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BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 5/9/2022

Contract/Agreement Vendor: Family and Children's Services - Whitney Downie

Name of Vendor & Contact Person

wdownie@fcsok.org

Vendor Email Address

School-Based Therapy Services

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Students

Reason/Audience to benefit

6/9/22

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Leadership Team Member:

Funding Source: N/A
Fund/Project OCAS Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Family and Children's Services providing access to mental health services for students who might otherwise not have access to these supports. There is no cost to the district.

Services will be provided at the following sites: Arrow Springs ECC, Aspen Creek ECC, Creekwood ECC, Park Lane ECC, Lynn Wood, Oak Crest, Rosewood, Spring Creek, Childers, Freshman Academy, BA High School, Options Academy.

Summary

This area must be complete with full explanation of contract

*The Contract/Agreement should be received **at least 2 weeks prior** to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

**LETTER OF AGREEMENT
COUNSELING SERVICES**

This agreement dated 06/06/2022 is entered between BROKEN ARROW PUBLIC SCHOOL DISTRICT NO. 3, hereinafter called "SCHOOL," and Family and Children Services hereafter called "AGENCY." This letter of agreement is for the period of July 1, 2022 through June 30, 2023 and may be renewed annually with consent of both parties. It is provided that either party may terminate this agreement upon thirty (30) days written notice.

The purpose of this agreement is to provide for greater parent/student/teacher access to quality counseling, therapy, and/or mental health services in the Broken Arrow Public School community.

Broken Arrow Schools covered by this agreement include the following school sites:

Arrow Springs ECC	Aspen Creek ECC
Creekwood ECC	Park Lane ECC
Rosewood Elementary	Lynn Wood Elementary
Spring Creek Elementary	Oak Crest Elementary
Ernest Childers Middle School	Broken Arrow Freshman Academy
Broken Arrow High School	Options Academy

BROKEN ARROW PUBLIC SCHOOLS RESPONSIBILITIES

BAPS will provide the following services and/or resources for AGENCY:

- A secure office space for staff with access to additional space as needed for family interviews, group counseling, and individual counseling.
- Reasonable janitorial services and maintenance needs of office/counseling rooms provided.
- Use of a site fax machine, telephone, computer, and copier. Access to the Internet in order to access electronic agency records.
- Furniture (tables, chairs, desks, etc.)
- Access to student records, including academic, attendance, and discipline records upon the written permission of a student's parent/guardian.
- Maintenance of all appropriate special education/Section 504 paperwork.
- Formal academic instructional needs of Broken Arrow Public School students.
- Completion of agency mental health/behavioral referral form and initial contact with parent/guardian.

AGENCY RESPONSIBILITIES

AGENCY will provide the following services and resources at the above listed schools:

- At least one licensed therapist to provide individual and group therapy at all school sites listed above. If a therapist is pending licensure, an AGENCY supervisor will provide supervision for therapist.
- Copies of staff licensing information upon request of BAPS personnel.
- Cleared background checks and drug screenings prior to working in any BAPS school.
- Services five days per week during school hours, unless other arrangements have been approved by the BAPS executive director.
 - The AGENCY may start a new school with a therapist three days a week until referrals increase enough to justify full time hours at the school.
 - Possible part-time basis at early childhood facilities due to lack of referrals to support a full-time position.
- A safer environment and appropriate supervision of students while under the direction of AGENCY personnel.
- School clinical services to include group, individual, and family therapies, classroom observations, student behavior interventions, and parenting classes as required.
- Support during each school day to assist teachers with any crises or stressful events that need intervention (as approved by the site administrator/counselor).
- Staff to serve on education, child study teams, and IEP teams, as requested.
- Home visits/home-based student/family services, when necessary, as long as the home environment is deemed safe for AGENCY representative.
- Free services and assessments for BAPS students and/or families. No student/family will be denied services based on their ability to access Medicaid or third-party insurance.
- All required documentation related to student/family participation in the program (i.e., teacher/parent/guardian feedback, monthly summary of participation counts, progress reports, etc.) to BAPS.
- All required paperwork related to the Medicaid process for student participating in the program.
- Pro-bono services to non-Medicaid eligible students of a ratio at least 10% of the clinician's case load.
- Maintained rooms in appropriate and attractive order.
- Statistical data on services rendered during semester by January 15th and June 15th respectively using the form provided by BAPS.
- Analyses of staff survey of program effectiveness no later than May 1st with subsequent review of data with site principal no later than the last day of school.
- AGENCY will have the option to pursue third-party private insurance when applicable.
- The clinical case record is the property of the AGENCY and will be released with client consent and AGENCY written release of information.

