

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jul 1, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District," and Iowa Tribe Behavioral Health , hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
 - a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
 - b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provider hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
- e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
- f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

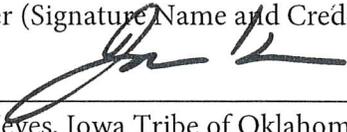
- g. Schedule and Site Expectations.
 - i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
 - ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
 - iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
 - iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
 - v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
 - vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
 - vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
 - viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
 - ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
 - x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

- xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
 - xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.
4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
 5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
 6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless 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 Provider, its officers, agents, employees, or contractors.
 7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Proficient parents or legal guardians of students receiving Services pursuant to this Agreement.
 8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. SEVERABILITY It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. MISCELLANEOUS This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. CHOICE OF LAW AND VENUE This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
- Except and only to the limited extent necessary to allow the parties to enforce their rights and satisfy their obligations under this Agreement, nothing in this Agreement shall be construed or interpreted to affect a waiver, either limited or otherwise, of the Tribe's Sovereign Immunity from suit, and no waiver of the Tribe's immunity from suit may be implied from any related action or document executed hereunder including but not limited to the execution of any change orders by either party. Likewise, nothing in this Agreement shall be construed or interpreted to affect a waiver, either limited or otherwise, of the School District's immunity from suit, and no waiver of the School District's immunity from suit may be implied from any related action or document executed hereunder including but not limited to the execution of any change orders by either party.
13. THIRD PARTY BENEFICIARIES This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. TERMINATION This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.

Provider (Signature Name and Credentials)

Date



August 7, 2024

Jacob Keyes, Iowa Tribe of Oklahoma Chairman

Date

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA President,
Board of Education

Date

Name of District signing official (credentials/Title)

Date