

INTERAGENCY AGREEMENT

07/01/2024

Between

**FAMILY & CHILDREN'S
SERVICES, INC.**

**and City of Broken Arrow, a Municipal Corporation
on Behalf of the BROKEN ARROW FIRE DEPARTMENT**

WHEREAS, Family & Children's Services, Inc. ("FCS"), a non-profit corporation incorporated in the state of Oklahoma, and **City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department** ("BAFD") incorporated in the state of Oklahoma, have come together to develop a cooperative relationship for clients who utilize both agencies.

WHEREAS, the parties seek to engage in a Fire First Responder-behavioral health Post-Crisis cross-system collaboration agreement to improve public health and safety responses and outcomes for individuals with mental health disorders (MHDs) and co-occurring mental health and substance use disorders (MHSUDs).

WHEREAS, FCS, as a Certified Community Behavioral Health Clinic (CCBHC) seeks to provide crisis response, evaluation, and stabilization Services.

WHEREAS, BAFD seeks the Services of an FCS Case Manager to provide crisis response, evaluation, and stabilization Services.

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 BAFD (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.

City of Broken Arrow BAFD.

BAFD protects lives and property from fires, medical emergencies, and all natural and man-made

disasters. It provides the highest level of public service. They seek to reduce the rate and severity of emergencies through continuous training, public education, fire prevention and disaster management services.

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. Services provided shall be consistent with evidence-based, client-centered models and practices.
2. Notify BAFD immediately of any unscheduled disruption in schedule or availability.
 - a. Notify BAFD immediately if an embedded case manager is reassigned so that access to BAFD can be suspended immediately.
3. Provide crisis response, evaluation, and stabilization services to any resident of Tulsa County, Oklahoma and address management of the consumer's ongoing treatment needs.
4. Provide crisis response, evaluation, and stabilization services to recipients of BAFD outside of Tulsa County and address management of the consumer's ongoing treatment needs to ensure no individual is denied behavioral healthcare services by offering a continuation of Services with FCS or a referral to CREOKs for residents of Wagoner County, Oklahoma.
5. Participate in partnership meetings to review performance, additional service needs, and other topics relevant to this IA.
 - a. FCS Leadership and case manager will participate in weekly Collaboration Work Groups with BAFD to discuss project challenges and collaboratively implement agreed upon solutions.
 - b. FCS case manager will participate in daily case reviews as needed with BAFD.
 - c. FCS and BAFD will work together to evaluate and improve workflows and develop strong interdepartmental relationships.
6. Provide one (1) full time case manager to provide mental health crisis post-navigation services for individuals referred by Emergency Medical Services Officer ("EMSO") or other chief officer following a BAFD response.
 - a. FCS case manager will provide mental health and co-occurring mental health and substance abuse education and skills training to designated BAFD employees for responding to crisis in the community.
7. Prohibit unauthorized employees to access the BAFD headquarters and shall maintain the necessary security measures to prevent such unauthorized access.
 - a. FCS shall abide by BAFD policies and procedures while on premises.
8. Provide Clinical Leadership to oversee the clinical processes with FCS staff.
9. Share with BAFD applicable crisis response and post navigation outcome data for process improvement and evaluation purposes.
10. Provide laptops or other necessary technology equipment for use by embedded FCS staff.
11. Services will be available to the Broken Arrow Police Department (BAPD) upon request and approval from BAFD.
12. Carry out anti-opioid abuse strategies as follows:

- a. Provide post-overdose response to individuals encountered by BAFD.
- b. Support mobile anti-opioid intervention, facilitation of treatment and recovery services for individuals who have experienced opioid overdoses.
- c. Support workforce deployment for addiction professionals who work with persons with Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder ("SUD")/Mental Health ("MH") conditions.
- d. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- e. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 3: Responsibilities of BAFD

- 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.
 - a. Participate in weekly Collaboration Work Groups with FCS to discuss project challenges and collaboratively implement agreed upon solutions.
- 3. Provide an EMSO to engage in all warm handoffs with FCS post-crisis navigation services.
- 4. Provide any appropriate and necessary education and skills training to designated FCS employees for responding to crisis in the community.
- 5. Share with FCS agreed upon data points to develop utilization and outcome reports for collaborating and funding partners.
- 6. Conduct background checks on all FCS staff that will have access to the BAFD Computer Aided Dispatching System (CADS) and based on the results of the background check will make determinations about issuing security access and badges to FCS employees.
 - b. Provide access to FCS to the BAFD headquarters during designated shifts.
 - c. Provide workspace at a Fair Market Value for FCS employee(s) to access during their shifts. BAFD will also provide a lockable space for computer equipment to be secured while FCS staff are not on site.
- 7. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 4: Performance of Services

- 1. The Services to be performed and specific hours for FCS personnel to be embedded at BAFD shall be: The case manager will work 9:00 am to 6:00 pm, Monday through Friday, BAFD located at 1101 N. 6th St., Broken Arrow, OK 74012.

SECTION 5: Performance Period & General Conditions

- 1. This IA is effective July 1, 2024, and shall terminate June 30, 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.

2. 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.
3. 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 BAFD 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 BAFD as required under this IA during the term hereof.
4. BAFD 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 BAFD 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. BAFD 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
City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department	
Name	Trevor Dennis
Title	City Attorney
email	918-259-2400
Phone	ATTN: Legal Department
Mailing Address	220 S. 1 st Street Broken Arrow, Ok 74012

SECTION 9: Insurance

BAFD 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.

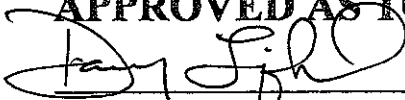
We, the undersigned, have read and agree with this Interagency Agreement.

AGREED TO ON THIS 17th day of June 2024:

Debra Wimpee,
Mayor of the City of Broken Arrow, OK
City of Broken Arrow, a Municipal Corporation
on Behalf of the Broken Arrow Fire Department
dwimpee@brokenarrowok.gov

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

APPROVED AS TO FORM:



Deputy City Attorney