

# BROKEN ARROW PUBLIC SCHOOLS

*Educating Today      Leading Tomorrow*



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 9/1/22

Contract/Agreement Vendor:

Family and Children's Services - Gail Lapidus

Name of Vendor & Contact Person

glapidus@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 with No Therapy Pay Source

Reason/Audience to benefit

9/12/22

BOE Date

\$ 8,601.25

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: N/A

Cabinet Team Member:

Funding Source:

11 / 795

Fund/Project

OCAS Coding

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Family and Children's Services.

**Consent**

Broken Arrow Public Schools agrees to utilize federal funds to provide per hour salary costs to therapists who will deliver group counseling services to identified elementary, middle, and high school students.

**Action**

Family + Children: \$ 8,601.25  
Daybreak: \$ 12,570.97

**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.*

# Daybreak Family Services and Family & Children's Services

## LETTER OF AGREEMENT

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This agreement, dated September 2, 2022, is entered between Daybreak Family Services, Family and Children's Services and Broken Arrow Public Schools. This letter of agreement is for the period of September 2022 through May 30, 2023. It is agreed by both parties that Daybreak Family Services and Family & Children's Services will provide school-based counseling and mental health services as listed in this agreement.

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

Pursuant to a grant obtained by the Broken Arrow School District, funds have been made available for counseling services to be offered to students who do not qualify for Medicaid and do not have the financial resources to pay the related fees. The total of the grant funds available is \$21,172.22.

### **Services Provided By Daybreak Family Services And Family & Children's Services**

Both agencies will be allocated funds to provide services for students who are not eligible for Medicaid or do not have the family financial resources to pay for counseling services.

Both agencies will have \$661.63 for each school site where they are providing services. The therapist on site will determine which students can most benefit from the use of these grant funds, in conjunction with the school counselor.

Daybreak Family Services and Family and Children's Services will provide monthly invoices to Broken Arrow Public Schools documenting the services provided on an hourly basis of \$60 per hour/per client.

### **Fees for Program Services**

Fees for the counseling services provided through agreement will be paid by Broken Arrow Public Schools monthly. Broken Arrow Public Schools will provide Daybreak Family Services and Family & Children's Services with invoice procedures for billing.

### **Representation for All Services**

Broken Arrow Public Schools, Daybreak Family Services and Family & Children's Services agree to assign specific staff members the primary responsibility for administrative activities related to this agreement, identified herein as:

- Rachel Kaiser            Broken Arrow Public Schools
- David Peters            Daybreak Family Services
- Whitney Downie        Family & Children's Services

**Insurance**

Prior to the commencement of services under this agreement, Daybreak Family Services and Family & Children's Services agrees to maintain general liability insurance coverage in minimum amounts of Twenty-Five Thousand Dollars (\$25,000.00) for property damage, and Four Million Dollars (\$4,000,000.00) for bodily injury arising out of any single occurrence. Daybreak Family Services and Family & Children's Services also agree to carry Professional Liability insurance in the amount of \$4,000,000. Both agencies shall give at least ten (10) days' notice to Broken Arrow Public Schools before cancellation of any coverage for any reason. Both agencies agree to maintain liability coverage in force during the entire term of this agreement.

**Hold Harmless**

Daybreak Family Services and Family & Children's Services will not hold Broken Arrow Public Schools responsible for actions of each agency's employees or clients, which result in loss or damages whether action is unintended, negligent or intended.

Similarly, Broken Arrow Public Schools will not hold Daybreak Family Services or Family & Children's Services responsible for actions of Broken Arrow Public Schools staff or any student over which both agencies have no supervision or control which results in loss or damages whether such action resulting in loss or damages, is unintended, negligent or intended.

In the event of any disagreement as to the administration of this project, the matter will be resolved by the designated Administrators as referenced in this document.

<p>FAMILY AND CHILDREN'S SERVICES</p> <p><u>Gail Lapidus</u> 09-02-2022 Gail Lapidus, CEO</p> <p>Subscribed and sworn before me this the <u>2</u> day of <u>Sept.</u>, 2022</p> <p><u>Stacey Roggenhoff</u> My Commission expires <u>8/2/24</u> #20009251</p> <p><b>STACEY ROGGENHOFF</b> Notary Public - State of Oklahoma Notary Public Member 20009251 My Commission Expires Aug 2, 2024</p>	<p>DAYBREAK FAMILY SERVICES</p> <p><u>CHRYSTAL MS UPB 9-2-22</u></p> <p>Subscribed and sworn before me this the <u>2nd</u> day of <u>Sept.</u>, 2022</p> <p>My Commission expires: <u>4/21/24</u> #20004291</p> <p><b>IVY LARK GRIFFEY</b> Notary Public in and for STATE OF OKLAHOMA Commission #20004291 Expires: April 21, 2024</p>
<p>BROKEN ARROW PUBLIC SCHOOLS - BOARD</p>	
<p>_____ School Board President</p>	
<p>Subscribed and sworn before me this the _____ day of _____, 2022</p>	
<p>My Commission expires: _____ Notary Public</p>	