

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 06/13/2022

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

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:

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the Renewal Memorandum of Understanding between Broken Arrow Public Schools and Palmer to provide a counselor to teach substance abuse education for grades 6-12 for the FY 2023. There is no cost to the District. D. Blackburn

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
Palmer-Continuum of Care, Inc
and
Broken Arrow Public Schools



This agreement is entered into between Palmer Continuum of Care and the Broken Arrow Public Schools. The purpose of this contract is to provide Professional Substance Abuse Education and Counseling services.

I. Terms

Palmer will provide a Licensed Counselor or Case Manager II once a week for one hour, per school site, to teach a substance abuse education group to students with a drug related offense.

Palmer will provide a Licensed Counselor or Case Manager II once a week for one hour to provide substance abuse education/counseling to any student participating in competitive physical activities who did not pass a drug test.

Palmer will provide BAPS with back ground checks of the counselors and case managers that will have access to BAPS students.

Broken Arrow Public Schools will provide a space for groups and individual sessions to be held.

Broken Arrow Public Schools will have any parent sign the Palmer consent form and give copies to Palmer prior to services rendered.

II. Cost of Service

There will be no cost for this service.

III. Duration of Contract

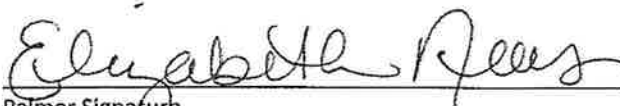
This contract will be valid for the FY 23 school year.

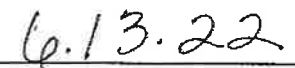
IV. Cancellation

This contract is subject to termination upon thirty (30) days advance written notice by either party.

V. Amendment

This contract is subject to amendments at any time but only upon fully disclosed written consent and approval by both parties.


Palmer Signature


Date

Administration

Date

President, Board of Education

Date

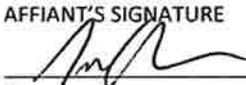
FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA }
 }ss.
COUNTY OF TULSA }

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows"


1. The undersigned:
 ___ has a contract with the School District; OR
 is the duly authorized representative of a business ("entity") having a contract with the School District,
 to perform work on School District premises on a full-time or part-time basis.
2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.
3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.
4. The undersigned, or the entity: has or ___ has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.
5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. 6-101.48 (Supp. 2000) and Title 58 O.S. 589 (Supp. 2004) (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 24 day of June, 2022.

AFFIANT'S SIGNATURE


Representing:
Palmer Continuum of Care, Inc.
(Name of Entity)

Subscribed and sworn to before me this 24 day of June, 2022


Notary Public



(SEAL)
Notary Commission Number: 20001695

My Commission Expires: 02-11-2024

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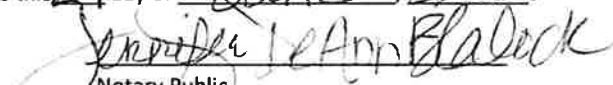
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Subscribed and sworn to before me this 24 day of June, 2022


Notary Public



(SEAL)
Notary Commission Number: 20001895

My Commission Expires: 02-11-2024



Fax Cover Sheet

To: Derek Blackburn, Executive Director of Student Services
Fax Number: 918-251-0689
Subject: Background Check-J Saldivar
Date: 7/7/22
Message: _____

Company: Broken Arrow Public Schools
Sender: Jenna Akuma, Director of Operations
Total # of Pages: 5 (including cover)

This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR, Part 2). The federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR, Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.



6/22/2022, 10:06 AM

Letter



OKLAHOMA DEPARTMENT OF HUMAN SERVICES



Restricted Registry Verification

6/22/2022

RE: Jesus Saldivar
XXX-XX-4115

The Restricted Registry (Joshua's List) search result for this Individual is:

Non-registrant as of 6/22/2022

Registrant

A registrant is restricted from licensure, ownership, employment, unsupervised access to children and/or residence in a facility or program licensed, certified, operated or contracted with by the Department of Human Services or the Office of Juvenile Affairs, per Section 405.3 of Title 10 of the Oklahoma Statutes (10 O.S. § 405.3), licensing requirements and the Oklahoma Child Care Facilities Licensing Act.

Based on the information provided, this Individual may or may not be the subject of your search. For questions or help using this site, please call Child Care Services at (405)522-1514, or 1-844-834-8314.



OKLAHOMA STATE BUREAU OF INVESTIGATION
Criminal History Information Request Portal Response
 6600 North Harvey Place - Oklahoma City, OK 73116
 (405) 879-2986
CHIRP@osbi.ok.gov
http://www.ok.gov/osbi/Criminal_History/CHIRP

Type of Search(es) Requested	
<input checked="" type="checkbox"/>	OSBI Name Based
<input checked="" type="checkbox"/>	DOC Sex Offender
<input checked="" type="checkbox"/>	DOC Violent Offender

Request Date
06/23/2022

The Oklahoma State Bureau of Investigation (OSBI)'s Criminal History Information Request Portal (CHIRP) allows for online search requests of OSBI's Criminal History Database and the Oklahoma Department of Corrections' Sex Offender and Violent Offender Registries. Matches identified in OSBI's database are returned with a state identification number and associated RAP sheet.

REQUESTOR INFORMATION:

ORGANIZATION	_____
AUTHORIZED USER	<u>POTTS, JESSICA</u>
STREET ADDRESS	_____
PHONE NUMBER	_____ E-MAIL ADDRESS <u>JPOTTS@PALMER-TULSA.ORG</u>

SUBJECT INFORMATION:

NAME	<u>SALDIVAR, JESUS</u>
ALIAS/MAIDEN NAME(S)	_____
DATE OF BIRTH	<u>04/18/1976</u> RACE <u>H</u> SEX <u>M</u> SOCIAL SECURITY NUMBER <u>444-74-4115</u>
PURPOSE OF REQUEST	<u>Employment</u>

SEARCH RESULTS:

OSBI Computerized Criminal History
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION.
06/23/2022

Department of Corrections Sex Offender Registry
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION.
06/23/2022

Department of Corrections Violent Offender Registry
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION.
06/23/2022

Record information is furnished solely on the basis of name or description similarity with the subject of the inquiry



NATIONAL CRIMINAL AND OFFENSE REPORT

Applicant name	JESUS SALDIVAR
Date of birth	04/18/1976
Social security number (SSN)	444744115
Jurisdictions searched	All, including sex offender registries
Report dated: 06/21/2022	
Order ID: 3905770	

Notice to employers operating in California: California law requires the following notices when obtaining a pre-employment screening report. This report is only provided on the condition that an employer subject to California law agrees to abide by these conditions. Furthermore, by requesting a screening report, an employer certifies compliance with California Civil Code Section 1786.16.

- 1. The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Evidence of identity theft may or may not be identified from this report.**
- 2. The recipient of this report shall give a copy of this report to the subject of the report.**
- 3. Failure to provide a copy of the report as required by law may expose you to liability as specified in Section 1786.50. Section 1786.50 provides for fines and damages in the event a consumer is harmed by an employer not complying with this section. Section 1786.16 refers to certain requirements already in existence, such as obtaining releases.**

No criminal or sex offender records found for this individual.

Notice to employers: If you intend to take adverse action as a result of this report, including but not limited to failure to hire, you must provide the subject of this report a copy of the report along with our contact information and a summary of their rights under the Fair Credit Reporting Act.

Provider reference: 7 OK SKU: 20

2022-07-07 11:26 AM