

## AMENDED INDEPENDENT CONTRACTOR AGREEMENT

Yamhill County District Attorney's Office Multidisciplinary Child Abuse Team  
and  
Juliette's House Child Abuse Intervention Center  
July 2023

The Yamhill County, a political subdivision of the State of Oregon, acting by and through the Yamhill County District Attorney's Office Multidisciplinary Child Abuse Team (herein referred to as **Agency/MDT**) recognizes the need to protect children who are victims of abuse and neglect or at risk for abuse or neglect residing in Yamhill County, and believes it is desirable to establish and maintain a cooperative working relationship with **Juliette's House, an Oregon nonprofit public benefit corporation** (herein referred to as **Contractor/Juliette's House**). This Agreement is entered into by Agency and Contractor, and is effective from July 1, 2023, to June 30, 2025, unless the Agreement is suspended or terminated by either party pursuant to the terms of this Agreement.

### 1. SCOPE OF WORK AND DELIVERABLES

Juliette's House shall provide:

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, physical abuse, serious neglect, and exposure to drug endangerment, domestic violence, or traumatic events.
2. Medical evaluation for allegations of abuse and/or trauma by specially trained and certified physicians and nurse practitioners, in compliance with the Oregon Medical Guidelines and Oregon Department of Justice.
3. Medical practitioners will commit to attending annual continuing education courses regarding evaluation and diagnosis of child abuse and neglect.
4. Recorded forensic interviews for allegations of abuse and/or trauma by specially trained child interviewers, in compliance with the Oregon Interviewing Guidelines.
5. Intake consultation for those wanting to make a referral for abuse assessment.
6. Triage and consultation for community partners and community members regarding abuse related concerns.
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).
8. Family Support Team (FST) assessment day support and services for children and their non-offending family members.
9. FST follow-up services for children and their non-offending family members, including referrals to counseling and other community support services.
10. Meeting space for the Yamhill County Multidisciplinary Child Abuse Team (MCAT), Child Fatality Review Team (CFRT), and other related committees or meetings, as needed.

Independent Contractor Agreement  
Agency/ MDT and Contractor/Juliette's House  
Update 01/2024

11. An internal case tracking mechanism which includes statistical and case information that can be made available to Agency or for CAMI Reporting.
12. CAMI Supplemental Reports and related data to Agency, as requested and in a timely manner.

Guidelines for referral of child abuse cases to Juliette's House and screening by Juliette's House were developed in cooperation with MDT members from DHS Child Protective Services, law enforcement and the District Attorney's Office. Referrals shall be scheduled for assessments during regular business hours. Juliette's House schedules appointments for assessment in as timely a manner as possible. Efforts are made to schedule at a time convenient to all parties. Investigating agencies and families should provide relevant information prior to the assessment to assist in the evaluation. Juliette's House staff coordinates and ensures all reports and relevant information are collected. Juliette's House may collect any client insurance coverage for services received at Juliette's House.

Juliette's House shall provide for review an Evaluation Report of the assessment to the law enforcement investigator and child protective services worker assigned to the case. The Evaluation Report contains a detailed summary of the examination, an impression as to the likely validity/invalidity of the alleged abuse, and a statement of the facts of the interview. Recommendations for further investigation, medical follow-up, and treatment may also be included.

For upcoming court activity, an Evaluation Report and/or DVD of the assessment will be produced upon receipt of a signed Protective Order and subpoena from the assigned Assistant District Attorney. Juliette's House staff makes every effort to provide the Evaluation Report promptly, with sufficient notice. If a personal court appearance is necessary, the Juliette's House medical examiner or interviewer may appear if subpoenaed.

## **2. COMPENSATION**

MDT agrees to utilize Juliette's House services in good faith and to include Juliette's House in its Child Abuse Multi-Disciplinary Intervention (CAMI) plan. A maximum compensation not to exceed \$245,000.00 for the term of this Agreement will be paid to Contractor. Agency shall disburse CAMI funds to Contractor on a quarterly basis, within 60 days of submission by Contractor of any required reports or other documentation. Notwithstanding the above, Juliette's House acknowledges and agrees that, (i) Juliette's House services are to be paid only by CAMI funds received by MDT, and (ii) in the event MDT does not receive CAMI funds, Juliette's House will not be paid for its services under this Agreement unless and until such time as MDT has received sufficient CAMI funds and such CAMI funds are available for disbursement.

## **3. INDEPENDENT CONTACTOR RELATIONSHIP**

This Agreement does not create an employer/employee relationship between Juliette's House and Agency. Contractor is not entitled to any Agency benefits. Agency is not liable for taxes, Workers Compensation, unemployment insurance, FICA, Social Security, withholding tax, etc. for or on behalf of Contractor.

