

BROKEN ARROW PUBLIC SCHOOLS
Educating Today R *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 06/10/2024

Contract/Agreement Vendor: CREOKS/ Samantha Bowman

Name of Vendor & Contact Person

Samantha.Bowman@creoks.org

Vendor Email Address

CREOKS Health Services will provide on-call crisis support services for students at all BAPS school sites.

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.

BAPS Students

Reason/Audience to benefit

06/24/2024

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: _____

Cabinet Team Member:

Funding Source:

Fund/Project

OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and CREOKS Health Services providing on-call crisis support services for students experiencing a mental health emergency. Services will be available at all school sites. There is no cost to the District. R. Kaiser

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.*

Memorandum of Understanding

Broken Arrow Public Schools and CREEKS Behavioral Health Services *School-Based Mental Health Program Services*

I. BACKGROUND

Broken Arrow Public Schools, in partnership with our community, is committed to educating, equipping, and empowering students by providing dynamic learning opportunities which enable all to be successful. The school-based mental health (SBMH) program offered through the Broken Arrow Public School District is designed to support student well-being and engage students and family members in mental health services when needed. The program specifically serves students who might not seek these services in clinic settings, or would not have the means of transportation to a clinic setting. It is expected that timely access to services and interface with school pupil services professionals will improve student success.

II. MEMORANDUM OF UNDERSTANDING PURPOSE

The purpose of this Memorandum of Understanding is to describe the responsibilities of each party in the development, implementation, and operation of the SMBH program.

III. PROGRAM PURPOSE

The purpose of the SBMH program is to:

- A. Engage students and family members in mental health services.
- B. Improve accessibility; provide opportunity to timely access to services and treatment.
- C. Maintain workforce productivity, improve school performance, and minimize absences by reducing travel time to and from therapy appointments.
- D. Promote coordinated treatment and services by interfacing with school pupil service professionals to improve student success when there is a written consent to permit exchange of client information.
- E. Reduce and prevent suicide and/or violence against others among school-age children by early identification and intervention.

IV. PARTIES AND REPRESENTATION

This Memorandum of Understanding includes:

- A. Broken Arrow Public Schools, referred to hereafter as “the District,” provides pre-kindergarten through grade 12 educational programming that offers opportunities for students to maximize individual potential. The core values of the District are:
 1. We embrace the responsibility of our calling. Each of us is accountable to serve our students, our district and our community. We do it with honesty, integrity and transparency.
 2. We are passionate about learning. We consistently seek new ways to lead and follow our students into the future.
 3. We are a student-focused, relationship driven school district. We strive to engage our students and community through kindness, compassion and empathy.
 4. We celebrate and find strength in our diversity. It takes people with different ideas, interests and backgrounds to drive our district forward.

- B. CREOKS Behavioral Health Services, referred to hereafter as “the Mental Health Provider (MHP),” is certified by the State of Oklahoma as a Certified Community Behavioral Health Clinic (CCBHC) and capable of billing third party payers for services. The term “Mental Health Provider” also includes direct-service staff such as Therapists, Interns, Care Coordinators, Rehab Specialists, and Behavioral Health Coaches.
- C. The District and Mental Health Provider agree to assign specific employees the primary responsibility for administrative activities related to this agreement, identified herein as:
 - 1. Samantha Bowman, Clinical Dir. of Children’s Services CREOKS Behavioral Health Services
 - 2. Rachel Kaiser, Director of Health Services Broken Arrow Public Schools
- D. The District and Mental Health Provider agree to assign specific employees as supervisor liaisons with the primary responsibility of assisting with the smooth logistical implementation of the services rendered at each school site. These supervisor liaisons will meet monthly to discuss topics including, but not limited to:
 - 1. Roles and responsibilities of the MHP staff and school personnel,
 - 2. Referral process,
 - 3. Space for conducting confidential therapy appointments,
 - 4. Documentation requirements,
 - 5. Communication between therapists and school personnel,
 - 6. Confidentiality issues.
- E. The Mental Health Provider will not assign its duties and responsibilities under this agreement, or subcontract its services under this agreement, without the prior written approval of the district.

V. RESPONSIBILITIES

The Mental Health Provider will:

- A. Maintain a distinction between school personnel and the staff employed by the Mental Health Provider.
- B. Provide at least one qualified, licensed, or licensed-eligible therapist who will provide school-based mental health services at the school site listed below. If a therapist is pending licensure, the Mental Health Provider will provide supervision for the therapist. The Mental Health Provider will assign dedicated staff to the program in order to provide consistency in therapy and build relationships with students, parents, teachers, and other school personnel.
 - 1. Arrowhead Elementary
 - 2. Broken Arrow Freshman Academy
 - 3. Broken Arrow High School
 - 4. Broken Arrow Vanguard Academy
 - 5. Highland Park Elementary
 - 6. Liberty Elementary
 - 7. Oneta Ridge Middle School
 - 8. Rhoades Elementary
 - 9. Sequoyah Middle School
 - 10. Timber Ridge Elementary
 - 11. Vandever Elementary

