

NORTHERN PLAINS CHILDREN'S ADVOCACY CENTER, Minot, ND

RED RIVER CHILDREN'S ADVOCACY CENTER, Fargo and Grand Forks, ND

DAKOTA CHILDREN'S ADVOCACY CENTER, Bismarck and Dickinson, ND

INTERAGENCY AGREEMENT

We, the undersigned agencies participating in a multi-disciplinary team, by and through our directors/administrators and through our designated representatives, do hereby agree to the following guidelines concerning the Children's Advocacy Centers serving North Dakota:

The Northern Plains Children's Advocacy Center

in the City of Minot, County of Ward, State of North Dakota;

The Red River Children's Advocacy Center

in the City of Fargo, County of Cass, State of North Dakota,

in the City of Grand Forks, County of Grand Forks, State of North Dakota;

and/or,

The Dakota Children's Advocacy Center

in the City of Bismarck, County of Burleigh, State of North Dakota,

in the City of Dickinson, County of Stark, State of North Dakota.

We have established a cooperative effort between the undersigned agencies, wherein a multi-disciplinary team approach may be utilized in the investigation, assessment, referral for prosecution, medical and therapeutic treatment involving child victims of abuse.

Each of the undersigned agencies has specific responsibilities with regard to the investigation, assessment, medical/therapeutic treatment, and prosecution of cases of child abuse. We agree to support the concept and adhere to the guidelines as outlined. We understand that on occasion exceptions to these guidelines will be necessary. We, the undersigned, do hereby acknowledge that the multi-disciplinary team approach, through the institutions of the Children's Advocacy Centers serving North Dakota will unify our community in the daily struggle to ensure the protection of our children.

Guidelines

- 1) The members of the multidisciplinary teams will collaborate to ensure that the best interest of children will be served.
- 2) Each collaborating agency agrees to utilize a multidisciplinary team approach which includes:
 - a) Initial interviews of children will be conducted at a CAC whenever possible. Reasonable efforts will be made by each agency to coordinate each step of the investigation/assessment process in order to minimize the

number of interviews and interviewers to which the child is subjected, thus reducing the potential trauma to the child.

b) Each agency will coordinate with CAC staff to determine need for, timing, and detail of the medical evaluation. Coordination of the medical evaluation is essential for reducing duplicative interviewing and utilizing information from the medical evaluation to assure appropriate follow-up, treatment, and referral.

c) Mental Health services are coordinated by the multidisciplinary team for victims and their families.

d) Advocacy services will be provided on-site or as otherwise coordinated by the team throughout the investigation.

3) Agencies participating in current investigations are expected to attend Case Review meetings as scheduled.

4) The role of law enforcement agency is to investigate and determine whether or not a crime has been committed, and to present information to the proper authorities for prosecution.

5) The role of children's protective services is for the protection of children from harm by their parents or others responsible for their care. CPS is responsible for conducting an assessment to determine the degree of risk to the children, to make efforts to ensure their safety, and to provide services for rehabilitation to the family.

6) The role of the prosecutor is to assess the legal aspects of the case in accordance with his/her prosecutorial role.

7) All agencies will be invited and encouraged to attend CAC sponsored training and other appropriate training to enhance their skills.

8) It is expressly understood that each agency will work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule or any regulation, the statute, rule or regulation shall prevail.

9) Collaborating agencies/organizations agree to provide trained professionals with skills in interviewing, assessment, and investigation to handle cases of child abuse.

10) Any conflict or divergence from the protocols and procedures that occur between agencies regarding cases being addressed at the CACs shall be discussed by the designated agency representative and the CAC director. If not resolved, the issue will be taken to the respective CAC's Board for resolution.

