

MEMORANDUM OF UNDERSTANDING BETWEEN THE ROMAN CATHOLIC BISHOP
OF SPRINGFIELD, A CORPORATION SOLE AND THE OFFICES OF THE DISTRICT
ATTORNEYS OF THE BERKSHIRE, HAMPDEN, AND NORTHWESTERN DISTRICTS

This memorandum of understanding between the Roman Catholic Bishop of Springfield, a Corporation Sole, (hereinafter the Diocese) and the offices of the District Attorneys of the Berkshire, Hampden, and Northwestern Districts sets out an agreement by the Diocese to report, to the appropriate authorities, as set out below, any report of sexual abuse or attempted sexual abuse of a vulnerable person and/or sexual misconduct involving a vulnerable person, of which it becomes aware during the term of this Agreement, by (i) any Roman Catholic priest or other clergy, of whatever order, including women religious, (ii) any official or employee of the Diocese, and/or its agents, including subcontractors of any kind, (iii) any person of legal age volunteering with or otherwise acting under the auspices of the Diocese or subject to the direction or control of the Diocese, or (iv) any other person of legal age employed by, volunteering with, or otherwise acting under the auspices of or subject to the direction and control of any other entity of the Roman Catholic Church within the geographic Diocese of Springfield, Massachusetts.

AGREEMENT

As used in this memorandum, the term "vulnerable person" means a person who is known or believed to be under the age of 18 (i.e. "a child"), or a person between the ages of 18 and 59, inclusive, who is a disabled person as that term is presently defined in Massachusetts General Laws chapter 19C, section 1 (i.e. "a disabled adult"), or a person who is 60 years of age or older (i.e. "an elderly person"). "Vulnerable persons" are persons who are sometimes referred to as "special victims" in the law enforcement community.

For the purposes of this memorandum, the "appropriate authorities" to whom reports will be sent means the District Attorney's Office ("DAO") for the area where the vulnerable person resided and where the reported conduct occurred as best those offices can be determined. The Diocese will send its notice to the DAOs by Certified Mail, Return Receipt Requested, and the date on the receipt will constitute the starting date for the investigatory suspension by the Diocese as described below.

With respect to any such report of sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person of which the Diocese becomes aware by any means, including but not limited to, complaint, report, statement, observation, or allegation, the Diocese agrees to provide forthwith to the appropriate authorities the following information:

1. The name(s), address(es) and other contact information of each victim, or potential victim;

2. The name(s), address(es) and other contact information of the person(s) who reported the sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person;
3. The name(s), address(es) and other contact information of every witness known to the Diocese or its representative(s) pertaining to the complaint, report, statement, observation, or allegation of sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person;
4. The date that the complaint, report, statement, observation, or allegation of sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person was made to the Diocese or its representative(s), and the name and address of the person(s) who received the complaint, report, statement, observation, or allegation of sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person on behalf of the Diocese;
5. The name and address of the attorney, if any, who represents or represented the victim in the victim's dealings with the Diocese or its representative(s);
6. The name and address of the priest, other clergy, official, employee, or volunteer alleged to have committed the sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person;
7. Any summary of the facts of the reported sexual abuse, attempted sexual abuse, and/or sexual misconduct involving a vulnerable person unless such summary or any other documents are protected as a result of the priest penitent and/or spiritual counseling privilege, the attorney client privilege, or information pertaining to psychological counseling;
 - a. Any document which would otherwise be produced pursuant to this Agreement but which is not produced because the Diocese claims it is protected by one or more privileges shall be identified by the Diocese by providing its date, if any, the names of any known author(s), originator(s) and recipient(s), and stating the type of document [e.g. letter, email, memorandum, etc.] and the privilege(s) claimed by the Diocese.
8. All parties agree that the present intake form of the Diocese, attached hereto and made a part hereof as Exhibit 1, complies with all the notice requirements outlined in paragraphs 1 – 7 above. The Diocese has also added to its intake form, Exhibit 1, a statement to be communicated to every caller that they can and should report their situation directly to law enforcement, and the Diocese will give them the contact number for their local District Attorney's Office Sexual Abuse Unit if they wish. Each District Attorney shall supply the Diocese with the appropriate contact number and any changes. Further all parties agree the Diocese shall provide the agents of the District Attorneys voluntarily with any additional information it possesses reasonably requested by them to facilitate any further investigation, including at the request of a DAO the assignment cards for the

alleged or suspected perpetrator priests or clerics or similar assignment information for alleged or suspected perpetrators who are not clerics.

The intent of this memorandum is to provide at least for the reporting of conduct of the kind which would generate a mandatory report pursuant to M.G.L. c.119, §51A, c.19C, §10, or c.19A, §15 if those statutes had been in effect at the time of the conduct and would have applied in the circumstances. The parties recognize that the Diocese may not learn about such events until some appreciable time after they occur and at a time after an alleged or suspected perpetrator has died or when the perpetrator cannot be reliably identified or when the Diocese does not have all the information expected to be reported pursuant to this memorandum. It is the intent of the parties that in those circumstances the Diocese will report the information that it has available to the DAO for the area where the vulnerable person resided and where the reported conduct occurred as best those offices can be determined.

The Diocese confirms that it is aware of the reporting obligations under the statutes referred to above and has taken steps to educate its personnel about those requirements. In addition to its reporting pursuant to this memorandum, the Diocese will also comply with its reporting obligations under those statutes.

