

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

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

\_\_\_\_\_  
Participating School District

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code  
Oklahoma

This Participation Agreement (the "Participation Agreement") is entered into by and among the Oklahoma State Department of Education ("OSDE"), Public Consulting Group, Inc. ("PCG"), and the above-referenced School District ("the DISTRICT") as of July 1, 2019 ("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**, OSDE is duly authorized to administer the Medicaid School Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority ("OHCA") (the "Authorizing Agreement"); and

**WHEREAS**, PCG is duly authorized to provide Medicaid claiming services to the LEA, pursuant to its contract with OSDE (Purchase Order 2659016489) (the "PCG Contract"); and;

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

**WHEREAS**, the DISTRICT wishes to participate in the SBHS and to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this

**SDE REQ #:** 2650007588 *PCG*

Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

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

*[Remainder of page intentionally left blank]*

**I. SCOPE OF SERVICES**

- A.** PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG’s performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT’s performance of its responsibilities and upon OSDE’s performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A and Exhibit B**.
- B.** The DISTRICT will fulfill the operational responsibilities assigned to it in **Exhibit A**.
- C.** OSDE will perform the operational responsibilities assigned to it in **Exhibit A**.
- D.** The DISTRICT will fulfill the responsibilities assigned to it in **Exhibit B**.
- E.** The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.

**II. TERM**

- A.** The term of this Participation Agreement (the “**Term**”) shall commence on the Effective Date and shall end June 30, 2020.
- B.** Notwithstanding the foregoing, this Participation Agreement ends automatically upon the termination of the PCG Contract or the Authorizing Agreement.

### **III. CLAIMING AND COMPENSATION PROCEDURES**

- A.** Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit Medicaid reimbursement claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.
- B.** Pursuant to Article 5.1.A and 5.1. B of the Authorizing Agreement, for services rendered from July 1, 2017 through June 30, 2018, OHCA will make payments directly to OSDE, for allocation and distribution to the DISTRICT, within 45 days of submission of a clean claim.
- C.** Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OCHA will invoice DISTRICT for the State share of all such payments.
- D.** The DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
  - a.** PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
  - b.** The DISTRICT shall pay PCG interest at the annual rate of 10% on all fee amounts that are not paid within forty-five (45) days of the receipt of the PCG invoice.
  - c.** Upon termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services.
- E.** This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

### **IV. DISALLOWANCES**

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

- A. For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B. PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.
- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing on behalf of the DISTRICT is in good faith and the DISTRICT warrants that service data entered into OK EDPlan™ and supporting claiming data furnished is accurate and complete and that the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount equal to the amount PCG billed and was paid on the amount disallowed. For the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

**V. RECORDS**

- A. PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least seven (7) years from the date of service. If PCG carries out any of the duties of this Participation Agreement through a subcontract, such subcontract shall provide that the subcontractor likewise shall maintain such records for a period of at least seven (7) years from the date of service.

**VI. CONFIDENTIALITY**

- A. The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“FERPA”) and the Individuals with Disabilities Education Act (“IDEA”).
- B. The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information, and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.

- C. PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement. PCG shall make available to the DISTRICT its written policies and procedures for the security of confidential information subject to this Participation Agreement.
- D. PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT if such confidential information is subpoenaed or requested by a third party, or is improperly used, copied, or removed.
- E. If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures.
- F. Upon termination of this Participation Agreement, PCG shall use reasonable and secure means to return or destroy (as directed in writing by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.
- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

## VII. TERMINATION

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

- A. **Without Cause:** Any party may terminate this Participation Agreement by giving written notice to the other parties at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties.

- B. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least seven (7) calendar days to cure the breach before the effective date of termination stated in the notice.
- C. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended.
- C. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.

## **VIII. OWNERSHIP INTERESTS AND LICENSE**

- A. Ownership of EasyTrac™ and all other software, trademarks, and intellectual property of PCG is not conveyed to the DISTRICT or OSDE unless specifically conveyed by means of a written amendment to this Participation Agreement or a separate written contract referencing this Participation Agreement. EasyTrac™ is licensed to the DISTRICT only during the term of this Participation Agreement and only for use by the DISTRICT for purposes of this Participation Agreement.
- B. The DISTRICT shall not use PCG software, trademarks, or other intellectual property except for purposes of this Participation Agreement, and shall not copy or transfer such software, trademarks, or other intellectual property to any third party unless specifically authorized by PCG in a written amendment to this Participation Agreement or a separate written contract referencing this Participation Agreement.

