



Crutcho Public Schools
Regular Meeting Agenda
December 13, 2022

Crutcho Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141
1:30 PM

1. CALL TO ORDER
2. STATEMENT OF COMPLIANCE
3. ROLL CALL AND DETERMINATION OF QUORUM
 - 3.A. Flag Salute
 - 3.B. Prayer
4. PUBLIC EXPRESSIONS (Limited to three minutes per subject item)*
5. SUPERINTENDENT'S REPORT
 - 5.A. Introductions of Guests
 - 5.B. Celebrations/ Students of the Month
 - 5.C. Upcoming Events - See Attachment
 - 5.D. School Reports/Operations Report
 - 5.E. Financial
 - 5.E.1. Treasurer's Report

CRUTCHO PUBLIC SCHOOLS - 2022-23 FISCAL YEAR
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
NOVEMBER 30, 2022

<u>Assets</u>	<u>General</u>	<u>Building</u>	<u>Child Nutr.</u>	<u>31 Bond Fund</u>	<u>Gifts</u>	<u>Sinking</u>	<u>Totals</u>
Cash	\$ 207,843.23	7,544.15	66,385.12	5,472.06	7,112.86	102,009.25	396,366.67
Total Assets	<u>207,843.23</u>	<u>7,544.15</u>	<u>66,385.12</u>	<u>5,472.06</u>	<u>7,112.86</u>	<u>102,009.25</u>	<u>396,366.67</u>
<u>Liabilities</u>							
O/S Warrants	100,646.41		5,667.27				106,313.68
Reserves							-
Total Liabilities	<u>100,646.41</u>	<u>-</u>	<u>5,667.27</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>106,313.68</u>
Total Net Assets	<u>107,196.82</u>	<u>7,544.15</u>	<u>60,717.85</u>	<u>5,472.06</u>	<u>7,112.86</u>	<u>102,009.25</u>	<u>290,052.99</u>
<u>Net Assets</u>							
June 30, 2022	\$ 645,660.01	33,031.35	85,119.61	5,472.06	5,817.86	94,301.26	

See Accountant's Compilation Report

- 5.E.2. Financial Report
- 5.F. Policy
- 5.G. Personnel
- 5.H. Facilities
- 5.I. Students
- 5.J. Community
- 6. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE GENERAL BUSINESS ITEMS
 - 6.A. 2022 OLAP Nominations
 - 6.B. 2022-2023 OKC-County Board of Health MOU

**OKLAHOMA COUNTY, OKLAHOMA
OKLAHOMA CITY-COUNTY BOARD OF HEALTH**

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN OKLAHOMA CITY-COUNTY BOARD OF HEALTH, ACTING BY AND THROUGH THE OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT, HEREINAFTER KNOWN JOINTLY AS THE "OCCHD," AND CRUTCHO PUBLIC SCHOOLS, HEREINAFTER KNOWN AS THE "PARTNER."

This MOU is effective as of the 9th day of December, 2022.

Between the: Oklahoma City-County Board of Health,
acting by and through the Oklahoma City-County
Health Department
2600 NE 63rd Street
Oklahoma City, Oklahoma 73111

on behalf of: Outreach – TSET Healthy Living Program
Contract Monitor: Deborah Shapiro, Chief of Outreach
Telephone Number: 405-425-4447
E-mail: deborah_shapiro@occhd.org

PARTNER: Crutcho Public Schools
Address: 2401 N. Air Depot Boulevard
Oklahoma City, Oklahoma 73141

Contact Person: Melvin T. Perry, Superintendent
Telephone Number: (405) 427-3771
E-mail: mperry@crutchoesd.org

The purpose of this Agreement is to set out the terms for partnership with the TSET Healthy Living Program (HLP), through the direction of the Partner, into Oklahoma City Public Schools to assess, develop and/or implement policy elements, and evaluate programming aimed to improve the health of students, faculty, staff, and families of the school population.

This is a new MOU.

THE OCCHD AND PARTNER AGREE AS SET FORTH BELOW

Standard Agreement consisting of 6 pages
and 8 pages of attachments

ARTICLE I QUALIFICATIONS AND SCOPE OF SERVICES

The parties mutually agree to make provisions for the OCCHD TSET HLP to partner with the Crutcho Public School District. The purpose is to provide guidance and resources to improve the health of students, staff, and families in the Partner district.