- C. In an effort to support workforce development, both the District and Mental Health Provider are supportive of providing supervised intern experiences. The Mental Health Provider will ensure that interns are appropriately supervised.
- D. Provide copies of staff licensing/certification information to District personnel upon request.
- E. Provide documentation, upon request, of cleared background checks and drug screenings for all MHP staff prior to working in any schools in the district.
- F. Develop and adhere to additional policies and procedures in collaboration with district officials specific to the delivery of services in the school setting. These policies and procedures should address, but aren't limited to:
 - 1. Appropriate staffing levels, onboarding, and offboarding;
 - 2. Usage of district facilities;
 - 3. Work hours;
 - 4. Reporting absences due to illness, agency training, and/or meetings;
 - 5. Adherence to school rules, including participation in emergency drills and procedures;
 - 6. Safe and appropriate supervision of students during sessions;
 - 7. Provision of services in accordance with codes of ethics and district policies;
 - 8. Coordinated response protocols for violent student outbursts, child abuse/neglect, threats of self-harm or harm to others, including communication with school staff and law enforcement;
 - 9. Solicitation of services; and
 - 10. Management of disagreements between Mental Health Provider and District staff.
- G. Ensure MHP staff assigned to work within the district attend an orientation meeting facilitated by District personnel within two weeks of reporting to the District.
- H. Collaborate with the school staff to develop a therapy schedule that excuses students from class in order to attend therapy appointments and also minimizes the impact of missed class time on overall school success.
- I. Provide school-based mental health services which include, but aren't limited to the following core services:
 - 1. Referral response and documentation within agreed-upon timeframe
 - 2. Intake assessment
 - 3. Treatment (individual, group, and family)
 - 4. Referrals to psychiatrists, primary care physicians, or other provider organizations as needed
- J. Provide school-based mental health services to non-Medicaid eligible students, regardless of their ability to pay.
- K. Refrain from soliciting therapeutic services directly to students and will instead collaborate with school staff to ensure all referrals follow the protocol set forth by the District.
- L. Provide consistent, school-based services on school property, during school hours, according to an agreed-upon schedule (dates and time frame) for each assigned school site. Services under this agreement will extend for the duration of the school year. Services provided during breaks and the summer months which are billable under this contract will be mutually agreed upon by both parties.

- M. Provide crisis incident mental health support (e.g., student or staff deaths, etc.) as needed and within incident-specific agreed upon parameters. Response may be required at various school sites and outside of the normal work week/hours.
- N. Ensure that communication of any confidential information between the Mental Health Provider and the District is done only with consent or as otherwise authorized in statute. Clinical records created by the Mental Health Provider are the property of the Mental Health Provider. Pupil records of students receiving services as part of the school-based program are in the custody of the school. Access to records or information is via properly created and executed releases of information or as otherwise authorized in the law, consistent with the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act (FERPA).
- O. Coordinate care with school personnel through a variety of means which will include:
 - 1. Monthly collaboration meetings between MHP staff, school counselors, and/or principals.
 - 2. Sharing of information between the Mental Health Provider and District, with informed parent/guardian consent, regarding students being served in the program, including mental health assessments, treatment plans, crisis/safety plans, academic, attendance, and discipline records in an effort to inform and support the mission to help students succeed.
 - 3. Attendance as part of student-intervention, 504, and IEP team meetings upon request.
- P. Provide home-based student and family services, when necessary, and when the home environment is deemed safe and conducive to such support.
- Q. Work cooperatively with other embedded mental health providers to conduct warm transitions and ensure continuity of care for students and families when the need arises.
- R. Collaborate with the District to create and review semester and annual reports including statistical data regarding services rendered and parental and staff feedback. These reports will not include identifying information about specific students or families. Fall semester data will be shared by January 15th and spring semester data will be shared by June 15th.
- S. In the event that there are concerns involving the Mental Health Provider's personnel and the concerns are not resolved within thirty (30) days, the Mental Health Provider will, upon written request by the District, take appropriate action which could include reassignment outside the district .

The District will:

- A. Maintain a distinction between District and school personnel and the staff employed by the Mental Health Provider.
- B. Provide physical space within the designated schools which is conducive to the confidential nature of mental health services.
- C. Provide use of a computer, phone, copier and fax machine as well as access to the internet in order to facilitate therapy services for students.
- D. Provide reasonable janitorial services for and maintenance of the therapy spaces.

