CONTRACT FOR
OKLAHOMA SCHOOL-BASED HEALTH SERVICES PROGRAM

Stillwater Public Schools

Participating School District

314 S Lewis St.

Street Address

Stillwater OK 74074

City State Zip Code

This Agreement is made by and among Public Consulting Group LLC ("PCG"), the Oklahoma State Department of Education ("OSDE"), and the above-referenced School District ("the DISTRICT") as of July 1, 2026 ("Effective Date").

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, the OSDE is duly authorized to administer the Medicaid School-Based Health Services ("SBHS") program pursuant to its 2026 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 2659019714 (the "PCG Contract")); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, the DISTRICT must record all health-related services they provide to students as well as the necessary claims support documentation in OK EDPlan™ (which include EasyTrac™); and the PCG Claiming System; 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 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 Agreement.

SDE REQ: 2650016483

Legal Approved 10/6/2026 RGB

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 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 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 Agreement and above-referenced **Exhibit A** and **Exhibit B**.

B. The parties to this Agreement may expand the scope of this 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 Agreement. Amendments or modifications to this Agreement must be agreed to by the parties and be made in writing.

C. *Additional scope of work if requested by the DISTRICT.* As a participant in the OSDE SBHS program, the DISTRICT will have the option to receive disability evaluation support through third party vendor PresenceLearning, but that is outside the scope of this Agreement and would require a separate agreement directly with 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 Agreement (the **"Term"**) shall commence on the Effective Date and shall continue through June 30, 2027.

B. Notwithstanding the foregoing, this 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 Agreement, including the exhibits hereto, PCG will submit Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and the DISTRICT.

B. Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make fee-for-service payments directly to the DISTRICT, within forty-five (45) days of submission of a clean claim, and OCHA will invoice the 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 and the date of reimbursement.

D. For MAC, the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services. For the sake of clarity, PCG invoices and is paid by OSDE for such amount.

E. Upon agreement with the DISTRICT, PCG will convert from a performance-based fee to a flat fee if federal law at any time prohibits or restricts contingency compensation.

F. Upon expiration or termination of this 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 expiration or 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 Agreement.

G. This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from Centers for Medicare & Medicaid Services ("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, the following

terms shall apply:

A. 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, including but not limited to informing PCG of upcoming reviews or audits, allowing PCG to participate in the audit process, providing audit results, and allowing PCG to participate any appeals if available.

B. 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 any 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 the 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.

C. 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 be capped at paying the DISTRICT only a refund equal to and no greater than the amount paid by the DISTRICT to PCG under this Agreement on the amount disallowed and will not otherwise be liable for any further amount.

V. RECORDS

A. Upon reasonable written notice, which will be no less than ten (10) business days, PCG shall allow the DISTRICT and/or OSDE and any of their duly authorized representatives or agents commercially reasonable access to any records of PCG that are pertinent to this 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, unless required by state or federal law.

B. PCG shall maintain its records relating to this Agreement, including all DISTRICT data, 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 if the DISTRICT elects not to participate in the next successive term, PCG will provide the DISTRICT a zip file via SFTP (Secure File Transfer Protocol) to include service log, compliance events (e.g., Medicaid parental consent), and remittance advice

("remit") information in the appropriate and available format (e.g., text, Excel, or PDF) going back six (6) years from the date of this Agreement's expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP are requested, PCG will provide the DISTRICT such data in the requested date range and/or format and charge a per hour rate to do so. The hours to complete the work will be priced at the prevailing PCG rates. The DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

A. The parties recognize that this 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 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 Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Agreement.

D. PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT.

E. If PCG is requested or required to disclose information received from the DISTRICT pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, PCG shall, prior to any disclosure of such information: (1) provide the DISTRICT with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, unless otherwise prohibited by law; (2) promptly consult with the DISTRICT on taking steps to resist or narrow the request; (3) cooperate and assist the DISTRICT with its efforts to obtain an order or otherwise limit or restrict the disclosure of its information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of such information is still required, furnish only such portion of the information as PCG is advised by counsel is legally required to be disclosed.

