

# **MEMORANDUM OF UNDERSTANDING**

*between*

**Sapulpa Public School District in Creek County, Oklahoma  
and CREOKS Behavioral Health Services, Inc.**

This **MEMORANDUM OF UNDERSTANDING (“MOU”)** is hereby made and entered into by and between **Sapulpa Public Schools** hereinafter referred to as “the District”, and **CREOKS Behavioral Health Services, Inc.**, hereinafter referred to as “**CREOKS**” for the 2026-2027 school year.

## **I. Purpose**

- a. The purpose of this MOU is to obtain Behavioral Health Services from CREOKS for students who are eligible, and their families, in all schools of the District as mutually agreed upon by the District and CREOKS (“the Program”).
- b. CREOKS offers to provide behavioral health services under the terms and conditions of this MOU.

## **II. Working Agreement**

- a. The parties agree as follows:
  1. CREOKS shall provide a minimum of one (“Provider or Providers”) to deliver behavioral health support services to students participating in the Program. Each provider will possess licensure as a Licensed Professional Counselor (LPC) or be a Licensed Clinical Social Worker or be under supervision for licensure in the State of Oklahoma. Behavioral Health Rehabilitation Specialist may also be utilized to provide coping skills and training.
  2. CREOKS will also possess all other qualifications necessary under state of federal law and regulations to support successful Medicaid billing by CREOKS for the services the Providers provide in the Program.
  3. CREOKS will implement behavioral health services consistent with the expectations of the District’s Special Services Director or designee. CREOKS will perform the following duties in accordance with the following mutually agreed design:
    - a. Determine specific therapeutic needs, plan and provide appropriate therapies and activities, and assess, modify and improve the services provided to each student involved in the Program as dictated by the student’s individual needs and consistent with this MOU.
    - b. At the request of the District’s Special Services Director or designee, the Provider shall participate in District meetings, such as pre-referral meetings, team building staffing meetings, IEP meetings, parent conferences or other meetings as mutually agreed upon by both parties to the MOU;
    - c. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
    - d. Provide monthly tracking reports and other reports to the District on a mutually agreed upon schedule.
    - e. Provide in-service training for District staff as mutually agreed upon by both parties to the MOU; and
    - f. Perform other services as may be mutually agreed upon by both parties to the MOU.
  4. The participating school’s designated faculty will make referrals into the Program and work with on-site CREOKS staff to help optimize Program attendance.

- a. In the event that a Provider or other CREOKS employee providing services under this MOU is not providing services in accordance with the stated direction provided by the District's Director of Special Services or designee, the designated CREOKS administrative representative will be contacted by the Director of Special Services or designee. In the event that said issues are not resolved, CREOKS will, upon written request by the District, remove said personnel immediately from the Program.
- b. Full and proper staffing by CREOKS to fulfill its obligations under this MOU is required and paramount to the District's interests. CREOKS is required to fill all vacant positions or otherwise provide a substitute Provider for all vacant positions within thirty (30) days. The District may choose to terminate this MOU as provided herein and contract with another provider for the provisions of these services if at any time CREOKS fails to provide the requisite number and classification of Providers for the full performance of this MOU.
- c. All wages, taxes, benefits and other employment-related expenses and duties associated with the Providers or other CREOKS personnel are the sole responsibility of CREOKS.
- d. Services under this MOU will extend from August 1, 2026, to July 31, 2027. The Providers will provide services at the assigned school sites on the same schedule as the teachers at the assigned schools on each regular school day according to the District's 2026-2027 school calendar. Services provided during the summer months which are billable under this MOU will be mutually agreed upon by both parties.
- e. The District agrees to provide adequate space, furniture, computers, telephones, and other furnishings as mutually agreed upon by both parties to the MOU for the implementation of the Program.
- f. CREOKS will maintain all records, logs and documentation, including progress notes prepared by the Providers concerning students in the Program in compliance with the Family Educational Rights and Privacy Act and Oklahoma law.
- g. CREOKS shall act as the Medicaid Provider for all services provided under this MOU and will promptly bill Medicaid for all services provided to District students who are Medicaid eligible pursuant to the current Medicaid fee schedule for the services to be provided. CREOKS will comply with the requirements of state and federal law and regulations in seeking Medicaid reimbursement for these services. CREOKS is solely responsible for the proper billing of Medicaid-covered services under this Memorandum.

