



**JANET BARRESI**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION  
STATE OF OKLAHOMA

**MEMORANDUM**

**TO:** The Honorable Members of the State Board of Education  
**FROM:** Janet Barresi  
**DATE:** December 19, 2012  
**SUBJECT:** Sponsorship by the Oklahoma State Board of Education for Sequoyah Charter School

Sequoyah Charter School has submitted an application asking the Oklahoma State Board of Education to sponsor Sequoyah Charter School. Request pursuant to 70 O.S. § 3-130.

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Attachments

the district of its findings. If the school district does not come into compliance or take action to meet the goals of the plan, the Board shall withdraw approval and terminate the plan. (70-3-127)

#### **Section 42.10. State Board to Promulgate Rules.**

The State Board of Education shall promulgate rules to implement the provisions of this act. (70-3-128)

#### **Section 42.11. Charter Schools Incentive Fund.**

A. There is hereby created in the State Treasury a fund to be designated the "Charter Schools Incentive Fund". The fund shall be a continuing fund, not subject to fiscal year limitations, and shall consist of all monies appropriated by the Legislature, gifts, grants, devises and donations from any public or private source. The State Department of Education shall administer the fund for the purpose of providing financial support to charter school applicants and charter schools for start-up costs and costs associated with renovating or remodeling existing buildings and structures for use by a charter school. The State Department of Education is authorized to allocate funds on a per-pupil basis for purposes of providing matching funds for the federal State Charter School Facilities Incentive Grants Program created pursuant to the No Child Left Behind Act, 20 USCA, Section 7221d.

B. The State Board of Education shall adopt rules to implement the provisions of this section, including application and notification requirements. (70-3-144)

#### **Section 42.12. Oklahoma Charter Schools Act.**

This act shall be known and may be cited as the "Oklahoma Charter Schools Act". (70-3-130)

#### **Section 42.13. Purpose.**

A. The purpose of the Oklahoma Charter Schools Act is to:

1. Improve student learning;
2. Increase learning opportunities for students;
3. Encourage the use of different and innovative teaching methods;
4. Provide additional academic choices for parents and students;
5. Require the measurement of student learning and create different and innovative forms of measuring student learning;
6. Establish new forms of accountability for schools; and
7. Create new professional opportunities for teachers and administrators including the opportunity to be responsible for the learning program at the school site.

B. The purpose of the Oklahoma Charter Schools Act is not to provide a means by which to keep open a school that may otherwise be closed. Applicants applying for a charter for a school which is to be otherwise closed shall be required to prove that conversion to a charter school fulfills the purposes of the act independent of closing the school. Nothing in this section shall be interpreted to preclude a school designated as a "high challenge school" from becoming a charter school. (70-3-131)

## **Section 42.14. Application of Charter Schools Act. (2010 Version 1)**

A. The Oklahoma Charter Schools Act shall apply only to charter schools formed and operated under the provisions of the act. Charter schools shall be sponsored only as follows:

1. By a school district with an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;

2. By a school district which has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized;

3. By a technology center school district if the charter school is located in a school district served by the technology center school district and the school district has an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;

4. By a technology center school district if the charter school is located in a school district served by the technology center school district and the school district has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized;

5. By a comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education if the charter school is located in a school district that has an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census. In addition, the institution shall have a teacher education program accredited by the Oklahoma Commission for Teacher Preparation and have a branch campus or constituent agency physically located within the school district in which the charter school is located;

6. By a comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education if the charter school is located in a school district that has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized. In addition, the institution shall have a teacher education program accredited by the Oklahoma Commission for Teacher Preparation and have a branch campus or constituent agency physically located within the school district in which the charter school is located; or

7. By the State Board of Education only when the applicant of the charter school is the Office of Juvenile Affairs and the charter school is for the purpose of providing education services to youth in the custody or supervision of the Office of Juvenile Affairs. Not more than one charter school shall be sponsored by the Board as provided for in this paragraph during the period of time beginning July 1, 2010, through July 1, 2016.

B Any charter or enterprise school operating in the state pursuant to an agreement with the board of education of a school district on July 1, 1999, may continue to operate pursuant to that agreement or may contract with the board of education of the school district pursuant to the Oklahoma Charter Schools Act. Nothing in the Oklahoma Charter Schools Act shall prohibit a school district from applying for exemptions from certain education-related statutory requirements as provided for in the Educational Deregulation Act.

C. For purposes of the Oklahoma Charter Schools Act, "charter school" means a public school established by contract with a board of education of a school district, an area vocational-technical school district, a higher education institution, or the State Board of Education pursuant to the Oklahoma Charter Schools Act to provide learning that will improve student achievement and as defined in the Elementary and Secondary Education Act of 1965, 20 U.S.C. 8065.

D. A charter school may consist of a new school site, new school sites or all or any portion of an existing school site. An entire school district may not become a charter school site. (70-3-132)

Note: Amended by HB 2753, Sec. 1 of the 2010 Reg. Sess. Effective November 1, 2010.

Note: Multiple Amendments enacted in 2010; both versions printed above.

## **Section 42.14. Application of Charter Schools Act. (2010 Version 2)**

A. The Oklahoma Charter Schools Act shall apply only to charter schools formed and operated under the provisions of the act. Charter schools shall be sponsored only as follows:

1. By a school district with an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;

2. By a school district which has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized;

3. By a technology center school district if the charter school is located in a school district served by the technology center school district and the school district has an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;

4. By a technology center school district if the charter school is located in a school district served by the technology center school district and the school district has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized;

5. By a comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education if the charter school is located in a school district that has an average daily membership of five thousand (5,000) or more and which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census. In addition, the institution shall have a teacher education program accredited by the Oklahoma Commission for Teacher Preparation and have a branch campus or constituent agency physically located within the school district in which the charter school is located;

6. By a comprehensive or regional institution that is a member of the Oklahoma State System of Higher Education if the charter school is located in a school district that has a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized. In addition, the institution shall have a teacher education program accredited by the Oklahoma Commission for Teacher Preparation and have a branch campus or constituent agency physically located within the school district in which the charter school is located; or

7. By a federally recognized Indian tribe, operating a high school under the authority of the Bureau of Indian Affairs as of the effective date of this act, if the charter school is for the purpose of demonstrating native language immersion instruction, and is located within its former reservation or treaty area boundaries. For purposes of this paragraph, native language immersion instruction shall require that educational instruction and other activities conducted at the school site are primarily conducted in the native language.

B. Any charter or enterprise school operating in the state pursuant to an agreement with the board of education of a school district on July 1, 1999, may continue to operate pursuant to that agreement or may contract with the board of education of the school district pursuant to the Oklahoma Charter Schools Act. Nothing in the Oklahoma Charter Schools Act shall prohibit a school district from applying for exemptions from certain education-related statutory requirements as provided for in the Educational Deregulation Act.

C. For purposes of the Oklahoma Charter Schools Act, "charter school" means a public school established by contract with a board of education of a school district, an area vocational-technical school district, a higher education institution, or a federally recognized Indian tribe pursuant to the Oklahoma Charter Schools Act to provide learning that

will improve student achievement and as defined in the Elementary and Secondary Education Act of 1965, 20 U.S.C. 8065.

D. A charter school may consist of a new school site, new school sites or all or any portion of an existing school site. An entire school district may not become a charter school site. (70-3-132)

Note: Amended by SB 1862, Sec. 1 of the 2010 Reg. Sess. Effective November 1, 2010.

Note: Multiple Amendments enacted in 2010; both versions printed above.

### **Section 42.15. Repealed.**

### **Section 42.16. Written Proposal. (2010 Version 1)**

A. For written applications filed after January 1, 2008, prior to submission of the application to a proposed sponsor seeking to establish a charter school, the applicant shall be required to complete training which shall not exceed ten (10) hours provided by the State Department of Education on the process and requirements for establishing a charter school. The Department shall develop and implement the training by January 1, 2008. The Department may provide the training in any format and manner that the Department determines to be efficient and effective including, but not limited to, web-based training.

B. Except as otherwise provided for in Section 3-137 of this title, an applicant seeking to establish a charter school shall submit a written application to the proposed sponsor as prescribed in subsection E of this section. The application shall include:

1. A mission statement for the charter school;
2. A description of the organizational structure and the governing body of the charter school;
3. A financial plan for the first three (3) years of operation of the charter school and a description of the treasurer or other officers or persons who shall have primary responsibility for the finances of the charter school. Such person shall have demonstrated experience in school finance or the equivalent thereof;
4. A description of the hiring policy of the charter school;
5. The name of the applicant or applicants and requested sponsor;
6. A description of the facility and location of the charter school;
7. A description of the grades being served;
8. An outline of criteria designed to measure the effectiveness of the charter school;
9. A demonstration of support for the charter school from residents of the school district which may include but is not limited to a survey of the school district residents or a petition signed by residents of the school district; and
10. Documentation that the applicants completed charter school training as set forth in subsection A of this section.

C. A board of education of a public school district, public body, public or private college or university, private person, or private organization may contract with a sponsor to establish a charter school. A private school shall not be eligible to contract for a charter school under the provisions of the Oklahoma Charter Schools Act.

