

**MEMORANDUM OF UNDERSTANDING
REGARDING THE
2023-2025 STATE CHILD ABUSE MULTI-DISCIPLINARY INTERVENTION (CAMI)
GRANT PROGRAM**

This Memorandum of Understanding, hereinafter, AGREEMENT, is made and entered into by and between Tillamook County, by and through its Board of Commissioners, hereinafter **County**; City of Tillamook, by and through its City Manager, hereinafter **City**; Tillamook Family Counseling Center, by and through its Director, hereinafter **TFCC**; Adventist Health Tillamook, by and through its CEO, hereinafter **AHT**, Juliette’s House, by and through its President/CEO, hereinafter **JH**, and Tillamook County Child Abuse Multi-Disciplinary Team, by and through its Chair, hereinafter **CAMDT**. County, City, TFCC, and TCAMDT collectively referred to as **Parties**.

RECITALS

PURPOSE

- A. The purpose of this AGREEMENT is to define PARTIES’ responsibilities for the implementation of the 2023-2025 State Child Abuse Multi-Disciplinary Intervention (CAMI) Grant Program.
- B. Parties desire to provide investigators and forensic interview staff with an advanced level of training and expertise in child abuse investigations, enhance coordination, devote additional law enforcement time and resources to child abuse investigations, promote successful prosecution of criminal perpetrators, and provide timely treatment for victims.
- C. County has grant funding pending from the Oregon Department of Justice (DOJ) for implementing the 2023-2025 CAMI Program.
- D. Tillamook County’s Child Abuse Assessment Center is hereby recognized as a program of TFCC. Through the term of this AGREEMENT.
- E. If the aforementioned DOJ grant is awarded, The County will allocate funding to TFCC for implementation of the Duties and Obligations set forth in Section 4 of this AGREEMENT.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, PARTIES agree as follows:

- 1. Rights, Duties, and Obligations of **PARTIES**. PARTIES shall:
 - 1.1 Collaborate to provide services to child victims of abuse and neglect to support healing children and their families.
 - 1.2 Protect each client’s right to confidentiality. All referral and records requests shall be made with non-offending parent/guardian’s written consent via signed releases of information.
 - 1.3
- 2. Rights, Duties, and Obligations of **County**. County shall:

- 2.1 Maintain detectives that are certified forensic interviewers.
 - 2.2 Provide a Designated Medical Professional (DMP)
 - 2.3 Provide interviewers and investigators with required training in compliance with ORS 418.747.
 - 2.4 At the request of TFCC, provide immediate certified forensic interviewers to conduct forensic interviews and investigations associated with reports of abuse and neglect and complete required documentation.
 - 2.5 Follow the TCAMDT protocols for forensic child interviews described in Exhibit A.
 - 2.6 Reimburse TFCC, upon receipt of a quarterly invoice, for services rendered under the terms of this AGREEMENT.
 - 2.7
3. Rights, Duties, and Obligations of **City**. City shall:
 - 3.1 Maintain detectives that are certified forensic interviewers.
 - 3.2 Provide interviewers and investigators with required training that complies with ORS 418.747.
 - 3.3 At the request of TFCC, provide immediate certified forensic interviewers to conduct forensic interviews and investigations associated with reports of abuse and neglect and complete required documentation.
 - 3.4 Follow the TCAMDT protocols for forensic child interviews described in Exhibit A.
4. Rights, Duties, and Obligations of **TFCC**. TFCC shall:
 - 4.1 Provide certified forensic interviews and make recommendations for referrals to additional services for children who are suspected to be victims of abuse. To facilitate service linkage, TFCC shall assist children and families with referrals as appropriate.
 - 4.2 Provide a written report documenting information received in the child interview, any finding of abuse or neglect, service referral recommendations, and any recommendations regarding contact with alleged perpetrator(s) of abuse or neglect.
 - 4.3 Follow the TCAMDT protocols for forensic child interviews described in Exhibit A.
 - 4.4 Ensure that all referrals are made to mental health providers that have demonstrated expertise in providing trauma specific treatment to child abuse victims.
 - 4.5 Participate regularly in the TCAMDT case reviews and case tracking in order to share information and enhance the coordination of care for the child and family.
 - 4.6 Allow a County or City certified forensic interviewer to conduct a forensic interview in the event that TFCC is unable to provide a timely forensic interview or determines it is in the best interest for County or City to do so.
 - 4.7 Reimburse County and/or City, upon receipt of invoice from County and/or City, for any certified forensic interviews provided to TFCC by these agencies. County and/or City reimbursement shall be based on actual hours of work incurred paid at the interviewer's current hourly rate of pay plus benefits.
 - 4.8 Maintain a recording of all compensations made to County and/or City with notations referencing the cases.
 - 4.9 For use by PARTIES for the purposes set forth in this AGREEMENT, continue to provide a minimum four-room office space at the TFCC facility located at 903 Main Avenue, Tillamook, Oregon.
 - 4.10 To employ and maintain a Child Advocacy Center Director.
5. Rights, Duties, and Obligations of **TCAMDT**. TCAMDT shall:

