

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 9/24/2024

Contract/Agreement Vendor: Family & Children's Services, Inc. / Adam Andreassen
Name of Vendor & Contact Person

aandreassen@fcsok.org
Vendor Email Address

Case management and outreach services
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.

McKinney-Vento Students
Reason/Audience to benefit

10/14/2024 \$ 22,000.00
BOE Date 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: Jean Brassfield

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

Cabinet Team Member: Karle Doss

Funding Source: Title I/511 511-2120-320-425-0000-000-053
Fund/Project OCAS Coding

Consent

Action

Broken Arrow Public Schools seeks to obtain services from Family & Children's Services for students by way of case management and outreach services to students who qualify for services as the McKinney Vento homeless qualification. Cost is not to exceed \$22,000.00 and will be paid from Title I Homeless funds.

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.

INTERAGENCY AGREEMENT
09/25/2024
Between
FAMILY & CHILDREN'S SERVICES, INC.
and Broken Arrow Public Schools

WHEREAS, Family & Children's Services, Inc. ("FCS"), a non-profit corporation incorporated in the state of Oklahoma, and **Broken Arrow Public Schools** ("BAPS") a public school district in the state of Oklahoma, have come together to develop a cooperative relationship with clients who utilize both organizations.

WHEREAS, BAPS seeks to obtain services from FCS for clients by way of case management and outreach services to Broken Arrow students who qualify for services through the McKinney Vento Homeless Grant.

WHEREAS, FCS desires to perform such Services on the terms and conditions set forth hereafter in this Interagency Agreement ("IA").

THEREFORE, in consideration of the Services described herein and of the mutual benefits and obligations set forth in this IA, FCS and BAPS (individually the "Party" and collectively the "Parties" to this IA) agree as follows:

SECTION 1: Description of Organizations

Family & Children's Services, Inc. FCS is the leading outpatient nonprofit behavioral healthcare organization in Tulsa, Oklahoma, and surrounding communities. As both a Community Mental Health Center and a Certified Community Behavioral Health Clinic, FCS provides integrated and comprehensive mental health care alongside physical health coordination and extensive social services. Through over 70 programs, the agency restores children's well-being, aids victims of abuse, empowers individuals and families, offers hope and recovery for adults grappling with mental health issues and addictions, and steers individuals away from involvement in the criminal justice system. Services are accessible and provided at 85 locations throughout Tulsa via a network of 10 FCS Tulsa office locations, 25 co-located sites throughout the greater Tulsa metropolitan area.

Broken Arrow Public Schools: Since its formation in 1904, Broken Arrow Public Schools has become a dynamic leader in public education. The district resides in an urban-suburban community with nearby agricultural areas and a growing business and industrial base. Serving more than 20,000 students, the district has three early childhood centers (Pre-K), 16 elementary schools (grades K-5), five middle schools (grades 6-8), one freshman academy (ninth grade), one high school (grades 10-12), one options academy, one innovation academy, one Early College Academy and one virtual academy. Broken Arrow High School and the Freshman Academy are fully accredited by the state of Oklahoma and the North Central Association of Secondary

SECTION 2: Responsibilities & Performance of Services of FCS

1. Warrant that all Services provided under this IA shall be performed in a complete and skillful manner by trained, competent, and experienced personnel.
 - a. Ensure Services are provided consisted with evidence-based, client-centered models and practices.
 - b. Immediately notify BAPS of any unscheduled disruption in schedule or availability.
2. Participate in regular partnership meetings to review performance, additional service needs, student needs, and other topics relevant to this IA.
 - a. Abide by BAPS policies and procedures while on premises.
 - b. Provide documentation as required by the district supervisor of the grant.
 - c. Providing case management services to students that are assigned on their caseload.
 - d. Case management services will focus on advocacy, assessment, planning, communication, education, resource management, and service facilitation.

SECTION 3: Responsibilities of BAPS

1. Immediately notify FCS Services of any unscheduled disruption in schedule or availability.
2. Participate in partnership meetings with FCS to review performance, additional service needs, and other topics relevant to this IA.
3. BAPS agrees to reimburse FCS at the rate of \$19.50 per hour for 20 hours of case management services per week. The assigned case manager/social worker(s) will be required to provide documentation of hours worked.

SECTION 4: Performance of Services

1. The manner in which Services are to be performed and specific hours for FCS personnel to be onsite shall be mutually agreed upon by the Parties. FCS will provide a case manager/social worker(s) who are available to provide services for 20 hours per week.
2. Services shall be provided at any Broken Arrow Public School.

SECTION 5: Performance Period & General Conditions

This IA is effective October 14, 2024, and shall terminate on October 13, 2025. Thereafter, this Agreement will automatically renew for successive terms of one (1) year, until this Agreement is terminated upon mutual agreement of both Parties.

