

**CHILD ABUSE INVESTIGATION AGREEMENT
TILLAMOOK COUNTY AND ADVENTIST HEALTH TILLAMOOK
FULFILLMENT OF THE OREGON DEPARTMENT OF JUSTICE AGREEMENT FOR THE PROVISION OF CHILD
ABUSE MEDICAL ASSESSMENTS IN TILLAMOOK COUNTY**

This contract, made and entered into by and between Tillamook County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County" and Adventist Health Tillamook, acting by and through its Board of Directors, hereinafter referred to as "Contractor".

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation pursuant to ORS 418.747; and

WHEREAS, Child Abuse Medical Assessments Services in Tillamook County are currently being provided by Contractor on behalf of its member Child Abuse Assessment Center (CAAC); and

WHEREAS, certain services referenced above are stated in an Intergovernmental Agreement between County and the State of Oregon acting by and through the Department of Justice ("State") through the Child Abuse Multidisciplinary Intervention Teams (CAMI MDT) Grant Agreement.

IT IS AGREED by and between undersigned parties as follows:

1. Time period. This agreement will become effective on July 1, 2023 and end on June 30, 2025 and shall be renewed or terminated pursuant to Section 8 of this agreement.
2. Purpose. Contractor agrees to provide all services provided by County as more specifically defined in Exhibit A to this Agreement, which is incorporated into and becomes part of this Agreement.
3. Confidentiality. County and Contractor acknowledge that, given the sensitive nature of the services provided under this Agreement, the highest possible standards of confidentiality must be upheld at all times.
 - a. Names, birthdates, and other personally identifiable information for people interviewed by Contractor as part of the CAMI grant will not be disclosed outside the bounds of the investigation and/or prosecution of a case.
 - b. Personally identifying information will not be included on invoices by Contractor to the County under the CAMI grant.
4. Representations and Warranties.
 - a. Contractor has the authority to enter into this Agreement.
 - b. Contractor will maintain all licenses required to perform the services included in the Agreement.

- c. Contractor will perform the services included in the agreement in a timely and professional manner.
- 5. Personnel. Contractor shall be solely responsible for employing all employees, contractors, or any other personnel related mechanisms for providing the services intended by this Agreement, including:
 - a. Contractor is solely responsible for payment of any federal, state or local taxes assessed.
 - b. Contractor is responsible for complying with all federal, state and local employment laws.
 - c. Contractor agrees that it shall comply with all federal, state and local laws related to employment of public employees, including state transfer laws.
- 6. Hold Harmless Indemnification. Contractor, as responsible party for providing services, shall be liable during the term of this Agreement and shall indemnify, defend and hold harmless County for any liability due to any act or omission by Contractor or any of the Contractor's employees or contractors for services rendered pursuant to this Agreement. County shall indemnify, defend and hold harmless Contractor for any liability due to an error or omission by County or any of County's employees for services rendered pursuant to this agreement.
- 7. Insurance. During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:
 - a. **Workers Compensation** insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers."
 - b. **Comprehensive General Liability** insurance applicable to the services provided to the County, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
 - c. **Professional Liability** insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.
 - d. **Automobile Liability** insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
 - e. **Notice of Cancellation or Change.** There shall be no cancellation, material change, or reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to the County.
 - f. **Certificates of Insurance.** As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to the County as soon as practicable upon written request by the County. If requested, complete copies of insurance policies shall be provided to the county.
- 8. Integration. This document contains the entire agreement between the parties and supersedes all prior written or verbal discussions or agreements.

9. Attorney Fees. In the event of an action, suit, or proceeding, including appeal therefore, brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs or disbursements for said action, suit, proceeding or appeal.
10. Modifications or Amendments. This Agreement may be modified or amended only by mutual written agreement of the parties, which shall be incorporated into this Agreement.
11. Termination of Agreement. Before June 30, 2025, this Agreement may be extended or terminated by mutual written agreement of the parties. Alternatively, this Agreement may be terminated by either party by providing the other party with a ninety (90) day written notice of intent to terminate. Termination of this Agreement shall not affect existing written agreements unless and until those agreements are terminated. If not previously terminated, this agreement will renew automatically and is contingent upon the availability of funds to County as set forth in Exhibit A to this Agreement.
12. Dispute Resolution. All disputes arising between the parties over the terms or implementations of this Agreement, or any claim by either party to this Agreement for breach or enforcement of this Agreement shall be submitted to a representative of each party for resolution by negotiation. If negotiation fails to resolve the dispute, it shall be submitted first to mediation and then, if unresolved, to arbitration. A mediator shall be selected by agreement of the parties. If the parties are unable to agree upon the selection of a mediator, the dispute shall be submitted to arbitration. In the event of a demand for, or resort to, arbitration, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The award of the arbitrator may be entered for judgement in Circuit Court. The Laws of the State of Oregon shall govern this Agreement and any dispute resulting from interpretation, implementation, or enforcement of this Agreement.
13. Waiver. No Waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
14. Severability. If in any judicial proceeding a court shall refuse to enforce any provision of the Agreement, any unenforceable provision shall be deemed eliminated from this Agreement for the purposes of such proceedings as in necessary to permit the remainder of Agreement to be enforced in such proceedings.
15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

16. Compensation. Contractor will bill County for Child Abuse Medical Assessments services performed by a Designated Medical Professional(s) employed by Contractor as described in Exhibit A of this agreement provided by Contractor under the CAMI grant. If additional reasonable expenses are incurred during a medical exam, those expenses will be billed to the County on the same invoice. The total amount billed by AHT to the County for the Designated Medical Professional under the 2023-2025 CAMI grants shall not exceed \$30,000.
17. Method of Payment. Contractor will submit invoices monthly no later than 30 days after providing services to the County. As of the date of this agreement, Contractor has prepaid funds remaining from earlier CAMI grant cycles. Once those funds have been fully applied to invoices and there is no longer a prepaid balance remaining, the County will make payments to Contractor within twenty (20) working days following receipt of invoice by the County. Fiscal year shall be based on the period July 1st to June 30th.

18. Contractor and County hereby agree to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate.

ADVENTIST HEALTH TILLAMOOK

Dated this 16th day of October, 2023.


Eric Swanson, President

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

Dated this ____ day of _____, 2023.

	Aye	Nay	Abstain/Absent
_____ Erin D. Skaar, Chair	___	___	___/___
_____ Mary Faith Bell, Vice-Chair	___	___	___/___
_____ David Yamamoto, Commissioner	___	___	___/___

ATTEST: Christy Biggs, County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent, County Counsel

EXHIBIT A

Medical Assessment Services to be provided by Contractor under the CAMI MDT Grant

Child Abuse Medical Assessment Services to be provided by Designated Medical Professional(s) employed by Adventist Health Tillamook will be conducted under compliance with the Oregon Medical Guidelines and Oregon Department of Justice.

Medical Assessments are to be conducted in a manner that is legally sound, of a neutral, fact-finding nature, and are coordinated to avoid duplicative assessments.

It is estimated that the Designated Medical Professional employed by Contractor will conduct approximately 150 hours of medical exams services during the 2 years of the grant cycle.