

SCHOOL BASED COUNSELING AGREEMENT

COMMUNITY COUNSELING SOLUTIONS AND MORROW COUNTY SCHOOL DISTRICT

This Contract, made and entered into by and between **MORROW COUNTY SCHOOL DISTRICT**, hereby referred to as "MCSD" and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, MCSD desires to provide adequate on site counseling for those students of MCSD in need of said services; and

WHEREAS, Provider has available, or can cause to be made available, the staff required for the performance of said services; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

A. PROVIDER REPRESENTATIONS

1. Provider Services: Provider agrees to perform the following services:

Provide Clinicians to work with school age children up to 104 hours per school week seeing school age students within the MCSD. The provider services shall include, but are not limited to: general counseling, skills training, general prevention, education and outreach services, consultation and referral, participation in meetings, participation at in-services as requested, crisis services when necessary, environmental intervention and case management.

A clinician will provide said services unless a suitable substitute is agreed on by both MCSD and Provider. Such records of services will be considered property of MCSD and as such releases of information are not required between MCSD and Community Counseling Solutions for access to those records. Dedicated hours in which students are not provided services will be directed by MCSD.

Clinicians will physically work in the school on all regular school days, from 7:30 – 4:00 p.m., unless the school day is shorter.

Funds allocated to Morrow County from the state for school based counseling (with the exception of the School Based Health Center Funds that are allocated to Ione School District) will be used to offset the cost of the clinical time. The current amount of state funding is \$203,983/year. CCS will withhold 10% for administrative functions, leaving \$183,585 available.

Provider will invoice MCSD monthly.

2. Non Discrimination: against any person because of age, gender, race, color, creed, national origin marital status, or physical/mental disabilities.
3. Compliance with Regulations: Provider agrees to comply with the rules and regulations set down by MCSD as well as applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Contract.

Independent Contractor: Provider is an Independent Contractor and is not an agent of the MCSD. Provider shall be responsible for any and all claims, demands, suits and causes of action alleging any injury or death, property damage or other claim caused by negligence of Provider, its agents and employees, and arising directly or indirectly from the activities or operations of Provider, its agents or employees, and agrees to hold harmless the MCSD.

4. Liability Insurance: Provider shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, a policy or policies of comprehensive and/or commercial general liability insurance covering bodily injury and property damage, including personal injury coverage and contractual coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000. This coverage is to be in effect during the period covered by this Contract.
5. Workers Compensation Insurance: Provider, its subcontractors and all employers providing work, labor or materials under contract with Provider, shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for their employees. Such coverage as may be required shall include employer's liability coverage of limits not less than \$500,000 per injury or occurrence. Subcontractors and employers who perform the work without the assistance of labor or any employee need not obtain such coverage.

B. PROVIDER COVENANTS

1. Scope of Services: Provider agrees to carry out scope of services identified in Provider Representations.

C. MCSD COVENANTS

1. Amount of Funds: MCSD agrees to compensate Community Counseling Solutions \$240,395 annually, or \$20,032.91 per month for clinical services. The breakout is as follows:

Hours Per School Year

Clinician Hours

North County total hours: 6,536 year

Saige More (Boardman Elementary) works 43 weeks/year: 10 hrs/day x 4 days/week x 43 weeks = 1,720

Audri Garcilazo (Irrigon Elementary) works 43 weeks/year: 10 hrs/day x 4 days/week x 43 weeks = 1,720

Andrea Garcilazo (Riverside Jr/Sr) works 43 weeks/year: 9 hrs/day x 4 days/week x 43 weeks = 1,548

Jose Ortiz (Irrigon Jr/ Sr) works 43 weeks/year: 9 hrs/day x 4 days/week x 43 weeks = 1,548

South County: 1,548

Amy George (Heppner) works 43 weeks/year: 9 hrs/day x 4 days/week x 43 weeks = 1,548 hours/year

Total clinician hours: 8,084

Hourly rate: \$40/hr

Total Cost: \$323,360

Supervisor Hours

Open position: 1,548

Hourly rate: \$65/hr

Total Cost: \$100,620 or \$131,300

Total cost annually: \$423,980

Less State: \$183,585 (admin removed)

TOTAL ADJUSTED AMOUNT: \$240,395

2. Space: MCSD agrees to provide an appropriate space for counseling sessions that maintains consumer confidentiality. Morrow County agrees to provide an individual office (at least 10' x 10') to each clinician.
3. Clinical Records: MCSD understands that although school based counseling records are the property of MCSD, services provided to any student outside of the school are confidential and accessible only through a written authorization to release such information.
4. Payment: MCSD agrees to pay Community Counseling Solutions monthly for services rendered within ten days of invoice receipt.

D. TERMINATION

- 1 Termination: All or part of this Contract may be terminated by mutual consent of both parties with 60 (sixty) days written notice.
- 2 MCSD Termination: MCSD may terminate all or part of the Contract for cause as follows:
 - a. With 60 (sixty) days notice, if Provider fails to provide services, or substantially fails to meet any performance standard as specified in this Contract, or subsequent modifications which may be made to this Contract, within a reasonable the time.
 - b. Upon notice, if MCSD has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
- 3 Time for Remedy: Prior to termination of this Contract, Provider shall be given a reasonable opportunity to defend itself and to gather evidence to refute the allegations against it, and/or to correct the problem within a reasonable time.
- 4 Recovery of Property: Upon termination of this Contract, Provider shall dispose of any property acquired from the MCSD under this Contract in the manner prescribed upon acquisition or in the absence of any such direction, in the manner provided for in Provider's Articles of Incorporation as it relates to non-profit entities.

E. GENERAL PROVISIONS

- 1 Effective Date: This Contract is effective January 1, 2020 and will conclude on June 30, 2020, unless terminated for cause or by either party providing sixty (60) days written notice. The contract will automatically renew on July 1, 2020 and will renew every year thereafter until notice is provided or both parties agree to amend the contract.
- 2 Assignment: No portion of this Contract shall be assigned by Provider without the prior written consent of MCSD, provided, however, that this restriction shall not prevent Provider from contracting with other individuals and corporations as provided for herein.
- 3 Settlement of Disputes: Differences between Provider and MCSD, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Provider's Executive Director will have ultimate responsibility for resolution of disputes among subcontract agencies.
- 4 Attorneys' Fees: In the event any suit or action is filed alleging a breach of any covenant of the Contract herein, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements on account of such suit or action, including any such fees or costs on appeal.
- 5 Indemnification: To the extent that Oregon law allows, the parties hereto mutually agree

to indemnify, defend and hold each other harmless against any and all claims, demands, liabilities, and costs incurred by the other party, including attorney's fees, which are due to the sole and exclusive negligence of the indemnifying party arising out of or in connection with the performance or failure to perform any service pursuant to this Agreement, or any other act of omission in performance of this Agreement.

DONE AND DATED THIS 27 DAY OF Aug 2020.

Community Counseling Solutions, Inc.

MORROW COUNTY SCHOOL
DISTRICT, OR



Kimberly Lindsay, Executive Director



Dirk Dirksen, Superintendent

*This contract not valid unless signed by all parties