

**MEMORANDUM OF AGREEMENT
BETWEEN THE
KICKAPOO TRIBE OF OKLAHOMA
BEHAVIORAL HEALTH PROGRAM
AND
LOCAL EDUCATION AGENCY**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into on this 15 Day of May in the year 2025, by and between the Kickapoo Tribe of Oklahoma Behavioral Health Program (hereinafter "KBH"), 105365 S.HWY 102, PO Box 1059, McLoud, Oklahoma 74851 and Choctaw-Nicoma Park, Public School, 12880 NE 10th St., Choctaw, OK 73020, (hereinafter "Local Education Agency or LEA"), to collaborate in order to jointly provide therapy and evaluation services to qualifying children ages four through twenty who are identified as having behavioral health, and/or substance abuse problems.

WITNESSETH:

WHEREAS, through this collaboration the intent is to be a leading force in enhancing the lives of qualifying children by providing behavioral health services, and

WHEREAS, the purpose of this MOA is to establish working procedures between KBH and LEA for the provision of coordinated behavioral health services to eligible school children, and

WHEREAS, KBH wishes to enter into an agreement with LEA in order to provide behavioral health services to eligible school children, and

WHEREAS, the KBH agrees to provide qualified personnel who are willing and able to perform the services described herein, and

WHEREAS, the LEA agrees to provide an appropriate, private location where confidential communications can be held and assessments and therapy services can be provided, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto promise to the other, agree and understand as follows, to wit:

1. PURPOSE OF MOA.

A. The purpose of this MOA is for KBH and LEA to clarify roles and responsibilities in providing behavioral health services to qualifying school children ages four through twenty who are identified as having behavioral health, and/or substance abuse problems.

B. The provisions of this MOA are not intended to alter, amend or invalidate any existing policies or procedures of KBH or LEA unless expressly otherwise stated herein. The signatory parties intend that the responsibilities and understandings set-forth herein are to be followed in all

relations and communications between KBH and LEA with respect to behavioral health services.

2. TERM OF MOA. This MOA shall be for a term of 12 months, beginning on the 15 day of May in the year **2025**, and ending on 15 day of May in the year **2026**. Thereafter, the parties may renew this MOA for one or more additional years, provided that said renewal shall be in writing and signed by the KBH Director, the Health Director, and a duly authorized agent of the LEA.

3. TERMINATION AND AMENDMENT. This MOA may be terminated by KBH or LEA at any time during the term of the MOA. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above listed addresses. This MOA may be amended by the parties, provided that no amendment to any provisions of the MOA shall be binding upon the parties unless in writing and signed by the KBH Director, the Health Director, and a duly authorized agent of the LEA.

4. RESPONSIBILITIES OF SIGNATORIES.

A. LEA Responsibilities. LEA agrees to the following provisions:

1. LEA agrees to provide an appropriate, private location where confidential communications can be held and assessments and therapy services can be provided; and
2. LEA agrees to absorb the costs associated with the provided facilities, including all utility and maintenance costs; and
3. LEA agrees to accept responsibility for the designation of personnel to be responsible for conducting screening and making referrals to KBH; and

B. KBH Responsibilities. KBH agrees to the following provisions:

1. KBH agrees to provide therapy and evaluations to all eligible children attending the LEA. It is further recognized that the KBH shall provide parents with their legal rights under the behavioral health program; and
2. KBH agrees to provide behavioral health services to eligible children regardless of their involvement in or eligibility for Special Education Services; and
3. KBH agrees to provide a support system for eligible families and children through the use of therapy, training, information dissemination and involvement in the behavioral health program, as well as collaboration with the LEA and other community services; and
4. KBH Director shall work with LEA to ensure collaboration and coordination of services to all eligible Native American's who have provided a CDIB card issued by

a federally recognized Tribe; and

5. As deemed necessary, KBH staff shall provide and participate in the joint training of LEA staff and parents of eligible children.
6. KBH also recognizes that our Native Students are a part of a larger system within the school and have the need for supportive services not only to them but also to their peers and educators. Therefore we also want to offer supportive behavioral health and substance abuse prevention trainings to all staff, students and their parents both Native and non-Native.

5. PRIOR AGREEMENTS. This MOA constitutes the entire and exclusive agreement concerning KBH services between the parties signing below. Execution of this MOA supersedes and nullifies all prior agreements, contracts, negotiations and promises or representations concerning that subject matter, whether written or unwritten, verbal or tacit, or implied by prior dealings, between and among any of the parties or their predecessors with respect to the matters set in this agreement.