Partner will:

- Participate in baseline assessment and reassessment processes, utilizing assessment tool(s) required by TSET HLP grant.
- Prioritize efforts using assessment data, create school and/or district goals and partner with TSET HLP staff to create action plans to help accomplish goals.
- Provide staff time for assessment discussion meetings, planning sessions, implementation activities, policy development and other essential efforts.
- Establish and/or ensure active engagement of a Healthy and Fit School Advisory Committee at each school site that makes recommendations and provides advice to the school principal regarding health education, nutrition, and health services.
- Provide current contact information for key stakeholders at district and school site level and promote participation in the TSET HLP.
- Be willing to consider policy improvements in addition to implementation efforts.
- Participate in good faith in the partnership with OCCHD for a period of one (1) year, at minimum commencing from the Effective Date of this Agreement, unless agreed upon otherwise.

OCCHD will:

- In the most economical and efficient manner, and at its sole cost, assign TSET HLP staff to work with the Partner district to assess, develop and/or implement policy elements, and evaluate programming.
- Recruit, train and employ TSET HLP staff to work on diversified grant efforts in assigned Partner schools.
- Provide salaries, benefits, travel expenses, and laptops for TSET HLP staff to use in schools.
- Authorize the use of the OCCHD staff and resources as necessary to enable the TSET HLP staff to meet their respective obligations under this Agreement.
- Provide all assessment tools and staff time to complete process.
- Present overview after assessment analysis and provide guidance on areas of improvement (using assessment analysis and school feedback) including, but not limited to, programming ideas, policy suggestions, resources, etc.
- Conduct research and provide resource ideas and materials, as available, to the Partner as needed.
- Serve as content experts for physical activity, nutrition and/or staff wellness. Staff may also provide resources for tobacco prevention.
- Provide technical assistance and writing services when updating district policy to help ensure it aligns with model policy.

- Address any disciplinary concerns regarding OCCHD TSET HLP staff in a timely manner, should the need arise.

ARTICLE 2 ALLOWABLE COST AND PAYMENT

Each party shall assume all costs for their respective personnel and program costs related to their specific activities as outlined in this Agreement.

ARTICLE 3 CONFIDENTIALITY

As per this Agreement and other applicable local, state, and federal laws, both parties agree to protect and maintain the confidentiality of the clients and the confidential status of their records.

Any and all information received from any and all clients shall be confidential and privileged and shall not be released without the express written consent of the client, by court order or by such other method allowed by law. All information shall be presumed to be privileged and it shall be presumed that each and every client has exercised that privilege against disclosure of such information. Please refer to the attached Exhibit A, Business Associate Agreement.

ARTICLE 4 POLICIES AND PROCEDURES

OCCHD agrees to make available to the Partner any rules, practices, and policies of the OCCHD which are applicable to this Agreement. Partner shall comply with the rules, practices, and policies of the OCCHD in all activities and relationships with the OCCHD's personnel and clients.

ARTICLE 5 LIABILITY

Each party shall be responsible for the negligent and intentional acts and omissions of itself, its agents, and employees according to the terms of the Oklahoma Governmental Tort Claims Act, 51 O.S. (Supp. 2023), Section 151 *et seq.*

**ARTICLE 6
SPECIAL PROVISIONS**

Partner agrees that the OCCHD TSET HLP staff member is not an employee of the Partner and therefore not entitled to any employee benefits such as annual or sick leave, medical or life insurance, worker's compensation, retirement, etc.

The parties agree that no official or employee of the OCCHD shall receive any money or other gratuity as a result of this Agreement or any benefit which may arise therefrom.

No items of equipment, property, or other capital purchases shall be reimbursed under the provisions of this Agreement.

Partner agrees to comply with all local, state, and federal laws and regulations that are applicable to this Agreement.

This entire Agreement shall be in accordance with the laws of the State of Oklahoma and represents the entire agreement between the parties.

**ARTICLE 7
AMENDMENT**

This Agreement is subject to amendment at any time, but only upon fully disclosed written consent and approval by both parties.

**ARTICLE 8
CONTRACT PERIOD**

This Agreement shall commence on 9 December 2022 and shall terminate December 31, 2023. This Agreement may be renewed for an additional year upon approval of both parties. It is agreed that either party may terminate this Agreement at any time before the end of the term for any reason after giving a thirty (30) day written notice of termination. It is further agreed that either party may terminate this Agreement immediately if the other party or its agents, in any way breach any of the provisions of the Agreement or violate local, state, or federal laws.

