties.

The Parties are eager to continue their collaborative efforts by seeking to better and develop more comprehensive systems that serve victims and survivors of domestic violence, dating violence, stalking, and domestic violence-related homicides by supporting developing and supporting a regional DVFRT.

### 3. Development of DVFRT

**NOW THEREFORE,** each participating agency indicates its commitment to implementing and maintaining the DVFRT and improving domestic violence

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investigations as described herein.

### 4. Responsibilities of all agencies

- Using the State of Colorado's DVFRT case review format, identify trends, themes, and system problems associated with adjudicated acts of domestic violence-related homicides, which may include past acts of domestic violence and the services related to it.
- Identify at least one (1) representative from each agency who will participate in the DVFRT and can make decisions on policy, procedures, operating principles, and coordination strategies.
- Participation by all agency representatives in a quarterly DVFRT meeting to ensure smooth operations, problem-solving, and case review.
- A commitment to positive, constructive problem-solving for the benefit of the victim and the community.
- A commitment to making system changes, when feasible to do so, that may improve future investigations, resources, outcomes, and prosecutions related to acts of domestic violence.
- Resolve conflicts on specific cases at the lowest level but agree to discuss disputes in collaborative meetings when they cannot otherwise be resolved.
- Participation in interdisciplinary training, as both students and instructors.
- A commitment to the success of the proposed projects.

### 5. Agency-specific responsibilities

#### *Colorado Springs Police Department*

- The positions that will be assigned as representatives to the DVFRT will include at least one (1) or as many as all: Investigations Division Commander, Special Victims and Violent Crimes Section Lieutenants/Sergeants, and Victim Advocacy Unit Supervisor, ensuring that at least one (1) representative attends all meetings.
- Convene and facilitate DVFRT meetings as an in-kind contribution to the DVFRT.
- Provide an in-kind contribution of staff time to attend meetings and training and share information related to the team's review (e.g., case report/call screen information, past case reports involving the victim/offender, victim services offered, etc.).
- Ensure that victims are advised of rights and services in accordance with the Victims' Rights Act.
- Ensure thorough and impartial homicide investigations involving acts of domestic violence.
- Coordinate investigations with the appropriate agencies.

#### *TESSA*

- The positions that will be assigned as representatives to the DVFRT will include at least one (1) or as many as all: Executive Director, Program Manager, ensuring that at

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least one (1) representative attends all meetings.

- Convene and facilitate DVFRT meetings as an in-kind contribution to the DVFRT.
- Provide an in-kind contribution of staff time to attend meetings and training and provide personnel to input the information learned into the State's DVFRT database.
- Protect victims' confidentiality and secure releases of information when possible to be able to share specific details in DVFRT meetings and when collaborating on domestic violence-related homicide cases.
- Strive to provide trauma-informed care to all victims or survivors of domestic violence-related homicide cases in the interests of healing and justice served, as well as the community's interests in public safety and offender accountability.

### *El Paso County Coroner's Office*

- The positions that will be assigned as representatives to the DVFRT will include at least one (1) or as many as all Medical Examiner or Death Investigator, ensuring that at least one (1) representative attends all meetings.
- Provide an in-kind contribution of staff time to attend meetings and training and share information related to the team's review.
- Perform death investigations and autopsy examinations to determine the cause and manner of death.

### *El Paso County Sheriff's Office*

- The positions that will be assigned as representatives to the DVFRT include Investigations Division Commander, Detective Sergeant, and a Victim Advocate, ensuring that at least one (1) representative attends all meetings.
- Provide an in-kind contribution of staff time to attend meetings and training and share information related to the team's review (e.g., case report/call screen information, past case reports involving the victim/offender, victim services offered, etc.).
- Ensure that victims are advised of rights and services in accordance with the Victims' Rights Act.
- Ensure thorough and impartial homicide investigations involving acts of domestic violence.
- Coordinate investigations with the appropriate agencies.

### *Fourth Judicial District Attorney's Office*

- The position that will be assigned as a representative to the DVFRT is Senior Deputy District Attorney.
- Provide an in-kind contribution of staff time to attend meetings and training and share information related to the team's review (e.g., information regarding the prosecution of the case, etc.).
- Ensure that victims are advised of rights and services in accordance with the Victims' Rights Act.
- Seek justice for victims and the community by holding perpetrators involved in domestic violence-related homicides appropriately accountable for their conduct.

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### *UCH-MHS Forensic Nurse Examiner Team*

- The position that will be assigned as representatives to the DVFRT is Manager of the Forensic Nurse Examiner Team.
- Provide an in-kind contribution of staff time attending meetings and trainings.
- Work collaboratively with victim advocates, law enforcement, and prosecution to the extent allowed by law, including but not limited to Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") to improve patient outcomes.
- Protect patients' confidentiality and secure valid, HIPAA-compliant releases of information from patients before sharing specific patient information in DVFRT meetings. UCH-MHS cannot share patients' information with the other agencies of the DVFRT unless a valid, HIPAA-complaint authorization is received from the patient.

### 6. Method for decision-making

Examples of DVFRT business include adding agencies to the DVFRT, planning collaborative training, and making suggestions for system development and improvement. The Parties will strive to make decisions by consensus. When consensus cannot be reached, or any agency requests a vote on a matter of DVFRT business, voting shall occur according to Robert's Rules of Order, with each agency having one vote by its highest-ranking representative. It is important to note that DVFRT does not have the authority to change any member agency's policies, procedures, or personnel. The agency representative(s) must agree to and implement such changes.

### 7. Miscellaneous Provisions

- The term of this MOU shall begin upon the execution of this MOU by the Parties and shall remain in effect indefinitely, unless terminated by the Parties. Any participating agency may withdraw from the MOU at any time by written notification to the other Parties at least 30 days prior to withdrawal. The MOU can be terminated at any time if agreed upon by mutual consent of the Parties.
- This MOU may be modified or amended at any time by consent of all Parties. Any modifications or amendments to this MOU shall be in writing and signed by an authorized representative of each Party.
- Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own litigation expenses or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any of the applicable limitations of liability, including governmental immunity as provided by Federal law, the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution.

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- This MOU is an agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public. It is the express intention of the Parties hereto that any person or entity other than the Parties to this MOU receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
- This MOU may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which, taken together, shall constitute one instrument.

The undersigned signatories have read and agree with all terms and conditions stated by this MOU and agree to be bound by its terms and conditions. Further, by signing below, each of us acknowledges and certifies that we have the vested authority to enter into this MOU on behalf of the Party we represent.