

**OKLAHOMA COUNTY
PROFESSIONAL SERVICE CONTRACT**

This agreement, (the "Service Contract"), is hereby made between the Board of County Commissioners of Oklahoma County (the "BOCC"), and CREOKS Health Services, Inc. (the "Service Contract Provider") and constitutes the entire agreement between the parties and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the BOCC has the power to contract for services to be performed for or on behalf of the County. (19 O.S. §3); and

WHEREAS, the county purchasing laws exempt professional services contracts from bid for certain professional services listed and defined in 18 O.S. §803 (See 19 O.S. §1505; 74 O.S. §85.2; 1983 OK AG 198); and

WHEREAS, the Service Contract Provider also provides behavioral health services as a professional service as listed in 18 O.S. §803; and

WHEREAS, the County desires to purchase equipment, design nursing stations, treatment areas, and inpatient rooms for the Oklahoma County Behavioral Care Center and the Professional Services Contractor, due to their knowledge and expertise as licensed behavioral practitioners, who will be operating the Oklahoma Behavioral Healthcare Center once opened, are uniquely qualified to provide consultation services to ensure the proper equipment and fixtures are purchased and installed by the County in order for appropriate behavioral healthcare services to be provided at the new facility; and

WHEREAS, in addition to the consulting services outlines above, the Service Contract Provider will work with the county to develop a FY27 Operations Budget for the Oklahoma County Behavioral Care Center.

NOW THEREFORE, the parties agree as follows:

I. CONTRACT PERIOD

The term of the Contract is from the date of execution through June 30, 2026, with the option to renew this Contract for one additional fiscal year from July 1, 2026, to June 30, 2027, by executing a new agreement prior to the expiration of this base year agreement.

II. COMPENSATION

Consideration: The County and the Professional Service Provider will exchange in-kind consideration for the fulfillment of this contract. The County shall provide Professional Service Contractor exclusive access to the Behavior Health Center during all phases of construction and access to engineering and architectural service providers in exchange for the Professional Service Contractor's behavioral healthcare expertise, consultation and recommendations for needed equipment and fixtures that the County will purchase and own, but will be used by the Professional Service Contractor as a provider once operation of the Behavioral Health Center commences.

a. Subcontracting

Due to the in-kind consideration, subcontracting of the consulting services is discouraged. The Professional Service Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without the appropriate written authorization from BOCC.

III. STANDARD TERMS AND CONDITIONS

A. Consulting Services

Professional Service Contractor agrees to provide consultation services that meet or exceed all professional standards and best practices for behavior healthcare professionals and facilities. The scope of services and timeline for performance are outlined in **Exhibit 1, Scope of Work** that is attached hereto.

B. Civil Rights

The Professional Service Contractor shall at all times comply (and will require any subcontractors to comply) with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, disability, or any other lawfully protected status in the performance of this Agreement.

The Professional Service Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, creed, national origin, sex, age, military status, disability or any other lawfully protected status (after a due process hearing) against Contractor or a subcontractor, Contractor shall forward a copy of the finding to BOCC to be forwarded to the appropriate authorities. Contractor also agrees to immediately notify BOCC of any and all civil rights complaint(s) by persons receiving services under this Contract; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

C. Applicable Laws

Professional Service Contractor and any subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Professional Service Contractor, without reliance on or direction by BOCC

1. Choice of Law

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

2. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

3. Limitation of Liability

Each party will carry and maintain their own insurance and hold the other harmless for any and all accidents, injuries or damage incurred during the fulfillment of this contract. No provision of the Agreement or attachments to this Agreement providing for a limitation of liability of BOCC shall be enforceable against BOCC except to the extent permitted by Oklahoma law. Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

The parties intend that each shall be responsible for their own intentional acts and negligent acts or omissions to act. The BOCC shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. The Professional Service Contractor shall be responsible for any damage or personal injury caused by negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment but only to the extent allowed by the Oklahoma Governmental Tort Claims Act and other applicable laws. Nothing herein should be construed to be a waiver of the immunities and protections afforded to the parties by law.

D. Contract Modification

Any modification or amendments to this Contract must be in writing, agreed to by the BOCC and Professional Service Contractor.

E. Employment Relationship

In the performance of all services rendered under this Agreement, Professional Service Contractor shall act solely as an independent contractor, and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

F. Indemnity

1. (Non-Governmental entities)

The Professional Service Contractor shall indemnify and hold the Oklahoma County and its Board Members, officers, directors, and employees, harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses.

The Professional Service Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold Oklahoma County and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damage, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

2. Indemnity (Governmental entities)

The Professional Service Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold Oklahoma County, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damage, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

G. Insurance

Clauses in which state agrees to purchase liability insurance covering the subject matter of the contract are void absent specific legislation, and clauses attempting to add private entity as additional insured on policy purchased with public funds are prohibited.

H. No Grant of Authority.

The BOCC and approved agents are the only parties to contract with the authority to purchase or authorize expenditures on equipment, fixtures and design changes for the Behavior Healthcare Center. Nothing herein shall be construed as conferring upon the Professional Service Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the BOCC and the Professional Service Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the BOCC.

V. Severability

If any provision under this Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Contract, or its application, that can be given effect without the invalid provision or application.

X. Termination

1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) day written notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

2. For Cause

If the Professional Service Contractor fails to comply with the terms and conditions herein, the BOCC may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel this Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law.

XI. Signatures

For the faithful performance of the terms of the Contract the parties hereto, in their official capacities stated, affix their signatures below. The address below will also be used for any written notice requirements required by this contract.

CREOKS Health Services, Inc.
6510 S. Western Ave., Ste. 400
Oklahoma City, OK 73139

BOARD OF COUNTY COMMISSIONERS
Attn: County Manager
320 Robert S. Kerr
Oklahoma City, OK 73102



2/6/2026

CEO BRENT BLACK Date

CHAIRMAN Date

COMMISSIONER Date

ATTEST:

COUNTY CLERK Date

COMMISSIONER Date

APPROVED as to form and legality this _____ day of _____ 2026.

Assistant District Attorney

EXHIBIT 1- SCOPE OF SERVICES

- Consultation regarding the operations of the Behavioral Care Center
- Research on certifications, classifications, and accreditation
- Application to the Department of Mental Health
- Selection of Behavioral Care Center FF&E
- Scheduled and Reoccurring Meetings: Flintco, District Attorney, Commissioners, HOK etc.
- CREOKS FY27 Operations Budget

Exhibit 1 - Scope of services to be completed by June 30, 2026.