D. The sponsor of a charter school is the board of education of a school district, the board of education of a technology center school district, a higher education institution or the State Board of Education which meets the criteria established in Section 3-132 of this title. Any board of education of a school district in the state may sponsor one or more

charter schools. The physical location of a charter school sponsored by a board of education of a school district or a technology center school district shall be within the boundaries of the sponsoring school district. The physical location of a charter school sponsored by the State Board of Education shall be located where an Office of Juvenile Affairs facility for youth is located.

E. An applicant for a charter school may submit an application to a proposed sponsor which shall either accept or reject sponsorship of the charter school within ninety (90) days of receipt of the application. If the proposed sponsor rejects the application, it shall notify the applicant in writing of the reasons for the rejection. The applicant may submit a revised application for reconsideration to the proposed sponsor within thirty (30) days after receiving notification of the rejection. The proposed sponsor shall accept or reject the revised application within thirty (30) days of its receipt.

F. A board of education of a school district, board of education of a technology center school district or higher education institution sponsor of a charter school shall notify the State Board of Education when it accepts sponsorship of a charter school. The notification shall include a copy of the charter of the charter school.

G. If a proposed sponsor rejects the revised application for a charter school, the applicant may proceed to mediation or binding arbitration or both mediation and binding arbitration as provided in the Dispute Resolution Act and the rules promulgated pursuant thereto. The applicant shall contact the early settlement program for the county in which the charter school would be located. If the parties proceed to binding arbitration, a panel of three arbitrators shall be appointed by the director of the early settlement program handling the dispute. The proposed sponsor shall pay the cost for any mediation or arbitration requested pursuant to this section.

H. If a board of education of a technology center school district, a higher education institution or the State Board of Education accepts sponsorship of a charter school, the administrative, fiscal and oversight responsibilities of the technology center school district or the higher education institution shall be listed in the contract. No responsibilities shall be delegated to a school district unless the local school district agrees to assume the responsibilities. (70-3-134)

Note: Amended by HB 2753, Sec. 2 of the 2010 Reg. Sess. Effective November 1, 2010.

Note: Multiple Amendments enacted in 2010; both versions printed above.

### **Section 42.16. Written Proposal. (2010 Version 2)**

A. For written applications filed after January 1, 2008, prior to submission of the application to a proposed sponsor seeking to establish a charter school, the applicant shall be required to complete training which shall not exceed ten (10) hours provided by the State Department of Education on the process and requirements for establishing a charter school. The Department shall develop and implement the training by January 1, 2008. The Department may provide the training in any format and manner that the Department determines to be efficient and effective including, but not limited to, web-based training.

B. Except as otherwise provided for in Section 3-137 of this title, an applicant seeking to establish a charter school shall submit a written application to the proposed sponsor as prescribed in subsection E of this section. The application shall include:

1. A mission statement for the charter school;
2. A description of the organizational structure and the governing body of the charter school;
3. A financial plan for the first three (3) years of operation of the charter school and a description of the treasurer or other officers or persons who shall have primary responsibility for the finances of the charter school. Such person shall have demonstrated experience in school finance or the equivalent thereof;
4. A description of the hiring policy of the charter school;
5. The name of the applicant or applicants and requested sponsor;

6. A description of the facility and location of the charter school;
7. A description of the grades being served;
8. An outline of criteria designed to measure the effectiveness of the charter school;
9. A demonstration of support for the charter school from residents of the school district which may include but is not limited to a survey of the school district residents or a petition signed by residents of the school district; and
10. Documentation that the applicants completed charter school training as set forth in subsection A of this section.

C. A board of education of a public school district, public body, public or private college or university, private person, or private organization may contract with a sponsor to establish a charter school. A private school shall not be eligible to contract for a charter school under the provisions of the Oklahoma Charter Schools Act.

D. The sponsor of a charter school is the board of education of a school district, the board of education of a technology center school district, a higher education institution, or a federally recognized Indian tribe which meets the criteria established in Section 3-132 of this title. Any board of education of a school district in the state may sponsor one or more charter schools. The physical location of a charter school sponsored by a board of education of a school district or a technology center school district shall be within the boundaries of the sponsoring school district.

E. An applicant for a charter school may submit an application to a proposed sponsor which shall either accept or reject sponsorship of the charter school within ninety (90) days of receipt of the application. If the proposed sponsor rejects the application, it shall notify the applicant in writing of the reasons for the rejection. The applicant may submit a revised application for reconsideration to the proposed sponsor within thirty (30) days after receiving notification of the rejection. The proposed sponsor shall accept or reject the revised application within thirty (30) days of its receipt.

F. A sponsor of a charter school shall notify the State Board of Education when it accepts sponsorship of a charter school. The notification shall include a copy of the charter of the charter school.

G. If a proposed sponsor rejects the revised application for a charter school, the applicant may proceed to mediation or binding arbitration or both mediation and binding arbitration as provided in the Dispute Resolution Act and the rules promulgated pursuant thereto. The applicant shall contact the early settlement program for the county in which the charter school would be located. If the parties proceed to binding arbitration, a panel of three arbitrators shall be appointed by the director of the early settlement program handling the dispute. The proposed sponsor shall pay the cost for any mediation or arbitration requested pursuant to this section.

H. If a board of education of a technology center school district, a higher education institution, or a federally recognized Indian tribe accepts sponsorship of a charter school, the administrative, fiscal and oversight responsibilities of the technology center school district, the higher education institution, or the federally recognized Indian tribe shall be listed in the contract. No responsibilities shall be delegated to a school district unless the local school district agrees to assume the responsibilities. (70-3-134)

Note: Amended by SB 1862, Sec. 2 of the 2010 Reg. Sess. Effective November 1, 2010.

Note: Multiple Amendments enacted in 2010; both versions printed above.

While binding arbitration is provided for in the Charter Schools Act, it is legally impossible for it to take place in the absence of rules and regulations governing the procedure provided by the Dispute Resolution Act. The Dispute Resolution Act contains no provisions for binding arbitration. *Pentagon Academy v. ISD No. 1 of Tulsa County*, 2003 OK 98, 82 P.3d 587.

The Oklahoma Charter Schools Act does not violate the doctrine that the Legislature may not delegate its powers to private organizations or persons, as the Legislature retains its authority to provide for a free public education as required by Okla. Const. art. XIII, § 1, and as the Act contains specific statutory standards for charter schools. *August 22, 2007 (AG Op. No. 07-23)*

## **Section 42.17. Written Contract for Charter School.**

A. The sponsor of a charter school shall enter into a written contract with the governing body of the charter school. The contract shall incorporate the provisions of the charter of the charter school and contain, but shall not be limited to, the following provisions:

1. A description of the program to be offered by the school which complies with the purposes outlined in Section 11 of this act;
2. Admission policies and procedures;
3. Management and administration of the charter school;
4. Requirements and procedures for program and financial audits;
5. A description of how the charter school will comply with the charter requirements set forth in the Oklahoma Charter Schools Act;
6. Assumption of liability by the charter school; and
7. The term of the contract.

B. A charter school shall not enter into an employment contract with any teacher or other personnel until the charter school has a contract with a sponsoring school district. The employment contract shall set forth the personnel policies of the charter school, including, but not limited to, policies related to certification, professional development evaluation, suspension, dismissal and nonreemployment, sick leave, personal business leave, emergency leave, and family and medical leave. The contract shall also specifically set forth the salary, hours, fringe benefits, and work conditions. The contract may provide for employer-employee bargaining, but the charter school shall not be required to comply with the provisions of Sections 509.1 through 509.10 of Title 70 of the Oklahoma Statutes. The contract shall conform to all applicable provisions set forth in Section 11 of this act.

Upon contracting with any teacher or other personnel, the governing body of the charter school shall, in writing, disclose employment rights of the employees in the event the charter school closes or the charter is not renewed. (70-3-135)

## **Section 42.18. Charter Requirements.**

A. A charter school shall adopt a charter which will ensure compliance with the following:

1. A charter school shall comply with all federal regulations and state and local rules and statutes relating to health, safety, civil rights and insurance. By January 1, 2000, the State Department of Education shall prepare a list of relevant rules and statutes which a charter school must comply with as required by this paragraph and shall annually provide an update to the list;
2. A charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. A sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or religious institution;
3. The charter school may provide a comprehensive program of instruction for a pre kindergarten program, a kindergarten program or any grade between grades one and twelve. Instruction may be provided to all persons between the ages of four (4) and twenty-one (21) years. A charter school may offer a curriculum which emphasizes a specific learning philosophy or style or certain subject areas such as mathematics, science, fine arts, performance arts, or foreign language. The charter of a charter school which offers grades nine through twelve shall specifically address whether the charter school will comply with the graduation requirements established in Section 11-103.6 of this title. No charter school shall be chartered for the purpose of offering a curriculum for deaf or blind students that is the same or similar



to the curriculum being provided by or for educating deaf or blind students that are being served by the Oklahoma School for the Blind or the Oklahoma School for the Deaf;

