



NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF EDUCATION OF THE IDABEL PUBLIC SCHOOLS DISTRICT I-005, MCCURTAIN COUNTY, OKLAHOMA WILL BE HELD IN THE CONFERENCE ROOM AT THE IDABEL HIGH SCHOOL LIBRARY, 901 LINCOLN ROAD, IDABEL, OK 74745 ON November 13, 2023 AT 5:30 PM WITH THE FOLLOWING ITEMS TO BE CONSIDERED:

AGENDA
REGULAR MEETING OF THE BOARD OF EDUCATION
November 13, 2023

1. **OPENING: CALL TO ORDER AND ROLL CALL OF MEMBERS.**

A.

- A. **PRESIDENT: DONNY BUTLER**
- B. **VICE PRESIDENT: JERRY ROBINSON**
- C. **CLERK: DARRELL COURTNEY**
- D. **MEMBER: BRENT BOLEN**
- E. **MEMBER: JAMES RALEY**

2. **CONSENT AGENDA: VOTE TO APPROVE OR DISAPPROVE THE FOLLOWING ITEMS:**
MINUTES OF OCT 9, 2023 REGULAR MEETING
MINUTES OF OCT 23, 2023 SPECIAL MEETING

TREASURER'S REPORT
ENCUMBRANCES

FUND NUMBERS:
GENERAL FUND 11 - # 391-427
5 MIL BUILDING FUND 21- # 15-20
CHILD NUTRITION FUND 22- #
BUILDING BOND 38 - # 3
SINKING FUND 41- #

ACTIVITY FUND BALANCES

FUNDRAISER REQUESTS

- A. **5K AND 1 MILE RUN "RUN, RUN, RUDOLPH" PRIMARY SOUTH SET TO BEGIN DECEMBER 2 OR DECEMBER 9**
- B. **SCHOOL SUPPLIES SALE, PRIMARY SOUTH FOR THE DURATION OF THE 23-24 SCHOOL YEAR**

RESIGNATIONS AND RETIREMENTS:

ZOE COX - PARAPROFESSIONAL - CENTRAL
JORDAN PROCELL - PARAPROFESSIONAL - MIDDLE SCHOOL

DAILYN SHARP - PARAPROFESSIONAL - MIDDLE SCHOOL
STEPHANIE KING - SPED TEACHER - HIGH SCHOOL
KELLYE BLANKENSHIP - ABC - HIGH SCHOOL
WILMA ANDERSON - CUSTODIAN - EVENSTART

3. PRINCIPALS/DIRECTORS REPORT
SUPERINTENDENTS REPORT

4. CURRENT BOARD MEMBER TRAINING AND POINTS PRESENTATION

5. PRINCIPALS/DIRECTORS REPORT
LAURA BULLOCK:
ANNUAL DROP REPORT PRESENTATION
MARLIN COFFMAN:
ANNUAL DROP REPORT PRESENTATION
COLLEGE REMEDIATION REPORT PRESENTATION

6. DISCUSSION OF OKLAHOMA STATE DEPARTMENT OF EDUCATION (SDE), CHILD NUTRITION PROGRAMS (CNP), ADMINISTRATIVE REVIEW (AR) SUMMARY.

7. MOTION TO APPROVE OR DISAPPROVE OUT OF STATE TRAVEL REQUEST FOR IDABEL MIDDLE SCHOOL TIME TREKKERS BOOK CLUB TO TRAVEL OUT OF STATE TO KANSAS, NEBRASKA, SOUTH DAKOTA AND WYOMING FOR BOOK CLUB MAY 27-31, 2024 TO VISIT SITES READ ABOUT IN THIS YEAR'S BOOK CLUB.

8. VOTE TO APPROVE OR DISAPPROVE THE IDABEL PUBLIC SCHOOLS WELLNESS POLICY FOR 2023-2024

9. VOTE TO APPROVE OR DISAPPROVE MOU WITH CARL ALBERT MENTAL HEALTH.

10. VOTE TO APPROVE OR DISAPPROVE AN UPDATED APPEAL PROCEDURE TO THE CHILD NUTRITION PLAN MANUAL.

11. VOTE TO APPROVE OR DISAPPROVE THE PARTICIPATION AGREEMENT AMONG THE OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE), PUBLIC CONSULTING GROUP LLC (PCG), SUBSIDIARY OF PUBLIC CONSULTING GROUP HOLDINGS, INC. AND THE SCHOOL DISTRICT.

THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH THE OKLAHOMA HEALTH CARE AUTHORITY. (OHCA)

SCHOOL - BASED HEALTH SERVICES PROGRAM.

12. MOTION TO APPROVE OR DISAPPROVE UPDATED ACCEPTABLE USE POLICY FOR COMPLIANCE WITH CIPA, (CHILDREN'S INTERNET PROTECTION ACT).
13. MOTION TO APPROVE OR DISAPPROVE AMENDMENT TO THE OSAG AGREEMENT.
14. MOTION TO APPROVE OR DISAPPROVE SURPLUS ITEMS AS LISTED:
 - A. HUSKEE LT 4200 MOWER
POWERMORE ENGINE 420 CC
MTD
MODEL NUMBER 13W27755031
SERIAL NUMBER 1D123B40038
 - B. OLD A/C UNITS
 - C. OLD COPY MACHINES
 - D. TECH DEPT SURPLUS LIST (SEE ATTACHED)
15. DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE AN ELECTION FOR BOARD OF EDUCATION OFFICE NUMBER FOUR (4) FOR A FIVE YEAR TERM. BOARD OF EDUCATION PRIMARY ELECTION TO BE HELD ON FEBRUARY 13, 2024 AND BOARD OF EDUCATION GENERAL ELECTION TO BE HELD ON APRIL 2, 2024 AT ALL REGULAR POLLING PRECINCTS FROM 7:00 A.M. UNTIL 7:00 P.M. BOARD PRESIDENT AND BOARD CLERK SIGN AND EXECUTE THE "RESOLUTION OF BOARD OF EDUCATION TO THE COUNTY ELECTION BOARD." (SBE10)
16. MOTION TO APPROVE OR DISAPPROVE ADDING THE FOLLOWING AS ADJUNCT TEACHERS FOR THE CLASSES LISTED:
DANNY BELL: 3023 VOCAL PRODUCTION / THEATER
KELLYE BLANKENSHIP: 4611 PRECALCULUS
SCHELLYE BRYANT: ALL SUBJECTS (ART)
CHARLA CLEMENTS: 4630 GENERAL MATHEMATICS AND 5133 GENERAL SCIENCE
KAYLA DENTON: 2418 MARKETING
TYLER HARVISON: 4520 GEOGRAPHY
BRAXTON KINCADE: ALL SUBJECTS (ENGLISH)
TREVOR MATLOCK: 5160 PHYSICAL SCIENCE
ROBERT THORNTON: 3204 CHOCTAW I AND 3205 CHOCTAW II
MARCUS WHARRY: 4051 ENGLISH III; 5160 PHYSICAL SCIENCE
17. VOTE TO GO INTO PROPOSED EXECUTIVE SESSION TO DISCUSS THE FOLLOWING ITEMS:
AUTHORIZED BY: 25 O.S. SECTION 307 (B)(1).
EMPLOYMENT OF:
BOBBY FRADY - CUSTODIAN - PRIMARY SOUTH AND EVEN START
CARLA TATUM - HIGH SCHOOL AFTERSCHOOL PROGRAMS LEAD TEACHER FOR THE REMAINDER OF THE 23-24 SCHOOL YEAR.
18. ACKNOWLEDGE THAT THE BOARD HAS RETURNED TO OPEN SESSION.
19. EXECUTIVE SESSION MINUTES COMPLIANCE: STATEMENT BY BOARD PRESIDENT: THE IDABEL BOARD OF EDUCATION MET IN EXECUTIVE SESSION FOR THE PURPOSE OF

FUND-RAISER REQUEST

Date 10/11/23

Activity # _____

The sponsor is to complete the fund-raiser request form in duplicate and submit it to the building principal.

TO: Stephanie Ratcliff BUILDING: Primary South
(Principal)

Primary South PLANS TO RAISE FUNDS
(Club, Organization, Class, Activity)

Proposed Sales Project: 5K and 1 mile fun run "Run, Run, Rudolph"
Company and Address: Primary South
Representative: Stephanie Ratcliff, Kylie Yount, Ashley Attaway
Quantity to be Ordered: NONE

Cost per Unit: _____ Proposed Sale Price per Unit: _____

1. Date of the fund raising is December 2nd or December 9th
2. What are you going to use the money for? teacher appreciation, staff incentives, end of the year activities
3. How much are you trying to raise (dollar figure)? As much as possible

Requested by:

Kylie Yount
Sponsor Signature

Stephanie Ratcliff
Principal Signature

Board Action: Approved _____ Date: _____ Disapproved: _____ Date: _____

Signature: _____

FUND-RAISER REQUEST

Date 10/24/23

Activity # 941

The sponsor is to complete the fund-raiser request form in duplicate and submit it to the building principal.

TO: Mrs. Ratchiff BUILDING: Primary South
(Principal)

Library Activity #941 PLANS TO RAISE FUNDS
(Club, Organization, Class, Activity)

Proposed Sales Project: School Supplies

Company and Address: _____

Representative: _____

Quantity to be Ordered: Supplies in Stock

Cost per Unit: Φ Proposed Sale Price per Unit: _____

1. Date of the fund raising is 23-24 School year

2. What are you going to sue the money for? Library Supplies -

3. How much are you trying to raise (dollar figure)? _____

Requested by:
Janya Stuart
Sponsor Signature

[Signature]
Principal Signature

Board Action: Approved Date: _____ Disapproved: _____ Date: _____

Signature: _____



CHILD NUTRITION PROGRAMS

TO: Idabel Public School County/District Code: 48/1005
FROM: Child Nutrition Programs (CNP)
DATE: 11/9/2023
SUBJECT: Administrative Review (AR) Follow-Up Action

1. Receipt of your corrective action documentation has closed this review. A follow-up visit will not be necessary.
2. Your corrective action documentation, required as a result of the AR, has been received by this office. However, it has not been approved for the reasons listed below. Additional corrective action documentation must be submitted to the state office by _____ (ten days from date above). This corrective action documentation must be thorough and include corrections for the areas of noncompliance listed below in the *Comments* section. If additional documentation is not received by this deadline, your reimbursement for the CNP could be withheld.
3. Your corrective action documentation has not been received as required. Therefore, your reimbursement for CNP shall be withheld until corrective action is received.