**ARTICLE 9
LEGAL AUTHORITY**

It is expressly understood that the OCCHD is a governmental entity of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.

(Supp. 2023), Section 1500 *et seq.* and 62 O.S. (Supp. 2023), Section 430.1, and pursuant to the Operating Agreement effective 1 July 1988 and amendments thereto, entered into by the City of Oklahoma City, the County Commissioners of Oklahoma County, and the Board of Health of Oklahoma County to provide for the operation of the OCCHD.

**ARTICLE 10
DEBARMENT, SUSPENSION**

By signing this Agreement, the Partner represents and warrants that no employee or any of its Principals performing hereunder:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
2. Have within a three (3) year period of this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property.
3. Have, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

**ARTICLE 11
IMMIGRATION COMPLIANCE**

In accordance with Oklahoma Statutes Ann. Tit. 68, §2385.32, OCCHD verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4).

**ARTICLE 12
NON-DISCRIMINATION**

As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) *et seq.*), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability,

political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

APPROVED by the OCCHD Board of Health this _____ day of _____, 2023.
(this date will be completed by OCCHD)

**OKLAHOMA CITY-COUNTY HEALTH
DEPARTMENT**



Blaine Bolding
Chief Operating Officer

12/5/22

Date

CRUTCHO PUBLIC SCHOOLS

Melvin T. Perry
Superintendent

Date

EXHIBIT A

OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective as of December 9, 2022 (“Effective Date”), by and between **Oklahoma City-County Health Department** (“Covered Entity”) and **Crutchfield Public Schools** (“Business Associate”).

WHEREAS, Covered Entity has determined that it has components covered by HIPAA;

WHEREAS, Purpose of the BAA: The parties may enter into one or more written agreements that require Business Associate to be provided with, create, or have access to Protected Health Information (PHI) subject to federal regulations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CF R, parts 160 and 164 (HIPAA Regulations).

WHEREAS, under HIPAA, Business Associate is classified as a business associate of Covered Entity and is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

I. DEFINITIONS. Unless otherwise defined in this BAA, all terms used in this BAA have the meanings ascribed to the same terms in HIPAA.

- (a) “Breach” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA.
- (b) “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the person or entity listed as the business associate on the signature page hereto.
- (c) “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103.
- (d) “HIPAA” shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.
- (e) “HITECH Act” shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- (f) “PHI” shall mean Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the performance of Services by Business Associate for Covered Entity.
- (g) “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health

Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded, from time to time.

- (h) “Protected Health Information” shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (i) “Required by Law” shall have the meaning set forth in 45 CFR § 164.103, including, without limitation, a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- (j) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
- (k) “Security Incident” shall have the meaning set forth in 45 CFR § 164.304, including without limitation, the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.
- (l) “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded from time to time.
- (m) “Unsecured PHI” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

- (a) Permitted Uses: Business Associate may use PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may use PHI: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as Required by Law.
- (b) Permitted Disclosures: Business Associate may disclose PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may disclose PHI: (i) for the proper management and administration of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; or (iii) as Required by Law. To the extent that Business Associate discloses PHI to a third party pursuant to Section II(b)(i) or (ii) above under Reasonable Assurances, Business Associate must obtain in writing, prior to making any such disclosure: (i) reasonable assurance from the third party that such PHI will be held in a confidential manner; (ii) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (iii) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of such PHI, to the extent the third party has obtained knowledge of such breach (collectively, “Reasonable Assurances”). Except as Required by

Law, Business Associate shall not disclose PHI to a health plan for payment or healthcare operations if the individual subject to the PHI has requested such restriction, the individual (or designee) pays out of pocket in full for the health care item or service to which the PHI relates, and the restriction has been made known to Business Associate in accordance with Section 3(b) of this BAA. Business Associate shall not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity.

