

LETTER OF AGREEMENT
COUNSELING SERVICES

This agreement dated _____ 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, 2021 through June 30, 2022 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:

Rhoades Elementary
Aspen Creek Elementary
Arrowhead Elementary
Liberty Elementary
Leisure Park Elementary
Wolf Creek Elementary
Timber Ridge Elementary
Vandever Elementary School
Creekwood Elementary
Highland Park Elementary
Country Lane Primary
Country Lane Intermediate
Centennial Middle School
Oneta Ridge Middle School
Oliver Middle School
Sequoyah Middle School
Freshman Academy
Broken Arrow High School

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.
 - 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 seek 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:
 - Jean Brassfield BAPS
 - David Peters, LCSW Daybreak Family Services
- 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: _____
 Janet Dunlop, Ph. D.

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

My commission expires: _____.

Notary Public

AGENCY: _____

BY: _____

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

My commission expires: _____.

Notary Public

CHUBB® ACE American Insurance Company

Allied Healthcare -
Human Services
Professional Liability
Policy Declarations

(This Policy is issued by the stock insurance company listed above. Herein called "Insurer".)

NOTICE: PLEASE READ YOUR POLICY CAREFULLY. THIS POLICY MAY CONTAIN BOTH CLAIMS MADE AND OCCURRENCE COVERAGES. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.

THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS, GENERAL POLICY PROVISIONS AND THE APPLICABLE PROFESSIONAL LIABILITY COVERAGE PART(S) ATTACHED.

1. Named Insured & Address:	DAYBREAK FAMILY SERVICES LLC 1516 S. BOSTON AVE., STE. 1 TULSA, OK 74119-4029
2. Policy Symbol & Number:	OGL G25505761003
3. Previous Policy Symbol & Number:	OGL G25505761002
4. Producer Firm & Address:	RSG UNDERWRITING MANAGERS, LLC 25 LAKE LOUISE MARIE RD ROCK HILL, NY 12775
5. Producer Code:	Z00018
6. Policy Period - Effective Date:	09/17/2020 12:01 AM Standard Time at the address of the Insured
Expiration Date:	09/17/2021 12:01 AM Standard Time at the address of the Insured
Retroactive Date:	N/A (Applicable to coverage provided on a claims made basis.)
7. Premium:	\$ 11,604 <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Advance
Surcharges:	\$ _____
8. Minimum Earned Premium:	\$ N/A
9. Deductible:	\$ _____

10. Limits of Insurance		Premium:	\$11,604.00
Each Professional Incident Limit:	\$ <u>2,000,000</u>	Policy Fee:	\$200.00
Professional Liability Aggregate Limit:	\$ <u>4,000,000</u>	Total:	\$11,804.00