Comments:

CNP Regional Program Specialist: Jill Hardin

CNP Regional Program Specialists Cell Phone Number: 405-239-0598

**Oklahoma State Department of Education (SDE)
Child Nutrition Programs (CNP)
ADMINISTRATIVE REVIEW (AR) SUMMARY**

Name of School Food Authority (SFA): Idabel Public School County District Code: 48-I005

Superintendent: Alan Bryant

Address of SFA: 200 NE Ave C City: Idabel Zip Code: 74745

CN Specialist(s) Conducting Review: Jill Hardin and Sandy Bullard

An AR of your SFA's CNP operation has been completed. The SFA was found in: Compliance Noncompliance

Review Month: 8/2023 Date of Review: 10/9-12/2023 Date Review Closed: Pending

Number of Schools in SFA: 4 Number of Schools Reviewed: 1 Number of Eating Sites Reviewed: 1

List schools reviewed for the following CNP:

National School Lunch Program (NSLP): Idabel High School

School Breakfast Program (SBP): Idabel High School

After-School Snack Program (ASSP): N/A

Special Milk Program (SMP): N/A

Fresh Fruit and Vegetable Program (FFVP): N/A

Seamless Summer Food Program (SSFP): _____

Does the SFA operate under any special provisions: (Select any that apply)

- Provision 1
- Provision 2
- Provision 3
- Community Eligibility Provision (CEP)

This SFA had violations in the following areas:

- PS-1 Violations
- PS-2 Violations
- Resource Management Violations (Indicate area of violation)
 - Maintenance of the Nonprofit Paid Lunch Equity
 - Revenue from Nonprogram Foods Indirect Costs
- General Area Violations

If applicable, mark appropriate boxes:

- Recalculation required
- Fiscal Action Workbook completed

YES	NO	REVIEW FINDINGS			
<input type="radio"/>	<input checked="" type="radio"/>	A. Program Access and Reimbursement			
		YES	NO		
		<input type="radio"/>	<input checked="" type="radio"/>	Certification and Benefit Issuance	
		<input type="radio"/>	<input checked="" type="radio"/>	Verification	
<input type="radio"/>	<input checked="" type="radio"/>	Meal Counting and Claiming			

Finding(s) Details:

YES	NO	REVIEW FINDINGS			
<input type="radio"/>	<input checked="" type="radio"/>	B. Meal Patterns and Nutritional Quality			
		YES	NO		
		<input type="radio"/>	<input checked="" type="radio"/>	Meal Components and Quantities	
		<input type="radio"/>	<input checked="" type="radio"/>	Offer versus Serve	
<input type="radio"/>	<input checked="" type="radio"/>	Dietary Specifications and Nutrient Analysis			

Finding(s) Details:

YES	NO	REVIEW FINDINGS			
<input checked="" type="radio"/>	<input type="radio"/>	C. School Nutrition Environment			
		YES	NO		
		<input checked="" type="radio"/>	<input type="radio"/>	Food Safety	
		<input type="radio"/>	<input checked="" type="radio"/>	Local School Wellness Policy	
		<input type="radio"/>	<input checked="" type="radio"/>	Competitive Foods	
		<input checked="" type="radio"/>	<input type="radio"/>	Other Resource Management	
<p>Finding(s) Details:</p> <p>Food Safety- CFR 210.13 Requirement: The Food Service Director must complete the 8-hour Food Safety in Schools required training every 5 years. Finding: The Food Service Director has not completed the required Food Safety in Schools training as of October 12,2023. Corrective Action Required: The Food Service Director must complete the required Food Safety in Schools training and send the certificate to Jill Hardin.</p> <p>Maintenance of the Non-Profit Food Service Account - 7 CFR 210.14 & Adult Meals FNS Instruction 782-5 Rev.1 Requirement: Only allowable costs are allowed to be charged to the Child Nutrition Program. Finding: There were unallowable charges in the amount of \$4668.10 charged to the Child Nutrition Program. Corrective Action Required: General fund must repay Child Nutrition Program \$4668.10. You need to send documentation to Jill Hardin once payment has been completed.</p> <p>Revenue from Non-program Foods- 7CFR 210.14(f) After completing the comprehensive resource management review for Revenue from non-program foods, it was determined that this was not an area that needed corrective action.</p>					
<input type="radio"/>	<input checked="" type="radio"/>	D. Civil Rights			
<p>Finding(s) Details:</p>					

Comments/Recommendations:

[Empty box for comments/recommendations]

CORRECTIVE ACTION REQUIRED TO BE COMPLETED BY (§210.18[i][2]): 11/10/2023

CORRECTIVE ACTION DOCUMENTATION REQUIRED IN STATE AGENCY BY (§210.18[i][2]):


12/10/2023 (30 days from the date the corrective action must be completed)

An exit conference was conducted (§210.18[i][2]) discussing the AR Review findings on: 10/12/2023

with Sterrette Coffman, FSD (Name and Title of School Representative)

CNP Specialist(s): Jill Hardin and Sandy Bullard

Section 207 of the HHFKA amended section 22 of the NSLA (42 U.S.C. 1769c) to require state agencies to report the final results of the AR to the public in an accessible, easily understood manner in accordance with the guidelines promulgated by the Secretary. Regulations at 7 CFR 210.18(m) require the State Agency to post a summary of the most recent final AR results for each SFA on the State Agency's publicly available Web site no later than 30 days after the State Agency provides the final results of the AR to the SFA. The State Agency must also make a copy of the final AR report available to the public upon request.



Signature of School Representative

10-12-23
Date

Date Review Summary Was Publicly Posted: 11-13-23



Idabel Public Schools
200 NE Avenue C
Idabel OK, 74745
Phone: 580-286-7639
Fax: 580-286-8276
www.idabelps.org
Superintendent Alan Bryant

November 7, 2023

North Central Accredited

85 Years

National Merit Scholars

5

Academic All-State Scholars

14

Oklahoma Academic Scholars

57

Oklahoma Arts Excellence Recipients

25

Middle School Oklahoma Science Fair Regional Champions

22

American FFA Degree Awards

5

State Track Championships

22

State Basketball Championships

1

State Golf Champions

6

To: Oklahoma State Department of Education Child Nutrition Programs Jill Hardin and Sandy Bullard CNP Specialists

Issue one: The Food Service Director had not completed the 8-hr Food Safety in Schools required training.

Corrective Action Required: Training required every five years.

Action: Mrs. Coffman completed the training November 5th, 2023 and the Food Service Director will take the training each five years to stay in compliance.

Issue Two: There were unallowable charges made in the amount of \$4668.10 charged to the Child Nutrition Program.

Corrective Action Required: The General fund must repay the Child Nutrition Program these funds.

Action: The district will send verification that funds were spent in the general fund to cover this cost and in the future the Food Service Director will get approval from the State Child Nutrition Program Director before purchasing TV's or other equipment for the cafeterias/kitchens that might not be considered directly for the benefit of the students in the child nutrition program.

Respectfully submitted,

Sterrette Coffman
 Director of Special Services and Accountability
 Idabel Public Schools

OUT OF STATE TRAVEL

DATE: 10.9.23

WHO WILL BE TRAVELING:

1M3 Time Trekkers Book Club

DATE OF TRAVEL:

May 27-31, 2024

MODE OF TRAVEL:

2 Suburbans

DESTINATION:

Kansas, Nebraska, South Dakota,
and Wyoming

PURPOSE:

To visit the sites read about in this
year's book club.

PRINCIPAL SIGNATURE:

Laura Bullock

BOARD APPROVED: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on this day of 2022 (Effective Date), by and between Carl Albert Mental Health (here after referred to as “Agency”) and Idabel Public School District I-005(here after referred to as “District”).

This Memorandum of Understanding, hereinafter referred to as “MOU,” shall stand as evidence that Carl Albert Mental Health, 200 East Lincoln Road, Idabel, OK 74745, hereinafter referred to as AGENCY, agrees to work with **Idabel Public School District** which serves as the lead local education agency. To this end, each entity, agency and/or organization agrees to develop a central “no wrong door” crisis and service access system for students experiencing mental health crisis and/or require additional outpatient services and support, assist school personnel with being able to identify students at risk for emotional or behavioral health challenges, and promote a positive school environment.

Responsibilities:

AGENCY will be the mental health provider ensuring professionally competent and responsive practices, which may include, but are not limited to:

- Serving as the centralized access point for individuals and families seeking crisis services and support; and additional outpatient behavioral health services;
- Conduct standardized initial screening and assessments for youth needing services,
- Working with school administration and student’s legal guardian to ensure coordination of higher levels of care,
- Provide school-based services to clients actively enrolled in outpatient behavioral health services,
- Behavioral health training and consultation as agreed upon by the AGENCY administration, which may include information on evidence-based practices, accessing crisis services through 988 or Youth Mobile Crisis Response,
- Supporting district wide crisis response planning,
- Facilitating district wide in-service behavioral health training as mutually agreed upon by both parties, Communicating and collaborating with partner agencies; and
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA), HIPAA, Part 2 and Oklahoma Law.

Idabel Public School District will be the lead local education agency ensuring students and families are referred to crisis services when needed, and additional services and support, which may include, but are not limited to:

- Supporting efforts to centralize access for individuals and families seeking crisis services and support; and additional behavioral health services,
- Contacting AGENCY personnel any time a student is experiencing a mental health or substance related crisis,
- Ensuring a confidential location where student can receive crisis screening and assessment,

- Notifying student’s legal guardian that a crisis screening is/was provided and the rationale for why the screening was necessary,
- Working with AGENCY and student’s legal guardian to ensure coordination of higher levels of care,
- Provide AGENCY staff access to client’s actively enrolled in outpatient behavioral health services through the partnering AGENCY,
- Promote parental involvement in collaboration with AGENCY,
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and Oklahoma Law; and
- Demonstrating “good faith” efforts to improve cross-system collaboration and sustain inter-agency cooperation through in-service training and consultation.

Additional and On-Going Obligations of Parties:

Idabel Public School District and AGENCY will jointly review the crisis response protocol and working agreements every two (2) years and consider any updates necessary to better meet the needs of students. **Idabel Public School District** and AGENCY will include a review process for information gathered from the Oklahoma Prevention Needs Assessment (OPNA), or an alternative survey, for the purpose of providing direction to effectively improve the lives of students regarding a variety of mental, emotional, and behavioral health issues. Beginning in the 2023-2024 school year, and biennially thereafter, **Idabel Public School District** will administer the OPNA, or an alternative survey as approved by the Oklahoma Department of Mental Health and Substance Abuse Services.

Idabel Public School District School Administration shall submit the latest protocol and MOU to the Oklahoma Department of Education.

Term and Termination:

The initial term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2025. Thereafter, all changes to the protocol and MOU will need to be signed by the School Board and AGENCY officials and submitted to the Oklahoma Department of Education by School Administration.

Either party may terminate this Agreement with 60 days' notice, with or without cause, with or without a hearing, by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of first set forth above. Each individual signing below represents and warrants that she/he is a duly authorized individual with authority to bind her/his respective party.

AUTHORIZED SIGNATURES



Lead Education Agency:

(Print) Name: _____ Title: _____

Signature: _____ Date: _____

CMHC/CCBHC:

(Print) Name: _____ Title: _____

Signature: _____ Date: _____

Student Mental Health Protocol

Model Policy Guidance
70 O.S. § 24-159

This protocol template was prepared in collaboration with the Oklahoma Department of Mental Health and Substance Abuse Services.



IDABEL PUBLIC SCHOOLS
Superintendent Doug Brown

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Statement of Purpose

This model policy guidance was provided to school districts in accordance with the provisions of the Student Mental Health Protocol at 70 O.S. § 24-159. Local school districts and school boards may use this policy guidance as a model or develop their own policies that comply with its requirements. Districts may develop their own policy using the language below

Idabel Public School District supports student health and wellness protocols to include mental health supports. It is the policy of Idabel Public School District to align access to mental health support by providing community resources for students and guardians focused on mental health treatment options and crisis response intervention. It is also the policy of the Idabel Public School District to provide mental health and crisis response training to school personnel. This process will involve consistent collaboration between Idabel Public School District and community mental health partnerships. This policy shall extend to all schools in Idabel Public School District.



Definitions

Mental Health

Includes emotional, psychological, and social well-being and affects how individuals think, feel, and act. Mental health also determines how individuals handle stress, relate to others, and make healthy choices. (Information obtained from [CDC, 2021](#).)

Mental Health Crisis

Any situation in which a person's behavior or verbalized distress puts them at risk of hurting themselves or others and/or prevents them from being able to care for themselves or function effectively in the community. The 988 Mental Health Lifeline operates 24/7, offering anyone who dials 9-8-8 access to mental health crisis services.