- (c) De-identification: Business Associate shall not de-identify PHI without Covered Entity's prior consent.
- (d) Appropriate Safeguards: Business Associate shall comply with the applicable provisions of the Security Rules and shall implement appropriate administrative, technical, physical, and security safeguards in compliance with HIPAA that reasonably and appropriately safeguard and protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As required by HIPAA, Business Associate shall maintain policies, procedures, and documentation that address the safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164. Business Associate shall make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS).
- (e) Notification Obligations: During the term of this BAA, Business Associate shall notify Covered Entity as soon as is reasonably practicable but in no event later than five (5) calendar days after the discovery of any use and/or disclosure of PHI not permitted by this BAA, a Breach of Unsecured PHI, or any material Security Incident, and shall provide Covered Entity with information regarding the improper use and/or disclosure, Breach or Security Incident as required by law. In the event of a breach of Unsecured PHI, such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (f) Mitigation: Business Associate shall take prompt corrective action to mitigate and cure, if possible, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI, Breach, or Security Incident. Business Associate shall cooperate with Covered Entity regarding any Breach notification to third parties and shall reimburse Covered Entity for any costs incurred by Covered Entity in complying with the applicable requirements of HIPAA resulting from a Breach of Unsecured PHI by Business Associate. To the extent allowed by law, Business Associate shall indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI. Business Associate shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by Business Associate.
- (g) Access to PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for inspection and/or copying to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. If a request for access to PHI is delivered directly to

Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity. Business Associate shall provide access to a copy of electronic PHI maintained by Business Associate in a Designated Record Set to the Covered Entity in accordance with the provisions of this Section and HIPAA.

- (h) Amendment of PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for amendment to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. Business Associate shall amend PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity.
- (i) Accounting of PHI Disclosures: Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Any accounting information shall include the information described in 45 CFR § 164.528(b), including, without limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.
- (j) Governmental Access to Records: Business Associate shall make PHI and its facilities, internal practices, books, records, accounts, and other information relating to the use and disclosure of PHI available to the Secretary, authorized governmental officials, and Covered Entity in a prompt and reasonable time and manner and shall cooperate with the Secretary concerning any investigation designed to determine Covered Entity's or Business Associate's compliance with HIPAA. Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity in writing of Business Associate's receipt of a request for information from the Secretary or notice concerning an investigation by the Secretary and shall provide Covered Entity with a copy of all documents made available to the Secretary.
- (k) Business Associate's Agents and/or Subcontractors: To the extent Business Associate uses one or more subcontractors, vendors, or agents to provide Services to Covered Entity, and such subcontractors, vendors, or agents create, receive, maintain, or transmit PHI, Business Associate shall require in accordance with 45 CFR § 164.308(b) and 164.502(e) that each subcontractor, vendor, or agent agree in writing to be bound by the terms of this BAA and HIPAA to the same extent as Business Associate, including but not limited to the implementation of reasonable and appropriate safeguards to protect PHI. A fully executed copy shall be provided to Covered Entity. Following the discovery of non-compliance by a subcontractor, vendor, or agent of any of its obligations with respect to PHI, Business Associate shall promptly report such non-compliance to Covered Entity and shall ensure that its subcontractors, vendors, or agents agree to indemnify or hold

harmless Covered Entity from all claims, liabilities, costs, and damages arising out of or in any manner related to the non-compliance or breach by Business Associate of any obligation related to PHI.

- (l) Compliance with Standard Transactions: If Business Associate conducts, in whole or in part, Standard Transactions (as such term is defined in the Standards for Electronic Transactions Rule at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Covered Entity to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.
- (m) Additional Obligations: Business Associate shall comply with the requirements of HIPAA, which are applicable to Business Associate as a business associate of the Covered Entity, including all regulations which are issued to implement such requirements, as may be amended, modified or superseded from time to time. To the extent Business Associate carries out one or more of Covered Entity's obligation(s) under 45 CFR Part 164, Subpart E, in the performance of such obligations, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E, that apply to Covered Entity to the same extent as required by Covered Entity.

III. OBLIGATIONS OF COVERED ENTITY

- (a) Notice of Privacy Practices. Covered Entity's Notice of Privacy Practices is available on its website: <https://www.occhd.org/about/contact-us/hippa>.
- (b) Restrictions on Use or Disclosure. Covered Entity shall only disclose PHI to Business Associate or to others, pursuant to this BAA, in a manner and to an extent permitted by HIPAA. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Business Associate's permitted or required uses and/or disclosures of PHI. Further:
 - (i) Covered Entity shall notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's permitted or required uses and/or disclosures of PHI; Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity; and
 - (ii) Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

IV. TERM AND TERMINATION

- (a) **Term:** This BAA shall commence on the Effective Date and shall remain effective for the entire term that Business Associate provides Services for Covered Entity or until terminated in accordance with the provisions in this BAA.
- (b) **Termination for Cause:** Either party may terminate this BAA by notice in writing to the other party, if the other party materially breaches this BAA in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. If termination of this BAA is not feasible, the non-breaching party shall report the breach to the Secretary if required by HIPAA.
- (c) **Severability:** If any provision of this contract, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.
- (d) **Obligations of Business Associate Upon Termination:** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall: (i) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form; (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI; (iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and (v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. If destruction of PHI is permitted under this Subsection, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed. All other obligations of Business Associate under this BAA shall survive termination.