1. Any Party may terminate this IA for any reason with thirty (30) days written notice.
 - a. In the event a Party desires to terminate this IA, notice of said election to terminate shall be in writing and delivered to the point of contact for the respective parties per Section 8 herein.

2. Upon termination of this IA, it shall be null, void, and of no further force and effect, and no Party shall have any further rights, duties, or obligations under this IA, and any, and all such relationships between the Parties shall cease and terminate except as otherwise expressly provided in this Agreement, the provisions of which shall remain in full force and effect between the Parties hereto after the termination of this IA, as provided below.

SECTION 6: Relationship of the Parties

1. In providing the Services under this IA it is expressly agreed that FCS is acting as an independent contractor and is not an employee.
2. FCS and BAPS acknowledge that this IA does not create a partnership or joint venture between them and is exclusively a contract for Services.
3. Nothing expressed or implied under this IA is intended to preclude FCS from offering Services, by or through its employees, to any other persons, firms, or entities as FCS shall see fit, subject only to FCS's obligations to provide Services to BAPS as required under this IA during the term hereof.
4. BAPS is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for FCS during the term of this IA.
5. FCS is responsible for paying and complying with reporting and federal taxes related to payments made to FCS under this IA.
6. FCS expressly acknowledges covenants and agrees that it will not be entitled to receive any of the benefits which employees of BAPS are ordinarily accorded by reason of such employment, e.g., insurance coverage, retirement benefits, etc.

SECTION 7: Confidentiality & HIPAA Compliance

The Parties accept responsibility for ensuring compliance with applicable state and federal laws regarding confidential information that may come into its possession pursuant to this IA. The Parties further acknowledge and understand that the provision of mental health consultation and treatment services through the terms of this Agreement requires FCS access to and collection of protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). FCS, as a mental health provider, agrees that it will ensure compliance with these provisions and any other applicable laws, including but not limited to 42 CFR Part 2, at all times. BAPS recognizes that it will not have access to certain mental health and substance use treatment information.

SECTION 8: Notices

Unless otherwise mutually agreed upon in writing by Parties, all notices, requests, demands, or other communications required or permitted by the terms of this IA shall be given in writing and delivered to the point of contact for the respective parties as follows:

Family & Children's Services, Inc.	
Name	Taylor Rowley
Title	General Counsel
email	legal@fcsok.org
Phone	918-600-3806
Mailing Address	ATTN: Legal Department Family & Children's Services, Inc. 5310 E. 31 st St., Suite #800 Tulsa, OK 74135

Broken Arrow Public Schools	
Name	
Title	
email	
Phone	
Mailing Address	

SECTION 9: Indemnification and Insurance

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, FCS and BAPS agree to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this IA.

BAPS and FCS agree to maintain: (i) General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Each party will be named as an additional insured of the other party on all policies as permitted under law for the term of the Agreement. Certificates of Insurance will be provided to each party by the other within thirty (30) days after the execution of this Agreement and upon renewal.

SECTION 10: Amendment or Modification

Any amendment or modification of this IA or additional obligation assumed by a Party in connection with this IA shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

SECTION 11: Severability

If any provision of this IA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this IA is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 12: Survival of Provisions

The expiration or termination of this Agreement will not affect the rights or obligations of any Party with respect to CONFIDENTIALITY or INDEMINIFICATION.

SECTION 13: No Waiver

A Party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Agreement whether on a single occasion or on multiple occasions shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

SECTION 14: Dispute Resolution

The Parties will attempt to resolve any dispute that may arise in connection with the work performed under this Agreement. If any dispute cannot be resolved informally, the Parties agree initially to submit the matter to mediation pursuant to the services of an established mediation service mutually agreed upon by the Parties and with the venue of the mediation being Tulsa, Oklahoma. In the event the matter cannot be resolved by mediation, all claims and controversies of any kind relating to this Agreement shall be finally settled by binding arbitration before a single arbitrator in Tulsa, Oklahoma, in accordance with the rules then in effect from the American Arbitration Association. All Parties to this Agreement shall be bound by the decisions in any such arbitration, and judgment upon such arbitration may be entered by any court of proper jurisdiction.

SECTION 15: Governing Law

All agreements within this IA are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.

The Parties agree that the stated consideration is sufficient, and the terms of this IA shall be binding on all Parties. All individuals undersigned are of sound mind, age of majority, possess the legal capacity to contract, and if signing on behalf of a corporation, partnership, or entity, have the necessary authorization to enter into a binding contract.

We, the undersigned, have read and agree with this Interagency Agreement.

AGREED TO ON THIS ____ day of _____, 2024:

Steve Allen
President of the Board
Broken Arrow Public Schools



Adam Andreassen
President & Chief Executive Officer
Family & Children's Services, Inc.
aandreassen@fcsok.org