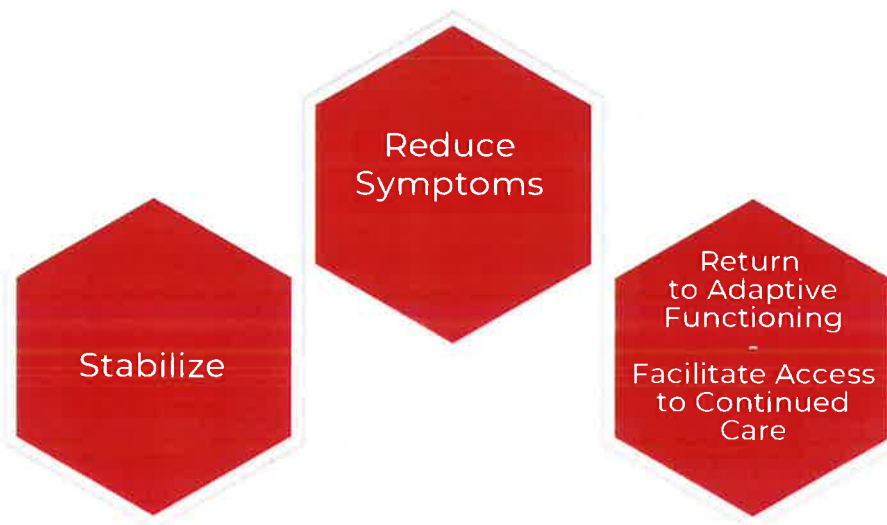
Crisis Response

Refers to the advance planning and actions taken to address natural and manmade disasters, crises, critical incidents, and tragic events. Of course, in an emergency, it is always best to call 911.

Crisis Intervention

Can mitigate adverse reactions, facilitate coping and planning, assist in identifying and accessing available support, normalize reactions to a crisis, and assess capacities and need for further support or referral to the next level of care.

The three main goals of crisis intervention are:



Privacy Requirements

All district/site protocols must comply with the privacy requirements of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

The Family Educational Rights and Privacy Act

(FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the students when they reach the age of 18 or attend a school beyond the high school level.

HIPAA

Also known as Public Law 104-191, HIPAA has two main purposes: to provide continuous health insurance coverage for workers who lose or change their job and to ultimately reduce the cost of health care by standardizing the electronic transmission of administrative and financial transactions. Other goals include combating abuse, fraud, and waste in health insurance and health care delivery, and improving access to long-term care services and health insurance.

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other individually identifiable health information (collectively defined as "protected health information") and applies to health plans,

health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The rule requires appropriate safeguards to protect the privacy of protected health information and sets limits and conditions on the uses and disclosures that may be made of such information without an individual's authorization. The rule also gives individuals rights over their protected health information, including rights to examine and obtain a copy of their health records, to direct a covered entity to transmit an electronic copy of their protected health information in an electronic health record to a third party, and to request corrections. The Privacy Rule is located at 45 CFR [Part 160](#) and Subparts A and E of [Part 164](#).



Recognize Warning Signs

Signs of a mental health crisis episode may not always be apparent in a student/child. Keeping the following warning signs in mind, teachers, principals, and other staff members can begin to identify the need for intervention.

Abusive Behavior

Often a student in mental distress will show abusive behavior to themselves and others. This may include self-harm, substance abuse, physical abuse, etc.

Inability to Perform Daily Tasks

This can include even the most simple tasks such as bathing, brushing teeth and/or hair, and putting on clean clothes.

Increased Agitation

Children showing signs of increased agitation may use verbal threats, be violently out of control, destroy property, and more.

Isolation

Children and young adults in mental health crisis tend to isolate themselves from family and friends at school and at work.

Loses Touch with Reality (Psychosis)

Psychosis encompasses the following behaviors: showing signs of confusion, having strange ideas, thinking they're someone they're not, not understanding what people are saying, hearing voices, and seeing things that aren't there.

Paranoia

Paranoia manifests in suspicion and mistrust of people or their actions without evidence or justification.

Rapid Mood Swings

Increased energy levels, the inability to stay still, pacing, sudden depression and withdrawal, and becoming suddenly happy or calm after a period of depression may be indicative of a student in crisis.

Other warning signs may include:

- Changes in school performance
- Pulling away from people and things
- Having low or no energy
- Having unexplained aches and pains, such as constant stomachaches or headaches
- Feeling helpless or hopeless
- Excessive smoking, drinking, or drug use, including prescription medications
- Eating or sleeping too much or too little
- Worrying a lot of the time - feeling guilty but not sure why
- Having difficulty readjusting to home or work life
- Thinking about suicide
- Inability to perceive changes in their own feelings, behavior, or personality (lack of insight or anosognosia)



Safeguard Student Health and Safety

It is important to establish a culture of support and safety to enhance student health and prevent barriers to effective crisis response. Districts can assist with this process by fostering healthy relationships built on a foundation of trust, respect, and care in schools. These safeguards help to positively affect student-teacher relationships, increase engagement for students and families, and improve two-way communication between all parties. A culture of safety and support works to replace fear, uncertainty, and punishment as motivators with belonging, connectedness, and willingness to change.

Every school employee with reason to believe any student under the age of 18 years is a victim of abuse or neglect is required by law to report the matter *immediately* to the Oklahoma Department of Human Services (OKDHS) and local law enforcement. ([70 O.S. § 1210.163](#); [10A O.S. § 1-2-101](#)). The OKDHS Hotline number is [1-800-522-3511](tel:1-800-522-3511), and the online reporting link is www.OKHotline.org. Districts are encouraged to develop a streamlined process for documenting calls placed to OKDHS. The Oklahoma State Department of Education (OSDE) has created a [Child Abuse Reporting Form](#) template for the initial report to OKDHS and an [investigation form](#) schools may use if an investigative entity comes to the school to speak with the identified student.

Beginning with the 2022-2023 school year, pursuant to [Maria's Law](#), all schools are required, as part of any health education curriculum, to include instruction in mental health, with an emphasis on the interrelation of physical and mental well-being. School districts may enter into agreements with nonprofit entities and other community partners to assist with or provide mental health education to students if the nonprofits and community partners are approved by the Oklahoma State Department of Education (OSDE) and the Oklahoma Department of Mental Health and Substance Abuse Services.



Response Procedures

What to Do in a Mental Health Crisis

Steps all staff should take when addressing warning signs or managing student disclosure.

Assess the situation.

- Is the person in danger of hurting themselves, others, or property?
- Do you need emergency assistance?

Call 988 to engage with trained crisis counselors for help with suicidal, substance use, and/or a mental health crisis.

Immediately call 911 for emergency assistance if the student requires medical attention.

- Talk to the student in a safe space.
- All staff members' responses should be calm, supportive, and non-judgmental.
- Keep voice calm.
- Listen to the student.
- Ask questions, but do not push.
- Express support and concern.
- Ask how you can help.
- Gently announce actions before initiating them.

Walk with the student to School Counselor or School Administrator

***note - student should have adult supervision at all times.**

School Staff should follow district safety protocol and refer the student for crisis services at [\[insert certified community behavioral health clinic\]](#).

Immediately following the incident, appropriate staff member/s should document steps taken on the mental health referral packet.

- Referral Form
- Parent/Guardian Notification Form
- Student Re-entry Plan

If a student is out for an extended time (more than two school days), caregiver/student/counselor meeting should be held a minimum of 24 hours in advance of the student's return to school.

Remember

A person experiencing a mental health crisis may not always clearly communicate their thoughts, feelings, needs, or emotions. They may also find it difficult to understand what others are saying. It's important to empathize and connect with the person's feelings, stay calm, and try to de-escalate the crisis. Seek outside assistance from your local Certified Community Behavioral Health Clinic for additional support.



Student Return to Learn Guidelines

Whenever possible, the school counselor should meet with the student's parent or guardian and the student to discuss re-entry to the school day after an extended physical health absence, behavioral health assessment, or extended hospitalization.

1. The school counselor should request a meeting with the student and their parent or guardian.
2. This group should discuss and document a re-entry procedure and what would help to ease the transition back into the school environment (e.g., whether or not the student will be required to make up missed work, the nature of check-in/check-out visits, etc.), address any concerns the student or parents/guardians may have.
3. All accommodations should be documented.
4. A designated staff person should periodically check in with the student to help with readjustment to the school community and address any ongoing social or academic concerns.
5. The school counselor should periodically check in with parents/guardians to update progress or concerns.
6. The counselor should meet with the student's faculty to share information about curriculum and social concerns prior to the student's return.
7. The school counselor should be available to teachers to discuss any concerns they may have regarding the student after re-entry.



Community Resources

Certified Community Behavioral Health Clinics (CCBHC)

In accordance with [70 O.S. § 24-159](#), Idabel Public School District will collaborate with [\[CCBHC\]](#) to provide mental health crisis responses. Idabel Public School District will communicate with [\[CCBHC\]](#) in the event that mental health crisis services are needed. The district may also utilize the 988 Mental Health Lifeline.

988 Suicide and Crisis Lifeline

The 988 Mental Health Lifeline is a three-digit number for the national Mental Health Lifeline. The 988 Mental Health Lifeline operates 24/7 and offers services for mental health crisis calls. Operators are licensed and certified health crisis specialists who answer calls, connect to, and dispatch local services and mobile crisis teams.

Mobile Crisis Response

The Youth Mobile Response and Stabilization System is a mobile intervention service for children, youth, and young adults experiencing behavioral health emergencies.

Resources:

Memorandum of Understanding (MOU) between district and CCBHC

[MOU template \(ODMHSAS\)](#)

[MOU template \(OSDE\)](#)



Guardian Notification

Guardians will be notified by school personnel to streamline and assist with mental health crisis response efforts. The following steps may be helpful:

1. The parents/guardians on file should be contacted by a designated school professional (Administrator, School Counselor, School Social Worker, School Resource Officer, or other school personnel).
2. Arrange for parents/guardians to come to the school.
3. Meet with parents/guardians directly and review the [Emergency Student Crisis Notification](#).
4. Provide parents/guardians with a copy of the form and all collateral referrals and/or contact resources.
5. Discuss with parents/guardians the [school re-entry](#) process upon release from a medical professional and the importance of [Consent for Release of Confidential Information](#).

Schools shall notify parents and guardians in accordance with [70 O.S. § 24-100.7](#) and [70 O.S. § 24-15](#).

Resources:

- A. [Emergency Student Crisis Notification](#)
- B. [Provider List](#) (district-developed list of local mental health providers/resources)
- C. [School Re-entry Plan](#)
- D. [Safety Plan](#)
- E. [Consent for Release of Confidential Information](#)



Mental Health Partnerships

Idabel Public School District will request that the local school board obtain a signed working agreement with each identified mental health provider outlining all obligations under the protocol and a strategy for regularly reviewing its effectiveness using anonymous, nonidentifiable data.

Idabel Public School District will provide a statement/plan on dissemination of Oklahoma Prevention Needs Assessment (OPNA) survey data and other mental health data.

Idabel Public School District will submit the latest mental health crisis protocol and CCBHC working agreements to the State Department of Education (OSDE); all revisions and updates to the protocol and working agreements will be submitted to the OSDE.

Idabel Public School District and partnering mental health provider/s to conduct a joint review of the protocol and related working agreements every two years and consider any updates to better meet student needs. Requires districts and providers to include information collected from the OPNA survey, or an approved alternative survey, as part of the review process.