In cases where it appears that there may be potential prosecution, it has been the policy of the Diocese of Springfield to suspend its investigation of reported abuse for a period of time in order to avoid interference with investigation by the appropriate civil authorities. However, the obligations of the Diocese under the Charter for the Protection of Children and Young People (revised January, 2018), promulgated by the United States Conference of Catholic Bishops and the Essential Norms for Diocesan Policies Dealing With Allegations of Sexual Abuse of Minors require the Diocese to investigate allegations of sexual abuse. As part of this Memorandum of Understanding, the Diocese agrees that it will suspend its investigation of such cases for up to 90 (ninety) days after the allegation is reported to the civil authorities, absent unusual circumstances and a written request by the civil authorities justifying a longer suspension. The DAOs agree that they will notify the Diocese before the end of the suspension period if there is no further need for the Diocese to continue the suspension of its investigation.

Finally, the Diocese agrees to continue its past practice of neither imposing nor seeking to impose on any victim of reported sexual abuse, attempted sexual abuse, and/or sexual misconduct any type of confidentiality agreement, to notify any such victim of the existence of this disclosure agreement, and to encourage victims of reported sexual abuse to report the abuse to the appropriate civil and law enforcement authorities.

For the purposes of giving notice or coordinating or following-up on the provision of information as set forth in this memorandum, the parties designate the following representatives as their respective contact person(s). The parties agree to notify each other in writing of any change in the designated contact person or said person's contact information.

For the Diocese:

Jeffrey J. Trant, Director
Office of Safe Environment and Victim Assistance
Diocese of Springfield, Massachusetts
65 Elliott Street, P.O.Box 1730
Springfield, MA 01102-1730
TEL: (413) 452-0624
FAX: (413) 452-0678
j.trant@diospringfield.org

with a copy to

John J. Egan, Esq. and/or Kevin D. Withers, Esq.
Egan, Flanagan and Cohen, P.C.
67 Market Street, P.O.Box 9035
Springfield, MA 01102-9035
TEL: (413) 737-0260
FAX: (413) 737-0121
jje@efclaw.com, kdw@efclaw.com

For the Offices of the District Attorneys:

Anthony D. Gulluni, District Attorney
Hampden County District Attorney's Office
50 State Street
Springfield, MA 01102
TEL: (413) 747-1000
FAX: (413) 781-4745

Andrea Harrington, District Attorney
Berkshire County District Attorney's Office
7 North Street, P.O.Box 1969
Pittsfield, MA 01202
TEL: (413) 443-5951
FAX: (413) 499-6349


David E. Sullivan, District Attorney
Northwestern District Attorney's Office
One Gleason Plaza
Northampton, MA 01060
TEL: (413) 586-9225
FAX: (413) 584-3635

EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

The provisions of this Memorandum of Understanding shall be effective between the Diocese and each DAO as of the date it has been signed by the Bishop of the Diocese and the particular District Attorney, and shall remain in full force and effect between the Diocese and each DAO until June 30, 2024 or until it is amended by agreement or rescinded by the withdrawal of a party. Any party may withdraw from this Agreement only by giving all other parties ninety (90) days of advance notice in writing. Any amendment of this Agreement shall be in writing and signed by the then current Bishop and the respective District Attorneys.

The Parties recognize that there are religious orders, institutes, communities and other organizations which are part of the universal Catholic Church that conduct operations within the geographic confines of the Diocese that are independent of the Diocese and not subject to its direction or control (the "independent organizations"). As provided above, if the Diocese receives from any source a report of sexual abuse or attempted sexual abuse of a vulnerable person and or sexual misconduct involving a vulnerable person by the agents, servants, employees, contractors or volunteers of an independent organization, the Diocese will notify the appropriate DAO of such report. In addition, the Diocese agrees to advise the independent organizations of the terms of this Agreement, to request that the independent organizations provide the Diocese with a copy of reports that they receive concerning the subject matter of this Agreement, to recommend and encourage the independent organizations to adopt and follow the procedures set forth herein with respect to such incidents and, to the extent possible, the Diocese will work to convene meetings or other contacts between the independent organizations and the DAOs to enter into separate agreements, or amendments of or addendums to this Agreement, for the purpose of developing uniform and standardized procedures for reporting and investigating such incidents that are reported to have occurred within the geographic confines of the Diocese of Springfield.

FOR THE ROMAN CATHOLIC BISHOP OF SPRINGFIELD, A CORPORATION SOLE:


MITCHELL T. ROZANSKI, D.D.
Its Present Bishop

4/28/2020
Date


JOHN J. EGAN, ESQ.
Counsel for the Roman Catholic Bishop of Springfield,
a Corporation Sole

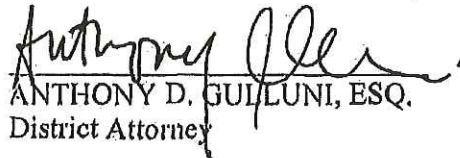
4/28/2020
Date

FOR THE OFFICE OF THE DISTRICT ATTORNEY FOR THE BERKSHIRE DISTRICT:


ANDREA HARRINGTON, ESQ.
District Attorney

4/23/2020
Date

FOR THE OFFICE OF THE DISTRICT ATTORNEY FOR THE HAMPDEN DISTRICT:


ANTHONY D. GULLUNI, ESQ.
District Attorney

April 16, 2020
Date

FOR THE OFFICE OF THE DISTRICT ATTORNEY FOR THE NORTHWESTERN DISTRICT:


DAVID E. SULLIVAN, ESQ.
District Attorney

April 25, 2020
Date