F. 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 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 during PCG's normal business hours of operation and in a commercially reasonable manner.

G. Upon expiration or termination of this Agreement, and subject to Section V.B above, 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 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.

H. Nothing in this 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 Agreement may be terminated before the end of the term specified in Section II, as follows:

A. **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 Agreement 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 thirty (30) days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.

B. **For Cause:** Any party may terminate this 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 ten (10) business days to cure the breach before the effective date of termination stated in the notice.

C. **Authorizing Agreement**: PCG or OSDE may terminate this Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Agreement.

D. **Provider Qualifications:** PCG or OSDE may terminate this 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.

E. **DISTRICT Qualifications:** PCG or OSDE may terminate this 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 the DISTRICTS's performance of its obligations hereunder, PCG shall license its proprietary systems (i) EasyTrac (including application and related supporting professional services) and/or (ii) PCG Claiming System to the DISTRICT, as more fully described below.

A. Definitions:

(i) "EasyTrac" means: (i) the implementation of the Internet-based functionality of EasyTrac; (ii) a license for EasyTrac and any related modules; (iii) all products and work related to such services within this Agreement; (iv) Production Support for EasyTrac; and (v) the documentation developed by PCG for distribution and use in combination with the foregoing.

(ii) "PCG Claiming System" means: (i) the implementation of the Internet-based system PCG uses for MAC herein; (ii) a license for the PCG Claiming System and any related modules; (iii) all Random Moment Time Study and cost reporting services as described in this Agreement; (iv) Production Support for the PCG Claiming System; and (v) the documentation developed by PCG for distribution and use in combination with the foregoing.

(iii) "Production Support" means ongoing operations and services to maintain user support of EasyTrac and/or the PCG Claiming System following activation of the EasyTrac and/or the PCG Claiming System in the production environment, including work related to resolving unplanned system outages, work related to keeping the EasyTrac and/or the PCG Claiming System in tune and running properly, i.e., hosting, operating system updates, up time, and maintenance schedules (system unavailability), and Application Management.

(iv) "Application Management" means work related to how the EasyTrac and/or the PCG Claiming System is modified, and includes resolving defects, updating the EasyTrac and/or the PCG Claiming System for PCG system-wide national releases to the base

product rolled out on a predefined schedule, processing change requests to modify/change the EasyTrac and/or the PCG Claiming System , release schedules/processes, testing processes, and acceptance processes.

B. PCG grants to the DISTRICT, and the 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 the 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 online format, as part of the DISTRICT's documentation for EasyTrac and/or the PCG Claiming System, and, if such DISTRICT's documentation is in an online format, allow the DISTRICT users to make print copies of the same.

D. The DISTRICT shall not use or grant to any person or entity other than authorized the DISTRICT users the right to use EasyTrac and/or the PCG Claiming System, which users shall be subject to the terms set forth herein. Any authorized DISTRICT user who is not otherwise a DISTRICT employee (e.g., vendors, contractors, auditors) must have agreed in writing to confidentiality and licensing obligations and restrictions that are substantially the same as those set forth herein. The 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. Before providing access to and use of the EasyTrac to any user who is not employed by the DISTRICT, the DISTRICT shall provide PCG with a written list of the contractors, vendors, auditors, and/or agencies who are being given such access.

E. The 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 the DISTRICT relating thereto. Examples of such documentation include training materials and manuals. The 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. The 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 the DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.

G. The 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. The 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. The 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 the 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 the 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, the 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 the DISTRICT by this Agreement.

K. The DISTRICT acknowledges that PCG is and shall remain the owner of all rights, 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 the DISTRICT's use of EasyTrac and/or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. The 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 the DISTRICT'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. Any settlement or compromise will require the agreement of both PCG and OSDE.

B. PCG shall not 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 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 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 Agreement with respect to all covenants of this Agreement.

B. No party shall assign any interest in this 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 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 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 this 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 Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this 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 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 Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

B. This Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Agreement.

C. The parties acknowledge that nothing in this Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreements and this Agreement, the terms and conditions of those agreements 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.