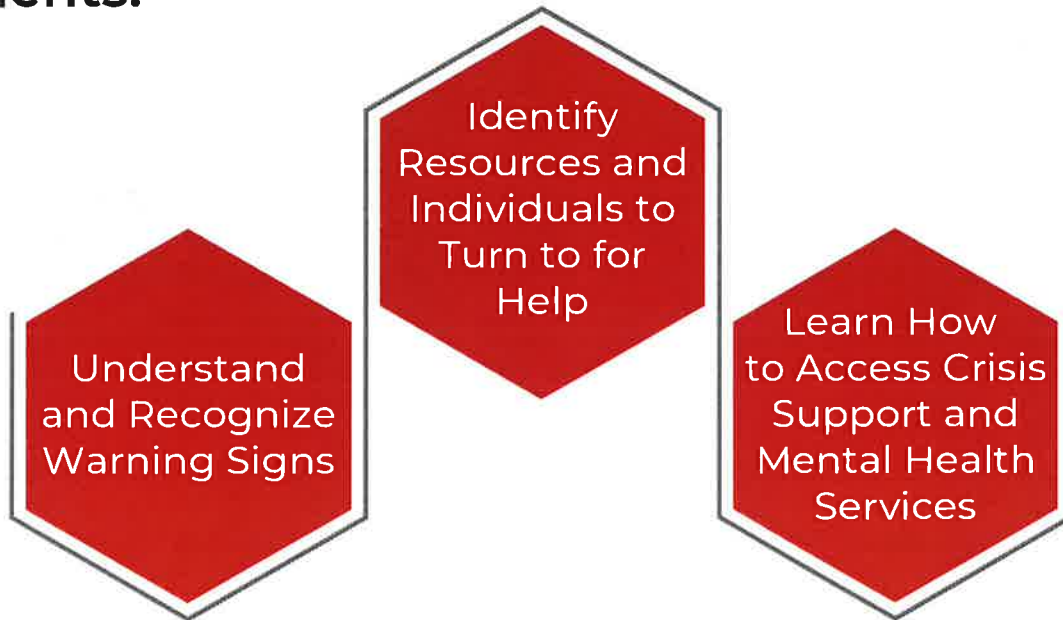
The Oklahoma Prevention Needs Assessment refers to the biennial mental health prevention survey of public school students in grades six, eight, ten, and twelve managed by the Department of Mental Health and Substance Abuse Services (ODMHSAS). ODMHSAS shall maintain the Oklahoma Prevention Needs Assessment and provide technical assistance for schools in survey administration, reporting, planning, and development of school mental health prevention and intervention strategies informed by the survey results. If a school or school district chooses to administer an alternative survey or assessment tool to fulfill the purpose, it may apply for a waiver through ODMHSAS.

Beginning in the 2022-23 school year, and biennially thereafter, Idabel Public School District will administer, the OPNA, or an alternative survey supported by ODMHSAS, for the purpose of providing direction to schools, school districts, and communities to effectively improve the lives of students regarding a variety of issues with a focus on alcohol, tobacco, other drug use, mental health, academic failure, and violence.



District Training: What Educators Should Know

Effective district training meets the following components:



In accordance with Student Mental Health Protocol [70 O.S. § 24-159](#), Idabel Public School District is committed to providing school administrators, teachers, support employees, and school-based mental health providers ready access to and regular training on the mental health protocol.

In accordance with the Suicide Awareness and Prevention Act, [70 O.S. § 24-100.7](#), Idabel Public School District board of education shall provide district-wide training to all staff on a biennial basis addressing suicide awareness and prevention. As a core element, this training requirement should include evidence-based approaches. The Department of Mental Health and Substance Abuse Services shall make available, at no cost to the districts, a curriculum for staff that addresses suicide awareness and prevention. The training program may be combined with any other training addressing bullying prevention provided by the school district.

In accordance with the Oklahoma Teacher Preparation Act, [70 O.S. § 6-194.3](#), Idabel Public School District board of education shall require a training program for teachers which shall emphasize the importance of recognizing and addressing the mental health needs of students. The program shall be completed the first year a certified teacher is employed by a school district, and then once every third academic year.



Other Requirements

Reporting Procedures to the Oklahoma State Department of Education

In order to assist the State Department of Education with compliance efforts pursuant to the [Student Mental Health Protocol](#) at 70 O.S. § 24-159, each school district shall submit the latest protocol and working agreements to the State Department of Education, which shall share the protocols and agreements with the Department of Mental Health and Substance Abuse Services. These agencies may require revisions to ensure compliance with applicable laws, regulations, and established evidence-based practices.



Oklahoma Student Mental Health Legislation Table

Title Legislation Overview

Mental Health Training	70 O.S. § 24-100.7	Directs the development and dissemination of information, training and resources regarding mental health needs of students.
Mental Health Protocol	70 O.S. § 24-159	Requires public school districts to maintain a protocol for responding to students in mental health crises and requires districts to provide written notification to parents regarding their right to opt their student out of the OPNA student survey.
Mental Health Education Standards	70 O.S. § 11-103.9b	Requires that all schools, as part of any health education curriculum, include instruction in mental health, with an emphasis on the interrelation of physical and mental well-being.
Student In-Patient Disclosure	70 O.S. § 3-169	Optional disclosure by parent to school officials prior to or at enrollment regarding previous (in the past 24 months) emergency mental health inpatient (acute, residential, or crisis) support from a mental health/behavioral health facility.
Student ID Cards	70 O.S. § 24-100.10	Requires that school districts and charter schools serving students in grades 7 through 12 that issue student identification cards to print the telephone number of the National Suicide Prevention Lifeline (call or text 988) and the Crisis Text Line (text HOME to 741741) on one side of the cards.
OPNA	70 O.S. § 24-158	Requires schools to administer, in cooperation with the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), the Oklahoma Prevention Needs Assessment (OPNA) survey or comparable survey instrument on a biennial basis.
Suicide Prevention	70 O.S. § 24-100.7	Requires school district boards of education to adopt suicide awareness and drug abuse policies, train and provide curriculum to staff, and provide XX training to students in grades X through XX.
Child Abuse Prevention	70 O.S. § 1210.163	Requires every school employee having reason to believe that any student under the age of 18 years is a victim of abuse or neglect shall report the matter immediately to the Department of Human Services and local law enforcement.



Relevant Documents and Resources

Prevention Resources

- [ODMHSAS School-based Prevention](#)
- [Multi-tiered System of Support for Bullying Prevention](#)
- [Oklahoma School Safety and Bullying Prevention Act](#)
- [OSDE Bullying Prevention Training Request Form](#)
- [Sample Bullying Harassment Investigation Form](#)
- [Sample Interview Form](#)
- [Sample Reporting Form](#)

School Climate

- [School Climate Best Practices](#)

Mental Health and Crisis Response

- ODMHSAS Network of Care
- [Certified Community Behavioral Health Clinics](#)
- Child Abuse and Neglect Guidance
- Companion Guide - NAMI
- Confidentiality Agreement
- Consent for Release of Confidential Information
- Counselor Process for Responding to Suicide
- Emergency Student Crisis Notification Form
- Mental Health Crisis Signs
- OKDHS Hotline
- Oklahoma Comprehensive School Counseling Framework Safety Threat Assessment
- School Re-Entry Plan
- Suicide Information Sheet
- Suicide Prevention Resources
- Warning Signs and Risk Factors for Emotional Distress



IDABEL CACFP PROCEDURES

CACFP APPEAL PROCEDURES

1. A site will be notified in writing of the grounds upon which Idabel Public Schools based its action. The notice will inform the site of its right to appeal. Two types of appeals are authorized:

a. The site may request a review of the records. Upon receipt of such a request, Idabel Public Schools will appoint a review official to conduct the review.

OR

b. The site may request a hearing, but there is no requirement that Idabel Public Schools must offer this type of appeal. Upon receipt of a request for a hearing, Idabel Public Schools will appoint a review official to conduct the hearing.

2. The written request for a review of records or for a hearing must be filed by the site no later than 15 calendar days from the date the site receives the notice of action. The 15 days shall begin on the day the notice of action was received. A hearing will be held by the review official in addition to, or in lieu of, a review of written information submitted by the site only if the site so specifies in the letter requesting the appeal. Therefore, the written request must specify which type of appeal is requested. Idabel Public Schools will acknowledge the receipt of the request for appeal within 10 calendar days.

3. The site may refute the information contained in the notice of action in person or by written documentation presented to the review official. The site must have the opportunity to review the record on which Idabel Public Schools's action was based. In order to be considered, written documentation must be filed with the review official not later than 30 calendar days after the site received the notice of action. The 30 days shall begin on the day the notice of action was received. The site may be represented by legal counsel or another person. The following applies to the two types of appeals:

a. Review of Records

- Upon receipt of an appeal requesting a review of the records, the review official will notify the site and Idabel Public Schools of the timelines for submission of documents.
- Failure to submit written documentation to refute the action taken by Idabel Public Schools within the 30-day time period will constitute the site's waiver of the appeal, resulting in the action taken by Idabel Public Schools being upheld.

b. Hearing

- Upon receipt of an appeal requesting a hearing, the review official will notify the site and Idabel Public Schools of the timelines for submission of documents.

- Written documentation submitted after the 30-day time period will not be considered at any point during the appeal process, including the hearing.
 - If the site chooses to be represented by legal counsel, it will notify Idabel Public Schools of the counsel's name and address.
 - The review official will notify the site and Idabel Public Schools by certified mail of the time, date, and place of the hearing. The notice must be provided at least 10 calendar days prior to the hearing.
 - The site must be permitted to contact the administrative review official directly if he/she so desires.
 - Failure of the site or his/her representative to appear at a scheduled hearing will constitute the site's waiver of the right to a personal appearance before the review official, unless the review official agrees to reschedule the hearing.
 - Idabel Public Schools will have representatives in attendance at the hearing who may provide information and documentation supporting the action taken.
4. Idabel Public Schools documents and information relating to the site and the action taken will be available for inspection and copying pursuant to the Open Records Fee Schedule at the office of Idabel Public Schools.
 5. The review official will be an independent and impartial official other than, and not accountable to, any person authorized to make decisions that are subject to appeal.
 6. The review official will make a determination based on information provided by Idabel Public Schools, the site, and the laws and regulations governing the Child Nutrition Programs (CNP).
 7. Within 60 calendar days of receipt of the request for appeal, the review official's determination must be delivered to the site and Idabel Public Schools.
 8. Participating sites may continue to operate under the Program during an appeal of proposed termination unless the action is based on imminent danger to the health or welfare of participants. If the site has been terminated for this reason, Idabel Public Schools must specify this in its notice of action.
 9. The determination by the review official is the final administrative determination to be afforded to the site.
 10. Pursuant to the federal regulations, appeals will not be allowed on decisions made by Food and Nutrition Service (FNS).

This institution is an equal opportunity provider.

Seriously Deficiency Procedures

Idabel Public Schools will use its discretion to determine whether the specific problem rises to the level of serious deficiency. Idabel Public Schools will consider, but not limit themselves to the following items:

- **The severity of the problem.** Is the noncompliance on a minor or substantial scale? Are the violations indicative of a recurring problem at the provider, or is the problem an isolated event? Even minor problems may be serious if systemic. Some problems are serious even though they have occurred only once.
- **The degree of responsibility attributable to the site.** To the extent that evidence is available, can Idabel Public Schools determine whether the violations were inadvertent errors of an otherwise responsible site? Is there evidence of negligence or a conscious indifference to regulatory requirements? Or, even worse, is there evidence of deception, or intentional noncompliance?
- **The site's history of participation in the Program.** Are problems of noncompliance frequently recurring at the same site?
- **The nature of the requirements that relate to the problem.** Are the site's violations a clear violation of Program requirements? Has the site failed to implement the new CACFP policy appropriately?
- **The degree to which the problem impacts Program integrity.** Are the violations undermining the intent or purpose of the CACFP?

