



MEMORANDUM

To: Mr. Chuck Perry

From: Daylene Thornton

Date: 8/5/2022

Re: NEW Services Agreement with Prader-Willi Syndrome Association

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and the Prader-Willi Syndrome Association (USA) (PWSAUSA) for a 2 hour virtual training and consultation with site staff regarding the need of students with Prader-Willi Syndrome. The cost to the district is \$350.00 and will be paid using local special education funds. - D. Thornton

SUMMARY

PWSAUSA is a national not-for-profit corporation that specializes in the education and training on the care and needs of individuals with Prader-Willi Syndrome. This virtual training will help special education and site staff to better understand and meet the needs of current and/or future students with this diagnosis.

FUNDING

11-152-2213-810-239-1050-000-180

ENCLOSURE/ATTACHMENTS

Services agreement

SERVICES AGREEMENT

Between Prader-Willi Syndrome Association (USA) and Broken Arrow School District

This AGREEMENT is made this 13th day of September, 2022, by and between Prader-Willi Syndrome Association (USA), a national not-for-profit corporation, located at 8588 Potter Park Drive, Suite 500, Sarasota, FL 34238, hereinafter referred to as "PWSA | USA", and Broken Arrow School District 701 S. Main Street, Broken Arrow, OK 74012, hereinafter referred to as "Client."

1. Services to be Provided

Two-hour, virtual Prader-Willi Syndrome training and consultation.

2. Terms of Agreement

2.1 The term of this Agreement shall be for one year, effective on 9/13/2022 and expiring on 9/13/2023.

2.2 Either party hereto may terminate the Agreement with 30 days written notice to the other party.

3. Fees

3.1 Client agrees to pay PWSA (USA) for services (including preparation and consultative time) as follows: \$175 per hour for a two-hour virtual training and consultation.

3.2 In the event that this Agreement is terminated prior to its expiration, Client will be responsible for paying PWSA (USA) for services provided through the date of termination.

3.3 In the event that PWSA (USA) is required to travel in connection with the provision of services hereunder and this Agreement is terminated prior to such travel occurring but after such travel expenses have been incurred, Client will be responsible for reimbursing PWSA (USA) for any non-refundable travel expenses.

3.4 Client will remit payment within 30 days of receipt of invoice to: Prader-Willi Syndrome Association USA, 1032 E Brandon Blvd #4744, Brandon, FL 33511 ATTN: Accounts Receivable.

4. Indemnification

4.1 Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its parents, subsidiaries, affiliates, successors and assigns, and its and their members, directors, officers, employees and agents (each, an "Indemnified Party"), from and against any and all costs, claims, expenses, liabilities, actions, losses, demands, debts, or damages, including but not limited to reasonable attorneys' fees (collectively, "Losses") in connection with claims or potential claims by any third party which arise out of or relate to (i) the Indemnifying Party's gross negligence or willful misconduct in the performance of the Indemnifying Party's obligations under this Agreement; or (ii) the breach or alleged breach of any representation, warranty, or obligation of the Indemnifying Party hereunder.

5. Disclaimer

5.1 The services and information provided by PWSA (USA) under this Agreement are for educational purposes only and are not intended to constitute the provision of medical treatment, advice, or diagnosis or to substitute in any way for medical treatment, advice or diagnosis. The Client should not rely on the services and information provided by PWSA (USA) under this Agreement for any medical decision and should consult with a qualified healthcare professional for specific advice prior to making any medical decision. The Client assumes full responsibility for how the information provided hereunder is used.

6. Authorization for Release of Information

6.1 Client understands that they may be requested to complete an Authorization for the Release of Protected Health Information in order to be provided the service outlined in Section 1.

To evidence the parties' agreement to this Agreement, each party has executed this Agreement on the date stated beneath that party's name.

Prader-Willi Syndrome Association (USA)

Broken Arrow School District

Signature: Signature: *Paige Rward*

Signature: _____

Title: ____ CEO _____

Title: _____

Date: ____ 8/4/22 _____

Date: _____

Staff Offering Training: Kim Tula
Title: Family Support Counselor