

**AGREEMENT BETWEEN THE
TULSA CITY-COUNTY HEALTH DEPARTMENT
AND
BROKEN ARROW PUBLIC SCHOOLS
"IT'S ALL ABOUT KIDS PROGRAM"**

This Agreement ("Agreement") is entered into between the Tulsa City-County Health Department, a political subdivision of the State of Oklahoma, referred to herein as "TCCHD," and Broken Arrow Public Schools, a political subdivision of the State of Oklahoma, referred to herein as "School."

1. **Agreement Purpose.** The purpose of the Agreement is to implement the "It's All About Kids Program," referred to herein as "Program," in an elementary and intermediate school for the comprehensive school health program. The Program is for Kindergarten through grade 6 elementary school students to improve overall health and academic achievement of Tulsa County school-aged children in collaboration with students, parents, schools, and the community by aligning learning and health through comprehensive nutrition and health education. TCCHD will also provide technical assistance and/or professional development trainings to other schools in the district to offer information on health promotion and wellness as it relates to the Whole School, Whole Community, Whole Child Model.
2. **Agreement Term.** The Agreement will be performed commencing on July 1, 2021, and ending June 30, 2022.
3. **Program Goals.**
 - a. Program goals include:
 - i. Help students recognize and implement healthy eating patterns in their lifestyles while training parents and school personnel to support the students;
 - ii. Help students engage in regular physical activity; and
 - iii. Improve school attendance and performance and reduce behavioral referrals to the office.
4. **Positions Funded, Assigned.** Subject to receipt of funding, TCCHD will fully fund and provide a School Health Supervisor, Part-time Nurse Consultant, Health Education and Promotion Specialist, and/or additional support staff, who will be employees of TCCHD.
 - a. The Nurse Consultant will work in coordination with the School nurse, and school personnel to ensure that all families eligible for Medicaid are enrolled and are accessing their primary care provider. The Nurse Consultant may assist with other components of the Program, such as, health education offerings, as requested.
 - b. The Health Education and Promotion Specialists and will be available to offer educational information and instruction in preventive healthcare and health promotion to schools in nutrition and exercise. The Health Education and Promotion Specialists and can provide other topics on general health education.
 - c. The School Health Supervisor will work in cooperation with the school to provide support to the school's counselor, nurse/health assistant, or community coordinator/communities in schools coordinator/parent facilitator to assist identified families connect with necessary health services or social services within the community. The School Health Supervisor will also work in coordination with school personnel to ensure that all families eligible for Medicaid are enrolled and are accessing their primary care provider.

- d. Additional job duties include assisting uninsured/underinsured families to identify medical/dental health resources in the community and coordinating programmatic components for the school site. Job descriptions for the School Health Supervisor, Nurse Consultant, Health Education and Promotion Specialist, are attached to and incorporated into this Agreement as Exhibits "A", "B," and "C".
- e. The aforementioned employees will work in all of the elementary schools in the district under the supervision of the schools' principals and TCCHD and, will work with the schools to adopt an appropriate schedule along with alternately attending staff meetings at each school.
- f. Other health professionals, some employed by TCCHD or interns, anticipated to aid in implementation of the Program include dietitians, child development specialists, psychologists, OU nursing students and outreach staff.
- g. The parties acknowledge that the Program, as implemented at each school, may look different due to varying allocations of resources and needs as identified by school principals and staff.
- h. In addition to funding the School Health Supervisor, Health Education and Promotion Specialist, and the Nurse Consultant, TCCHD will also provide program curriculum, program incentives and any other necessary program components.
- i. Expanded learning resources and programming are available if requested.
- j. Staff can provide professional development trainings on various topics such as: Action Based Learning, CATCH Kids Club, School Health Index, Teambuilding, Physical Education, Nutrition, Whole School, Whole Community, Whole Child (WSCC) model and/or other health education topics as requested.

5. **Supervision, Ultimate Control over Positions.** Program activities for which the School Health Supervisor, Health Education and Promotion Specialist, and the Nurse Consultant are responsible for will be coordinated through each school's administration. Program components, including handouts, incentives and presentation materials will be subject to the review and approval of the school.

- a. The Program is based upon the Center for Disease Control's Whole School, Whole Community, Whole Child Model with ten areas of focus including health education, physical education and physical activity, nutrition environment and services, health services, social and emotional climate, counseling, psychological and social services, physical environment, employee wellness, family engagement and community involvement.
 - i. Program development for the nutrition and healthy eating component will be coordinated with the Child Nutrition department at the district.
 - ii. Senior OU College of Nursing and OSU Nutrition students will assist in the delivery of the curriculum and will collaborate further by offering support at the evening parent events.
 - iii. The Health Services component of the Program is designed to ensure access or referral to primary health care services.
 - iv. Provide community resources to address referrals to improve the mental, emotional, and social health of students and families.
 - v. The Health Education component addresses the physical, mental, emotional and social dimensions of health (*i.e.* Life Skills, nutrition, oral health, and fitness information).