A site will be declared seriously deficient within 10 calendar days by Idabel Public Schools Idabel Public Schools if any of the following areas of noncompliance exist:

- 7 CFR 226.16(l)(2)(i) - Submission of false information on the application;
 - 7 CFR 226.16(l)(2)(ii) - Submission of false claims for reimbursement;
 - 7 CFR 226.16(l)(2)(iii) - Simultaneous participation under more than one sponsoring organization;
 - 7 CFR 226.16(l)(2)(iv) - Noncompliance with the Program meal pattern;
 - 7 CFR 226.16(l)(2)(v) - Failure to keep required records;
 - 7 CFR 226.16(l)(2)(vi) - Conduct or conditions that threaten the health or safety of children in care, or the public health or safety;
 - 7 CFR 226.16(l)(2)(vii) - A determination that the day care home has been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State Agency, or the concealment of such a conviction;
 - 7 CFR 226.16(l)(2)(viii) - Failure to participate in training; or
 - 7 CFR 226.16(l)(2)(xix) - Any other circumstances related to nonperformance under the sponsoring organization-day care home agreement, as specified by the sponsoring organization or the State Agency.
- NOTE: Any site who submits a claim in which adjustments result in a 25 percent or more error rate will be declared seriously deficient (see Payment Voucher/Disbursement Records).

Only an authorized representative(s) of Idabel Public Schools will be responsible for signing each notice. A notice detailing the serious deficiencies with an enclosed corrective action plan (CAP) will

be sent by certified mail (or the equivalent private delivery service), by fax, or by email within 10 calendar days. A notice is considered received by Idabel Public Schools five (5) days after being sent to the addressee's last known mailing address, fax number, or email address. At the same time a notice is issued, Idabel Public Schools will provide a copy of the notice to the State agency.

Corrective Action Plans (CAP) for Sites

In response to the serious deficiency notice, the site must submit a CAP within 30 calendar days (not just postmarked) that details the processes implemented to ensure that the serious deficiencies have been fully and permanently corrected. Idabel Public Schools will evaluate the CAP and determine whether adequate internal controls have been put into place to fully and permanently correct the deficiencies. An acceptable CAP must include the following information:

- Name of the site(s) associated with the serious deficiencies;
- Address of the site;
- Date of birth for the site(s) associated with the serious deficiencies; and
- Details of the serious deficiencies:
 - o What are the serious deficiencies and the procedures that were implemented to address the serious deficiencies?
 - o Who addressed the serious deficiencies? List FDCH personnel responsible for this task.
 - o When was the procedure for addressing the serious deficiencies implemented? Provide a timeline for implementing the procedure (i.e., will the procedure be done daily, weekly, monthly, or annually, and when did implementation of the corrective action plan begin)?
 - o Where is the CAP documentation retained?
 - o How will the site ensure that the CAP corrects the deficiency and continues to be implemented?

The site may include copies of income eligibility forms, enrollment rosters, menus, Child Nutrition Labels or manufacturers' product analysis sheets or recipes, attendance records, meal count forms, etc., if applicable.

If the CAP and supporting documentation is acceptable, Idabel Public Schools will approve it.

Successful Corrective Action of a Site

If the site submits corrective action that corrects the serious deficiencies to Idabel Public Schools' satisfaction within the allotted time frame, the serious deficiency determination will be temporarily deferred. As required by 7 CFR 226.16(l)(3)(i)(C), the site has 30 calendar days to correct the issues, not simply to provide a plan for correcting. If the corrections are made to Idabel Public Schools's satisfaction, Idabel Public Schools will:

- Notify the site by certified mail (or the equivalent private delivery service), by fax, or by email within 10 calendar days that Idabel Public Schools has temporarily deferred its serious deficiency determination; and
- Remind all parties that the corrective action must be permanent or the serious deficiency process will be reinstated starting with the Notice of Proposed Termination and Disqualification. At the same time this notice is issued, Idabel Public Schools will provide a copy of the notice to the State agency.

Unsuccessful Corrective Action of a Site

If the site fails to implement timely corrective action to fully and permanently correct the serious deficiencies cited, Idabel Public Schools will issue a notice by certified mail (or the equivalent private delivery service), by fax, or by email within 10 calendar days proposing to terminate and disqualify the site with enclosed Appeal Procedures and to include its name on the National Disqualified List (NDL).

At the same time this notice is issued, Idabel Public Schools will provide a copy of the notice to the State agency. If an appeal is requested, Idabel Public Schools and site will follow the appeal procedures.

Agreement Termination and Disqualification of a Site

When the time for requesting an appeal expires or when the appeal official upholds Idabel Public Schools's proposed termination and disqualification, Idabel Public Schools will issue a notice by certified mail (or the equivalent private delivery service), by fax, or by email within 10 calendar days:

- Notify the site that its agreement has been terminated and that the site has been disqualified; and
- Provide a copy of the notice and the mailing address and date of birth for site, with the full amount of any determined debt associated with both the site; to the State agency within 10 days of the notification for inclusion on the NDL [7 CFR 266.16(l)(3)(v)].

Program Payments during Serious Deficiency Process for Site

During the serious deficiency process, Idabel Public Schools will continue to pay a site's valid claims. Idabel Public Schools will continue to pay any valid claims for reimbursement for eligible meals served until the serious deficiency is corrected or the site's agreement is terminated, including the period of any appeal [7 CFR 226.16(l)(3)].

Suspension Process for Sites

If State or local health or licensing officials cite a site for serious health or safety violations, Idabel Public Schools will take action when it learns of the concerns, even though the licensing agency has not yet taken formal action to revoke the site's licensure or approval. Even if the proper authorities indicate that it is safe for the monitor to leave a site's home while they conduct further investigation or inquiry, Idabel Public Schools will initiate a suspension and the serious deficiency process. Food Nutrition Services (FNS) expects sponsoring organizations to take immediate action to stop payments and suspend the site's CACFP participation and declare the site seriously deficient, regardless of any formal procedures pending or underway by the licensing authorities to revoke the site's license or approval [CACFP 13-2013, Health and Safety in the Child and Adult Care Food Program, July 26, 2013]. If Idabel Public Schools determines that there is an imminent threat to the health or safety of participants at a site's home, or that the site has engaged in activities that threaten public health or safety, Idabel Public Schools will immediately notify the appropriate State or local licensing and health authorities. If the licensing agency cannot make an immediate onsite visit, Idabel Public Schools will take action that is consistent with the recommendations and requirements of the licensing agency.

Notice of Serious Deficiency, Suspension and Proposed Termination Procedures for Sites

Once a health or safety threat has been established, Idabel Public Schools will notify the site, in writing by certified mail (or the equivalent private delivery service), by fax, or by email immediately that he or she has been suspended from Program participation, that he or she has been determined seriously deficient and that the sponsoring organization is proposing to terminate the site's agreement for cause.

Note: The appeal is of the proposed termination and disqualification. A suspension for imminent threat to health and safety cannot be appealed.

Agreement Termination and Disqualification of a Site

Idabel Public Schools will immediately terminate the site's agreement and disqualify the site when the hearing official upholds Idabel Public Schools's suspension, proposed termination, and proposed disqualification. At the same time, the notice of termination and disqualification is issued to the site [7 CFR 226.16(l)(4)(iii)]. The notice must state:

- That the site has been terminated from the Program; and
- That the site will be added to the NDL. If the site does not request an appeal, the sponsoring organization will immediately terminate the DCH site's agreement and disqualify the site when the opportunity to request the appeal expires. At the same time, the notice of termination and disqualification is issued to the site.

If the site requests an appeal and subsequently loses that appeal, Idabel Public Schools will immediately terminate the site's agreement and disqualify the site when the decision of the appeal official is issued. At that time, the notice of termination and disqualification is issued to the site. The State agency will report the name of the terminated and disqualified site to the FNS Regional Office within 10 days of receipt from Idabel Public Schools after the site has been terminated for cause, placing his or her name on the NDL.

If the site requests an appeal and the hearing official overturns Idabel Public Schools's action to suspend the site, Idabel Public Schools will temporarily defer the serious deficiency and withdraw the suspension.

Program Payments during the Suspension of a Site

Idabel Public Schools is prohibited from making any Program payments to a site that has been suspended until any appeal of the proposed termination is completed. If the suspended site prevails in the appeal of the proposed termination, Idabel Public Schools will reimburse the site for all eligible meals served during the suspension period that are properly documented [7 CFR 226.16(l)(4)(iv)]. If the site loses the appeal, payments are not to be made to the site.

This institution is an equal opportunity provider.

Idabel Public Schools CACFP Hiring Procedures

The Idabel School Superintendent will appoint the CACFP director/monitor. The superintendent will also evaluate FSMC contract proposals and make recommendations to the Idabel Board of Education for approval. If a FSMC is under contract, the FSMC will hire the kitchen and other employees needed to successfully operate the Idabel CACFP program. If a FSMC is not under contract, the regular school hiring procedures will apply. The Idabel CACFP program operates during the regular school year calendar only. All observed holidays will be listed on each new school year calendar.

Sponsoring Organization Key Staff Training

Idabel Public Schools will provide annual training either through the CACFP training site, the director or the FSMC thereafter for key staff /sites covering the following required topics, at a minimum:

- a. Meal Pattern
- b. Meal Counts
- c. Claim Submission and Claim Review Procedures
- d. Record Keeping Requirements
- e. Reimbursement System
- f. Civil Rights

Training methods include conference/meeting style, one-on-one, online, or self-paced curriculum. Online and self-paced curriculum must include documentation of participation. Documentation of dates, locations, required topics with supporting documentation, and staff participating will be maintained by Idabel Public Schools.

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Site Procedures

Meal Disallowances

Idabel Public Schools will disallow meals for the following reasons:

- Failure to maintain meal records on a daily basis.
- Recording of meals served in advance.
- Meals served in excess of license capacity.
- Meals not meeting minimum meal requirements.

Mealtime Change

If a provider wishes to change meal service times or add or delete a meal service, the provider must notify Idabel Public Schools by phone. Idabel Public Schools will complete a Provider Meal Service Information form and send an approved copy to the provider for his or her records. Providers are required to notify Idabel Public Schools of the following information:

- If any meal TIME changes
- If the provider wants to add or delete a meal service
 - If the provider does not notify Idabel Public Schools of changes in meal service, the provider may not be reimbursed for any CHANGED meals.
 - Meal Service Time: There is no restriction on what time lunch may be served; however, Three hours shall elapse between the beginning of one main meal service and the next main meal service. At least two hours shall elapse between the beginning of a main meal and a snack. Meals served outside of the approved times are not eligible for reimbursement. NOTE: The State Agency allows a 15-minute leeway before or after the approved beginning meal service time.

Cycle Menus

Idabel Public Schools does require sites to maintain a cycle menu.

- Each meal and snack must meet minimum meal requirements.
- Substitutions are allowed if the product is unavailable.

Submission of Records

Monthly records are due by the tenth of the following month.

Site Edit Checks

A site's claim must be kept up-to-date. Records must be maintained daily.

Records should be completed through the end of the previous workday.

Annual Training

The Idabel CACFP director must complete at least one Mandatory CACFP Training (October 1st through September 30th) Without the Mandatory CACFP Training the district will be found seriously deficient. Mandatory training will include the following topics:

- a. Meal Patterns
- b. Meal Counts
- c. Claims Submission and Claim Review Procedures
- d. Record Keeping Requirements

- e. Reimbursement Systems
- f. Civil Rights

This institution is an equal opportunity provider.

**PARTICIPATION AGREEMENT AMONG
OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),
PUBLIC CONSULTING GROUP LLC (PCG), SUBSIDIARY OF
PUBLIC CONSULTING GROUP HOLDINGS, INC.
AND THE SCHOOL DISTRICT**

**THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH
OKLAHOMA HEALTH CARE AUTHORITY (OHCA)
SCHOOL-BASED HEALTH SERVICES PROGRAM**

Tadabel Public Schools

Participating School District

200 NE Ave C

Street Address

Tadabel, OK 74745

City

State

Zip Code

This Participation Agreement (the "Participation Agreement") is entered into by and among the Oklahoma State Department of Education ("OSDE"), Public Consulting Group LLC ("PCG"), and the above-referenced School District ("the DISTRICT") as of July 1, 2023 ("Effective Date").