V. CONSTRUCTION. This BAA shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

VI. HEADINGS. The headings contained in this BAA are included only for convenience of reference and do not define, limit, explain or modify this BAA or its interpretation, construction or meaning and are in no way to be construed as part of this BAA.

VII. NOTICE. All notices and other communications required or permitted pursuant to this BAA shall be in writing, addressed to the party at the address set forth at the end of this BAA, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) overnight mail by a reputable carrier; (iii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iv) hand delivery. All notices shall be effective as of the date of delivery if by hand

delivery or overnight mail, two (2) days following the date of facsimile, or if by certified mail on the date of receipt, whichever is applicable.

VIII. ASSIGNMENT. This BAA and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

IX. GOVERNING LAW. Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of this BAA shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the BAA shall be in the appropriate state or federal court in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the BAA, the Covered Entity, as a local government agency in the State of Oklahoma, does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the Covered Entity.

X. BINDING EFFECT; MODIFICATION. This BAA shall be binding upon, and shall ensure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BAA may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event any provision of this BAA shall conflict with the requirements of HIPAA, this BAA shall automatically be deemed amended as necessary to conform to such legal requirements at all times. To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

XI. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this BAA is intended to confer, or shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

XII. COUNTERPARTS. This BAA may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one BAA.

XIII. ENTIRE AGREEMENT. This BAA constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written agreements, negotiations, commitments, and understandings.

XIV. AUTHORIZATION. The execution of this BAA is fully authorized by each party. No party is under any legal disability and the person(s) signing below have appropriate authority to bind their respective parties by execution of this BAA on their behalf.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in their respective names by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Oklahoma City-County Health Department

By:  _____

Print Name: Blaine Bolding

Print Title: Chief Operating Officer

Date: 12/5/22

Address: 2600 NE 63rd Street

Oklahoma City, OK 73111

BUSINESS ASSOCIATE:

Crutcho Public Schools

By: _____

Print Name: Melvin T. Perry

Print Title: Superintendent

Date: _____

Address: 2401 N. Air Depot Boulevard

Oklahoma City, OK 73141

7. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE CONSENT DOCKET

7.A. Minutes - November



Crutcho Public Schools

Minutes

Tuesday, November 8, 2022

Crutcho Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141

1:15 PM

1:26 PM

1. CALL TO ORDER

2. ROLL CALL AND DETERMINATION OF QUORUM

3. BOARD TO TAKE ACTION ON THE EMPLOYMENT OF STEPHEN H. MCDONALD & ASSOCIATES, INC., AS FINANCIAL CONSULTANT TO THE SCHOOL DISTRICT.

Approved for employment by Erika James second by Paul Keeler was approve

Carla Brooks: Yea

Erika James: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

4. BOARD TO CONSIDER AND TAKE ACTION ON TWO SEPARATE RESOLUTIONS AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION TO BE HELD IN THIS SCHOOL DISTRICT TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS.