4. A charter school shall participate in the testing as required by the Oklahoma School Testing Program Act and the reporting of test results as is required of a school district. A charter school shall also provide any necessary data to the Office of Accountability;

5. Except as provided for in the Oklahoma Charter Schools Act and its charter, a charter school shall be exempt from all statutes and rules relating to schools, boards of education, and school districts;

6. A charter school, to the extent possible, shall be subject to the same reporting requirements, financial audits, audit procedures, and audit requirements as a school district. The State Department of Education or State Auditor and Inspector may conduct financial, program, or compliance audits. A charter school shall use the Oklahoma Cost Accounting System to report financial transactions to the sponsoring school district;

7. A charter school shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as a school district;

8. A charter school shall provide for a governing body for the school which shall be responsible for the policies and operational decisions of the charter school;

9. A charter school shall not be used as a method of generating revenue for students who are being home schooled and are not being educated at an organized charter school site;

10. A charter school may not charge tuition or fees;

11. A charter school shall provide instruction each year for at least the number of days required in Section 1-109 of this title;

12. A charter school shall comply with the student suspension requirements provided for in Section 24-101.3 of this title;

13. A charter school shall be considered a school district for purposes of tort liability under the Governmental Tort Claims Act;

14. Employees of a charter school may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules if otherwise allowed pursuant to law;

15. A charter school may participate in all health and related insurance programs available to the employees of the sponsor of the charter school;

16. A charter school shall comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act; and

17. The governing body of a charter school shall be subject to the same conflict of interest requirements as a member of a local school board.

B. The charter of a charter school shall include a description of the personnel policies, personnel qualifications, and method of school governance, and the specific role and duties of the sponsor of the charter school.

C. The charter of a charter school may be amended at the request of the governing body of the charter school and upon the approval of the sponsor.

D. A charter school may enter into contracts and sue and be sued.

E. The governing body of a charter school may not levy taxes or issue bonds.

F. The charter of a charter school shall include a provision specifying the method or methods to be employed for disposing of real and personal property acquired by the charter school upon expiration or termination of the charter or failure of the charter school to continue operations. Except as otherwise provided, any real or personal property purchased with state or local funds shall be retained by the sponsoring school district. If a charter school that was previously sponsored by the board of education of a school district continues operation within the school district under a new charter sponsored by an entity authorized pursuant to Section 3-132 of this title, the charter school may retain any personal property purchased with state or local funds for use in the operation of the charter school until termination of the new charter or failure of the charter school to continue operations. (70-3-136)

Charter schools are not required to offer alternative education programs. *February 15, 2000 (AG Op. No. 00-12).*

Charter schools are exempt from mandated core curriculum requirements. *September 27, 1999 (AG Op. No. 99-64).*

### **Section 42.19. Term of Contract, Renewal, and Termination.**

A. An approved contract for a charter school shall be effective for not longer than five (5) years from the first day of operation. Prior to the beginning of the fifth year of operation, the charter school may apply for renewal of the contract with the sponsor. The sponsor may deny the request for renewal if it determines the charter school has failed to complete the obligations of the contract or comply with the provisions of the Oklahoma Charter Schools Act. A sponsor shall give written notice of its intent to deny the request for renewal at least eight (8) months prior to expiration of the contract.

B. If a sponsor denies a request for renewal, the governing board may proceed to mediation or binding arbitration or both as provided for in subsection G of Section 3-134 of this title.

C. A sponsor may terminate a contract during the term of the contract for failure to meet the requirements for student performance contained in the contract, failure to meet the standards of fiscal management, violations of the law, or other good cause. The sponsor shall give at least ninety (90) days' written notice to the governing board prior to terminating the contract. The governing board may request, in writing, an informal hearing before the sponsor within fourteen (14) days of receiving notice. The sponsor shall conduct an informal hearing before taking action. If a sponsor decides to terminate a contract, the governing board may proceed to mediation or binding arbitration or both as provided for in subsection G of Section 3-134 of this title.

D. If a contract is not renewed, the governing board of the charter school may submit an application to a proposed new sponsor as provided for in Section 3-134 of this title.

E. If a contract is not renewed or is terminated according to this section, a student who attended the charter school may enroll in the resident school district of the student or may apply for a transfer in accordance with Section 8-103 of this title. (70-3-137)

### **Section 42.20. Reprisal Prohibited for Involvement with Application.**

A board of education of a school district or an employee of the district who has control over personnel actions shall not take unlawful reprisal action against an employee of the school district for the reason that the employee is directly or indirectly involved in an application to establish a charter school. As used in this section, "unlawful reprisal" means an action that is taken by a board of education or a school district employee as a direct result of a lawful application to establish a charter school and that is adverse to an employee or an education program. (70-3-138)

### **Section 42.21. Rights of Teachers Returning to Sponsoring School District.**

A. A sponsoring school district shall determine whether a teacher who is employed by or teaching at a charter school and who was previously employed as a teacher at the sponsoring public school district shall not lose any right of salary status or any other benefit provided by law due to teaching at a charter school upon returning to the sponsoring public school district to teach.

B. A teacher who is employed by or teaching at a charter school and who submits an employment application to the school district where the teacher was employed immediately before employment by or at a charter school shall be given employment preference by the school district if:

1. The teacher submits an employment application to the school district no later than three (3) years after ceasing employment with the school district; and

2. A suitable position is available at the school district. (70-3-139)

## **Section 42.22. Admission and Enrollment of Students.**

A. Except for a charter school sponsored by the State Board of Education, a charter school shall enroll those students whose legal residence is within the boundaries of the school district in which the charter school is located and who submit a timely application, or those students who transfer to the district in which the charter school is located in accordance with Section 8-103 of this title, unless the number of applications exceeds the capacity of a program, class, grade level, or building. If capacity is insufficient to enroll all eligible students, the charter school shall select students through a lottery selection process. Except for a charter school sponsored by the State Board of Education, a charter school shall give enrollment preference to eligible students who reside within the boundaries of the school district in which the charter school is located. Except for a charter school sponsored by the State Board of Education, a charter school created after the effective date of this act shall give enrollment preference to eligible students who reside within the boundaries of the school district in which the charter school is located and who attend a school site listed on the school improvement list as determined by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized. A charter school may limit admission to students within a given age group or grade level. A charter school sponsored by the State Board of Education shall limit admission to youth that are in the custody or supervision of the Office of Juvenile Affairs.

B. Except for a charter school sponsored by the State Board of Education, a charter school shall admit students who reside in the attendance area of a school or in a school district that is under a court order of desegregation or that is a party to an agreement with the United States Department of Education Office for Civil Rights directed towards mediating alleged or proven racial discrimination unless notice is received from the resident school district that admission of the student would violate the court order or agreement.

C. A charter school may designate a specific geographic area within the school district in which the charter school is located as an academic enterprise zone and may limit admissions to students who reside within that area. An academic enterprise zone shall be a geographic area in which sixty percent (60%) or more of the children who reside in the area qualify for the free or reduced school lunch program.

D. Except as provided in subsections B and C of this section, a charter school shall not limit admission based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measures of achievement, aptitude, or athletic ability. (70-3-140)

*Note:* Amended by HB 2753, Sec. 3 of the 2010 Reg. Sess. Effective November 1, 2010 & SB 1862, Sec. 3 of the 2010 Reg. Sess. Effective November 1, 2010..

## **Section 42.23. Transportation.**

A. Transportation shall be provided by the charter school in accordance with Sections 9-101 through 9-118 of Title 70 of the Oklahoma Statutes and only within the transportation boundaries of the school district in which the charter school is located.

B. A charter school shall provide the parent or guardian information regarding transportation at the time the student enrolls in the charter school. (70-3-141)

## **Section 42.24. Funding of Charter Schools Section. (2010 Version 1)**

A. For purposes of funding, a charter school sponsored by a board of education of a school district shall be considered a site within the school district in which the charter school is located. The student membership of the charter school shall be considered separate from the student membership of the district in which the charter school is located for the purpose of calculating weighted average daily membership pursuant to Section 18-201.1 of this title and state aid pursuant to Section 18-200.1 of this title. For charter schools sponsored by a board of education of a school district, the sum of the separate calculations for the charter school and the school district shall be used to determine the total State Aid allocation for the district in which the charter school is located. A charter school shall receive from the sponsoring school district, the State Aid allocation and any other state-appropriated revenue generated by its students for the applicable year, less up to five percent (5%) of the State Aid allocation, which may be retained by the school district as a fee for administrative services rendered. For charter schools sponsored by the board of education of a technology center school district, a higher education institution or the State Board of Education, the State Aid allocation for the charter school shall be distributed by the State Board of Education and not more than five percent (5%) of the State Aid allocation may be charged by the sponsor as a fee for administrative services rendered. The State Board of Education shall determine the policy and procedure for making payments to a charter school. The fee for administrative services as authorized in this subsection shall only be assessed on the State Aid allocation amount and shall not be assessed on any other appropriated amounts.

B. The weighted average daily membership for the first year of operation of a charter school shall be determined initially by multiplying the actual enrollment of students as of August 1 by 1.333. The charter school shall receive revenue equal to that which would be generated by the estimated weighted average daily membership calculated pursuant to this subsection. At midyear, the allocation for the charter school shall be adjusted using the first quarter weighted average daily membership for the charter school calculated pursuant to subsection A of this section.

