

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 2/22/22

Contract/Agreement Vendor: Tulsa City-County Health Department

Name of Vendor & Contact Person
scooper@tulsa-health.org

Vendor Email Address

Provide facilities to THD for emergency public health 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.

Tulsa county residents

Reason/Audience to benefit

3/7/2022

BOE Date

\$ 0.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Derek Blackburn

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: [Signature]

Leadership Team Member: Karla Dyer

Funding Source: [] Fund/Project [] OCAS Coding

Review and approve the MOU between BAPS and THD to provide facilities in the event of an emergency public health services.

Consent

Action

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.

MEMORANDUM OF UNDERSTANDING FOR PUBLIC ASSISTANCE

BETWEEN

TULSA CITY-COUNTY HEALTH DEPARTMENT

AND

BROKEN ARROW PUBLIC SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is made between the Tulsa City-County Health Department (“TCCHD”), a political subdivision of the State of Oklahoma, and Broken Arrow Public School District to provide physical facilities for emergency public health services.

The TCCHD is required to plan, train, and prepare for public health emergencies arising from natural or man-made causes. During such an emergency, it may be necessary to immunize or provide prophylaxis to large numbers of people in the area served by TCCHD. Broken Arrow Public School District possesses physical facilities that can accommodate necessary mass immunizations or prophylaxis and desires to be as helpful as possible with necessary training and handling of public health emergencies. Broken Arrow Public School District agrees to make available for purposes of mass immunization, prophylaxis, training, and inspection, as described herein, its facilities as described below:

The facility located at 301 West New Orleans, Broken Arrow, OK 74012, Freshman Academy (“FACILITY”), upon the following terms:

1. The Agreement will go into effect only if the Executive Director of the TCCHD declares the existence of a public health emergency, or upon reasonable notice by the Executive Director or Designee, to conduct an inspection or training exercise at the FACILITY.
2. Broken Arrow Public School District agrees to permit to the extent of its ability, and upon notification by the Executive Director of a public health emergency necessitating use of the FACILITY, the exclusive use of the FACILITY within two hours of the request, or as soon as is otherwise practicable, for the requested time period for purposes of mass immunization or prophylactic and control activities. TCCHD agrees to provide Broken Arrow Public School District with as much advance notice of need for the FACILITY as possible. Use of the FACILITY for training exercises will occur on dates and times and for durations as mutually agreed by the parties. TCCHD and Broken Arrow Public School District acknowledge the duration of a public health emergency event and TCCHD’s resulting need for the FACILITY will depend on the circumstances and cannot be specified with certainty. Accordingly, Broken Arrow Public School District agrees to allow TCCHD’s use of the FACILITY for up to twelve (12) days for a public health emergency.