6. TRANSPORTATION. KBH shall provide transportation to eligible children needing services if said children meet KBH policies for providing transportation.

7. COORDINATING REQUIRED PAPERWORK. In order to coordinate paperwork required by the KBH and the LEA, the following process shall be utilized:

- A. When the LEA representative, parent, or legal guardian refers a child to the KBH for an evaluation or therapy, LEA must first obtain written consent from the parent or legal guardian before KBH services are provided to the child. When necessary and practical, KBH personnel may assist LEA in obtaining written consent.
- B. All original consent forms shall be maintained by LEA and true and correct copies of all consent forms shall be maintained by KBH.
- C. All confidential information received by KBH from LEA shall be maintained in a secure manner, adhering to requirements of confidentiality under State and Federal laws.

8. COST-SHARING. This MOA requires the sharing of resources received through State and Federal funding. In order to assure that integrated services are implemented in a manner that maintains State and Federal fiscal support for children in these programs, KBH and LEA agree to the following cost-sharing arrangement:

- A. LEA shall assume the costs associated with providing the location for KBH services, including all necessary utilities.
- B. LEA shall assume the costs associated with providing personnel to be responsible for

conducting screening and making referrals to the KBH.

- C. KBH shall assume the costs associated with providing personnel to be responsible for providing therapy, conducting evaluations and providing KBH services to eligible children.
- D. KBH shall assume the costs associated with providing all materials necessary to conduct evaluations and provide KBH services.

9. DISPUTE RESOLUTION. The following process shall be utilized to resolve any dispute, controversy or claim arising out of or relating to the MOA:

- A. Step One. The disputing party shall orally notify the LEA Director and/or the KBH Director regarding the details of the dispute. The LEA Director and the KBH Director shall then communicate in order to resolve the dispute. If the dispute is resolved, the LEA Director and the KBH Director shall communicate the resolution to the disputing party and other necessary staff members under his or her employ. If the dispute cannot be resolved, proceed according to Step Two.
- B. Step Two. The disputing party shall submit a written complaint to the LEA Superintendent and the KBH Director. Upon receipt of the written complaint, the LEA Director, the KBH Director, and necessary staff members shall communicate in attempt to resolve the dispute. If the LEA Director and the KBH Director can resolve the dispute, then a Memorandum shall be prepared detailing the terms of the resolution.
- C. Step Three. In the event that a dispute cannot be resolved utilizing the methods detailed above either party may choose to terminate this Agreement according to the terms set forth in Paragraph 3 above.

10. In the event that a dispute cannot be resolved as stated above in Steps One, Two or Three, it is understood that this Agreement is subject to the laws of the Kickapoo Tribe of Oklahoma, and any legal disputes arising from this MOA shall be adjudicated in a court with jurisdiction over the Kickapoo Tribe of Oklahoma, thereby affirming the Tribe's sovereignty.

11. NOTICES. All notices, reports correspondence or other communications required or authorized by this MOA shall be in writing and shall be deemed delivered on date of personal service or date of delivery by certified mail as evidenced by return receipt. Notices shall be directed to the following individuals and addresses:

Kickapoo Tribe of Oklahoma Behavioral Health Program
ATTN: Paulette Jobe, BH Director
105365 S.HWY 102, PO Box 1059
McLoud, OK 74851

Choctaw Public Schools
ATTN: __ Administrator
12880 NE 10th St.,
Choctaw, OK 73020

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

12. ASSIGNMENT. Neither party shall in any manner assign or transfer, in whole or in part, any obligation assumed or contemplated by this MOA without the prior written consent of the other party, which consent shall be within the other party's sole discretion.

13. ENTIRE AGREEMENT. This MOA constitutes the entire agreement between the parties with respect to the KBH Program collaborating with LEA to provide behavioral health and /or substance abuse services to eligible children.

14. HEADINGS. The headings used in this MOA are for convenience and reference only and shall not be held to explain, modify, amplify or aid in the interpretation or construction of any of the provisions of this MOA.

IN WITNESS WHEREOF, the parties have executed and entered into this MOA.

APPROVED:

LEA:

Superintendent

Date: _____

Kickapoo Tribal Health Center Behavioral Health:

Director of Behavioral Health

Date: _____

Kickapoo Tribal Health Center:

Health Director

Date: _____

Kickapoo Tribe of Oklahoma:

Chairman of Business Committee Member

Date: _____