- 5.1 Provide overall collaboration and coordination of child abuse and neglect investigations, as well as provide oversight of peer review of all child abuse investigations.
6. Rights, Duties, and Obligations of **AHT**. AHT shall:
 - 6.1 At the request of the TFCC Director or investigators from the Oregon Department of Human Services, County, and/or City, provide on-call forensic medical assessments conducted by a Designated Medical Professional.
7. Rights, Duties, and Obligations of **JH**. JH shall:
 - 7.1 A child friendly facility for objective, independent abuse assessments of children 0-18 and developmentally delayed adults referred to it for suspected sexual abuse, serious neglect, and exposure to drug endangerment, domestic violence, or traumatic events.
 - 7.2 Medical evaluation for allegations of abuse and/or trauma by specially trained and certified medical providers, in compliance with the Oregon Medical Guidelines and Oregon Department of Justice.
 - 7.3 Medical providers will commit to attending annual continuing medical education courses regarding evaluation and diagnosis of child abuse and neglect.
 - 7.4 Recorded forensic interviews for allegations of abuse and/or trauma by specially trained child interviewers, in compliance with the Oregon Interviewing Guidelines.
 - 7.5 Intake consultation for those wanting to make a referral for abuse assessment.
 - 7.6 Triage and consultation for community partners and community members regarding abuse related concerns.
 - 7.7 Designated Medical Professionals (DMPs) for referral of Karly's Law cases (i.e., children needing assessment within 48 hours and/or medical records and photographs needing review within 72 hours).
 - 7.8 Family Support Team (FST) assessment day support and services for children and their non-offending family members/caregivers.
 - 7.9 FST follow-up services for children and their non-offending family members/caregivers, including referrals to counseling and other community support services.
 - 7.10 Trauma-focused Cognitive Behavioral Therapy (TF-CBT), if needed, via telehealth appointments (in person appointments yet to be discussed).
 - 7.11 Attendance at Tillamook County Multidisciplinary Child Abuse Team (MCAT), Child Fatality Review Team (CFRT), and other related committees or meetings, as needed, via online portal or in-person if requested.
 - 7.12 An internal case tracking mechanism which includes statistical and case information that can be made available to Agency or for CAMI Reporting via online HIPPA compliant cloud that Juliette's House uses.
 - 7.13 CAMI Supplemental Reports and related data to Agency, as requested and in a timely manner.

8. TERMINATION. This AGREEMENT shall terminate:
 - 8.1 Upon the request of any party, after giving the other parties 60 days advance written notice.
9. INDEMNITY. Each party shall include appropriate indemnity clauses in any contracts issued in connection with this AGREEMENT. Such indemnity clauses shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the PARTIES harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out of that party's fault.
10. INSURANCE. Each Party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.
11. GENERAL PROVISIONS.
 - 11.1 MODIFICATION & WAIVER. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.
 - 11.2 ATTORNEYS' FEES. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing Party, unless otherwise specified herein or agreed.
 - 11.3 LEGAL REPRESENTATION. In entering into this AGREEMENT, each Party has relied solely upon the advice of their own attorney. Each Party has had the opportunity to consult with counsel.
 - 11.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
 - 11.4.1 actually delivered if not sent by mail as described below, or
 - 11.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other Party at their last known address.
 - 11.5 LANGUAGE. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
 - 11.6 SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
 - 11.7 JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon, and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the Parties.
 - 11.8 NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.
12. TERM. This term of this AGREEMENT shall be July 1, 2023 through June 30, 2025.

ACKNOWLEDGMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

City of Tillamook

Dated this _____ Day of _____, 2023

Nathan George, City Manager

Adventist Health Tillamook

Dated this _____ Day of _____, 2022

Eric Swanson, President

Tillamook Family Counseling Center

Dated this _____ Day of _____, 2023

Frank Hanna-Williams, LCSW, Director

Juliette’s House

Dated this _____ Day of _____, 2023

Russell Mark, President/CEO

Tillamook County Child Abuse MDT

Dated this _____ Day of _____, 2023

Jeremy S. Dietrich, Chief Deputy DA, Chair

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this 10th Day of _____ May _____, 2023

Aye Nay Abstain/Absent

Erin D. Skaar, Chair

___ ___ ___/___

Mary Faith Bell, Vice-Chair

___ ___ ___/___

David Yamamoto, Commissioner

___ ___ ___/___

City of Tillamook

Dated this _____ Day of _____, 2023

Nathan George, City Manager

Adventist Health Tillamook

Dated this _____ Day of _____, 2022

Eric Swanson, President

Tillamook Family Counseling Center

Dated this _____ Day of _____, 2023

Frank Hanna-Williams, LCSW, Director

Juliette’s House

Dated this _____ Day of _____, 2023

Russell Mark, President/CEO

Tillamook County Child Abuse MDT

Dated this 30 Day of March, 2023



Jeremy S. Dietrich, Chief Deputy DA, Chair

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this _____ Day of _____, 2023

David Yamamoto, Chair

Aye Nay Abstain/Absent
____ ____ ____/____

Erin D. Skaar, Vice-Chair

____ ____ ____/____

Mary Faith Bell, Commissioner

____ ____ ____/____

City of Tillamook

Dated this _____ Day of _____, 2023

Nathan George, City Manager

Adventist Health Tillamook

Dated this _____ Day of _____, 2022

Eric Swanson, President


Tillamook Family Counseling Center

Dated this _____ Day of _____, 2023

Frank Hanna-Williams, LCSW, Director

Juliette's House

Dated this 29th Day of March, 2023



Russell Mark, President/CEO

Tillamook County Child Abuse MDT

Dated this _____ Day of _____, 2023

Jeremy S. Dietrich, Deputy DA II, Chair

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this _____ Day of _____, 2023

Aye Nay Abstain/Absent

David Yamamoto, Chair

___ ___ ___/___

Erin D. Skaar, Vice-Chair

___ ___ ___/___

Mary Faith Bell, Commissioner

___ ___ ___/___

City of Tillamook

Dated this _____ Day of _____, 2023

Nathan George, City Manager

Advertisist Health Tillamook

Dated this 11 Day of APRIL, 2023



Eric Swanson, President

Tillamook Family Counseling Center

Dated this _____ Day of _____, 2023

Frank Hanna-Williams, LCSW, Director

Juliette's House

Dated this _____ Day of _____, 2023

Russell Mark, President/CEO

Tillamook County Child Abuse MDT

Dated this _____ Day of _____, 2023

Jeremy S. Dietrich, Deputy DA II, Chair

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this _____ Day of _____, 2023

Aye Nay Abstain/Absent

David Yamamoto, Chair

— — — / —

Erin D. Skaar, Vice-Chair

— — — / —

Mary Faith Bell, Commissioner

— — — / —

AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

City of Tillamook

Dated this _____ Day of _____, 2023

Nathan George, City Manager

Adventist Health Tillamook

Dated this _____ Day of _____, 2022

Eric Swanson, President

Tillamook Family Counseling Center

Dated this 10th Day of April, 2023

Frank Hanna-Williams
Frank Hanna-Williams, LCSW, Director

Juliette's House

Dated this _____ Day of _____, 2023

Russell Mark, President/CEO

Tillamook County Child Abuse MDT

Dated this _____ Day of _____, 2023

Jeremy S. Dietrich, Deputy DA II, Chair

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Dated this _____ Day of _____, 2023

Aye Nay Abstain/Absent

David Yamamoto, Chair

___ ___ ___/___

Erin D. Skaar, Vice-Chair

___ ___ ___/___

Mary Faith Bell, Commissioner

___ ___ ___/___

EXHIBIT A
TCAMDT PROTOCOLS FOR FORENSIC CHILD INTERVIEWS

- Provide necessary and appropriate child abuse investigators who shall be available to investigate and assist in the prosecution of child abuse crimes in Tillamook County.
- Supervise investigations under respective agency's protocol.
- Devote additional law enforcement time and resources to child abuse investigations.
- Perform initial and follow-up investigations on child abuse cases throughout Tillamook County.
- Ensure investigators are participating members of TCAMDT and Child Fatality Review Team.
- Produce and make available reports in a timely manner and ensure distribution to appropriate agencies in a timely manner. This includes but is not limited to: Department of Human Services and the Tillamook County District Attorney's Office.
- Conduct activities necessary for trial preparation and presentation as requested by the District Attorney's Office.
- Prepare affidavits for search warrant execution for the collection of evidence relevant to child abuse investigations.
- Coordinate hours, time off, vacations, and training activities to ensure that an investigator is available when needed to respond and/or assist with a child forensic interview throughout Tillamook County.