

BROKEN ARROW  PUBLIC SCHOOLS
 Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/9/2022

Contract/Agreement Vendor: Daybreak Family Services - David Peters

Name of Vendor & Contact Person

dpeters@daybreakok.com

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

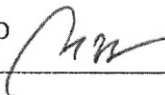
\$ 210,000.00


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 YES 
 If yes, Technology Admin: _____

Leadership Team Member: 

Funding Source: 11 / 722 Oklahoma School Counselor Corps Grant
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Daybreak Family Services to increase access to free mental health services for students in need. Broken Arrow Public Schools agrees to utilize Oklahoma School Counselor Corps Grant funds to provide \$210,000.00 toward a portion of the salaries for seven (7) therapists/behavioral techs.
<p>Summary <small>This area must be complete with full explanation of contract</small></p>	

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 PROVIDED THROUGH COUNSELOR CORPS GRANT FUNDING

This agreement dated 6/6/22 is entered between BROKEN ARROW PUBLIC SCHOOL DISTRICT NO. 3, hereinafter called "SCHOOL," and Daybreak Family 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 by increasing the number of therapists and behavioral health aides through the use of Oklahoma Counselor Corps Grant funds.

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:

- Seven additional therapist or behavioral health aide positions to provide no-cost support services to students in need at assigned school sites. 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.
- A safe 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.

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: DANBRET FAMILY SERVICES
Executive Director

BY: [Signature]

Subscribed and sworn before me the 11th day of May, 2022

My commission expires: August 24th, 2022

[Signature]
Notary Public

REBEKAH TAYLOR
Notary Public - State of Oklahoma
Commission Number 20010196
My Commission Expires Aug 20, 2024



HUB International Limited

6100 S. Yale Avenue Suite 1900
Tulsa, OK 74136
P: (800) 375-8631
F: (918) 747-8619
www.hubinternational.com

September 17, 2021

David LCSW
Daybreak Family Services LLC
1516 S Boston Ave Ste 1
Tulsa, OK 74119

RE: **Coverage Confirmation**
Professional Liability
Policy #: OGLG25505761004
Policy Period: September 17, 2021 to September 17, 2022

Dear David:

This is to confirm that the following coverage has been bound on your behalf:

- General Liability effective September 17, 2021 – ACE American Insurance Company
- Professional Liability effective September 17, 2021 – ACE American Insurance Company

Your policies have been ordered and will be forwarded to you when received and verified for accuracy.

Our promise to you is to provide you with a level of professional service, personal assistance and integrity unmatched by any other insurance agency. In addition to our Risk Management Services, we also offer Professional Claim Services to assist you in the event of any potential loss situation.

We appreciate your business and the confidence you placed in HUB International Limited. Please contact us whenever we can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Darla Foster'.

Darla Foster,
Account Manager



DAYBFAM-01

DFOSTER2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

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: Darla Foster PHONE (A/C, No, Ext): (918) 712-5298 FAX (A/C, No): E-MAIL ADDRESS: darla.foster@hubinternational.com														
INSURED Daybreak Family Services LLC 1516 S Boston Ave Ste 1 Tulsa, OK 74119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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 WVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG25505724004	9/17/2021	9/17/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			OGLG25505761004	9/17/2021	9/17/2022	2,000,000
A	Professional Liab			OGLG25505761004	9/17/2021	9/17/2022	Aggregate Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Daybreak Family Servcies, LLC 1516 S. Boston Ave., Suite 1 Tulsa, OK 74119	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
--	---