Resolution motion approved by Erika James second by Paul Keeler was approve

Carla Brooks: Yea

Erika James: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

5. ADJOURNMENT

1:26 PM

Erika James, President

Paul Keeler, Vice President

Carla Brooks, Clerk



Crutcho Public Schools

Minutes

Tuesday, November 8, 2022

Crutcho Public Schools, 2401 N. AIR DEPOT BLVD. , OKLAHOMA CITY, Oklahoma 73141

1:30 PM

1:32 PM

1. CALL TO ORDER

2. STATEMENT OF COMPLIANCE

3. ROLL CALL AND DETERMINATION OF QUORUM

3.A. Flag Salute

3.B. Prayer

4. PUBLIC EXPRESSIONS (Limited to three minutes per subject item)*

5. SUPERINTENDENT'S REPORT

5.A. Introductions of Guests

5.B. Celebrations/ Students of the Month

5.C. Upcoming Events - See Attachment

5.D. School Reports/Operations Report

5.E. Financial

5.E.1. Treasurer's Report

5.E.2. Financial Report

5.F. Policy

5.G. Personnel

5.H. Facilities

5.I. Students

5.J. Community

6. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE GENERAL BUSINESS ITEMS

Item 6a was approved by Erika James second by Paul Keeler was approve

Carla Brooks: Yea

Erika James: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

6.A. School Board Meeting Schedule 2023

7. MOTION AND VOTE TO APPROVE OR DISAPPROVE THE CONSENT DOCKET

Approved Items 7a-7d by Erika James second by Paul Keeler was approve

Carla Brooks: Yea

Erika James: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

7.A. Minutes - October Regular & Special Minutes

7.B. Transfer of Funds

7.C. Encumbrances and Purchases FY 2022-2023

7.C.1. General Fund (11) P.O. #'s 125-127

7.C.2. Bond Fund (31) P.O. #'s NONE

7.C.3. Building Fund (21) P.O. #'s NONE

7.C.4. Child Nutrition (22) P.O. #'s 20

7.C.5. Gift Fund (81) P.O. #'s NONE

7.C.6. Purchase Order Increases General Fund (11) and Bond Fund (39) and Child-N Fund (22)

7.D. Activity Fund Revenue and Expenditure Report

8. MOTION TO ENTER EXECUTIVE SESSION 25 OS 307 (B)(1), TO DISCUSS ITEMS UNDER PERSONNEL

9. AKNOWLEDGEMENT RETURN TO OPEN SESSION

10. MOTION , DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE THE PERSONNEL

11. NEW BUSINESS

12. ADJOURNMENT

Motion to adjourn at 1:48pm by Erika James second by Paul Keeler was approve

Carla Brooks: Yea

Erika James: Yea

Paul Keeler: Yea

Yea: 3, Nay: 0

2:18 PM

Erika James, President

Paul Keeler, Vice President

Carla Brooks, Clerk

7.B. Transfer of Funds

7.C. Encumbrances and Purchases FY 2022-2023

7.C.1. General Fund (11) P.O. #'s 128

Purchase Order Register

Options: Year: 2022-2023, Fund: GENERAL FUND (FOR OPERATION), Date Range: 11/4/2022 - 12/9/2022

PO No	Date	Vendor No	Vendor	Description	Amount
128	11/08/2022	53749	FORDAV	INVOICE 301021450	5,820.00
Non-Payroll Total:					\$5,820.00
Payroll Total:					\$3,615.25
Report Total:					\$9,435.25

7.C.2. Bond Fund (31) P.O. #'s NONE

7.C.3. Building Fund (21) P.O. #'s NONE

Purchase Order Register

Options: Year: 2022-2023, Fund: BUILDING FUND, Date Range: 11/4/2022 - 12/9/2022

PO No	Date	Vendor No	Vendor	Description	Amount
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Non-Payroll Total: \$0.00

Payroll Total: \$0.00

Report Total:

7.C.4. Child Nutrition (22) P.O. #'s 21

Purchase Order Register

Options: Year: 2022-2023, Fund: CHILD NUTRITION PROGRAMS FUND, Date Range: 11/4/2022 - 12/9/2022

PO No	Date	Vendor No	Vendor	Description	Amount
21	11/10/2022	53620	EPCO MECHANICAL INC	BLANKET	15,000.00
Non-Payroll Total:					\$15,000.00
Payroll Total:					\$1,076.50
Report Total:					\$16,076.50

7.C.5. Gift Fund (81) P.O. #'s NONE

7.C.6. Purchase Order Increases General Fund (11) and Bond Fund (39) and Child-N Fund (22)

7.D. Activity Fund Revenue and Expenditure Report

8. MOTION TO ENTER EXECUTIVE SESSION 25 OS 307 (B)(1), TO DISCUSS ITEMS UNDER PERSONNEL
9. ACKNOWLEDGEMENT RETURN TO OPEN SESSION
10. MOTION , DISCUSSION AND VOTE TO APPROVE OR DISAPPROVE THE PERSONNEL
11. NEW BUSINESS
12. ADJOURNMENT

Any person wishing to address an issue on the agenda must sign in with the Board President and give subject matter prior to roll call. The Board of Education may vote to convene in executive session to discuss any matter on this agenda deemed appropriate and take action on any agenda matter.

Posted this _____ day of _____, 20____, at _____ o'clock _____.M., in the encased outside bulletin board and by the entrance to the District Administration Offices, Crutchfield Public Schools, 2401 N. Air Depot Blvd., Oklahoma City, Oklahoma.

Name of Person Posting: Sheila Cavett

Title: Superintendent Secretary

Signature: _____