C. A charter school shall be eligible to receive any other aid, grants or revenues allowed to other schools. A charter school sponsored by the board of education of a technology center school district, a higher education institution or the State Board of Education shall be considered a local education agency for purposes of funding. A charter school sponsored by a board of education of a school district shall be considered a local education agency for purposes of federal funding.

D. A charter school, in addition to the money received from the state, may receive money from any other source. Any unexpended nonstate funds, excluding local revenue, may be reserved and used for future purposes. (70-3-142)

Note: Amended by HB 2753, Sec. 4 of the 2010 Reg. Sess. Effective November 1, 2010 & SB 2212, Sec. 1 of the 2010 Reg. Sess.

Note: Multiple Amendments enacted in 2010; both versions printed above.

## **Section 42.24. Funding of Charter Schools Section. (2010 Version 2)**

A. For purposes of funding, a charter school sponsored by a board of education of a school district shall be considered a site within the school district in which the charter school is located. The student membership of the charter school shall be considered separate from the student membership of the district in which the charter school is located for the purpose of calculating weighted average daily membership pursuant to Section 18-201.1 of this title and State Aid pursuant to Section 18-200.1 of this title. For charter schools sponsored by a board of education of a school district, the sum of the separate calculations for the charter school and the school district shall be used to determine the total State Aid allocation for the district in which the charter school is located. A charter school shall receive from the sponsoring school district, the State Aid allocation and any other state-appropriated revenue generated by its students for the applicable year, less up to five percent (5%) of the State Aid allocation, which may be retained by the school district as a fee for administrative services rendered. For charter schools sponsored by the board of education of a technology center school district, a higher education institution, or a federally recognized Indian tribe, the State Aid allocation for the charter school shall be distributed by the State Board of Education and not more than five percent (5%) of the total State Aid allocation may be charged by the sponsor as a fee for administrative services rendered. The State Board of Education shall determine the policy and procedure for making payments to a charter school. The fee for administrative

services as authorized in this subsection shall only be assessed on the State Aid allocation amount and shall not be assessed on any other appropriated amounts.

B. The weighted average daily membership for the first year of operation of a charter school shall be determined initially by multiplying the actual enrollment of students as of August 1 by 1.333. The charter school shall receive revenue equal to that which would be generated by the estimated weighted average daily membership calculated pursuant to this subsection. At midyear, the allocation for the charter school shall be adjusted using the first quarter weighted average daily membership for the charter school calculated pursuant to subsection A of this section.

C. A charter school shall be eligible to receive any other aid, grants or revenues allowed to other schools. A charter school sponsored by the board of education of a technology center school district, a higher education institution, or a federally recognized Indian tribe shall be considered a local education agency for purposes of funding. A charter school sponsored by a board of education of a school district shall be considered a local education agency for purposes of federal funding.

D. A charter school, in addition to the money received from the state, may receive money from any other source. Any unexpended nonstate funds, excluding local revenue, may be reserved and used for future purposes. (70-3-142)

Note: Amended by SB 1862, Sec. 4 of the 2010 Reg. Sess. Effective November 1, 2010 & SB 2212, Sec. 1 of the 2010 Reg. Sess.

Note: Multiple Amendments enacted in 2010; both versions printed above.

### **Section 42.25. Annual Report.**

The State Board of Education shall issue an annual report to the Legislature and the Governor outlining the status of charter schools in the state. Each charter school shall annually file a report with the Office of Accountability. The report shall include such information as requested by the Office of Accountability, including but not limited to information on enrollment, testing, curriculum, finances and employees. (70-3-143)

### **Section 42.26. Academic Performance Index.**

A. The State Board of Education shall develop an Academic Performance Index (API) to be used to measure performance of schools, including the academic performance of students. The index shall consist of a variety of indicators including, but not limited to:

1. Attendance rates for students;
2. Dropout rates;
3. Results of the Oklahoma School Testing Program administered pursuant to Section 1210.508 of this title;
4. Advanced Placement participation;
5. Graduation rates for secondary school students;
6. Scores of the American College Test (ACT); and
7. College remediation rates.

B. The data collected for the API shall be disaggregated, when available, by socioeconomic status and ethnic group. Oklahoma School Testing Program results shall constitute no less than sixty percent (60%) of the value of the index.

C. Based on the API, the State Board of Education shall adopt expected annual percentage growth targets for the state level, school districts, and all school sites based on their API baseline score. The minimum percentage growth

## SEQUOYAH CHARTER SCHOOL (SCS) APPLICATION

### Applicant Name

Sequoyah Enterprises, Inc. (SEI)  
600 N. Walker, Ste 240  
Oklahoma City, OK &3102  
405-604-6826

Contact: Jim Harris  
Chief Operations Officer  
Cell: 918-521-1930

### Requested Sponsor

The Oklahoma State Board of Education is the requested sponsor for the Sequoyah Charter School (SCS).

The Oklahoma Charter Schools Act, 70 O.S. § 3-132 (8) provides for creation of charter schools, when sponsored “By the State Board of Education only when the applicant of the charter school is the Office of Juvenile Affairs or the applicant has a contract with the Office of Juvenile Affairs to provide a fixed rate level E, D, or D+ group home service and the charter school is for the purpose of providing education services to youth in the custody or supervision of the state.” The applicant is Sequoyah Enterprises, Inc. (SEI). SEI has a contract with the Office of Juvenile Affairs (OJA) to provide services to youth in the custody or supervision of the state of Oklahoma. Given that SEI only has a contract with the Office of Juvenile Affairs SCS is not bound to serve only students in the custody or supervision of OJA. SCS will not only serve the residence of SEI who are in the custody and supervision of the state of Oklahoma, but will allow any student that is a resident of Oklahoma and meets all eligibility requirements under law to enroll in SCS as well.

### Demonstrated Need for the Charter School

In Oklahoma, students who are in the custody or supervision of the State of Oklahoma and who are placed at a fixed rate level E, D, or D+ contract facility under the jurisdiction of the Oklahoma Office of Juvenile Affairs (OJA) receive educational instruction only by a requirement that the local school district provide core instructional services to students who are placed in the state’s custody or supervision located within the local district’s boundaries. The fact that the requirement is forced upon local district’s has led to a less than amiable relationship between OJA or its contractors, the school district with the mandate to provide instruction, and the students who are placed in the facilities—with the student’s education suffering.

Sequoyah Enterprises, Inc. (SEI) realizes that this type of atmosphere is not beneficial for its student population; therefore, SEI desires to provide the instructional services for these students

directly through the establishment of SCS and to be held to a higher standard, by providing a quality instructional program that serves the needs of all of the students who are placed under the supervision of the state in order to properly prepare these students for reintegration as successful members of society. The students do not receive differentiated learning opportunities tailored for their specific needs and often “tread water” waiting to age out of the system of be released back to their previous residence. The success of SCS will be measured in growth and credit acquisition and will be available even after the student exits the custody and supervision of the state of Oklahoma. Students who wish to continue the SCS educational program at their district of residence will be allowed to remain enrolled in SCS and complete their secondary education, with permission and support from their local district. Students that age out of the system will also be allowed to remain enrolled in SCS until they graduate or reach the maximum allowable age for enrollment in an Oklahoma public school. Every effort will be made to see that students either graduate or receive an equivalency certification so they can enter employment or post-secondary education.

While the focus of SCS is on students in the custody or supervision of the state of Oklahoma, it is a small step to realize how the instructional programs of SCS would benefit any Oklahoma learner. Many students experience their own form of “custody” whether as a result of geography or something more personal. It has always been the goal of the promoters of SCS that SCS would become the model for a state wide virtual school that would serve any Oklahoma learner regardless of circumstance or situation. SCS is based on solid pedagogical practice and sound instructional and delivery technologies. Whether delivering advanced placement classes to rural Oklahoma students, an art course to a home bound student, or core academic courses to students in the custody or supervision of the state of Oklahoma; SCS is a public school.

From the SEI description below it is easy to concede delivery of a high quality academic program will be challenging, given the diverse resident population and geographical detachment of the SEI locations. Given these challenges and the need for an exceptional teacher for the students, it has been determined that the most economical and feasible delivery method will be online virtual asynchronous and synchronous learning. Students will be instructed based on capability not geography. Instruction will be face to face via two way interactive audio and video software as well as asynchronous individual guided learning. Each site will have a trained learning coach to assist in technological, behavioral, instructional and logistical essentials.

### **Sequoyah Enterprises, Inc. (SEI) Description**

Incorporated September 7, 1995, Sequoyah Enterprises, Inc. prepared to begin operations doing business as the Leflore County Juvenile Detention Center. The original owners of the corporation were Phillip Rhoades and Mike Daffin. The company was awarded the original contract for operation of the Detention Center by the Leflore County Commissioners in 1996 and has maintained operations since that time.