### **III. Liability and Indemnification**

- a. CREOKS agrees to and shall defend, indemnify and hold the District, 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 CREOKS, its officers, agents, employees, or contractors. Also, as the Medicaid Provider under this Agreement, CREOKS shall specifically indemnify and hold harmless the District, its officers, administrators, board members, employees, agents, assigns and attorneys from and against any and all liability, loss or expense, including reasonable attorneys' fees, relating to any legal proceedings (including, but not limited to, administrative proceedings), penalties, claims, or Medicaid disallowances arising out of any omission, fault or negligence by CREOKS, its agents, employees or anyone under its direction or control, or on its behalf, in connection with the billing of and reimbursement from Medicaid as required in this MOU.
  1. CREOKS agrees that prior to entering this MOU, CREOKS has obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and School Leaders Legal Liability insurance policy (SLL) (otherwise known as Directors and Officers Liability Insurance), each insuring CREOKS in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$2,000,000.00 in the

aggregate for person injury or death. CREOKS must add the District as an additional insured party on each policy for purposes of CREOKS's performance of this MOU and maintain the required insurance policies at all times while this MOU is in effect. CREOKS agrees that it will furnish the District with verification of the insurance policies required by this MOU. If any of the required insurance policies is cancelled during the school year, CREOKS must immediately notify the District.

2. Further, CREOKS affirms that its employees and any subcontractor who will be on District property and acting on behalf of CREOKS in performance of this MOU are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.
3. All educational materials and supplies will be provided to the Providers but remain the property of the District and shall be annually inventoried by the District.
4. CREOKS will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations and guidance applicable to the Program. District personnel will directly supervise the day-to-day operation of the Program.

#### **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 MOU in compliance with 70 O.S. §6-101.48. Specifically:
  1. CREOKS will not permit the Providers or any other person under its authority, whether employee or volunteer, to come on to school premises for any activity covered by this MOU 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 CREOKS employee which would otherwise be performed by a District employee on a full-time or part-time basis, CREOKS shall not permit any person(s) from performing work on District 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 MOU 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. CREOKS agrees to require all persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this MOU on school premises.
- d. CREOKS agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and Oklahoma law.
  1. A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally and even then only when essential and among authorized individuals, and which should never be shared with any third party.

2. Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student's name, or several students' names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).
  3. CREOKS agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this MOU. The only exception is where written permission for gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).
- e. CREOKS and the District agree that their employees and volunteers under their authority will conduct themselves in a professional and ethical manner and in accordance with District policies and procedures.

## V. POINTS OF CONTACT

Primary Contacts:

### **Sapulpa Public Schools**

**Name: Robert Armstrong**  
**Title: Superintendent**  
Address: Sapulpa Public Schools  
511 E Lee,  
Sapulpa, OK 74066  
Phone: (918) 224-3400  
Email: rarmstrong@sapulpaps.org

### **CREOKS Behavioral Health Services, Inc.**

**Brandi Smith**  
**Chief Clinical Officer/Clinical Director**  
CREOKS Behavioral Health Services  
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 MOU are not 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 MOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
- d. Nothing in this MOU 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 MOU 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. This MOU takes effect on August 1<sup>st</sup>, 2026 or on execution and approval by the Board of Education of the District, whichever occurs last, and ends on July 31<sup>st</sup>, 2027. 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 terms of the above MOU.

Witnessed:

**Sapulpa Public Schools**

**CREOKS Behavioral Health Services, Inc.**

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Signature

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Signature

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Printed Name

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