

BROKEN ARROW PUBLIC SCHOOLS

Educating Today *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 06/10/2024

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Samantha.Bowman@creoks.org

Vendor Email Address

CREOKS Health Services agreement to provide services to students who might otherwise not have access to support.

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:

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 RENEWAL agreement between Broken Arrow Public Schools and CREOKS Health Services providing access to mental health services for students who might otherwise not have access to these supports. Services will be provided at the following sites: Arrowhead Elementary, Broken Arrow Freshman Academy, Broken Arrow High School, Vanguard Academy, Highland Park Elementary, Liberty Elementary, Oneta Ridge Middle School, Rhoades Elementary, Sequoyah Middle School, Timber Ridge Elementary and Vandever Elementary. 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

Mental Health Crisis Response 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. A critical component of the District's school-based mental health (SBMH) program includes crisis intervention and support services.

MEMORANDUM OF UNDERSTANDING PURPOSE

The purpose of this Memorandum of Understanding is to describe the responsibilities of each party in the development of a central "no wrong door" crisis service access system for students experiencing mental health crisis and/or who require additional outpatient services and support (inclusive of appropriate referrals to other school-embedded mental health providers or community-based providers), assist school personnel with being able to identify students at risk for emotional or behavioral health challenges, and promote a safe and positive school environment.

II. PARTNERSHIP PURPOSE

The purpose of establishing this crisis response partnership is to:

- A. Provide mental health and crisis response training to school personnel.
- B. Provide timely access to mental health crisis intervention services to students and guardians.
- C. Prevent and reduce suicide and/or violence against others among school-age children through early identification and intervention.

III. 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. CREEKS 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 Aides.

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. Brian Ormsby, Clinical Director of Crisis Services | CREOKS Behavioral Health Services |
| 3. 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. These supervisor liaisons will meet monthly to discuss topics including, but not limited to:

1. Roles and responsibilities of the MHP crisis response team members and school personnel,
2. Referral process,
3. Space for conducting confidential screenings and assessments,
4. Documentation requirements,
5. Communication between MHP staff 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.

IV. RESPONSIBILITIES

The Mental Health Provider will:

- A. Provide behavioral health training and consultation to support district-wide crisis response planning.
- B. Serve as a centralized access point, in accordance with the District's Mental Health Crisis Protocol, for students and families seeking crisis services and support.
- C. Conduct standardized initial screening and assessments for students needing services.
- D. Work with appropriate school staff and students' legal guardians to ensure coordination of crisis/safety planning and higher levels of care, if needed.
- E. Work cooperatively with other school-embedded mental health providers to conduct warm transitions and ensure continuity of care for students and families when the need arises.
- 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 crisis services 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. 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.

- H. Partner with district staff to review the crisis response protocol and working agreements annually and consider any updates necessary to better meet the needs of students.

The District will:

- A. Ensure students and families are referred to crisis services when needed.
- B. Notify students' legal guardians that a crisis screening is needed and the rationale for why the screening is necessary.
- C. Provide a confidential location where students can receive crisis screening and assessment and use of a computer, phone, copier and fax machine, as well as access to the internet in order to facilitate crisis response services for students.
- D. Work with the Mental Health Provider and students' legal guardians to ensure coordination of higher levels of care.
- E. 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).
- F. 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.
- G. Promote education on mental health issues for students, families, and staff.
- H. Demonstrate "good faith" efforts to improve cross-system collaboration and sustain inter-agency cooperation through in-service training and consultation.
- I. Partner with the Mental Health Provider to review the crisis response protocol and working agreements annually and consider any updates necessary to better meet the needs of students.

V. 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.

VI. 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.

VII. 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.

VIII. TERMS OF AGREEMENT

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

IX. 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.

X. SIGNATURES

School District Representative

Bundi Smith

Mental Health Provider Representative

Date

6/6/2024

Date