Mr. Rhoades has extensive experience in the operations of human service and detention centers. He was CEO of People Incorporated, a Sequoyah County social service agency which employees

over 300 individuals. Mr. Rhoades is also the past Executive Director of the Oklahoma Association of Youth Services in Oklahoma City. This organization, partially funded by the Office of Juvenile Affairs, is an association of all forty-one (41) statutorily mandated Youth Services Agencies which cover every county in the State of Oklahoma. Mr. Rhoades' tenure with that agency ended with his resignation in 2005. In addition to fulfilling his duties with Sequoyah Enterprises, Mr. Daffin is a practicing Attorney in Sallisaw, Oklahoma. He is also a past President and current member of the Sallisaw Public School System's School Board. In November of 2001, Mr. Edwin Martin came to the corporation as a third partner and one-third owner. Mr. Martin has extensive experience in a variety of business operations including social services and nursing home ownership and administration.

Sequoyah Enterprises currently has almost 300 active employees. Annual gross revenues for the upcoming fiscal year are expected to be in excess of \$10,000,000.00.

The following is a list of Programs that Sequoyah Enterprises operates under contracts with the Oklahoma Office of Juvenile Affairs and Department of Human services for the provision of residential treatment services to youth exclusively in the custody of the State of Oklahoma:

**1. Leflore County Juvenile Detention Center**

Located in Talihina, Oklahoma, this ten (10) bed Juvenile Detention Center is funded through the Office of Juvenile Affairs. Partial funding occurs through a pass through contract with the office of Juvenile Affairs with Leflore County. The remaining funding occurs through "County Use" contract with individual counties who place youth in the facility. Youth placed have extensive histories of law violations, multiple failed placements, aggressive/assaultive behavior and AWOL's.

**2. Chickasha OJA Level "E" Program**

This program is a fourteen (14) Level "E" Beds for female juveniles is funded by the Office of Juvenile Affairs (OJA). These youth are in the custody of OJA for criminal offenses. Revenues come from a combination of State and Medicaid funds. Youth placed in this program have extensive histories of law violations, abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior and AWOL's.

This program is co-located in the same facility as the Chickasha (Residential Facilities) DHS Level "E" Program.

**3. Chickasha DHS Level "E" Program**

This program is a sixteen (16) bed Level "E" beds for female juveniles funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL's and often law violations.



This program is co-located in the same facility as the Chickasha (SEI) DHS Level “E” Program.

**4. Enid DHS Level “E” Program**

This sixteen (16) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays, aggressive/assaultive behavior, AWOL’s and often law violations.

**5. Lawton (SEI) DHS Level “E” Program**

This twelve (12) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL’s and often law violations.

This program is co-located in the same facility as the Lawton (Residential Facilities) DHS Level “E” Program.

**6. Lawton (Residential Facilities) DHS Level “E” Program**

This twelve (12) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL’s and often law violations.

This program is co-located in the same facility as the Lawton (SEI) DHS Level “E” Program.

**7. Bartlesville DHS/DDSD Level “D” Group Home**

This eight (8) bed program serves females who are in the custody of DHS ages thirteen through seventeen and are dually diagnosed with a mental illness and developmental disability. This program is funded by DDSD and Children and Family Services Divisions of the Department of Human Services.

**8. Grove DHS/DDSD Level “D” Group Home**

This eight (8) bed program serves males who are in the custody of DHS ages thirteen through seventeen and are dually diagnosed with a mental illness and developmental disability. This program is funded by DDSD and Children and Family Services Divisions of the Department of Human Services.

9. **Wayne OJA/DDSD Level “D” Group Home**

This program consists of three (3) four bed programs funded by the Office of Juvenile Affairs (OJA) and Developmental Disabilities Division of the Department of Human Services. The program serves males who are in the custody of OJA for criminal offenses ages 13 through 17 and are dually diagnosed with a mental illness and developmental disability, and have been adjudicated delinquent.

**Sequoyah Charter School Mission Statement:**

To provide children in the care and custody of the State of Oklahoma, who reside in out of home placements, with a system of unique and novel learning opportunities that meet the individual challenges the children present. To provide a personalized and differentiated learning environment that: 1) addresses each student’s academic, social and employment challenges, 2) supports the emotional needs of each youth, and 3) promotes each individual's return and reintegration into the community.

SCS will not discriminate against any student desiring to enroll in SCS and will allow any student that is a legal resident of the state of Oklahoma and follows the Oklahoma State Department of Education’s established guidelines for open or emergency transfer and enrollment in online virtual education.

1. **Organizational Structure and Governing Body**

**Description of Administration Services:**

An Oklahoma certified administrator will oversee the day-to-day operations, ensure the curriculum is developmentally and academically appropriate for the students, assign staff and other personnel, monitor the budget, submit all state and federal reports as required and will be responsible for data input in the Student Information System as directed by the State Department of Education.

Dr. Mike Woods will serve as interim superintendent during the initial phase of SCS start up. Dr. Woods holds a Ph.D. from the University of Oklahoma in Education, Administration, Curriculum and Supervision with an emphasis in instructional technology. Dr. Woods’ dissertation, “*Investigating the Representation of Students With Disabilities in Distance Education*” was published in the Online Journal of Distance Education Administration. Dr. Woods has been in education for more than twenty (20) years with the last eleven (11) as a superintendent. Dr. Woods has been an advocate for quality, responsible online learning and has hosted an online school in partnership with AAI.

Leah Miller will serve as financial officer and treasurer for SCS. Ms. Miller has served as the financial officer and treasurer for Drummond Public School for six (6) years and is well versed in ADPC Finance software. Ms. Miller is responsible for generating and reporting OCAS data to

the Oklahoma State Department of Education, filing federal reports for title and IDEA programs, payroll, unemployment, workers comp, and all other aspects of the duties of a financial officer.

Lisa Norris will serve as attendance officer and registrar for SCS. Ms. Norris has served as attendance officer and registrar for Drummond Public School for three (3) years. Ms. Norris is experienced with Wengage Student reporting software. Ms. Norris also manages the School Reach calling system for broadcasting informational calls to Drummond Public School students, staff and stakeholders.

Amy Yelle will serve as school and guidance counselor as well as test coordinator for SCS. Ms. Yelle has served as the Drummond counselor for seven (7) years. Ms. Yelle will be in charge of enrollment, credit monitoring, testing and graduation requirements.

Leta Walton will serve as the Child Nutrition manager. Ms. Walton recently retired from Drummond Public Schools after twenty-five (25) years as cafeteria manager and cook. Ms. Walton's advice and expertise was often sought as neighboring school district attempted to emulate Ms. Walton's prowess in the kitchen with a spatula and a budget. Ms. Walton did not require additional general revenue funds to operate the child nutrition service at Drummond, a rare feat.

Initial services will be provided through a contract with Drummond Public School and the aforementioned staff members are all currently employed by DPS. The agreement with DPS and SCS will be examined and renewed annually with the approval of both boards of education.

#### **Description of Staff Credentials:**

All staff members will hold appropriate certification for their administrative and classroom assignments. SCS personnel will undergo background checks as required by Oklahoma state law. All staff members shall be highly qualified as defined in the No Child Left Behind Act of 2001.

Core subject areas of math, language arts, social science, and science will each have an instructor responsible for the development of curriculum aligned with the Partnership for Assessment of Readiness for College and Careers (PARCC) Common Core State Standards (CCSS). Priority will be given to instructors that have a history of working with students in the custody and supervision of the state of Oklahoma.

Learning coaches will receive specialized training for working with SEI residents and will be highly qualified as specified by No Child Left Behind and federal Title programs.

(See Appendix 1: Organizational Chart.)

## Administration

### SCS Board of Education

Superintendent/Executive Director: The SCS board will solicit applicants, review applications and interview and hire a superintendent of schools to perform all duties and responsibilities of the office of superintendent.

Technology Director/Principal: The SCS superintendent will solicit applicants, review applications and interview and recommend to the SCS board candidates for the position of Technology Director/Principal to perform all duties and responsibilities of the position of Technology Director/Principal.

## Governing Body/Board of Education

The governing body will be a school board consisting of five (5) members who shall be appointed by SEI. SCS board members will not be allowed to sit on the board of directors for SEI or be a member of the ownership group.

Local school boards are comprised of community members, parents and stakeholders that are elected to represent values and mores of the population at large and to look out for the best interest of the children that attend the school and live in the district. The same interests a local school board would have in their school should remain intact for the board of SCS; the board should have the intellectual, emotional, social, and physical best interest of the residents of SEI as the motivator for their decisions. The diversity of the SEI students and the diversity of physical location provide an interesting challenge when determining how to best represent the SEI community. Students are physically located in one community but none are originally from the community they now reside. Most school attendance, charter, public or private, is generated from a reasonable close proximity and the attendees typically share some common bonds either purposeful or accidental. The residents of SEI facilities are thrown together on a space available basis rather than common beliefs, abilities or values. Given these challenges the SCS board will be appointed by SEI in the following manner.

Two members will be appointed from the SEI staff members that directly interact with the students on a daily basis. These members will have the best perspective on how the students are being affected by SCS. These members will observe student's reactions to the instruction, assignments, technology, and schedule providing the best insight to the board as the board develops policies and procedures for the school. Additionally, these members will assist in shaping the curriculum and pedagogy employed at SCS.

