

COOPERATIVE AGREEMENT

Between

Rio Grande/Mineral County Department of Social Services and
Blue Peaks Developmental Services, Inc.
for Investigation of Allegations of Mistreatment or Self-neglect Involving
At-risk Adults with Intellectual and Developmental Disabilities (IDD)

PURPOSE: To clarify the coordinated duties and responsibilities of the Rio Grande/Mineral County Department of Social Services Adult Protective Services program (APS) and Blue Peaks Developmental Services, Inc. involved in reporting, responding, and investigating reports regarding the mistreatment, exploitation and self-neglect of at-risk adults with intellectual or developmental disabilities.

TERM OF AGREEMENT: This Agreement will commence upon the date of the final signature and will be in effect for no more than five (5) years. Changes in the Agreement may be made at any time by mutual consent of APS and Blue Peaks Developmental Services, Inc.. Nothing in this Agreement shall substitute or represent a change in either agency's legally mandated responsibilities. APS and Blue Peaks Developmental Services, Inc. may seek the consultation of respective state programs in the development or revision of the Agreement.

PRINCIPALS OF THE AGREEMENT

This agreement is made to ensure a coordinated response to reports of mistreatment and self-neglect, provide for special requests for assistance from one agency to another, and arrange for joint investigation(s) when needed to maximize the effectiveness of the response. It is understood that joint investigations may be used as a means to coordinate the efforts of the involved agencies, and that each individual agency remains accountable to its own rules, policies, and statutes.

It is understood that APS shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults. Reports made to APS must be shared with local law enforcement, as outlined in Section 26-3.1-102, C.R.S.

It is understood that Blue Peaks Developmental Services, Inc. is responsible for reporting possible abuse, caretaker neglect, and exploitation to law enforcement, as outlined in Section 18-6.5-108, C.R.S. It is further understood that Blue Peaks Developmental Services, Inc. is urged to report possible self-neglect to Adult Protective Services, as outlined in Section 26-3.1-102, C.R.S.

It is understood that Blue Peaks Developmental Services, Inc. shall report mistreatment of an at-risk elder or an at-risk adult with an intellectual or developmental disability (IDD), or any at-risk elder or at-risk adult with IDD who is at imminent risk of

mistreatment to a law enforcement agency not more than twenty-four hours after making the observation or discovery, as outlined in Section 26-3.1-101(1)(a.5), C.R.S.

It is understood that APS will be the lead investigative agency for reports of suspected mistreatment and self-neglect of at-risk adults, which meet APS criteria for intervention pursuant to Title 26, Article 3.1, C.R.S., and that Blue Peaks Developmental Services, Inc. will be the lead investigative agency for incidents that do not meet criteria for APS intervention.

RESPONDING TO REPORTS OF MISTREATMENT

Blue Peaks Developmental Services, Inc. shall determine if the initial report will be made to APS (self-neglect), law enforcement (mistreatment) or will be addressed by its internal review process (incidents).

In situations where immediate action is necessary, the identifying agency shall take immediate action to protect the at-risk adult, and will notify the other agency of actions taken, no later than the end of the next business day.

If the mistreatment happens outside a CCB service program, for example, while the adult is visiting a relative's home and the person has returned to the service program when the mistreatment is discovered, Blue Peaks Developmental Services, Inc. will report or will assist the person in reporting the mistreatment, as outlined above.

APS will investigate alleged mistreatment and self-neglect. Blue Peaks Developmental Services, Inc. may be asked to coordinate with APS to conduct a joint investigation.

JOINT INVESTIGATION PROCEDURE AND GUIDELINES

While APS will be the lead investigative agency for concerns of mistreatment or self-neglect, some reports may need to be jointly investigated. APS may request assistance from Blue Peaks Developmental Services, Inc. in the investigation and assessment of the at-risk adult's safety and well-being. APS shall take into consideration any potential conflicts of interest Blue Peaks Developmental Services, Inc. may have in contributing to a joint investigation if Blue Peaks Developmental Services, Inc. is also the provider agency for the adult.

The coordination between Blue Peaks Developmental Services, Inc. and APS in conducting investigations will assist each agency in ensuring the safety of the at-risk adult in the most expedient manner possible. All investigations conducted by APS, whether an independent or joint investigation with Blue Peaks Developmental Services, Inc., shall not interfere with and shall cooperate with any investigation conducted by law enforcement.

Blue Peaks Developmental Services, Inc. may request assistance from APS in investigating incidents if upon internal review of the incident Blue Peaks Developmental

Services, Inc. has concerns that the incident may actually be mistreatment or there is a continuing pattern of incidents that are concerning.

APS may request assistance from Blue Peaks Developmental Services, Inc. with obtaining records from a provider agency.

APS may request assistance from Blue Peaks Developmental Services, Inc. with communicating and/or interviewing the adult.

INFORMATION SHARING

The sharing of information between the CCB and APS will assist each agency in understanding details about the case that will enable a more efficient approach to improving the safety of the client and provision of services.

Statutory guidelines regarding confidentiality for respective programs will be followed. A written release of information will be obtained from the client or the client's guardian when required by mandate or agency policy.

CONFIDENTIALITY

Disclosure of APS program and case information shall be permitted only when authorized by law or ordered by the court, as outlined in 12 CCR 2518-1, Section 30.250. APS staff is allowed to share limited information that is necessary for the purposes of improving the safety and protection of the victim with those service providers and responsible parties involved in the resolution of the case. Each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigations as required by 12 CCR 2518-1, Section 30.250 and 10 CCR 2505-10, Section 8.606.2.

HIPAA: (Health Insurance Portability and Accountability Act) was not intended to hinder the investigations of agencies authorized by law to receive reports of abuse, neglect, or domestic violence. Any release of health information will meet requirements set forth by Section 164.512(c) (1) (i) & (iii) of the HIPAA Privacy Rule. This section, entitled "Permitted Disclosures," states that a covered entity may disclose protected health information about an adult that the covered entity reasonably believes to be a victim of abuse, neglect, or domestic violence to a government authority, including a social services or protective services agency, authorized by law to receive reports of such abuse, neglect or domestic violence to the extent the disclosure is required by law, because it is believed that the disclosure is necessary to prevent serious harm to the adult.

SIGNED BY:

Jody Kern, Director, Rio Grande/Mineral County Department
Of Social Services

Date

Lindy Espinoza

Cindy Espinoza ~~Brooke Hayden~~, Executive Director,
Blue Peaks Developmental Services, Inc.

6-2-21

Date