We, the District will be participating in:

- Fee-for-Service (FFS)
- Medicaid Administrative Claiming (MAC)

***In order to participate in MAC, the District must participate in FFS**

WHEREAS, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

WHEREAS, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, OSDE is duly authorized to administer the Medicaid School-Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority ("OHCA") (the "Authorizing Agreement"); and

WHEREAS, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019209) (the "PCG Contract"); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims support documentation in OK EDPlan™; and

WHEREAS, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

THEREFORE, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Participation Agreement.

[Remainder of page intentionally left blank]

I. SCOPE OF SERVICES

- A. PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG's performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT's performance of its responsibilities and upon OSDE's performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A and Exhibit B**.
- B. The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.
- C. Additional scope of work if requested by the LEA. As a participant in the Oklahoma State Department of Education (OSDE) school-based Medicaid program districts will have the option to receive disability evaluation support through PresenceLearning.

This includes the following services:

- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
- Virtual Evaluations
- Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
- District Engagement
- Performance Reporting (Monthly)
- Service Assessments and Feedback

II. TERM

- A. The term of this Participation Agreement (the "**Term**") shall commence on the Effective Date and shall continue through June 30, 2024. Term of Service is further defined in Section VII of this agreement.
- B. Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

- A. Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.
- B. Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OHCA will invoice DISTRICT for the State share of all such payments.
- C. For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
 - a. PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D. For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
 - a. PCG shall distribute MAC reimbursement, less the 10% of the federal share, to the DISTRICT on a quarterly basis only after the MAC claims have been paid by OHCA.
- E. Upon expiration or termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Participation Agreement.
- F. This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

IV. DISALLOWANCES

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A. For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B. PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.
- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing and MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan™ and/or PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT on the amount disallowed. For the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. **RECORDS**

- A. Upon reasonable notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and DISTRICT elects not to participate in the next successive term, PCG will provide DISTRICT a zip file via SFTP

file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide DISTRICT data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG developer rates. DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

- A.** The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information, and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Participation Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place including during PCG’s normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Participation Agreement, PCG shall use reasonable and secure means to return or destroy (as directed in writing

by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

VII. TERMINATION

This Participation Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **Without Cause:** Any party may terminate this Participation Agreement by giving written notice to the other parties no later than 30 days prior to end of current fiscal year, or such other period as is mutually agreed in advance by the parties.
- B. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- C. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- D. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Participation Agreement.
- E. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.

- F. **DISTRICT Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

VIII. **OWNERSHIP INTERESTS AND LICENSE**

Subject to the terms and conditions of this Agreement, including DISTRICTS's performance of its obligations hereunder, PCG shall provide the EasyTrac™ (including application and related supporting services) to DISTRICT, as more fully described below.

A. Definitions:

- (i) "EasyTrac™" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii) "New Releases" means any new revision of EasyTrac™ that includes significant enhancements which add new features to the EasyTrac™ and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
- (iii) "Updates" means any new revisions and/or modifications made to EasyTrac™ and/or documentation in order to correct operational errors.
- (iv) "Upgrades" means any new revision of EasyTrac™ that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).
- (v) (i) "PCG Claiming System" means: (i) the Internet-based system used for MAC herein; (ii) all Random Moment Time Study and cost reporting services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

B. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac™ and / or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.

C. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights

in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for DISTRICT with respect to EasyTrac™ and / or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of DISTRICT's documentation for EasyTrac™ and / or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow DISTRICT users to make print copies of the same.

- D.** DISTRICT shall not use or grant to any person or entity other than authorized DISTRICT users the right to use EasyTrac™ and / or the PCG Claiming System, which users shall be subject to the terms set forth herein. DISTRICT shall not distribute, market, or sublicense EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- E.** DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac™ and / or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by DISTRICT relating thereto. Examples of such documentation include training materials and manuals. DISTRICT shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- F.** DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G.** DISTRICT shall not transfer, rent, or permit access to EasyTrac™ and / or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H.** DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac™ and / or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I.** DISTRICT shall not circumvent any security protection within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J.** Subject to the license rights granted to DISTRICT by this Section, all right, title, and interest in and to EasyTrac™ and / or the PCG Claiming System,

including the intellectual property rights and technology inherent in EasyTrac™ and / or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac™ and / or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac™ and / or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac™ and / or the PCG Claiming System. PCG reserves all rights not expressly granted to DISTRICT by this Agreement.

- K. DISTRICT acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by DISTRICT use of EasyTrac™ and / or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. DISTRICT shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with EasyTrac™ and / or the PCG Claiming System, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of OSDE's knowledge of such infringements or acts.
- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac™ and / or the PCG Claiming System.

IX. LIABILITY AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ and / or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.
- C. PCG shall be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this agreement to OSDE exceed an amount equal to the total compensation paid to PCG pursuant to this agreement. PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

X. SUCCESSORS AND ASSIGNEES

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Participation Agreement with respect to all covenants of this Participation Agreement.
- B. No party shall assign any interest in this Participation Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Participation Agreement shall be brought in the State of Oklahoma, Oklahoma County.

XII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the

parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.

- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Participation Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Participation Agreement.
- C. The parties acknowledge that nothing in this Participation Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Participation Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Exhibit A – Operational Responsibilities
 - 3. Exhibit B – Compliance Checklist

XIV. PROCUREMENT

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.
- B. To the extent specifically authorized by applicable procurement laws and regulations, this Participation Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Participation Agreement, and the DISTRICT and OSDE assume no

authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

XV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents, and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG

Cameron S. Lackey
Associate Manager
Public Consulting Group LLC
414 Union Street Suit 1100
Nashville, Tennessee 37219

OSDE

Ryan Walters
State School Superintendent
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT

XVI. MISCELLANEOUS

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.

- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the Effective Date written above.

For and on behalf of PCG:



Signature

Name: Cameron S. Lackey

Title: Associate Manager, PCG

Date: June 1, 2023

For and on behalf of the OSDE:



Signature

Name: Ryan Walters

Title: State School Superintendent

Date: 9/25/23

For and on behalf of District:

Signature

Name:

Title:

Date Approved by School Board:

EXHIBIT A
OPERATIONAL RESPONSIBILITIES
EFFECTIVE SCHOOL YEAR 2023-2024
SCHOOL-BASED HEALTH SERVICES PROGRAM

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School Based Health Services (SBHS) program.

OSDE

OSDE is the state agency responsible for oversight of Oklahoma public school district compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring school district IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group, Inc. (PCG), in collaboration with OHCA.

PCG

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

FFS

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan™ and program support to the School District.
 - Email support will be provided via the email links on the OK EDPlan™. Message Board page
 - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan™ help desk.
 - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan™ by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan™.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

MAC

PCG has developed a description of reimbursable MAC activities performed by District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement on a quarterly basis.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

School District

FFS

1. Designate a liaison who has decision making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.

5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

24. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

MAC

1. District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The District may choose to designate more than one person based on roles and responsibilities as Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the District must provide written notice to PCG within ten (10) business days.
2. District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. District must accept quarterly MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the District does not provide correct or updated bank information.
5. The accounting system used by the District or its contractor must comply with the requirements contained in 2 CFR 220.
6. District must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. District will report quarterly salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the District.
9. District must sign and return to PCG the non-federal matching dollars, also referred to as quarterly Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
10. Quarterly CPE forms are generated with the claim and distributed electronically. The District will need to sign each quarter's CPE in the PCG Claiming System before disbursement of MAC funds.
11. District shall monitor employee participation to ensure that every RMTS form is completed. The District must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the District is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the District is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

Compliance Reviews

1. A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the District, regardless of when the recoupment or disallowance is issued or whether the District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the District is due on demand.
3. District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The LEA will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. District documentation, data certifications, and submissions should undergo a thorough review and quality check by the District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. District will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. District will supply a dual certified CAP certified by two District representatives for areas identified as non-compliant during a compliance review.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT B
COMPLIANCE CHECKLIST
EFFECTIVE SCHOOL YEAR 2023-2024
SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating school districts (hereafter referred to as "School District"). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District's failure to maintain the required documentation could result in a recoupment of Medicaid payments.

- **School District is responsible for the accuracy of the data it enters into OK EDPlan™, hereafter referred to as "PCG System" and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as "present" in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such "pre-billing checks" is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. **It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.**

Please contact PCG if you have any questions about the foregoing outline, or any of the items below.

Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

Audiology
Assistive Technology
Child Health Screening
Hearing Screening and Services
Immunizations
Nursing (LPN and RN)
Occupational Therapy

Personal Care
Physical Therapy
Psychological Evaluation and Testing
Psychotherapy Services
Speech Language Therapy Services
Therapeutic Behavioral Services
Vision Screening and Services

Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

1. Medicaid ID

REQUIREMENT: Every student for whom a service is provided must have a valid Medicaid ID.

School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.

PCG will check Medicaid ID, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

2. Service Date Span

REQUIREMENT: Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

PCG will check Medicaid Service Dates, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

How should PCG expect to receive this information from School District?

Service information will be obtained from the PCG System generated by the data entered by School District.

3. Age

REQUIREMENT: Each service submitted to Medicaid must be age-appropriate.

School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.

PCG will check student Age, based on School District data

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

How should PCG expect to receive this information from School District?

Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

4. Diagnosis Code

REQUIREMENT: Each service submitted to Medicaid must include a diagnosis code.

School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.

PCG will check that School District provided a diagnosis code, based on School District data.

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules **317:30-5-4**. If a diagnosis code is not provided by School District, the service will not be billed.

Please select the method by which diagnosis codes are provided to PCG:

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

5. Individualized Education Program (IEP) Dates

REQUIREMENT: Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is

School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

PCG will check that service delivery dates are within the IEP date span, based on School District data.

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

How should PCG expect to receive this information from School District?

IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

6. Referral/Order/Physician Authorization

REQUIREMENT: Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.

Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

7. Supervisor Sign-Off

REQUIREMENT: Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.

☒ PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

How should PCG expect to receive this information from School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

8. Provider Qualifications

REQUIREMENT: All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.

☒ PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

How should PCG expect to receive this information from the School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

9. Parental Consent to Access Public Benefits or Insurance

REQUIREMENT: Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child's or parent's public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child's personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA.

Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.

PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

How should PCG expect to receive this information from School District?

School District will enter the date of parent consent into PCG System.

10. Non-School Days (Weekends, Holidays, etc.)

REQUIREMENT: Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

PCG will check Non-School Days before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

PCG will check Weekends before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

How should PCG expect to receive this information from School District?

Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

11. Private Insurance

REQUIREMENT: Every service covered by private insurance must be removed from the claim.

PCG will check private insurance data through the Medicaid ID check referenced above.

Before billing Medicaid, PCG will check Medicaid enrollment data to determine if the student has private insurance. If student has private insurance, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

12. Prior Authorization

REQUIREMENT: Personal Care services must be prior authorized by the Medicaid agency or an agent of the Medicaid agency to be covered by Medicaid; the prior authorization must be updated annually and maintained in the student's health record.