- E. Develop and adhere to additional policies and procedures in collaboration with the Mental Health Provider specific to the delivery of services in the school setting. These policies and procedures should address, but aren't limited to:
1. Appropriate staffing levels, onboarding, and offboarding;
 2. Usage of district facilities;
 3. Work hours;
 4. Reporting absences due to illness, agency training, and/or meetings;
 5. Adherence to school rules, including participation in emergency drills and procedures;
 6. Safe and appropriate supervision of students during therapy sessions;
 7. Provision of services in accordance with codes of ethics and district policies;
 8. Coordinated response protocols for violent student outbursts, child abuse/neglect, threats to self or others, including communication with school staff and law enforcement;
 9. Solicitation of services; and
 10. Management of disagreements between Mental Health Provider and District staff.
- F. Ensure that communication of any confidential information between the Mental Health Provider and the District is done only with consent or as otherwise authorized in statute. Clinical records created by the Mental Health Provider are the property of the Mental Health Provider. Pupil records of students receiving services as part of the school-based program are in the custody of the school. Access to records or information is via properly created and executed releases of information or as otherwise authorized in the law, consistent with the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act (FERPA).
- G. Submit referrals for mental health services that originate either from the parent/guardian or the school after informed consent is obtained from the parent/guardian. The referral shall identify the rationale for the assessment and contact information for the family.
- H. Collaborate with the Mental Health Provider to develop a therapy schedule that excuses students from class in order to attend therapy appointments and also minimizes the impact of missed class time on overall school success.
- I. Coordinate care with the Mental Health Provider through a variety of means which will include:
1. Monthly collaboration meetings between MHP staff, school counselors, and/or principals.
 2. Sharing of information between the Mental Health Provider and District, with informed parent/guardian consent, regarding students being served in the program, including mental health assessments, treatment plans, crisis/safety plans, academic, attendance, and discipline records in an effort to inform and support the mission to help students succeed.
 3. Attendance as part of student-intervention, 504, and IEP team meetings upon request.
- J. Collaborate with the Mental Health Provider to create and review semester and annual reports including statistical data regarding services rendered and parental and staff feedback. These reports will not include identifying information about specific students or families. Fall semester data will be shared by January 15th and spring semester data will be shared by June 15th.
- K. Promote education on mental health issues for students, families, and staff.

VI. SERVICE FEES

- A. All wages, taxes, benefits and other employment-related expenses and duties associated with the Mental Health Provider are the sole responsibility of the Mental Health Provider.
- B. The Mental Health Provider will not bill the District any fees for services rendered, unless specified in a separate MOU.
- C. The Mental Health Provider will have the option to pursue payment from Medicaid or third-party private insurance under appropriate state and federal laws and regulations, when applicable. The Mental Health Provider shall advise the parent/guardian in advance that any care agreed to shall be provided at their own expense and/or billed to their insurance carrier and/or Medicaid, if applicable.
- D. In the event that any student requires a level of care or services beyond those available through the school-based program, including but not limited to other outpatient care, inpatient, or residential care, the Mental Health Provider will refer to an appropriate program/agency. Furthermore, the Mental Health Provider shall advise the parent/guardian in advance that any care provided by the referred entity shall be at their own expense and/or billed to their insurance carrier and/or Medicaid, if applicable.
- E. The Mental Health Provider shall not advise parents/guardians to seek reimbursement from the district for services authorized by the parents/guardians and provided by the Mental Health Provider.

VII. INDEMNIFICATION AND INSURANCE

- A. Indemnity. 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. The Mental Health Provider, at all times functioning as an independent contractor, and in that regard, agrees to hold the District harmless and free from any and all liability, loss, or damages the District may suffer as a result of claims, demands, or cost of judgments against it arising out of the Mental Health Provider's operation of this professional services agreement and the Mental Health Provider agrees to indemnify the District in reference to any loss. Similarly, the District will not hold the Mental Health Provider responsible for actions of the district's staff or any student, whether or not approved for the Mental Health Provider program, or parents of any student or any other person over which the Mental Health Provider 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, designated Mental Health Provider and District representatives will resolve the matter.

- B. Insurance. Prior to commencement of services under this agreement, the Mental Health Provider 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. The Mental Health Provider shall give at least ten (10) days' notice to the District before cancellation of any coverage for any reason. The Mental Health Provider agrees to maintain said liability coverage in force during the entire term of this agreement.

VIII. MAINTENANCE OF LICENSURE

The Mental Health Provider shall maintain all appropriate licenses required by the State of Oklahoma. If at any point the Mental Health Provider has allowed licensure to lapse, expire, or otherwise become

invalid, or if any other actions or omissions of the Mental Health Provider render them unfit or unable to perform the services, this agreement shall immediately terminate.

IX. TERMS OF AGREEMENT

This agreement will be in effect from 7/1/2024 to 6/30/2025.

X. MEMORANDUM OF UNDERSTANDING MODIFICATIONS AND TERMINATION

- A. This agreement may be modified at any time with the consent of the parties involved. Any one of the parties may terminate this agreement with 30 days written notification to the other party.
- B. Termination may occur if any one of the parties fails to comply with the terms of this agreement with two weeks written notice.

XI. SIGNATURES

School District Representative

Bundi Smith

Mental Health Provider Representative

Date

6/6/2024

Date