

BROKEN ARROW  PUBLIC SCHOOLS  
*Educating Today* *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 5/9/2022

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date

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  YES  NO  
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:

Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Daybreak Family Services providing access to mental health services for students who might otherwise not have access to these supports. There is no cost to the District.

Services will be provided at the following sites: Rhoades, Arrowhead, Liberty, Aspen Creek, Leisure Park, Wolf Creek, Timber Ridge, Vandever, Creekwood, Highland Park, Country Lane Primary and Intermediate, Centennial Middle School, Oneta Ridge Middle School, Oliver Middle School, Sequoyah Middle School, Freshman Academy, BA High School.

**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.*

**LETTER OF AGREEMENT  
COUNSELING SERVICES**

This agreement dated 06/06/2022 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, 2022 through June 30, 2023 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
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.
- A safe 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 15<sup>th</sup> and June 15<sup>th</sup> respectively using the form provided by BAPS.
- Analyses of staff survey of program effectiveness no later than May 1<sup>st</sup> 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 see 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:
  - Rachel Kaiser 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: \_\_\_\_\_  
Superintendent

Subscribed and sworn before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

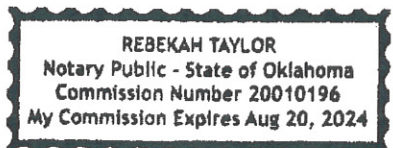
AGENCY: DAYBEAR FAMILY SERVICES  
Executive Director

BY: [Signature]

Subscribed and sworn before me the 11<sup>th</sup> day of May, 2022.

My commission expires: August 24<sup>th</sup>, 2024.

[Signature]  
Notary Public







HUB International Limited

6100 S. Yale Avenue Suite 1900  
Tulsa, OK 74136  
P: (800) 375-8631  
F: (918) 747-8619  
[www.hubinternational.com](http://www.hubinternational.com)

September 17, 2021

David LCSW  
Daybreak Family Services LLC  
1516 S Boston Ave Ste 1  
Tulsa, OK 74119

RE: **Coverage Confirmation**  
Professional Liability  
Policy #: OGLG25505761004  
Policy Period: September 17, 2021 to September 17, 2022

Dear David:

This is to confirm that the following coverage has been bound on your behalf:

- General Liability effective September 17, 2021 – ACE American Insurance Company
- Professional Liability effective September 17, 2021 – ACE American Insurance Company

Your policies have been ordered and will be forwarded to you when received and verified for accuracy.

Our promise to you is to provide you with a level of professional service, personal assistance and integrity unmatched by any other insurance agency. In addition to our Risk Management Services, we also offer Professional Claim Services to assist you in the event of any potential loss situation.

We appreciate your business and the confidence you placed in HUB International Limited. Please contact us whenever we can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Darla Foster".

Darla Foster,  
Account Manager



DAYBFAM-01

DFOSTER2

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: <b>Darla Foster</b>	
	PHONE (A/C, No, Ext): <b>(918) 712-5298</b>	FAX (A/C, No):
E-MAIL ADDRESS: <b>darla.foster@hubinternational.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>ACE American Insurance Company</b>		<b>22667</b>
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

**Daybreak Family Services LLC**  
 1516 S Boston Ave Ste 1  
 Tulsa, OK 74119

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG25505724004	9/17/2021	9/17/2022	EACH OCCURRENCE \$ <b>2,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>2,000,000</b>
							GENERAL AGGREGATE \$ <b>4,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional			OGLG25505761004	9/17/2021	9/17/2022	<b>Each Incident</b> <b>2,000,000</b>
A	Professional Liab			OGLG25505761004	9/17/2021	9/17/2022	<b>Aggregate Limit</b> <b>4,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Daybreak Family Servcies, LLC 1516 S. Boston Ave., Suite 1 Tulsa, OK 74119	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Darla Foster</i>
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