Before billing for Personal Care services, PCG will check the date of the prior authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the prior authorization provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

Idabel Public Schools Acceptable Use Policy
In Compliance with the
Children's Internet Protection Act

- A. Access by Minors to Inappropriate Matter on the Internet and World Wide Web.
 - 1. Parents and their students sign at the beginning of each year acknowledging and agreeing to the school's internet and device use policies outlined in the school handbook. These are kept on file at each site.
 - 2. School issued chromebooks are subject to management and web filtering via Google Admin and GoGuardian both on and off campus.
 - 3. Use of school issued chromebooks is monitored during classes by teachers via GoGuardian.
 - 4. Web browsing using school issued google accounts on any device is filtered via google admin both on and off campus
 - 5. Web browsing on all devices which access the school network, both school owned and privately owned, is filtered using Fortinet Firewall.
 - 6. Bark network monitoring reports any inappropriate material which is accessed so that it can be swiftly blocked using the methods listed above.
 - 7. Any inappropriate use of school devices, school accounts, or the school network which attempts to, or succeeds in, bypassing the above safeguards is considered to be a situation calling for disciplinary action according to applicable school disciplinary policies.
- B. Safety and Security of Minors when using Electronic Mail, Chat Rooms and other forms of Direct Electronic Communications.
 - 1. Students are educated on safe practices for online communication. They and their parents sign at the beginning of each year acknowledging and agreeing to school policies regarding such communication as outlined in the school handbook. These are kept on file at each site.
 - 2. Via Google Admin, GoGuardian, and Fortinet firewall, chat applications and websites other than those used in a classroom setting as part of curriculum and school sponsored extracurricular activities are blocked on all school owned devices, and students are rendered incapable of signing up for such services using their school google accounts.
 - 3. School gmail accounts provide warnings to users opening emails which originated from accounts other than those which are school owned.
 - 4. Communication over school accounts, on school devices, and occurring on the school network is monitored by Bark network monitoring, which alerts administrators to suspicious or unsafe activity.
 - 5. Any inappropriate use of school devices, school accounts, or the school network which attempts to or succeeds in bypassing the above safeguards is considered to be a situation for disciplinary action according to applicable school disciplinary policies.
- C. Unauthorized Access, including so-called "Hacking", and other unlawful activities by Minors Online.
 - 1. Any student or staff member who attempts to or succeeds in making unauthorized changes to school systems or networks, or who engages in illegal activities online will be subject to discipline according to school discipline policy.

- D. Unauthorized Disclosure, Use, and Dissemination of Personal Information Regarding Minors.
 - 1. No student or staff member may disclose, use, or disseminate personal information about any person without the expressed consent of the person and the person's parent or guardian if the person is a minor.
 - 2. Any student or staff member who disseminates personal information without this expressed consent will be subject to discipline to the school discipline policy.
- E. Measures Designed to Restrict Minor's Access to Material Harmful to Minors
 - 1. Parents and their students sign at the beginning of each year acknowledging and agreeing to the schools internet and device use policies outlined in the school handbook. These are kept on file at each site.
 - 2. Such material is filtered from student access on school owned devices, school assigned google accounts, and all other devices used on the school network via the web filtering measures as outlined in section A.
 - 3. Electronic communication safety measures including on school provided email accounts, and 3rd party applications are monitored, filtered, or prevented as the case may be as outlined in section B. This helps to prevent such material from reaching minors via direct messaging.



Oklahoma School Assurance Group

October 16, 2023

TO: Idabel School District, Alan Bryant
FROM: Tina Wamsley, OSAG Secretary
RE: Proposed Revision to the Agreement Establishing the Oklahoma School Assurance Group

Please read this cover memo and the enclosed, proposed Fourth Amended Agreement for the Oklahoma School Assurance Group. Your district *Board Approved Authorized Voting Representative* must execute the ballot on the bottom of this page. Our records show that the position of Superintendent is approved to vote for your district. **This proposed amendment process will remain open until end-of-business on Thursday, November 16, 2023.*

OVERVIEW OF AMENDMENT TO THE OSAG AGREEMENT:

OSAG is an Interlocal Agreement Act Agency of school districts. Agreements authorize and define the purpose, operations and mission of the organization. ***The enclosed Fourth Amended Agreement adds a 6th trustee guideline protecting OSAG from any political activity engaged in/performed by an existing trustee. (Article VI, #6)*** In all other respects, the Agreement shall remain as approved by the Attorney General on December 31, 2008. In order to protect the Group, as well as all current and future members of the group, the enclosed Fourth Amended Agreement has been proofread by OSAG legal counsel.

Effective date of the enclosed Fourth Amended Agreement shall be November 16, 2023, or when approved by the Attorney General of the State of Oklahoma, whichever date is later. All current OSAG members will have one vote. Your district *Board Approved Authorized Voting Representative* must execute the ballot at the end of this memo.

The OSAG Board of Trustees encourage every OSAG member to vote “YES” on this agreement amending process. A “YES” vote will allow additional protection for all OSAG members, as well as the stability of the Group. Feel free to contact Jack Dryden, Administrative Director, 918-864-1404, or Tina Wamsley, Secretary, 405-615-0709, with any questions.

***Complete below and email to dcruzen@wedelrahill.com, or by fax to 405-842-3671.
(A self-addressed envelope is enclosed for those that wish to mail in the vote submission.)***

I have read the proposed revision to the Fourth Amended Agreement for the Oklahoma School Assurance Group.
My vote is as follows:

YES to approve amendment

NO to proposed amendment

Signature of Superintendent

Print Name of Superintendent

Date

P.O. Box 18858, Oklahoma City, OK 73154
Phone: 800-699-5905 Facsimile: 405-842-0051 www.okschoolassurancegroup.org

**FOURTH AMENDED AGREEMENT FOR
THE
OKLAHOMA SCHOOL ASSURANCE GROUP**

<p>ARTICLE:</p> <p>I. Definitions</p> <p>II. Purpose</p> <p>III. Effective Date and Duration</p> <p>IV. Creation of Group</p> <p>V. Membership</p> <p>VI. Board of Trustees</p> <p>VII. Officers, Meetings and Procedures</p> <p>VIII. Administrator and Staff</p>	<p>ARTICLE:</p> <p>IX. Powers and Duties of the Board</p> <p>X. Financing</p> <p>XI. Additional Members and Terminating Membership</p> <p>XII. Dissolution and Disposition of Property</p> <p>XIII. Amendment of Agreement</p>
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The authority of this agreement is found in the Interlocal Cooperation Act, Title 74 Oklahoma Statutes, Section 1001 *et seq.* and in Title 70, Oklahoma Statutes, Section 5-117(A)(8). This Fourth Amended Agreement amends and replaces the Third Amended Agreement for the Oklahoma School Assurance Group which was approved by the Attorney General of the State of Oklahoma on December 31, 2008.

The parties to this agreement, and any additional school districts which may hereafter become parties to this agreement, are joining in consideration of the mutual covenants contained herein for the purposes provided in Article II of this agreement, together with such additional purposes as may be hereinafter adopted.

ARTICLE I. DEFINITIONS

For the purpose of this agreement

1. The term "school district" shall mean any independent, elementary or technology center district in the State of Oklahoma, or any public charter school, their respective boards of education or boards and public trusts of which they are beneficiaries;
2. The term "member" shall mean a school district which has become a party to this agreement;
3. The term "group" shall mean the Oklahoma School Assurance Group;
4. The term "participating agency" shall mean a member, or the group;
5. The term "board of trustees" or "board" shall mean the board of trustees of the Oklahoma School Assurance Group;
6. The term "insurance" shall mean any contract for insurance, indemnification or a self-insurance program against any insurable risk or loss or damage or liability for which school districts in Oklahoma are authorized to provide protection for the school district and/or its employees;

7. The term “risk” shall mean any chance of loss, damage or liability to the participating members and/or their employees;
8. The term “plan” shall mean any program for insurance and/or self-insurance for participating agencies;
9. The term “policy” shall mean a contract or agreement for effecting insurance; and
10. The term “premium” shall mean the cost or consideration for insurance.

ARTICLE II. PURPOSE

The purpose of this Agreement is to permit school districts in Oklahoma joining herein to make a more efficient use of their powers and resources by cooperating on the basis of mutual advantage, and by establishing a procedure for securing services and insurance for their risks.

ARTICLE III. EFFECTIVE DATE AND DURATION

The effective date of this fourth amended agreement shall be November 16, 2023 or when approved by the Attorney General of the State of Oklahoma, whichever date is later. The agreement shall continue from year to year, without the necessity of formal renewal by any member, for a period of fifty (50) years after November 16, 2023, unless sooner dissolved or extended by mutual agreement. However, each member school district must approve, on an annual fiscal year basis, their participation in any plan being offered by the group.

ARTICLE IV. CREATION OF GROUP

To carry out the purposes of this agreement, there is hereby created the Oklahoma School Assurance Group, which group is formed, financed, organized, shall operate and may be dissolved in accordance with the provisions of this agreement.

ARTICLE V. MEMBERSHIP

Membership in the Oklahoma School Assurance Group shall consist of those school districts which are or become parties to this agreement. Each member shall be entitled to one vote which shall be cast by the district’s board authorized voting representative.

ARTICLE VI. BOARD OF TRUSTEES

1. There shall be a board of five (5) trustees for the Oklahoma School Assurance Group elected from among the members of the group.
2. The trustees shall be as follows:
 - For the term ending on June 30, 2024;
Position No. 1 (currently held by Dr. John Cox, Superintendent of Peggs Public Schools);
 - For the term ending on June 30, 2025:
Position No. 2 (currently held by Tony Potts, Superintendent of Stringtown Public Schools)

- For the term ending on June 30, 2026:
Position No. 3 (currently held by Rusty Puffinbarger, Superintendent of Woodward Public Schools);
- For the term ending on June 30, 2027:
Position No. 4 (currently held by Jerime Parker, Superintendent of Amber-Pocasset Public Schools);
- For the term ending on June 30, 2028:
Position No. 5 (currently held by Chad Hance, Superintendent of Cache Public Schools)

Thereafter, the successors to the trustees whose terms are expiring shall be elected for five-year terms commencing on the first day of July following their election.

3. Each trustee shall be the chief executive officer of a member of the group. If a trustee ceases to be the chief executive officer of a member of the group, the trustee's position shall be deemed vacant.
4. Any vacancy on the board of trustees shall be filled by appointment within sixty (60) days of the vacancy by the majority vote of the remaining trustees for any unexpired term.
5. Trustees shall serve on the board without compensation, but they may be reimbursed for their actual and necessary expenses as are incurred in the performance of their duties from the fund established in Article X. No trustee nor the administrator appointed in Article VIII shall incur any liability for any action or failure to act, in such capacity except for gross negligence or willful misconduct.
6. The filing by a trustee of a declaration of candidacy with the Oklahoma State Election Board for a statewide elective office or any act consistent with running for statewide elective office, including fundraising, shall result in a vacancy in the trustee's seat. The board of trustees shall declare the seat vacant and fill the vacancy as provided herein.

In all other respects, the Agreement shall remain as approved by the Attorney General on December 31, 2008.

ARTICLE VII. OFFICERS, MEETINGS AND PROCEDURES

The trustees shall elect from among their membership a Chairman, Vice-Chairman and a Secretary. The board shall fix the date, time and place of regular meetings. In June of each year, the board shall hold a regular meeting, at which it shall elect its officers. Three (3) trustees shall constitute a quorum for the transaction of business, but any official action of the board must have a favorable vote by majority of the trustees of the board. The board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business.