- vi. To address the Family Engagement/Community Involvement component, the Program follows an integrated school, parent and community approach for enhancing the health and well-being of students.
 - vii. IAK can participate in a minimum of one parent outreach event where the aforementioned components will be covered so the students can be supported and encouraged at home and throughout the school day, one which may be Literacy and Math nights at the schools throughout the year. The schedule is based on a first come, first served basis.
 - viii. As mentioned previously, various community members, members of the mandated Healthy & Fit Advisory Committee and members of the TCCHD will assist in various aspects of program planning and implementation. Community partners that are involved in school events are subject to approval by the School.
 - ix. Employee wellness will be offered with opportunities to participate in the program to improve their health as well
 - x. The ancillary services of the Program include a variety of services that address the physical, emotional and social conditions that affect the well-being of the students and staff.
 - xi. The IAK Program will be taking photographs and videos for use on its website, social media and presentations to give its audience a visual representation of the IAK Program. Parental consent includes permission to use photographs and video clips of students.
 - xii. If the IAK Program assists school in the development and implementation of an Action Based Learning Lab, School agrees to share unidentified student data with TCCHD.
- b. The School Health Supervisor, the Nurse Consultant and Health Education and Promotion Specialist, will be indirectly supervised by the principals of the elementary schools participating in the extended Program, but subject to the supervision by and reporting to, along with ultimate direction and control of TCCHD's School Health Manager, in the event of conflicting directions.
 - i. TCCHD and School will collaboratively identify additional community resources to enhance the Program, and will be represented jointly in publications.

6. **Responsibilities of School.**

- a. TCCHD is available to participate in meetings or programming that have a direct impact on program offerings.
- b. The "It's All About Kids" program now requires each school within the District wishing to partner with IAK to complete a needs assessment. School agrees to accomplish this between April 1 and September 1 of each year.
- c. School agrees to provide adequate work space for the Program to work independently and as deemed appropriate and similar to other school personnel
- d. Schools will agree to provide aggregate data on test scores, absenteeism rates, behavioral referrals or any other appropriate data to be used for overall evaluation of the Program.

7. **Consent Requirement:** Students or families receiving services from the Program Nurse Consultant or, School Health Supervisor must have parental or guardian consent to participate

in these components of the program. Pursuant to this Agreement, the Provider must ensure that the student's parent or guardian (or another person having legal authority to provide consent on behalf of the student) has provided written consent for the student to participate in the Provider's Program.

8. **Contact Persons.**

a. Designated contact persons for TCCHD include:

Charley Daniel
School Health Manager, It's All About Kids Program
Tulsa City-County Health Department
5635 North Martin Luther King, Jr. Blvd.
Tulsa, OK 74126
Tele: 918/595-4084

b. Designated contact persons for Broken Arrow Public Schools will be the principal at each School.

9. **Evaluation of Program.** Evaluation of Program by TCCHD Health Data & Policy, as requested and as appropriate. School agrees to cooperate with TCCHD by making staff and information available as needed to attain a meaningful evaluation of Program. Evaluation of the Program will be conducted in cooperation with the District. Cross sharing of the data will be accomplished through reporting and publications of the findings. Schools will agree to share Fitness Gram, STAR, other related test scores, and/or data collected from the Action Based Learning (ABL) with TCCHD. Refer to 5a(xii) and 6d above.

10. **Amendments.** Any modifications or amendments to this Agreement shall be in writing, dated and executed by both parties.

11. **Non Discrimination.** The parties agree to the extent applicable to comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, Executive Order 11141, and as supplemented in Department of Labor Regulations (CFR Part 60) certifies that all services are provided without discrimination on the basis of race, color, national origin, creed, sexual orientation, political affiliation, age, sex, ability to pay or handicap. In addition, the parties certify compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.

12. **Relation of the Parties.** It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The parties shall be responsible for acts and omissions to act of their respective officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act.

13. **Confidentiality of Protected Health Information ("PHI").** Both parties agree to abide by the applicable provisions of the Health Insurance Portability and Accountability Act of 1990 ("HIPAA") requirements to:

- not use or further disclose PHI except as permitted in this Agreement or as required by law, and in such cases, disclose only the minimum necessary;
- protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored;
- use appropriate safeguards to prevent use or disclosure of PHI, unless required by law;
- make PHI needed for evaluations and treatments available to Provider; and
- except as otherwise limited in this Agreement, allow Provider to use or disclose PHI to perform the functions, activities and services for or on behalf of the District as specified in this Agreement, provided that such use or disclosure would not violate HIPAA provisions.

BROKEN ARROW PUBLIC SCHOOLS

By: _____
Steve Allen President
Board of Education

Date: 6-7-2021

By: _____

TULSA CITY-COUNTY HEALTH DEPARTMENT

Digitally signed by Reggie Ivey
Ivey
Date: 2021.05.07
12:41:12 -05'00'
By: _____
Reggie Ivey, Chief Operating Officer
Tulsa City-County Health Department

Date: _____

Approved As To Form:
Digitally signed by Chanteau Orr
Chanteau Orr
Date: 2021.05.07 10:27:16
-05'00'
By: _____
Chanteau Orr, Legal Counsel
Tulsa City-County Health Department