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
Alicia Stewart
Manager
Public Consulting Group LLC
44 Vantage Way, Suite 330
Nashville, Tennessee 37228

OSDE
Tom Newell
Chief of Staff
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT
Stillwater Public Schools
Austin Hula
314 S Lewis
Stillwater, OK 74074

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, including Attachments A & B, 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 from each other. 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.

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

For and on behalf of PCG:

Alicia Stewart

Signature

Name: Alicia Stewart

Title: PCG Manager

Date: October 6, 2026

For and on behalf of the OSDE:

Signature

Name: Tom Newell

Title: Chief of Staff

Date: 10/13/26

For and on behalf of District:

Signature

Name:

Title:

Date Approved by School Board:

EXHIBIT A – OPERATIONAL RESPONSIBILITIES

Each of the parties to this Agreement agree to fulfill the operational responsibilities assigned to it in this Exhibit A.

EXHIBIT B – COMPLIANCE AGREEMENT

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

EXHIBIT A
OPERATIONAL RESPONSIBILITIES
EFFECTIVE SCHOOL YEAR 2026 -2027
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 LLC (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 PCG-recognized 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 for services rendered during the 2026-2027 school year.
6. Bill Medicaid for School Districts properly per Exhibit B – Compliance Checklist for 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 from the date of service (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 School 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 periodically.
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. OSDE will distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). OSDE is obligated to reimburse funds to the extent that OSDE receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. OSDE 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. 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.
10. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan.
11. 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.
12. Have its liaison record all necessary claim support documentation in OK EDPlan.
13. 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.)
14. 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.
15. If audited by the State (OAC 317:30-3-2.1) or Federal (42 CFR 431.107(b)(1)-(2)) Government or their agents, disclose all Medicaid records required for audit purposes.
16. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
17. Be responsible for informing its program participants of all relevant privacy regulations and polices.
18. 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.
19. 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.
20. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
21. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
22. 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.

23. 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. The School 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 School District may choose to designate more than one person based on roles and responsibilities as School 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 School Districts the School District must provide written notice to PCG within ten (10) business days.
2. The School District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
3. The accounting system used by the School District or its contractor must comply with the requirements contained in 2 CFR 220.
4. School Districts must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
5. The School 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 School District identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

6. The School District will report periodic 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 cashbasis accounting methodology. Each period's costs must be certified by an authorized financial representative of the School District.

7. The School District must sign and return to PCG the non-federal matching dollars, also referred to as periodic 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 SCHOOL DISTRICT. The funds expended and reported in the CPE must be funds other than federal funds.

8. Periodic CPE forms are generated with the claim and distributed electronically. The School District will need to sign each period's CPE in the PCG Claiming System before disbursement of MAC funds.

9. The School District shall monitor employee participation to ensure that RMTS forms are completed. The School District must meet the minimum return rate compliance of 85% of survey moments assigned each period. After the first period of RMTS non-compliance, the School District may be required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive periods of RMTS non- compliance, the School District may be required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive periods of RMTS non-compliance, the School 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 School 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 School District receiving SBHS Program funds will be subject to periodic comprehensive compliance reviews, as determined in collaboration with PCG and OSDE. OSDE has the option to modify review selections upon request. The School District will comply with all required next steps as a result of findings..

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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 School District, regardless of when the recoupment or disallowance is issued or whether the School 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 School District is due on demand.

3. The School 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. The School 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 School District 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. The School 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 School District to stay informed regarding deadlines and program changes through, dashboards, trainings, as well communications sent by PCG.

6. Should a School 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 School 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 School District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. School District documentation, data certifications, and submissions should undergo a thorough review and quality check by the School District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. The School District will comply with all program requirements as outlined in the SBHS Program Handbook specific to school-based claiming prior to submitting costs for MAC claims. The School District will submit all financial supporting documentation upon request. The School District 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. The School District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. The School District will supply a certified CAP certified by a School District representative 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 2026 - 2027
SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group LLC (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.**

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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 School Districts 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.