

**AGREEMENT
FOR COMPREHENSIVE FORENSIC INTERVIEWER SERVICES
WITH THE CHILD ABUSE RESPONSE AND EVALUATION CENTER
(CARE CENTER)**

This Agreement for Comprehensive Forensic Interviewer Services ("Service Agreement") by and between the **Child Abuse Response and Evaluation Center (CARE Center)**, hereinafter referred to as "Professional Service Provider," and **The City of Oklahoma City**, a municipal corporation, hereinafter referred to as the "Oklahoma City."

WITNESSETH:

WHEREAS, Oklahoma City is in need of a professional service provider to perform forensic interviews to interview juveniles who are victims of abuse or witnesses of abuse; and

WHEREAS, the Professional Service Provider will be responsible for hiring a qualified forensic interviewer who will conduct unbiased, neutral, non-leading, culturally sensitive, fact-finding forensic interviews with juveniles who allege experiencing abuse or violence or who are witnesses to alleged abuse or violence; and

WHEREAS, a qualified forensic interviewer will improve cooperation by juvenile victims/witnesses in a safe and supportive environment, resulting in a better environment for the juvenile and improved outcomes for law enforcement investigations and prosecutions and ultimately resulting in a lesser impact on the juvenile and a safer community; and

WHEREAS, Professional Service Provider, who has been organized since 1991, is Oklahoma County's only child advocacy center and has the professional staff and available resources to identify, hire, and supervise a forensic interviewer; and

WHEREAS, Professional Service Provider has the CARE Center, a neutral location available for the forensic interviewer to conduct sensitive forensic interviews with juveniles who allege experiencing abuse or violence or who are witnesses to alleged abuse or violence; and

WHEREAS, Professional Service Provider desires to perform such professional services; and

WHEREAS, Professional Service Provider is qualified to perform such professional services.

NOW, THEREFORE, in consideration of the covenants, agreements, and representations as hereinafter set forth, it is mutually agreed by the parties that:

I. AGREEMENT TERM

A. The term of this Service Agreement shall be effective retroactively from July 1, 2024, through June 30, 2025.

B. This Agreement is renewable, at the option of Oklahoma City, twice for additional one-year terms. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the parties.

II. COMPENSATION

A. Oklahoma City shall pay the Professional Service Provider, and Professional Service Provider shall accept from Oklahoma City, as full payment for Professional Service Provider's services hereunder, compensation of sixty thousand dollars (\$60,000) per year to be paid in twelve equal monthly payments during each one-year term for all forensic interviews requested by the Police Chief or his designee on behalf of Oklahoma City.

B. Professional Service Provider will submit monthly invoices to Oklahoma City any time after the first day of the month following the month of service.

III. TERMINATION

A. In the event Professional Service Provider fails to meet the terms and conditions of this Service Agreement or fails to provide services in accordance with this Service Agreement, Oklahoma City may, upon written notice of default to the Professional Service Provider, cancel the Agreement without cost or expense to Oklahoma City.

B. Such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Service Agreement may also be terminated by mutual consent of the parties, with or without cause.

IV. PROFESSIONAL SERVICE PROVIDER RESPONSIBILITIES

A. Professional Service Provider shall recruit, identify, and hire a forensic interviewer who will perform the duties set forth in this Service Agreement and who will act as the liaison between the Professional Service Provider and the Oklahoma City Police Department

B. Professional Service Provider shall ensure that the forensic interviewer has the requisite skills, credentials, experience, and education to satisfactorily complete the requirements of this Service Agreement.

C. The forensic interviewer will report directly to the CARE Center Director of Victim Services. The CARE Center Director of Victim Services will directly supervise the forensic

interviewer.

D. The Professional Service Provider will ensure that the selected Forensic Interviewer meets the minimal requirements established by the attached job description. (Attachment)

V. FORENSIC INTERVIEWER RESPONSIBILITIES

A. The forensic interviewer must maintain strict confidentiality of the information received from the Oklahoma City Police Department. A violation of this confidentiality factor may cause termination of this Service Agreement.

B. The forensic interviewer must agree to participate in and complete a comprehensive background investigation by the Oklahoma City Police Department. The forensic interviewer must be approved by the Police Chief or designee.