3. Representatives of both parties will inspect the FACILITY before use by TCCHD for a public health emergency or a training exercise and note material defects of the FACILITY or defects of any significant FACILITY equipment to be used by TCCHD. Prior to vacation of FACILITY by TCCHD, representatives of both parties will inspect the FACILITY to note any discrepancies between the completed inspection form and the condition of FACILITY and significant FACILITY equipment.
4. Broken Arrow Public School District agrees to permit use of its equipment, including, but not limited to, office equipment, telephones, copy machines, computers, fax machines, tables, chairs, desks, cots, wheelchairs, and equipment utilized for child care within the FACILITY, refrigerators and freezers. Broken Arrow Public School District agrees to provide and replenish normal and customary consumables and maintenance supplies, including but not limited to, paper towels, toilet paper and garbage bags during TCCHD's usage of FACILITY. TCCHD will bear costs for installing, maintaining and removing any radios, telephones and related automation equipment that it brings to the FACILITY. BAFA agrees to allow TCCHD to bring into FACILITY food and beverage items for TCCHD's employees and volunteers working at the FACILITY during the public health emergency.
5. Broken Arrow Public School District agrees to designate three points of contact, in order to provide and assure to TCCHD 24/7 availability of the designated contacts. TCCHD agrees to hold the information related to the contacts confidential to the extent allowed by law. No employment relationship between the TCCHD and Broken Arrow Public School District's employees shall be created by this Agreement. Broken Arrow Public School District's designated points of contact shall remain and continue as employees of Broken Arrow Public School District and shall not be deemed employees of TCCHD for any purpose.
6. Broken Arrow Public School District agrees to provide normal maintenance of the FACILITY related to air/heat, maintenance of bathroom facilities, etc. TCCHD will remove all wastes associated with POD operations.
7. Broken Arrow Public School District agrees to allow FACILITY to be visited by TCCHD representatives and any accompanying law enforcement personnel and/or other appropriate state and federal government representatives for the development and maintenance of plans upon reasonable notification and coordination. TCCHD will perform an annual inspection of FACILITY at a mutually agreed date and time and will be accompanied on the inspection by Broken Arrow Public School District designated representatives.
8. Broken Arrow Public School District agrees to allow FACILITY to be listed in a confidential annex to the local plan for distribution of assets of the Strategic National Stockpile.
9. TCCHD agrees to provide continuously at the FACILITY, during a public health emergency or training exercise, a contact person, who will perform as a POD team leader, to answer questions of Broken Arrow Public School District and to meet with Broken Arrow Public School District's designated representative periodically to evaluate the necessity for continuation of operations and to resolve operational concerns.

Information, including name and access information such as cell phone number for TCCHD'S contact person and such contact person's designee, will be provided upon notification of the TCCHD'S need to use the FACILITY for a public health emergency, at the time TCCHD'S use of the FACILITY commences, or, upon naming the designee.

10. TCCHD agrees that if reimbursement is available through state and federal government programs or monies, TCCHD will seek reimbursement for Broken Arrow Public School District's costs. POD costs may include supplies used as a result of TCCHD'S use of the FACILITY. TCCHD agrees to use reasonable care in the conduct of its activities and will, when provided with documented inventory and cost information, replace or reimburse for damages to equipment arising from TCCHD'S activities. Broken Arrow Public School District agrees that it will cooperate and assist TCCHD with all required paperwork and in preparing requests for reimbursement. The parties acknowledge that TCCHD is a governmental entity and is subject to Oklahoma constitutional debt limitations; reimbursements under this Agreement by TCCHD to Broken Arrow Public School District are subject to the Oklahoma Constitution.
11. TCCHD agrees that it is responsible for dismantling operations of its mass clinic. However, Broken Arrow Public School District is responsible for cleaning or restoring the FACILITY, equipment or supplies to their conditions existing before TCCHD'S use. TCCHD agrees to reimburse or seek reimbursement from other sources for Broken Arrow Public School District cost in restoring the FACILITY, equipment, or supplies.
12. The parties acknowledge that TCCHD is self-insured and is a local government entity and political subdivision with limited liability up to the maximum limits of liability under the Oklahoma Governmental Tort Claims Act.
13. This Agreement shall remain in place until otherwise agreed to by the parties. The Agreement may be terminated at any time by either party by giving 120 days' advance written notice to the other party. The Parties' contact persons are:

For TCCHD: Alicia Etgen, Manager, Emergency Preparedness and Response at 918-595-4554 (office) and 918-693-7440 (cell) and aetgen@tulsa-health.org

For PARTNER: Derek Blackburn, Executive Director of Student Services, at 918-259-5752 and dblackburn@baschools.org

Tulsa City-County Health Department



2022.02.18 15:41:52
-06'00'

Executive Director

Dated: _____

Broken Arrow Public School District

School Board President

Dated: _____

Approved as to form:

By: **Chanteau Orr** Digitally signed by Chanteau Orr
Date: 2022.02.18 14:41:35
-06'00'

Dated: _____

Chanteau Orr, Legal Counsel