

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 08/10/2021

Contract/Agreement Vendor: Mental Health Association Oklahoma  
Name of Vendor & Contact Person  
Cheryl Delk  
Vendor Email Address  
cdelk@mhat.org

Summary

Approve MOU

Reason/Audience to benefit

09/13/2021

BOE Date

N/A

Amount of agreement

Person Submitting Contract/Agreement for Review: Jean Brassfield

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO  
If yes, Technology Admin: NO

Leadership Team Member: [Signature]

Funding Source: N/A  
Fund/Project OCAS Coding

- Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)
- Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

*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

To: Dr. Janet Vinson

From: Jean Brassfield

Date: 08/10/2021

Re: New MOU with Mental Health Association Oklahoma

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### SUBJECT

Accept and approve a NEW Memorandum of Understanding with Mental Health Association Oklahoma

### ENCLOSURES/ATTACHMENTS

Memorandum of Understanding between Mental Health Association Oklahoma and Broken Arrow Public Schools

### SUMMARY

No funds will be transferred to or from either party. Broken Arrow Public Schools and Mental Health Association Oklahoma will collaborate in providing mental health education, screenings, and referrals for students affected by mental health situations as outlined in this agreement. The purpose of the Memorandum of Understanding is to define the working relationship between Broken Arrow Public Schools and Mental Health Association Oklahoma in preparing and responding to requests for mental health education and mental health screenings among 5th – 12th grade students within the School District jurisdiction. Specifically, Vandever Elementary, Sequoyah Middle School, BA Freshman Academy, and other schools as designated by district officials.

### FUNDING

No funds will be transferred to or from either party.

### RECOMMENDATION

Approve

## Memorandum of Understanding

The purpose of the Memorandum of Understanding (MOU) is to define the working relationship between Broken Arrow Public Schools (hereinafter referred to as BAPS) and Mental Health Association Oklahoma (hereinafter referred to as the Association) in preparing and responding to requests for mental health education and mental health screenings among 5th – 12th grade students within the School District jurisdiction. Specifically, Vandever Elementary, Sequoyah Middle School, BA Freshman Academy, and other schools as designated by district officials. Both parties recognize the need for mental health education and mental health screenings when appropriate, referral for further mental health evaluation and treatment for students who, with parental permission, opt to participate in the Association's Youth Mental Health Program and for whom screening indicates a positive result.

### I. Concept of Operations:

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

### II. Mental Health Association Oklahoma:

Founded in 1955, Mental Health Association Oklahoma offers a variety of efforts encompassing housing, recovery, support, outreach, prevention, and education services. The Association's governing body is its Board of Directors, working with the leadership of the Chief Executive Officer and professional staff.

#### The Association's Mission:

Mental Health Association Oklahoma is dedicated to promoting mental health, preventing mental disorders, and achieving victory over mental illness through advocacy, education, research, service, and housing.

### III. Methods of Cooperation

Broken Arrow Public Schools and Mental Health Association Oklahoma will collaborate in providing mental health education, screenings, and referrals for students affected by mental health situations as outlined in this agreement.

To facilitate this collaboration, the organizations have agreed to the following:

#### A. Mutual Support

1. Close liaison will be maintained between BAPS sites and the Association.
2. The parties will participate in joint planning for and delivery of mental health education, mental health screenings, and referral activities among 5th - 12th grade students.
3. No funds will be transferred to or from either party.

#### B. The Association's support of BAPS activities:

1. Provide a brief presentation on mental health education to students in each grade level that will participate and education on mental health screening;
2. Provide a letter for parents including an informed parental consent form for use with students participating in the screening;
3. Provide mental health screening and referral at no cost for 5<sup>th</sup> -12<sup>th</sup> grade students who desire this service and who have parental permission;
4. Provide face-to-face or virtual mental health screening synopsis with each student screened and information regarding the screening to parents of any youth whose screening is positive (indicating the need for further evaluation);
5. Provide support and minimal disruption of the ongoing activities of the learning environment while in district facilities;
6. When screening virtually, provide a HIPAA compliant virtual platform for screening;
7. Provide a final accounting to each school principal concerning the aggregated outcomes of the screening process (number screened, number etc.).

C. BAPS support of the Association:

1. Provide support and coordination to assure that principals and counselors in participating schools collaborate with the Association's representatives in scheduling the mental health education and screening efforts;
2. Provide Association representatives with confidential space for their use while screening participating students; and
3. Assist Association representatives through school counselors coordinating an emergency assessment for any participant who expresses active suicidal ideation in accordance with district policies regarding mental health referrals.

Representatives of BAPS and the Association will, on an annual basis, on or around the anniversary date of this agreement, jointly evaluate the progress in implementing this agreement and develop new plans as appropriate.

**Terms of Memorandum of Understanding**

This shall be effective on August 1, 2021 and shall terminate on July 31, 2022. It is understood by both parties that at any time, this MOU may be terminated by written notification from either party to the other.

1. This MOU does not create a partnership or a joint venture, and neither party has the authority to bind the other. Further the Association affirms that its employees and anyone who will be on District property acting on behalf of the Association in the performance of this agreement shall in no event be entitled to be covered by Workers' Compensation Insurance from the District.
2. The Association agrees to and shall defend, indemnify, and hold the District, its officers,

administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss or expense that are caused by or result from the negligent or intentional acts or omissions of the Association, its officers, agency, employees, or contractors.

3. The Association agrees that, prior to performing any service under this agreement; the Association agrees that it will furnish the district with verification of liability insurance policies. If any of the required insurance policies are cancelled during this school year, the Association must immediately notify the District and cease providing services.
4. The Association's employees and representatives will operate in accordance with applicable federal and state laws and regulations, and District policies, rules, regulations, and applicable guidance.
5. The Association will maintain all records, logs, and documentation, including progress notes, prepared by the Association's employees concerning students and services provided in compliance with the Family Educational Rights and Privacy.
6. The District and the Association agree that student safety is a top priority. The Association agrees that it will not hire any individual to perform services on District property, whether as an officer, agency, employee, or contractor, who had been convicted of a felony within the past 10 years; or at any time has been convicted of, pled guilty or no contest to, a charge involving illegal chemical substances, or a sexual offense. The Association hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Marry Rippy Violent Offender Registration Act. The Association shall submit written proof to the District's assigned liaison that all of the Association's employees providing services on District property have passed background checks including a nationwide criminal check, multi-state offender check, OSBI criminal record check, and a current drug screening prior to their entering District property. All Association employees must have in their possession at all times, a current photo ID which identifies them as an employee of the Association. If, at any time, an Association employee demonstrates actions which are inappropriate or creates a disruption within a school, the site principal may require that the person leave District property and not return without specific permission of the principal.

Broken Arrow Public Schools Mental Health Association Oklahoma

	<i>Selena Stockley</i>		
	Signature		Signature
	Selena Stockley		
	Name		Name
	Chief Administrative Officer		
	Title		Title
	June 30, 2021		
	Date		Date