

## **SCHOOL-BASED SERVICES AGREEMENT**

**THIS AGREEMENT** is entered on this 10th day of September 2020, between the Oklahoma Department of Human Services (OKDHS) and Broken Arrow Public Schools (BPS) in order to provide a School-Based Specialist to be placed at the school(s). The term of this Agreement begins September 28<sup>th</sup>, 2020 and ends June 30<sup>th</sup>, 2021. OKDHS and BPS may be referred to collectively herein as "the Parties."

**WHEREAS**, OKDHS desires to place an OKDHS School-Based Specialist in the school(s) to provide a collaborative link between the school(s) and OKDHS, community partners, and resources.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **OKDHS Responsibilities:**

1. OKDHS will provide an employee, hereinafter referred to as a School-Based Specialist (SBS) to be placed in school(s) designated by BPS beginning at such time DHS has an employee placed in the SBS position for BPS.
2. OKDHS will provide the same benefits to the SBS including but not limited to; workers compensation, state holidays and leave as listed for the SBS' qualifications and tenure.
3. The SBS will retain the same rights and privileges and the same obligations set forth in OKDHS policy. The SBS will maintain office hours similar to the school staff members and shall be no less and no more than forty (40) hours per week.
4. OKDHS shall at all times supervise the SBS, OKDHS will advise BPS of the supervisor's name and contact information. OKDHS shall appraise SBS' performance.
5. SBS will request leave in advance except in the event of an emergency and OKDHS will notify BPS.
6. The SBS will adhere to OKDHS' and BPS' confidentiality requirements, and BPS' dress code and standards of conduct.
7. OKDHS will bill BPS quarterly for 50% of the SBS' salary, benefits and administrative costs.
8. OKDHS will be responsible for maintenance and support for computer, equipment, and cell phones and retains ownership thereof.
9. In the event that BPS deems that Distance Learning is necessary for reasons of health and safety, OKDHS will continue to supply the SBS Workers to perform the same services using means appropriate to Distance Learning.

### **School District Responsibilities:**

1. BPS will provide office space conducive for confidential interviewing and case management.
2. BPS will advise the SBS and his/her supervisor of all rules and regulations applicable to SBS' job duties.
3. BPS shall pay OKDHS 50% of the SBS' salary, benefits, and administrative costs within forty-five (45) days of receiving a proper invoice from OKDHS.
4. BPS will assign an employee to act as a liaison between BPS and DHS' supervisor for periodic review of the program and for input into SBS' performance appraisal.
5. BPS will provide broadband connectivity to allow VPN connection for the SBS either through its existing network or a dedicated connection for OKDHS' computers.
6. BPS will supply OKDHS with all administrative data necessary for administration of the program, as allowed by state and federal law.
7. In the event that BPS deems that Distance Learning is necessary for reasons of health and safety, it will continue to pay for the SBS positions at the agreed upon rate.

### **General Provisions:**

1. Neither Party hereto shall assign or transfer its rights or obligations pursuant to this Agreement without prior written consent of the other party's consent will not be held unreasonably.
2. Either Party hereto may terminate without cause with thirty (30) days written notice.
3. DHS is the employer of the SBS and BPS will have no rights or obligations to the SBS as an employer for withholding remittance of taxes, insurance, FICA, etc.
4. The Parties have or will have by the date services are delivered under its control the personal services, labor and equipment or facilities to perform work required from it pursuant to this Agreement.
5. Unavailability of Funding: Neither Party can guarantee the continued availability of funding for this project, notwithstanding the consideration herein. In the event funds to finance reduce the contract consideration upon notice in writing to the other Party. Each Party retains absolute discretion as to whether its funding is available.
6. Confidential Information: Each Party recognizes the other has and will acquire client/student information which must be protected from improper disclosure. Neither Party, whether directly or indirectly, shall divulge, disclose or otherwise communicate such information to third parties without the prior written consent of the other.

7. HIPAA Privacy Rule: The Parties agree to use and disclose Protected Health Information in compliance with the "Privacy Rule" of the Health Insurance Portability and Accountability Act of 1996 set forth in 45 C.F.R. Parts 160 and 164.
8. Family Education Rights and Privacy Act (FERPA): The SBS shall use and disclose student educational records and family information in compliance with FERPA, 20 U.S.C. §1232g, 34 C.F.R. Part 99.

OKLAHOMA DEPARTMENT OF  
HUMAN SERVICES

BROKEN ARROW PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_