SERVICE FEES

- AGENCY will not bill Broken Arrow Public Schools any fee for services rendered.
- In the event that any student requires a level of care beyond the services available in the above identified program and provided, with the consent and approval of the student's parent(s)/guardian(s), outside of the above identified program, including, but not limited to, inpatient, residential, or other outpatient care. AGENCY may bill the student's parents/guardians, or relevant third-party payer. Furthermore, AGENCY shall advise the parent(s)/guardian(s) in advance that any care agreed to by them outside of the program identified above shall be at their own expense and/or billed to their insurance carrier and/or Medicaid, if applicable.
- AGENCY shall not advise parents/guardians to see reimbursement from BAPS for services authorized by the parent(s)/guardian(s) and provided by AGENCY.
- AGENCY may also provide a referral to an appropriate program/agency that will service clients that AGENCY cannot obtain reimbursement for with the current standards/protocol within AGENCY internal policies.

REPRESENTATION

- BAPS and AGENCY agree to assign specific staff members the primary responsibility for administrative activities related to this agreement, identified herein as:
 - Rachel Kaiser BAPS
 - Whitney Downie FCS
 - Faith Crittenden FCS
- BAPS and AGENCY agree to assign a specific staff member as a site liaison with the primary responsibility of assisting the site principal, BAPS staff, and AGENCY staff with the smooth logistical implementation of the services rendered at each school site.
- AGENCY will not assign its duties and responsibilities under the agreement or subcontract its services under the agreement without the prior written approval of Broken Arrow Public Schools.

INSURANCE

- Prior to commencement of services under this agreement, AGENCY agrees to maintain liability insurance coverage in minimum amounts of Twenty-Five Thousand Dollars (\$25,000.00) for property damage and One Million Dollars (\$1,000,000.00) for bodily injury arising out of any single occurrence. AGENCY shall give at least ten (10) days’ notice to Broken Arrow Public Schools before cancellation of any coverage for any reason. AGENCY agrees to maintain said liability coverage in force during the entire term of this agreement.

HOLD HARMLESS

- It is not the intention of the parties to form a joint venture or partnership hereunder. This agreement shall not be construed to create a contract of employment or an agency relationship. AGENCY at all times functioning as an independent contractor, and in that regard, agrees to hold Broken Arrow Public Schools harmless and free from any and all liability, loss, or damages Broken Arrow Public Schools may suffer as a result of claims, demands, or cost of judgments against it arising out of AGENCY’s operation of this professional services, agreement, and AGENCY agrees to indemnify Broken Arrow Public Schools in reference to any loss. Similarly, Broken Arrow Public Schools will not hold AGENCY responsible for actions of Broken Arrow Public School staff or any student, whether or not approved for the AGENCY program, or parents of any student or any other person over which AGENCY has not supervision or control which result in loss or damages where such action resulting in loss or damages, is unintended, negligent, or intended.
- In event of any disagreement as to the administration of the project, the designated Administrators as referenced in this document will resolve the matter.

BROKEN ARROW PUBLIC SCHOOLS, No. 3

BY: _____
Superintendent

Subscribed and sworn before me the _____ day of _____, 20__.

My commission expires: _____.

Notary Public

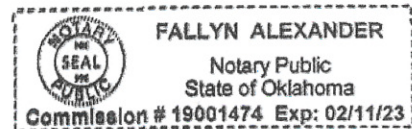
AGENCY: FAMILY AND CHILDREN'S SERVICES, INC.

BY: Gail Lapidus May 12, 2022
Gail Lapidus, CEO

Subscribed and sworn before me the 12th day of MAY, 2022

My commission expires: 02/11/2023.

Fallyn Alexander
Notary Public





FAMI&CH-01

SNAUGLE

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
1/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891
Hub International Mid-America
6100 S. Yale Avenue
Suite 1900
Tulsa, OK 74136

CONTACT NAME:
PHONE (A/C, No, Ext): (918) 359-6000 FAX (A/C, No): (918) 359-6001
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Philadelphia Indemnity Insurance Company 18058

INSURER B : CompSource Mutual Insurance Company 36188

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Family & Children's Services, Inc.
650 S Peoria
Tulsa, OK 74120

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2295532	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2295532	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB775351	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03455809221	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional Liab			PHPK2295532	7/1/2021	7/1/2022	Each Incident Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Human Services Organization Professional Liability - \$3,000,000 Aggregate Limit; \$1,000,000 Each Professional Incident Limit
Sexual or Physical Abuse or Molestation - \$3,000,000 Aggregate Limit; \$1,000,000 Each Abusive Conduct Limit
Professional Liability and Sexual or Physical Abuse or Molestation coverage is also included under the referenced Umbrella policy.

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Elvina