

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 09/16/2024

Contract/Agreement Vendor: CREOKS / Samantha Bowman
Name of Vendor & Contact Person

Samantha.Bowman@creoks.org
Vendor Email Address

Shared space agreement between BAPS and CREOKS. CREOKS shall provide a prefabricated building to be placed at BAHS.
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.

BAPS Students & Staff
Reason/Audience to benefit

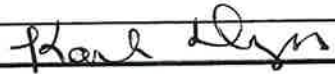
10/14/2024 \$ 0.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

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

Cabinet Team Member: 

Funding Source: _____ OCAS Coding _____
Fund/Project

Consent

Action

Accept and approve NEW agreement between Broken Arrow Public Schools and CREOKS Mental Health Services to provide a prefabricated building to be used on District property at BAHS for the purpose of providing behavioral health services. Such services shall be performed under a separate MOU. There is no cost to the District.
- R. Kaiser

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.

SHARED SPACE AGREEMENT/ MEMORANDUM OF UNDERSTANDING

between
**Broken Arrow Public Schools
and CREOKS Mental Health Services, Inc.**

This **SHARED SPACE AGREEMENT/MEMORANDUM OF UNDERSTANDING** (hereinafter "Agreement") is hereby made and entered into by and between **Broken Arrow Public Schools**, hereinafter referred to as "the District", and **CREOKS Mental Health Services, Inc.**, hereinafter referred to as "**CREOKS**" for the 2024-2025 school year.

I. Purpose

- a. The purpose of this agreement is to place and use prefabricated buildings on District property for purposes of furthering the obligations in a Memorandum of Understanding between District and CREOKS whereby CREOKS offers certain services to District's students.

II. Working Agreement

- a. The parties agree as follows:

1. CREOKS shall provide prefabricated buildings to be used on District property for the purpose of providing behavioral health services to District's students. Such services shall be performed under a separate Memorandum of Understanding between District and CREOKS.
2. All prefabricated buildings on District property are the property of CREOKS and shall at all times remain the property of CREOKS. CREOKS may alter or remove the buildings at any time and at CREOKS' discretion. In addition, CREOKS shall remove the prefabricated buildings upon thirty (30) days' notice to remove by District. This Agreement shall automatically terminate in the event that the prefabricated buildings are removed from District property.
3. All prefabricated buildings shall be placed in a location that is mutually agreed upon between CREOKS and District.
4. All prefabricated buildings placed on District property shall be of sufficient size and setup to perform the necessary services under the Memorandum of Understanding between District and CREOKS.
5. Any items contained within the prefabricated buildings that may contain personal health information ("PHI") as defined by the Health Insurance Portability and Accountability Act will remain in locked boxes at all times that it is not in use by an employee of CREOKS. These locked boxes will only be accessible to CREOKS staff.
6. CREOKS will insure the prefabricated buildings up to their estimated value.
7. Only CREOKS personnel shall have access to the prefabricated buildings, with the exception of District janitorial staff for cleaning purposes. No other District student or employee shall be allowed to have access to the prefabricated buildings without an employee of CREOKS present.
8. CREOKS employees will ensure that the prefabricated buildings are locked and secured when CREOKS staff is not on District property.
9. District is responsible for all other security measures to be put in place at District's expense and discretion, including but not limited to, security cameras and on-campus security officers.
10. CREOKS will provide its employees working in the prefabricated buildings with access to computers, wifi, printers and phones.
11. Hours of usage of the prefabricated buildings are 7:00am through 10:00pm.

12. CREOKS is responsible for maintaining the cleanliness of the prefabricated buildings to a standard expected of a professional office space. CREOKS will notify District when there are janitorial needs.
13. District will not seek rent or other compensation from CREOKS for any activity related to the placement or use of prefabricated buildings by CREOKS employees on District property.

III. Liability and Indemnification

- a. District agrees to and shall defend, indemnify and hold the CREOKS, its officers, administrators, board members, employees, agents, assigns and attorneys from and against any and all liability, loss, or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, students, employees, contractors or volunteers.

IV. Privacy and Security

- a. Recognizing the District's interest in providing the most secure environment possible for its students, CREOKS agrees it will act under this Memorandum in compliance with 70 O.S. §6-101.48. Specifically:
 1. CREOKS will not permit any person under its authority, whether employee or volunteer, from coming on to premises for any activity covered by this Agreement if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act, or the Mary Rippy Violent Crime Offenders Registration Act; and
 2. CREOKS agrees that where work is to be performed by a company employee which would otherwise be performed by a school employee on a full-time or part-time basis, the company shall not permit any person(s) from performing work on school premises if said person(s) has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.
- b. CREOKS's agreement to and acceptance of this Agreement as evidenced by the signature(s) below serves as CREOKS's statement of compliance with the requirements of paragraphs A of this section, as required by 70 O.S. §6-101.48(B).
- c. All CREOKS employees working in prefabricated buildings on premises are bound by the terms of any contemporaneous Memorandum of Understanding between CREOKS and District.

V. POINTS OF CONTACT

Primary Contacts:

Broken Arrow Public Schools

CREOKS Behavioral Health Services, Inc.

Brandi Smith
Chief Clinical Officer/Clinical Director
CREOKS Behavioral Health
4103 S Yale Ave Ste B
Tulsa, OK 74135
Office 918-382-7300
Cell 918-884-1630

VI. GENERAL

- a. CREOKS agrees that the activities it undertakes under this Agreement are intended to provide services to the District and that it will not seek compensation from the District in connection with its participation in these activities.
- b. CREOKS agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- c. This Agreement in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
- d. Nothing in this Agreement authorizes or is intended to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value.
- e. All agreements within this Agreement 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.
- f. Either party may cancel this agreement on thirty (30) days' notice to the other party, in writing, by certified mail or personal delivery.

Both the District and CREOKS agree to the above Agreement.

Witnessed:

Broken Arrow Public Schools

Signature

Printed Name

Title

Date

CREOKS Behavioral Health Services, Inc.



Signature
Brandi Smith

Printed Name
Chief Clinical Officer

Title
9/5/2024

Date