One member will be appointed from lists of potential board members provided by OJA and DHS. This appointment will provide guidance for the board in matters of contractual observance and new laws and regulations imposed by legislative action.

One member will be appointed from a list of potential board members provided by the Oklahoma State Board of Education. This member will provide insight as to board matters related to public education and legislative action that will impact SCS.

One member will be appointed at large from comprehensive or higher education. This member will serve as a liaison between SCS and comprehensive and higher education. One of the goals of SCS is to work with higher education to build a bridge for SCS students to higher education as well as offer for credit courses from colleges and universities for education majors that work with SCS students.

The members will serve five year terms with seat 1 beginning in 2013 and running until 2018, seat 2 beginning 2013 and running until 2017, seat 3 beginning 2013 and running until 2016, seat four beginning 2013 and running until 2015, and seat 5 beginning 2013 and running until 2014. Board meetings will vary across the state and convene at SEI locations as space, safety and security will allow. The SCS board will observe all laws and regulations pertaining to a public school board and the guidelines for open meetings.

## 2. Financial Plan

Sequoyah Charter School will receive funds on behalf of the school. The School Treasurer, will be responsible for setting up the following processes:

- a. Designating staff including a payroll clerk, an encumbrance clerk and treasurer who will receive training and enter financial data in an SDE approved system for entering revenue, expenditures, and processing payroll in the Oklahoma Cost Accounting System.
- b. The recording of grant/contract costs according to categories of the approved budget.
- c. Identifying the receipt and expenditure of funds separately for each funding source.
- d. Ensuring an annual financial audit is conducted.
- e. Overseeing the preparation of an annual budget for the school.
- f. Presenting to the board the proposed budget.
- g. Managing all financial reporting requirements as established by the Oklahoma State Department of Education and the United States Department of Education.

The Superintendent/Executive Director shall approve the budget and present its contents to the board for approval.

(See Appendix 2: Financial Plan/Budget.)

### Projected Revenue and Income

The budget was calculated with anticipated revenues from State and Federal sources. The State Finance office calculates on Raw ADM and Weighted ADM for each school. State funds include a base rate of \$3,041.40 per student, additional funding is weighted for Child Nutrition, Gifted and Talented, Special Education/Individuals with Disabilities Act, applicable Title programs and other sources of student weights.

(See Appendix 2: Financial Plan/Budget)

### Students Served

SCS is unique in that the primary student body targeted by SCS is not seeking enrollment in SCS of their own free will. Most of SCS students are in the care and supervision of the State of Oklahoma and will not have an option whether to attend SCS or not. SCS will primarily serve students who are in the custody and supervision of the State of Oklahoma and reside in contract residential facilities. While the primary focus are students in the care and supervision of the state of Oklahoma, any student that is a legal resident of the state of Oklahoma and eligible to attend a public school in the state of Oklahoma may be allowed to enroll in SCS and participate in online courses. Students who are not in the care and supervision of the state of Oklahoma and residing in a residential facility must provide their own technology and connectivity. Students in the care and custody of SEI are required to be educated by the local school district where the SEI facility is located. 108 students reside in these SEI programs.

### 3. Hiring Policy

The school will utilize its Employment Policy and Procedures to recruit and hire all teachers, support staff and other school personnel.

It is the policy of Sequoyah Charter School to assure complete communications, necessary records, and the employment of competent personnel as replacements or new employees, to provide proper controls on human resources and to ensure compliance with applicable state and federal laws. SCS is an equal opportunity employer.

(See Appendix 3: Employment Policy.)

### 4. Applicants and Requested Sponsor

The applicant is Sequoyah Enterprises, Inc., an Oklahoma corporation. The requested sponsor is the Oklahoma State school Board of Education as per the Oklahoma Charter Schools Act, 70 O.S. § 3-132.

### 5. Description and Location of Facilities

#### **1. Leflore County Juvenile Detention Center**

- a. Located in Talihina, Oklahoma, this ten (10) bed Juvenile Detention Center is funded through the Office of Juvenile Affairs. Partial funding occurs through a pass through contract with the office of Juvenile Affairs with Leflore County. The remaining funding occurs through "County Use" contract with individual counties who place youth in the facility. Youth placed have extensive histories of law violations, multiple failed placements, aggressive/assaultive behavior and AWOL's.

#### **2. Chickasha OJA Level "E" Program**

- b. This program is a fourteen (14) Level "E" Beds for female juveniles is funded by the Office of Juvenile Affairs (OJA). These youth are in the custody of OJA for criminal

- offenses. Revenues come from a combination of State and Medicaid funds. Youth placed in this program have extensive histories of law violations, abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior and AWOL's.
- c. This program is co-located in the same facility as the Chickasha (Residential Facilities) DHS Level "E" Program.
3. **Chickasha DHS Level "E" Program**
    - d. This program is a sixteen (16) bed Level "E" beds for female juveniles funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL's and often law violations.
    - e. This program is co-located in the same facility as the Chickasha (SEI) DHS Level "E" Program.
  4. **Enid DHS Level "E" Program**
    - f. This sixteen (16) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays, aggressive/assaultive behavior, AWOL's and often law violations.
  5. **Lawton (SEI) DHS Level "E" Program**
    - g. This twelve (12) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL's and often law violations.
    - h. This program is co-located in the same facility as the Lawton (Residential Facilities) DHS Level "E" Program.
  6. **Lawton (Residential Facilities) DHS Level "E" Program**
    - i. This twelve (12) bed program for male juveniles is funded by the Child Welfare Division of the Department of Human Services. Revenues come from a combination of State and Medicaid funds. Youth placed have extensive histories of abuse and neglect, multiple failed placements, frequent in-patient psychiatric stays for stabilization, aggressive and assaultive behavior, AWOL's and often law violations.
    - j. This program is co-located in the same facility as the Lawton (SEI) DHS Level "E" Program.
  7. **Bartlesville DHS/DDSD Level "D" Group Home**
    - k. This eight (8) bed program serves females who are in the custody of DHS ages thirteen through seventeen and are dually diagnosed with a mental illness and developmental disability. This program is funded by DDSD and Children and Family Services Divisions of the Department of Human Services.
  8. **Grove DHS/DDSD Level "D" Group Home**
    - l. This eight (8) bed program serves males who are in the custody of DHS ages thirteen through seventeen and are dually diagnosed with a mental illness and developmental disability. This program is funded by DDSD and Children and Family Services Divisions of the Department of Human Services.

9. **Wayne OJA/DDSD Level “D” Group Home**

- m. This program consists of three (3) four bed programs funded by the Office of Juvenile Affairs (OJA) and Developmental Disabilities Division of the Department of Human Services. The program serves males who are in the custody of OJA for criminal offenses ages 13 through 17 and are dually diagnosed with a mental illness and developmental disability, and have been adjudicated delinquent.

Each location has an established classroom or classrooms being utilized by the local school districts to conduct instruction. The classrooms meet all the requirements of ADA and local, state and federal building codes. Each classroom will have from two to four student computers, staff computer, classroom projector, interactive whiteboard, document camera, printer/copier/fax, and e-books library. Each site will have wireless access for campus wide connectivity and a firewall for internet security.

6. **Description of Grade Span**

The majority of the students served by SCS will be classified as high school students occupying grades 9-12. Occasionally students in middle school grades 6-8 will be in the SEI residence facilities. SCS will request two site codes one as SCS Middle School and one as SCS high School. All the SCS teacher certificates will allow them to be highly qualified and teach middle and high school students.

**Description of Curriculum**

The staff will utilize a variety of grade appropriate curriculum both online and traditional curriculum that is aligned with Common Core Standards. The theoretical framework of instruction is the Oklahoma A+ Schools (OKA+) format. OKA+ focuses on education that expands the imagination and stimulates creative living, so that: Individuals are increasingly self-aware, self-motivated, and able to be successful along the continuum of lifelong learning. A blend of asynchronous and synchronous learning activities will be delivered in a “flipped” manner in small segments to make the most of each student’s time on task.

Beginning with students entering the ninth grade in the 2006-07 school year, in order to graduate from a public high school accredited by the State Board of Education with a standard diploma, students shall complete the following college preparatory/work ready curriculum units or sets of competencies at the secondary level. SCS students will receive instruction in the following subject areas at the appropriate cognitive level and in accordance with the students Individualized Education Program (IEP).

- 4 Units English in Grammar, Composition, and Literature;
- 3 Units Mathematics in Algebra I, Algebra II, and Geometry;
- 3 Units Laboratory Science in Physical Science, Biology, and Chemistry;
- 3 Units History and Citizenship Skills in American History, one-half unit of Oklahoma History, one-half unit of United States Government and one unit from the subjects of History,



Government, Geography, Economics, Civics, or non-Western culture and approved for college admission requirements;

2 Units Computer Technology approved for college admission requirements, whether taught at a high school or a technology center school, including computer programming, hardware, and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing courses and may be integrated into the core subject instruction;

1 Additional Unit selected from the courses listed above or career and technology education courses approved for college admission requirements; and

1 Unit or Set of Competencies of Fine Arts such as music, art, or multimedia production meeting the core competencies for fine arts.

