

**AGREEMENT with NEWBERG SCHOOL DISTRICT
(Behavioral Health Counseling Services – 2024-2025)**

THIS AGREEMENT is made the last date set forth adjacent to the signatures of the parties below by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health & Human Services Department (“County”) and **Newberg School District**, 714 E 6th Street, Newberg, Oregon 97132 (“Contractor”).

RECITALS:

A. Contractor operates K-12 schools within its district. It has requested County to provide a qualified Behavioral Health Specialist at 1.0 FTE to work with students and families as assigned by Contractor. The County is willing to provide the services upon the terms and conditions set forth in this agreement.

B. This agreement is made to identify the respective obligations of County and Contractor in connection with County’s performance of services for Contractor. NOW, THEREFORE,

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

Section 1. Contractor to provide funds for services; maximum cost.

a. Contractor agrees to reimburse County \$72,128.61 for a portion of County costs to pay 1.0 FTE Qualified Behavioral Health Specialist to perform services under this agreement. County will issue nine equal invoices of \$8,014.29 per month beginning September 2024 through May 2025, on or about the last day of the month. Contractor will pay County within 15 days of receipt of the invoice. In no event will total payments by Contractor to reimburse County for services under this subsection exceed \$72,128.61 for the fiscal year 2024-2025.

Section 2. Statement of work under this agreement.

a. County services. County agrees to furnish for the benefit of Contractor 1.0 FTE Behavioral Health Specialist (herein “Employee”) to work with students and families of the Newberg School District to provide services generally provided by a qualified behavioral health practitioner. Examples of Employee’s duties are: crisis services; individual, family and group counseling; consultation to teachers and administrators; classroom observations and in-home services. Employee will commence providing services under this agreement about September 3, 2024. County agrees to meet periodically with Contractor to address any issues with performance to ensure proper structure for daily activities and to meet identified school need.

b. Contractor duties. Contractor agrees to provide facilities, reception and clerical support for Employee to meet with children and families assigned by Contractor. Contractor agrees to identify any issues early and regularly communicate feedback to County.

Section 3. Regulations and Duties. The County and Contractor agree to comply with all provisions of federal and state law relating to County's performance of services under this agreement.

Section 4. Independent Contractor; Workers' Compensation. The County is an independent contractor under this agreement. As an independent contractor, County is solely responsible for workers' compensation coverage for its employees in accordance with the Oregon Workers' Compensation law (ORS Chapter 656).

Section 5. Requirements Imposed by Oregon Revised Statutes and Constitution. Pursuant to Oregon law, the parties agree to comply with ORS 279B.200 to 279B.240, 2007 replacement part, and the Oregon Constitution to the extent those provisions apply.

Section 6. Financial Audit. Upon Contractor's request, the County will provide it with a copy of its Financial Audit upon completion of the audit.

Section 7. Assignment. This agreement shall not be assigned by either party without the prior written consent of the other party.

Section 8. Non-discrimination. County agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this agreement when employed by County.

Section 9. 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.

Section 10. HIPAA Compliance. Contractor acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"). County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate/Qualified Service Organization Agreement" which is incorporated herein by this reference. County acknowledges that Contractor is subject to the privacy rule of the Family Education Rights and Privacy Act (FERPA).

Section 11. Duration; Termination; Effective Date.

a. Term. Unless terminated in accordance with subsection (b), the term of this agreement is September 3, 2024, through June 12, 2025.

b. Termination. Either party may terminate this agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 12. Entire Agreement. This agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties. This agreement may be amended only by a written instrument signed by each of the parties.

DONE the dates set forth adjacent to the signatures of the parties below.

NEWBERG SCHOOL DISTRICT

YAMHILL COUNTY, OREGON

By: *Taneal Reed*
(signature)

Date: 08/27/24

APPROVED BY BOARD OF DIRECTORS
08/13

DR. PAUL A. RADICH
(printed name)

DocuSigned by:

Lindsay Berschauer
LINDSAY BERSCHAUER, Chair
Board of Commissioners

Date: 10/4/2024

Signed By:

Lindsey Manfrin
LINDSEY MANFRIN, Director
Health and Human Services Dept.

Title: INTERIM SUPERINTENDENT

APPROVED AS TO FORM BY:

DocuSigned by:

By: *Christian Boenisch*
CHRISTIAN BOENISCH,
County Counsel

**Approved by the BOC on:
10/03/2024**

via Board Order No.:24-306