C. The forensic interviewer must meet regularly and as requested by the Oklahoma City Police Department personnel designated by the Police Chief or designee to:

1. review work activities,
2. provide the results of investigations,
3. discuss challenges with the interview process and interview goals,
4. provide information and recommendations related to process and goals,
5. establish and implement measures to prevent exasperating any trauma to the juveniles related to the interview process, and
6. examine best practices for conducting forensic interviews with juveniles who have experienced alleged abuse or are witnesses to alleged abuse or violence.

D. The forensic interviewer will:

1. conduct meetings with Oklahoma City Police Department investigators before each forensic interview with a juvenile,
2. conduct interviews of juveniles who allegedly experienced or witnessed abuse or violence,
3. write summaries of each juvenile's testimony as reflected or expressed in each forensic interview, and
4. participate in Multi-Disciplinary Team (MDT) staffing and training of the Oklahoma City Police Department.

- E. The forensic interviewer will:
 - 1. Schedule and conduct forensic interviews with juveniles referred by the Oklahoma City Police Department.
 - 2. Write interview summaries on those resulting in disclosure.
 - 3. Maintain records and monthly logs of interviews conducted by case.
 - 4. Remain up to date on current research in forensic juvenile interviewing.
 - 5. Pursue ongoing training and educational opportunities.
 - 6. Participate in peer reviews with other forensic interviewers including but not limited to observing the interviews, plans and processes of other forensic interviewers and give/receive constructive criticism.
 - 7. Maintain working knowledge of National Children's Alliance accreditation standards, Task Force Protocol, and applicable laws as needed.

F. In addition, the forensic interviewer must comply with all applicable laws related to reporting suspected abuse or violence against juveniles.

G. The forensic interviewer must maintain his/her applicable State licensing and credentials.

VI. GOAL OF SERVICES

A. The Oklahoma City Police Department recognizes that every crime has a victim and many crimes have witnesses whose observations are critical to the criminal justice process. The unique needs of each individual victim and each witness must be addressed before the crime can be satisfactorily solved. By providing a comprehensive forensic interview of alleged crimes involving juvenile victims and juvenile witnesses, the Oklahoma City Police Department desires to positively impact juvenile victims of crime, juvenile witnesses to crimes, law enforcement related to abuse and violence against juveniles, the operations and effectiveness of the Oklahoma City Police Department, and the entire Oklahoma City community.

B. Forensic interviews by a qualified forensic interviewer will increase productivity and effectiveness of the Oklahoma City Police Department through forensic interviewers conducting forensic interviews of juveniles referred by the Oklahoma City Police Department in a setting that is comfortable for the juvenile and in a manner that will yield factual information and withstand the scrutiny of the court.

C. Juvenile victims and witnesses to crimes are more likely to cooperate fully in investigations when feeling safe and supported and will result in more successful prosecutions and a safer community.

VII. STATE AND FEDERAL LAWS

The Professional Service Provider, and selected Forensic Interviewer, must comply with all applicable federal, state and local laws, rules, regulations, and all amendments thereto, with special attention to their responsibilities under State Statutes, without reliance on or direction from Oklahoma City, the Oklahoma City Police Department or the Police Chief.

VIII. GOVERNED LAWS

This Service Agreement will be governed by the laws of the State of Oklahoma

IX. VENUE OF LEGAL ACTION

The State of Oklahoma, District Court of Oklahoma County will be the venue if any legal action is filed to enforce or interpret provisions of this Service Agreement

X. ASSIGNMENT PROHIBITED

The parties agree that the Professional Service Provider may not assign its duties or interest in this Service Agreement without the prior written consent of Oklahoma City.

XI. INDEMNITY

Professional Service Provider hereby agrees to release, defend, indemnify, and save harmless The City of Oklahoma City and its officers, agents, and employees from and against any and all loss of or damage to property, or injury or death of any person or persons, and from and against any claims, damages, suits, costs, etc., in connection with any negligence or wrongful acts of Professional Service Provider or its forensic interviewer in connection with this Service Agreement However, Professional Service Provider shall not be liable hereunder for any loss occurred by the negligence or wrongful acts of The City of Oklahoma City, its officers, agents, or employees.