Oklahoma A+ Schools is the state's only research-based whole school network with a mission of nurturing creativity in every learner. Located on the campus of the University of Central Oklahoma, OKA+ provides schools with ongoing professional development, an intricate network of support, and an active research component conducted by university professors. Spanning the state and growing every year, this network of 70 schools represents every kind of school from early childhood through high school, in urban, suburban and rural Oklahoma.

The initiative was conceived in North Carolina where it began as a research model sponsored by the Kenan Institute for the Arts. In 1998, the Kirkpatrick Foundation provided support through the DaVinci Institute to identify the country's most successful education reform models. When a joint research team from the University of Oklahoma and Oklahoma State University identified the North Carolina A+ Schools' Program as one with great potential for replication in Oklahoma, the initiative was born. Oklahoma A+ is also a member of the National Consortium of A+ Schools.

Schools commit to a set of eight A+ Essentials™ which they learn about during the initial Summer Institute and through the ongoing professional development provided by a highly qualified, innovative group of teachers, teaching artists and practicing artists known as A+ Fellows. The OKA+ Fellows, under the direction of the OKA+ Staff, help build the capacity of each school to collaboratively set and reach the goal of creating the schools they want for the children they love. A+ Schools build community-wide ownership of a school's collaboratively developed goals and objectives.

Leading the way, preparing Oklahoma youth with skills for the 21<sup>st</sup> century workplace, this system develops schools that encourage creativity, innovation, and critical thinking. The research results are clear. Systematic and creative use of the A+ Essentials leads to higher achievement, joyful, engaged students, teachers, and community, and more creative, focused instruction.

This public/private partner model is increasingly sought as collaborator in state, national and international initiatives, helping communities create the schools we need to prepare the children we love for continued leadership in the 21<sup>st</sup> century. The instructors, staff and administration of SCS will work collaboratively to adapt the A+ Essentials and the OKA+ framework to a virtual model. The OKA+ methodology and A+ Essentials will be wrapped in a MOODLE container with instructor/student interaction taking place via GoTo Meeting, Cisco's WEBEX or possibly Elluminate.

Content will come from teacher made materials, internet sources such as Kahn Academy, Discovery Learning, Safari Montage, E20/20, Brain Pop, and/or A+ Anytime Learning. In a “flipped” classroom student/teacher time is spent working on assignments, problem solving, relationship building and project overview. In a “flipped” classroom students access teacher assigned content asynchronously to prepare for synchronous student/teacher interaction to complete daily work and assessments. A+ Anytime Learning, E20/20 and Renaissance Learning Enterprise products will be used in conjunction with teacher made assessments to measure student growth and grant credits. Students will participate in the EOI’s and ACT where appropriate.

The A+ Essentials are:



### Arts

In A+ Schools the arts are:

- \* taught daily
- \*Inclusive of drama, dance, music, visual art and writing
- \*integrated
- \*valued as essential to learning
- \*included in planning
- \*practiced
- \*a part of personal experience



### Curriculum

In A+ Schools curriculum is addressed through the use of:

- \*mapping that reflects alignment
- \*thematic webbing
- \*development of essential questions
- \*creation and use of interdisciplinary thematic units
- \*cross-curricular integration



### Experiential Learning

In A+ Schools experiential learning:

- \*is grounded in arts-based instruction
- \*is a creative process
- \*acknowledges entry points
- \*includes differentiated instruction
- \*provides multi-faceted assessment opportunities



### Multiple Intelligences

In A+ Schools multiple learning pathways are:

- \*used within planning & assessment
- \*understood by students and parents
- \*studied, and new research is explored by teachers
- \*creating balanced learning opportunities



### Enriched Assessment

In A+ Schools enriched assessment:

- \*is on-going
- \*is designed for learning
- \*is used as documentation
- \*is a reflective practice
- \*helps meet school system requirements
- \*is used to self-assess by teachers and students



### Collaboration

In A+ Schools collaboration:

- \*is intentional
- \*occurs within & outside of school
- \*occurs during planning time: classroom teachers with arts teachers
- \*occurs with teachers, students, families, the community, & local businesses
- \*includes broad-based leadership



### Infrastructure

In A+ Schools infrastructure supports the philosophy by:

- \*addressing logistics, such as schedules that support planning time
- \*providing appropriate space for the arts
- \*continually developing faculty commitment
- \*creating a shared vision
- \*providing related professional development
- \*continual team building



### Climate

In A+ Schools climate improves because:

- \*teachers can manage the arts in their classrooms
- \*stress is reduced
- \*teachers are treated as professionals
- \*morale improves
- \*excitement about the program grows
- \*A+ whole school reform is invigorating

While the educational services provided to our students consume a large portion of their daily routine, each youth is involved in a wide variety of other activities as a part of their planned treatment within the therapeutic milieu of each program. Each of our programs provides 24 hour awake supervision to all clients by staff assigned to one of three shifts.

Every child residing in our Level “E” Programs (Enid, Chickasha OJA and Chickasha DHS and our two programs in Lawton) receive, at minimum, one (1) hour of individual counseling and two (2) hours of group counseling each week. These services are provided by one or more licensed mental health professionals who are employees of our agency. Additionally, each youth in these programs receive a variety of “rehabilitation” treatment services directed at improving their knowledge and skill in areas such as: independent living skills; basic living skills; drug/alcohol education and treatment, and; other skills and activities necessary for successful adult living.

Youth in our Bartlesville, Grove and Wayne programs have each have a “dual diagnosis” of Mental Illness and a Developmental Disability. In these programs, youth receive traditional “insight oriented” or “processing” type of therapy only on an “as needed’ basis. The majority of their treatment services are provided “HTS” (Habilitation Training Specialist) staff who are highly trained in dealing with youth with developmental disabilities and behavior problems. The focus of these services is to improve the daily functioning of each individual and to assist them in gaining skills and abilities which diminish the challenges provided by their disability.

In addition to the treatment services described above, each youth is also provided the opportunity to participate in a wide and varied schedule of recreational activities, typically under the direction of a “recreation specialist” employed by each facility. These activities occur “on-site” each program, but also make extensive use of recreational opportunities within the community where each program is located. Every effort will be made to connect SCS to the community the site reside in. Community volunteers will be sought to mentor SCS students as well as serve as surrogate parents.

SCS will work with higher education institutions with secondary education programs to grant 3 hours of college credit for tutoring and mentoring SCS students. University students must pass the required background screening and will work with SCS students in the area of the university students major.

A typical day will intertwine academic instruction with counseling, independent living skills, and health and recreation activities. A sample student schedule would look something like this:

7:00-8:00am	Breakfast and personal hygiene
8:00-8:30am	Counseling
8:30-9:15am	Math and Science direct instruction (two common core credits)
9:15-10:00am	Independent living skills (one elective)
10:00am -11:00am	Health and Physical Education (one PE credit)
11:00-12:00noon	Lunch
12:00-1:00pm	Drug/Alcohol counseling (one elective)
1:00-1:45pm credits)	Language Arts and Social Science direct instruction (two common core
1:45-2:30pm	Financial literacy / service learning (one elective)
2:30-3:30pm	Recreation
3:30-3:45pm	Accelerated Reading guided reading, homework
3:45-5:00pm	Employment skills, homework
5:00-6:00pm	Supper
6:00-7:00pm	Tutoring, homework and guided reading
7:00-8:00pm	Music/Art/Video, homework

Proposed 2013-2014 Academic Year Calendar

<i>2013-2014 Sequoyah Charter School Academic Calendar</i>			
<i>First Trimester</i>			
Sept	20 days	9/2 Labor Day	
Oct	20 days	10/4 Columbus Day	10/1-10/2 OTA
Nov	15 days	11/11 Veterans Day	11/25-11/29 Thanksgiving
Dec	15 days	12/23-12/31 Christmas	
<i>70 Instruction Days 2 Professional Development</i>			
<i>Second Trimester</i>			
Jan	19 days	1/1-1/6 New Year Day	1/20 Martin Luther King Day
Feb	19 days	2/17 Presidents Day	
Mar	16 days	3/16-3/21 Spring Break	
Apr	20 days	4/18-4/21 Easter	
<i>70 Instruction Days 4 Professional Development Days</i>			
<i>Third Trimester</i>			
May	21 days	5/26 Memorial Day	
June	17 days	Fridays Out	
July	18 days	7/3-7/4 Fourth of July	Fridays Out
Aug	16 days	Fridays Out	
<i>70 Instruction Days 2 Professional Development</i>			

## 7. Effectiveness Criteria and Accountability

### Interest and aptitude inventories and/or assessment

Kuder Career Planning System is a provider of Internet-based tools and resources that help students and adults achieve their educational and career planning goals.