11) All personnel participating at the CACs agree to maintain confidentiality of all records and information gathered on all child abuse cases and preserve the privileged nature of said records and information within the bounds allowed by law (NDCC 27-20 and NDCC 50-25.1). They also agree that they will immediately share pertinent case information with the appropriate agency except as prohibited by law; and will provide required reporting information for the NCA Case Tracking Data System. 12) This Interagency Agreement shall be routinely reviewed by the Multidisciplinary Team of each CAC or its Board of Directors. Before any modification to this agreement will be valid, it must be discussed and approved by the three CAC Directors or CAC Boards of Directors or other appropriate governing body

Following the CAC approval of the modification all agencies that have entered into the agreement will be notified of the proposed changes that are relevant to the practices of that agency. If after notifying agencies there are any concerns regarding the proposed changes, a meeting will be scheduled between the concerned agency, the agencies partnering CAC Director, and the ND Chapter Executive Director. The ND Chapter Executive Director will work with the agency and partnering CAC to negotiate an agreeable solution.

13) This Interagency Agreement, setting forth the agreed to guidelines, policies and procedures, may be modified as follows:

- a) To conform to existing or new statutes, rules, regulations, or departmental policies which may conflict with any provisions of these guidelines;
- b) To better meet the needs of families and children in the provision of child abuse related services;
- c) To improve the procedures set forth in these guidelines;
- d) For such other purpose as the parties may agree.

14) As agencies and CACs become parties to this agreement, they agree to follow the guidelines and provisions as outlined in this agreement and the policies and procedures of the CAC to which they are referring a case.

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Jonathan Byers Jonathan Byers

Print Name

Signature

ND Attorney General Aug 31st 2017

Agency

Date

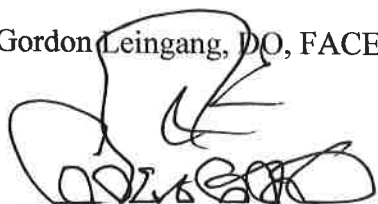
jbyers@nd.gov

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Dr. Gordon Leingang, DO, FACEP, FACOEP



Signature

8.30.17

Agency

Date

CHI-St. Alexius Medical Center, Bismarck

Email Address : dopa@bis.midco.net

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Dennis Meier 

Print Name

Signature

Morton County Soc. Serv.

8/30/17

Agency

Date

dennis.meier@mortoncountysoc.org

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

KYLE L KIRCHMEIER 

Print Name

Signature

MORTON County Sheriff 9/7/17

Agency

Date

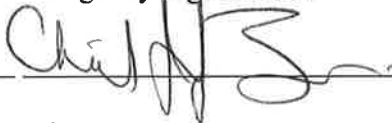
Kyle.KIRCHMEIER@mortonnd.org

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Chief Jason Ziegler



Print Name

Signature

Mandan Police Department

08-24-17

Agency

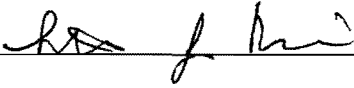
Date

jziegler@mandanpol.com

Email Address

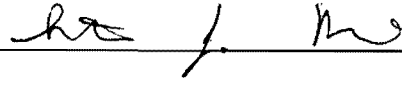
Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Steven J. Reiser 

Print Name

Signature

Dakota Central Social 
Services

Agency

Date

reiser@nd.gov

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

MARINA SPAHR

Print Name

Marina Spahr
Senior Assistant State's Attorney

Signature

Burleigh County State's
Attorney Office

Agency

August 25/17

Date

marispahr@nd.gov

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Kim Osadchuk



Print Name

Signature

Burleigh Co. Social Services

8-30-17

Agency


Date

kosadchuk@nd.gov

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Patrick D. Heinert 

Print Name

Signature

Burlingame County Sheriff's Dept August 31, 2017

Agency

Date

Pheinert@burlingamecounty.com

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

DAN DONLIN 

Print Name

Signature

Bismarck Police Dept. 9-14-17

Agency

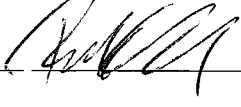
Date

ddonlin@bismarcknd.gov

Email Address

Interagency Agreement Signature Page

I have read, understand and agree to the Interagency Agreement.

Richard Thornton 

Print Name

Signature

FBI 9/7/16

Agency

Date

Email Address