XII. CONTACT INFORMATION

Contact persons for communication under this agreement are as follows:

CARE CENTER of Oklahoma City, Inc.: The CARE CENTER
Stacy McNeiland 405-236-2100
1405 Ashton Place Oklahoma
City, OK 73117

Oklahoma City Police Department: Oklahoma City Police Department
Police Chief Wade Gourley
700 Colcord Drive
Oklahoma City, OK 73102

XIII. APPROVAL OF INFORMATION RELEASE

No reports, information, or data given to or prepared by the Professional Service Provider under this Service Agreement shall be made available to any individual or organization without prior written approval by the representative of Oklahoma City Police Department designated by the Police Chief.

XIV. REQUESTED INFORMATION

Copies of all information, data, reports and records necessary for carrying out the professional services under this Service Agreement shall be furnished to the forensic interviewer, in accordance with Oklahoma City Police Department procedures, without charge to the Professional Service Provider by the City of Oklahoma City. The Professional Service Provider will be subject to such confidentiality requirements as established by the Oklahoma City Police Department under applicable law.

This Services Agreement was approved by The CARE CENTER, as the Professional Services Provider this 7th day of August, 2024.

By: Stacy McNeiland
Print Name: STACY McNeiland
Title: CEO

STATE OF Oklahoma

COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 7th day of August, 2024

By Stacy McNeiland as CEO of The CARE CENTER., herein the

Professional Services Provider



(Seal)

Traci L Marshall

Notary

My Commission Expires: 02-24-2026

My Commission Number: # 14001894

This Service Agreement was approved by the Council and signed by the Mayor of The City of Oklahoma this

27TH day of AUGUST, 2024.

Attest:

Amy K. Simpson

City Clerk



David Holt

Mayor

Reviewed for form and legality.

[Signature]

Assistant Municipal Counselor



Forensic Interviewer

Summary of Position:

- The Forensic Interviewer is responsible for conducting unbiased, neutral, non-leading, culturally sensitive fact-finding forensic interviews with children who have experienced alleged abuse or are witnesses to alleged abuse or violence. This position conducts pre-staffing meetings with investigators, participates in Multi-Disciplinary Team (MDT) staffing and training, weekly case review, and write summaries for interviews that result in a disclosure. This position reports to the Program Director.

Essential Job Functions:

- Conducts forensic interviews with children referred by law enforcement or child welfare.
- Write interview summaries on those resulting in disclosure.
- Maintains records in NCA trak and monthly log.
- Remain up to date on current research in the field of forensic child interviewing.
- Pursue ongoing training and educational opportunities.
- Participate in peer reviews with other forensic interviewers to observe the work of others and give/receive constructive criticism.
- Schedule interviews for law enforcement or DHS who have an open investigation.
- Maintains working knowledge of accreditation standards of National Children's Alliance, Task Force Protocol, and applicable laws as needed.
- Supports all agency fundraising efforts.

Skills and Abilities:

- Strong verbal and written communication skills.
- Ability to interact with children of all ages and developmental levels.
- Must be able to work under high levels of stress.
- Must be organized and have the ability to multitask.
- Ability to testify regarding interviews and defending interviews in court.
- Must be able to interact with other agencies and departments for accurate resolutions to problems.
- Ability to react and adapt to changing situations appropriately.

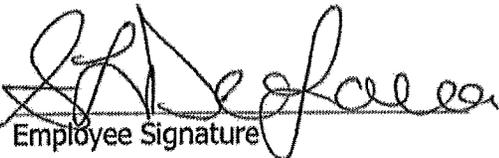
Knowledge, and education requirements:

- Bachelor's degree required. Preferred to have a bachelor's degree in psychology, Sociology, Criminal Justice, or related field.
- Must complete 40 hours of Forensic Interviewer training and successfully complete a written exam.
- Must be available to be on call in rotation.
- Remain up to date on research for forensic interviewing.
- Working knowledge of law enforcement and child welfare systems.
- Participate in peer review for forensic interviews.
- Must be proficient in computer applications.
- Must be able to pass a nationwide background check.

Working Conditions:

- Majority of work will be performed within a climate-controlled office setting with little exposure to excessive noise or dust.

The above is intended to describe the general requirements for the performance of this job and is not to be constructed as an exhaustive statement of essential functions, responsibilities, or requirements.


Employee Signature


Date


Care Center Representative


Date