## **IX. LIABILITY AND INSURANCE**

- A. PCG shall indemnify and hold harmless the DISTRICT, its officers, agents, employees, and assigns from and against all claims, losses, costs, damages, expenses, reasonable attorneys' fees, and liability that any of them may sustain, up to the total amount of fees paid to PCG:
  - (i) Arising out of any failure by PCG to comply with any applicable law, ordinance, regulation, or industry standard; or

(ii) Arising out of any breach by PCG of a provision of this Participation Agreement.

- B.** PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

**X. SUCCESSORS AND ASSIGNEES**

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

**XI. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

During the performance of this Participation Agreement, PCG agrees as follows:

- A.** PCG will not discriminate against any employee or applicant for employment because of race, color, religious creed, gender, marital status, age, sexual orientation, national origin, veteran status, disabling condition, or any other protected status. Such equal-opportunity and non-discriminatory actions shall include, but not be limited to, the following: recruitment, hiring, training, promotion, compensation, benefits, transfers, layoffs, return from layoffs, and company-sponsored training, education, and social/recreational programs. PCG agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B.** PCG will, in all solicitations, or advertisements for employees placed by or on behalf of PCG, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, gender, marital status, age, sexual orientation, national origin, veteran status, disabling condition, or any other protected status.

**XII. CONFLICT OF INTEREST**

PCG covenants that it has no direct or indirect interest that would conflict with its performance of the Agreement. PCG further covenants that in the performance of this Participation Agreement, no person having such interest shall be employed by PCG.

### **XIII. APPLICABLE LAW AND EXCLUSIVE FORUM**

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

### **XIII. COMPLIANCE WITH LAWS**

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

### **XV. EXTENT OF AGREEMENT**

- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

**XVI. PROCUREMENT**

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

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

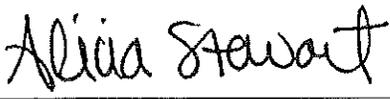
**For and on behalf of OSDE:**

**For and on behalf of the DISTRICT:**

  
Name: Joy Hofmeister  
Title: State School Superintendent  
Date: 6/28/19

\_\_\_\_\_  
Name:  
Title:  
Date Approved by School Board:

**For and on behalf of PCG:**

  
Name: Alicia Stewart  
Title: Associate Manager  
Date: May 30, 2019

## **EXHIBIT A – OPERATIONAL RESPONSIBILITIES**

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

## **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 A**  
**OPERATIONAL RESPONSIBILITIES**  
**EFFECTIVE FOR SCHOOL YEAR 2019 – 2020**

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

**OSDE**

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

**PCG**

OSDE contracts with PCG to act as a third-party administrator to:

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

10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

### **School District**

1. Designate a liaison who has decision making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.
5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.

17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) 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 seven (7) 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 seven (7) year retention period, whichever is later.

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

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

**EXHIBIT B**  
**COMPLIANCE CHECKLIST**  
**EFFECTIVE FOR SCHOOL YEAR 2019 – 2020**

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

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

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

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

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

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

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

### Services

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

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

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

### Pre-Billing Checks

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

#### **1. Medicaid ID**

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

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

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the student has a valid Medicaid ID within the school year. 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 provided to PCG by School District or 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.

**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 over 3 years old if receiving 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 as of the date of the school-based service.

### 4. Diagnosis Code

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

**PCG will check that the 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 state-approved policy. If a diagnosis code is not provided by the 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. 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. 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.

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

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

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

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

## **7. Supervisor Sign-Off**

**REQUIREMENT:** Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment, assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

**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.)

**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 qualified, based on School District data in the PCG System. *It is the responsibility of School District to obtain and maintain licensure/certification information.* 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.

**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.

Under all circumstances, the School District is responsible for maintaining copies of one-time parental consents and annual notices to access public benefits.

## **10. Holidays/Weekends**

**REQUIREMENT:** Claims may not be submitted for services on days when school is not in session, such as holidays and weekends.

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

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

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

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

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

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

## **11. Private Insurance**

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

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

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

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

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

## **12. Prior Authorization**

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

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

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

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

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



**Certification for Competitive Bid and/or Contract (Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Department of Education Agency Number: \_\_\_\_\_

Solicitation or Purchase Order #: 2659016489

Supplier Legal Name: Public Consulting Group, Inc.

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

*Alicia Stewart*

Supplier Authorized Signature

6/19/2019

Certified This Date

Alicia Stewart

Printed Name

Associate Manager

Title

615-983-5333

Phone Number

AStewart@pcgus.com

Email

855-346-1635

Fax Number



# Supplier Contract Certification

Solicitation or Purchase Order #: 2659016489

Supplier name: Public Consulting Group, Inc.

Address: 414 Union St. – Suite 1100

City: Nashville State: TN Zip Code: 37219

Email address: AStewart@pcgus.com

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

6/19/2019

Supplier Authorized Representative Signature

Date

Alicia Stewart

Associate Manager

Supplier Authorized Representative Printed Name

Title