## **4. INDEMNIFICATION**

Contractor shall defend, save, hold harmless, and indemnify the Agency, State of Oregon and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.

*Independent Contractor Agreement*  
Agency/ MDT and Contractor/Juliette's House  
Update 01/2024

## **5. CONFIDENTIALITY**

Contractor is responsible for adhering to the Agency's confidentiality policy.

## **6. TERMINATION, DAMAGES AND REMEDIES**

This Agreement can be terminated by mutual consent with 60 days' written notice to the other party. Agency and Contractor shall have all remedies available to it at law and in equity. Should the Agreement be terminated, Agency shall pay to Contractor any compensation due up to the date of termination of the Agreement. Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of the total compensation payable under this agreement.

## **7. INSURANCE**

Contractor shall obtain and maintain at least the minimum insurance required by Oregon law, including but not limited to Workers Compensation, Commercial General Liability, Professional Liability, and Auto Liability. The State of Oregon shall be listed as an Additional Insured on the above insurance policies.

## **8. AMENDMENTS**

This Agreement is the entire Agreement and cannot be amended, changed, or supplemented in any way except by written Amendment signed by both parties.

## **9. TERM AND RENEWAL**

This Agreement shall be effective commencing on July 1, 2023, and ending on June 30, 2025, may be reviewed annually by both parties, and may be renewed in whole or in part by mutual consent in writing of both parties, unless the Agreement is suspended or terminated prior to the termination date.

## **10. REPRESENTATIONS AND WARRANTIES**

Contractor and Agency have the authority to enter into this Agreement. Contractor will perform services in a timely, professional, and workmanlike manner and shall maintain any required license(s).

## **11. AUTHORIZED REPRESENTATIVES**

The following are authorized to act on behalf of Agency and Contractor. Contractor is, to the best of its knowledge, not in violation of any Oregon tax or other laws. Contractor and Agency are bound by and will comply with all requirements, terms and conditions contained in this Agreement.

## **12. REGULATIONS AND DUTIES; COMPLIANCE WITH LAWS**

Agency and Contractor shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to Contractor's performance of services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to (i) applicable requirements in Agency's agreement with the Oregon Department of Justice CAMI Grant Agreement for the 2023-2025 biennium, (ii) ORS Chapter 659A.142, 659A.145, 659A.400 to 659A.409, (iii) ORS 279B.200 through 279B.270, (iv) Article XI, Section 10, of the Oregon Constitution, and (v) all regulations and administrative rules established pursuant to those laws. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.

Independent Contractor Agreement  
Agency/ MDT and Contractor/Juliette's House  
Update 01/2024

Contractor agrees that Contractor has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

### **13. RECORDS, ACCESS TO RECORDS; RECORDS RETENTION**

Contractor shall maintain proper and complete records, including fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles and generally accepted governmental auditing standards. Contractor agrees that such records shall be open for inspection or copying by Agency or their duly authorized representatives at any reasonable time during the term of this Agreement. Contractor agrees to retain such records and documents for a period of six years, or such longer period as may be prescribed for records and documents by the state archivist following the termination of this Agreement.

### **14. NONDISCRIMINATION**

Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or other category protected by Oregon or federal law suffer discrimination in the performance of this Agreement when employed by Contractor.

### **15. GOVERNNG LAW; JURISDICTION; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, collectively "claim", between Agency and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive any termination of this Agreement.

### **16. SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

### **17. ATTORNEY FEES AND COSTS**

In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

### **18. COUNTERPARTS**

This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Independent Contractor Agreement  
Agency/ MDT and Contractor/ Juliette's House  
Update 01/2024

19. ENTIRE AGREEMENT

This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

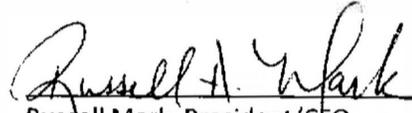
DONE the last date set forth adjacent to the signatures of the parties below.

**AGENCY/MDT**

  
\_\_\_\_\_  
Bradley A. Berry  
Yamhill County District Attorney

March 28, 2023  
\_\_\_\_\_  
Date

**CONTRACTOR/JULIETTE'S HOUSE**

  
\_\_\_\_\_  
Russell Mark, President/CEO  
Juliette's House Child Abuse Intervention Center

March 28, 2023  
\_\_\_\_\_  
Date

*Independent Contractor Agreement  
Agency/ MDT and Contractor/Juliette's House  
Update 01/2024*

Approved by the Yamhill County Board of  
Commissioners on 1/11/24  
via Board Order 24-07