ARTICLE VIII. ADMINISTRATOR AND STAFF

The board of trustees may appoint the administrator of the group, or any other employees of the group, or employ or contract for legal counsel, claims services, actuaries or other consultants, as it deems necessary to administer or provide for the plans, policies or services established pursuant to this agreement.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD

The board of trustees may establish and manage any of the plans, policies and other services contemplated in this agreement, and may:

1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part of all of the plans, policies or services contemplated in this agreement on behalf of and with participating agencies;
2. Determine the rates, risks, benefits and terms of any plans, policies or services contemplated in this agreement; adjust the rates and benefits based on claim experience after at least forty-five (45) days notice to affected participating agencies;
3. Provide for individual or collective underwriting or other agreements for participating agencies in any plan, policy or service contemplated in this agreement; serve as the policyholder of any group policies or plans; determine the methods of claim administration and payment; provide for claim experience for participating agencies collectively or separately;
4. Determine the amount of contributions or appropriations required from participating agencies for the purpose of participating in any part or all of the plans, policies or services established pursuant to the agreement;
5. Establish standards for eligibility of participating agencies in any plan, policy or service, and procedure for enrollment and withdrawal in any plan, policy or service; and establish effective dates of coverage.
6. Provide for the administration of the fund or funds established in Article X for the manner of payments to such fund and for payment of all expenses in connection with the plans, policies or services which may be established; and establish procedures for safekeeping, handling and investing such fund or funds and any monies received or paid;
7. Establish the duties and records of the administrator to enable the correct billing of the premiums and fees, enrollment of participating agencies and payment of claims;
8. Serve as an appeals body for complaints of participating agencies regarding allowance and payment of claims, eligibility and other matters, and establish procedures for grievances of agencies;
9. Study the operation of plans, policies or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
10. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purpose of this agreement; exercise the full power and authority of any member of the group when requested to do so by the member's governing body; or otherwise provide for necessary activities to accomplish the purpose of this agreement.

ARTICLE X. FINANCING

The board of trustees shall establish a fund or funds as it deems necessary for the purposes of, but not limited to, the following;

1. Payment of premiums or fees for any part of the plans, policies or services established pursuant to this agreement;
2. Payment of necessary expenses approved by the board;
3. Payment of claims;
4. Payment of administration expenses; or
5. Payment of other expenses incurred in accomplishing the purpose of this agreement.

All monies paid to such fund or funds shall be held in the name of the group. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expenses, any remaining money shall be held for the benefit of the group, or returned to members.

The board shall provide for the manner and dates for preparation by the administrator of an annual budget and reports on the financial condition of the fund or funds.

Each participating agency shall pay for all costs, premiums or other fees attributable to its respective participation in any plan, policy or service established under this agreement, and shall be responsible for its obligations under any contract entered into with the group.

ARTICLE XI. ADDITIONAL MEMBERS AND TERMINATING MEMBERSHIP

Any eligible member, as defined in Article I, may join the group by adoption of a resolution of its governing body in accordance with the procedures of the Interlocal Cooperation Act. Any member may withdraw from the group by either adopting a resolution of its governing body after thirty (30) days notice is given in writing to the chairman of the board of trustees, or by failing to renew or ceasing participation in plans, policies or services offered by OSAG, whichever first occurs. Any withdrawing member shall relinquish all voting rights and privileges and any and all claim of title or interest to any asset of the group upon the effective date of withdrawal from the group.

ARTICLE XII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the group shall be vested in the group. In the event of termination of the group, such property shall belong to the then members of the group in pro-rata shares determined by the then members' amount of payment of administrative costs as a part of premium for the previous two years. Upon partial or complete termination of the agreement, the majority vote of the remaining members of the group is binding in all respects as to the disposition of property and dissolution of the group. The board of trustees shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the group.

ARTICLE XIII. AMENDMENT

This agreement may be amended from time to time upon:

1. Recommendation of the board of trustees and approval by at least a simple majority of the members of the group;
2. Petition proposed by at least twenty percent (20%) of the members of the group and approval by at least a simple majority of the members of the group.

Any proposed amendment shall be circulated to members of the group at least thirty (30) days prior to the date that approval is required by the board. Amendments, like the terms of this agreement, shall not become effective until approved by the Attorney General as provided by law.

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macbook	A00505240	MacBook model A2337	FVFFK0YKQ6L3
Netowrk Switch		Summit Extreme Model X440-48p	1407N-40593
Network Life		Summit Extreme X440-48p	1401N-41100
Network Switch		Aruba Model JL258A	TW04HKZ2C4
Network Switch		Summit Extreme Model X440-48p	1407N-40500
Network Switch		Summit Extreme Model 440-48p	1329N-40366
Network Switch		Summit Extreme Model 440-48p	1525N-424413
Network Switch		Summit Extreme Model 440-48p	1338N-47526
Network Switch		Summit Extreme Model X440-24p	1349N-40772
Network Switch		Summit Extreme Model X440-48p	1408N-42003
Network Switch		Summit Extreme Model X440-48p	1525N-42446
Network Switch		Summit Extreme Model X440-48p	1525N-42451
Network Switch		Summit Extreme Model X440-48p	1407N-40499
Network Switch		Summit Extreme Model X440-48p	1318N-40527
Network Switch		Summit Extreme Model X440-48p	1237G-00180
Network Switch		Summit Extreme Model X440-48p	1730N-44091
Network Switch		Summit Extreme Model X440-48p	1316N-41532
Network Switch		Summit Extreme Model X440-48p	1545N-40372
Network Switch		Summit Extreme Model X440-48p	1249N-40917
Network Switch		Summit Extreme Model X440-48p	1407N-40596
Network Switch		Summit Extreme Model X440-48p	1407N-40597
Network Switch		Summit Extreme Model X440-48p	1351N-42907

Network Switch	Summit Extreme Model X440-48p	1350N-40373
Network Switch	Summit Extreme Model X440-48p	1243G-00953
Network Switch	Summit Extreme Model X440-48p	1340N-40590
Network Switch	Summit Extreme Model X440-48p	1407N-40497
Network Switch	Summit Extreme Model X440-48p	1525N-42463
Network Switch	Summit Extreme Model X440-48p	1514N-40250
Network Switch	Summit Extreme Model X440-48p	1525N-42449
Network Switch	Summit Extreme Model X440-48p	1331N-44171
Network Switch	Summit Extreme Model X440-48p	1402N-41480
Network Switch	Summit Extreme Model X440-48p	1525N-42436
Network Switch	Summit Extreme Model X440-48p	1350N-40374
Network Switch	Summit Extreme Model X440-48p	1351N-42906
Network Switch	Summit Extreme Model X440-48p	1515N-46084
Network Switch	Summit Extreme Model X440-48p	1329N-40387
Network Switch	Summit Extreme Model X440-48p	1408N-42077
Network Switch	Summit Extreme Model X440-48p	1408N-42078
Network Switch	Summit Extreme Model X440-48p	1352N-41302
Network Switch	Summit Extreme Model X440-48p	1407N-40600
Network Switch	Summit Extreme Model X440-48p	1407N-40501
Network Switch	Summit Extreme Model X440-48p	1229G-02551
Network Switch	Summit Extreme Model X440-48p	1349N-40729
Network Switch	Summit Extreme Model X440-48p	1408N-42002
Network Switch	Summit Extreme Model X440-48p	1247N-40969
Network Switch	Summit Extreme X440-48p	1229G-02795
Network Switch	Summit Extreme X440-48p	1349N-43889
Network Switch	Summit Extreme X440-48p	1525N-42466
Network Switch	Summit Extreme X440-48p	1408N-42001
Network Switch	Summit Extreme Model X440-48p	1408N-42256

nonfunctional

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

nonfunctional

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

irreperably broken

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

nonfunctional

nonfunctional

sold to graduate, May, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

nonfunctional

nonfunctional

nonfunctional

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

lost / not present for district wide audit July, 2023

irreperably broken

lost / not present for district wide audit July, 2023

nonfunctional

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sold to graduate, May, 2023

lost / not present for district wide audit July, 2023



IDABEL PUBLIC SCHOOL

200 NE AVENUE C

IDABEL, OK. 74745

580-286-7639

SUPERINTENDENT ALAN BRYANT

North Central Accredited

85 Years

National Merit Scholars

5

Academic All-State

14

Oklahoma Academic Scholars

63

Oklahoma Arts Excellence

28

*Middle School Oklahoma Science
Fair Regional Champions*

23

American FFA Degree Awards

5

State Track Championships

21

State Basketball Championships

1

State Golf Champions

6

Press Release

The Board of Education of Idabel Public School District hereby announces that statutorily qualified individuals interested in running as a candidate for the # 4 seat on the Idabel Board of Education may file to run as a candidate for this seat at the McCurtain County Election Board between the hours of 8 a.m. and 5 p.m.. on each of the following days: Monday, December 4 through Wednesday, December 6, 2023.

District #4

Southeast Idabel: From the Southern Boundary and East of Hwy 259 to Lincoln Road (aka US Hwy 70 Bypass); thence East on SE Lincoln Road (aka US Hwy 70 Bypass) to Lynn Lane; the North on Lynn Lane to SE Washington; thence East on SE Washington to Oak Brook Drive; thence the Southeastern rural boundary to the Southern boundary and the point of Beginning. This District includes Country Club Estates, Southern Oaks, Village East and Penn Heights. ADDED: Southwest Idabel: From the Southern Boundary and West of Hwy 259 to Lincoln Road (aka US Hwy 70 Bypass); thence West on SW Lincoln Road (aka US Hwy 70 Bypass) to SW Hugo and Ginn Acres – Addit.

www.idabelps.org
abryant@idabelps.org
[@IdabelPublicSch](https://www.instagram.com/IdabelPublicSch)

Legal Notice

The Board of Education of Idabel Public School District hereby provides legal notice that the school board election filing period for candidates will open on Monday, December 4, 2023 at 8:00 a.m. and will end at 5 p.m. on Wednesday, December 6, 2023.

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a 5-year term of office.

BOARD OF EDUCATION ELECTION RESOLUTION

TO: McCurtain County Election Board

FROM: The Idabel School District, Independent School District No. 5 of McCurtain, County, Oklahoma

The Board of Education of the Idabel School District has approved the following resolution calling for an election to be submitted to the voters of the district.

Date of the Election:

A Board of Education Primary Election shall be held on February 13, 2024, only if three or more candidates file for the Board of Education position scheduled to be on the ballot or for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 2, 2024, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for a position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7:00 a.m. to 7:00 p.m.

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a 5-year term of office.

Qualifications of Candidates for Office:

To be eligible to be a candidate for member of the board of education of a school district, a person must have resided in the district for at least six months preceding the first day of the filing period, and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the district for six months preceding the first day of the filing period. In school districts that have been divided into election districts, a candidate must have resided in the district for six months preceding the first day of the filing period and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the election district for six months preceding the first day of the filing period.

No person shall be eligible to be a candidate for or elected to be a member of the board of education of a school district unless the person has been awarded a high school diploma or certificate of high school equivalency.

A person who has been convicted of a misdemeanor involving embezzlement or a felony under the laws of this state or of the United States or who has entered a plea of guilty or nolo contendere to such misdemeanor involving embezzlement or felony or who has been convicted of a crime in another state which would have been a misdemeanor involving embezzlement or a

felony under the laws of this state or has entered a plea of guilty or nolo contendere to such crime shall not be eligible to be a candidate for or be elected to any school board office for a period of fifteen years following completion of his sentence or during the pendency of an appeal of such conviction or plea.

Candidates must affirm that upon being elected as a new member of the Board of Education, within fifteen (15) months of election, they will complete at least twelve (12) hours of instruction on education issues, including school finance, Oklahoma education laws, and ethics, duties and responsibilities of district board of education members. Three (3) of these twelve (12) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance. Incumbents must affirm that they will complete six (6) hours of instruction within fifteen (15) months of election emphasizing changes in school law. Three (3) of these six (6) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance.

Voters Eligible to Vote:

To be eligible to vote, a voter must be registered with the county election board at an address within the geographical boundaries of the district.

Ballot Titles:

The ballot to be submitted to the voters shall call for the voters to:

1. Select one candidate for Idabel School Board Position No. 4 :

Approved by the _____ Board of Education this ___ day of _____, ____.

President of the Board of Education

Clerk of the Board of Education