The Oklahoma Career Information System (OKCIS) is an Internet-based delivery system for accurate, comprehensive, current, and relevant occupational, post-secondary school and financial aid information. OKCIS contains the latest national, Oklahoma and local labor market data and projections. OKCIS also includes information on; job interview preparation, resume and cover letter creation, how to keep a job, self-employment, and military occupations. OKCIS is designed to support lifelong career exploration, and career planning and decision-making through easy to use, straightforward search and sorting utilities, and an online portfolio for saving information from all system components

Strong Interest Inventory (SII) helps high school and college students—as well as people in transition make fulfilling career choices. It guides career counselors and educators through a process of comparing their students' results with those of people like them who have already found satisfying careers. It also generates a list of the top 10 occupations students are most likely to find rewarding.

### Intelligence tests

Wechsler Intelligent Scale of Children is an effective clinical tool aiding in the understanding of learning disabilities and attention disorders.

The Stanford-Binet Intelligence Scale is a contemporary assessment widely known and is acknowledged as the standard for intelligence measurement. The SB5 advances the assessment of strengths and weaknesses in the cognitive processes of students who may be evaluated for learning disabilities.

Woodcock-Johnson Tests of Cognitive Abilities provides a comprehensive framework available for understanding the structure of human cognitive abilities.

### Normed tests

Iowa Test of Basic Skills offer educators a diagnostic look at how their students are progressing in key academic areas, and offers diagnostic data that can be used to create intervention groups and to drive curricular decisions.

Stanford Achievement Test is a multiple-choice assessment will help educators find out what students know and are able to do. This instrument provides the valid and reliable tool needed for objective measurement of achievement.

### Criterion referenced

Oklahoma School Testing Program: In an attempt to meet the needs of the students of the state of Oklahoma, the OSTP encompasses three different assessment types.

Students will participate in the End Of Instruction (EOI) and Criterion Referenced Test (CRT) as required by the Achieving Classroom Excellence Act. The Achieving Classroom Excellence Act (ACE) is a statewide effort to raise expectations for student achievement in Oklahoma public schools. It provides a framework for all Oklahoma school systems to implement standards, curriculum, and assessments with the rigor and relevance necessary for Oklahoma students to be prepared for college and the world of work. *“Beginning with students who enter the ninth grade in the 2008-2009 school year, every student shall demonstrate mastery of the state academic content standards in the following subject areas in order to graduate from a public high school with a standard diploma.” (70 O.S. § 1210.523)*

Except as explained in the sections that follow, to demonstrate mastery in the subject areas listed below, all students must score Proficient or Advanced on the associated End-of-Instruction (EOI) exams.

ACE Algebra I;  
ACE English II; and  
Two of the following five:

ACE Algebra II,  
ACE Biology I,  
ACE English III,  
ACE Geometry, or  
ACE United States History

School districts must offer remediation opportunities for students who do not score Proficient\* or Advanced on one or more of the required EOI exams. Students may retake required EOI exams up to three times per calendar year if necessary.

If a parent/guardian refuses remediation opportunities or retake opportunities, this must be documented with parent/guardian signature and should be noted on the student’s ACE Cumulative Record.

The first is the Oklahoma Core Curriculum Test (OCCT), which is intended for the majority of the students. This assessment is given to regular education students, students who are on an Individualized Education Program (IEP) or a 504 Plan, and English Language Learners (ELL). It may be given either with or without approved accommodations.

The second is the Oklahoma Modified Alternate Assessment Program (OMAAP), which is also referred to as the Modified test. This assessment is only given to students who are on an IEP and who meet the specified criteria on the Updated Criteria Checklist, which is available on the state Web site. This assessment may be given either with or without approved accommodations.



The third is the Oklahoma Alternate Assessment Program (OAAP), which is also referred to as the portfolio assessment. This assessment is intended for students with the most severe cognitive disabilities. It may be given only to students who are on an IEP and who meet the specified criteria on the Updated Criteria Checklist, which is available on the state Web site. The Special Education Department oversees the implementation of this assessment.

The ACT test is a curriculum- and standards-based educational and career planning tool that assesses students' academic readiness for college. The PLAN program helps 10th graders build a solid foundation for future academic and career success and provides information needed to address school districts' high-priority issues. It is a comprehensive guidance resource that helps students measure their current academic development, explore career/training options, and make plans for the remaining years of high school and post-graduation years. PLAN can help all students—those who are college-bound as well as those who are likely to enter the workforce directly after high school. EXPLORE<sup>®</sup> program is designed to help eighth and ninth graders explore a broad range of options for their future. It prepares students not only for their high school coursework but for their post-high school choices as well.

Anecdotal evidence from SCS and SEI staff related to students overall behavior and attitudes will be gathered as a further measure of the projects success. Along with results from formal and informal academic measures, student data will be gathered on graduation and GED rates, college enrollment and attendance, and overall behavior incidents.

### Expected academic outcomes

- Students will show growth in each content area as demonstrated by assessment and computer based content packages.
- Students will successfully complete online courses and teacher made materials to acquire credits towards graduation requirements.
- Students will increase scores on standardized norm referenced tests and state mandated criterion referenced tests.
- Graduation and GED completion rates will increase while dropout and failure rates decrease.
- Students will work on assignments and materials at the appropriate grade level.

### **Personal responsibility**

- There will be fewer behavior and discipline issues as evidenced by increased positive scores on SEI's daily school performance scoring system covering classroom performance and behavior.
- There will be an increase in participation in job shadowing/mentorship programs.
- Anecdotal data from the staff will document positive interaction between SEI and SCS staff and students as well as overall behavior and attitude improvement campus wide.
- Students will receive a greater number of rewards for positive behavior and appropriate actions and conflict resolution.
- Increase self-esteem as evidenced by increased scores on individual self-esteem assessments.

### **Institutional outcomes**

- Achieve successful integration of the SCS educational component into the Therapeutic milieu of the Sequoyah Enterprises treatment program.
- Collaborative efforts to between SCS instructional staff and existing SEI Treatment Team staff to connect classroom experiences to the student's daily life.
- SCS students integrate seamlessly into traditional public education or the general community when the time arrives.

### **Staff Evaluations**

The SCS Superintendent will be evaluated by the SCS Board of Education. The SCS Board of Education will review and evaluate the Superintendent evaluation instrument.

The SCS Principal/Technology Coordinator will be evaluated by the superintendent using the McRel Balanced Leadership Framework. The principal will participate in all required McRel Balanced Leadership Framework training and support systems. SCS will maintain documentation indicating the superintendent has acquired the required credentialing.

Certified staff will be evaluated with the Tulsa Model Teacher and Leader Effectiveness (TLE) Observation and Evaluation System. The SCS principal and superintendent will participate in all Tulsa Model Teacher and Leader Effectiveness (TLE) Observation and Evaluation System training sessions required to acquire certification to administer the TLE. SCS will maintain documentation indicating the superintendent and principal have acquired the required credentialing

## **8. Charter School Support**

To gauge support for the creation of Sequoyah Charter School, petitions were available within each community. Petitions expressing support for the development of Sequoyah Charter School are included in the appendix.

(See Appendix 5: Petitions)

## 9. Charter School Training

(See Appendix 6: Charter School Training Certificates.)

### Assurances

The Oklahoma Charter Schools Act, 70 O.S. Sections 3-130-144, requires the State Department of Education to prepare a list of relevant state and Federal rules and statutes that a charter school must comply with relating to health, safety, civil rights and insurance. SEI assures the Sequoyah Charter School Public Charter School and the Oklahoma State Department of Education that it will comply with each of the following Relevant Rules and Statutes or any subsequent updates in regard to Health Laws, Health Rules, Safety Laws, Safety Rules, Civil Rights Laws, and Insurance Laws.

The charter school will follow the state's minimum graduation requirements.

### **College Preparatory/Work Ready Curriculum for High School Graduation** *(Title 70 O.S. § 11-103.6)*

Beginning with students entering the ninth grade in the 2006-07 school year, in order to graduate from a public high school accredited by the State Board of Education with a standard diploma, students shall complete the following college preparatory/work ready curriculum units or sets of competencies at the secondary level. In lieu of the requirements of the college preparatory/work ready curriculum for high school graduation, a student may enroll in the core curriculum for high school graduation, upon written approval of the parent or legal guardian of the student.

#### 4 Units English

to include Grammar, Composition, Literature, or any English course approved for college admission requirements;

#### 3 Units Mathematics

limited to Algebra I, Algebra II, Geometry, Trigonometry, Math Analysis, Calculus, Advanced Placement Statistics, or any mathematics course with content and/or rigor above Algebra I and approved for college admission requirements;

#### 3 Units Laboratory Science

limited to Biology, Chemistry, Physics, or any laboratory science course with content and/or rigor equal to or above Biology and approved for college admission requirements;

**3 Units History and Citizenship Skills**

including one unit of American History, one-half unit of Oklahoma History, one-half unit of United States Government and one unit from the subjects of History, Government, Geography, Economics, Civics, or non-Western culture and approved for college admission requirements;

2 Units of the same Foreign or non-English language, or 2 Units Computer Technology approved for college admission requirements, whether taught at a high school or a technology center school, including computer programming, hardware, and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing courses;

**1 Additional Unit**

selected from the courses listed above or career and technology education courses approved for college admission requirements; and

1 Unit or Set of Competencies of Fine Arts such as music, art, or drama, or 1 Unit or Set of Competencies of Speech

The local school board's graduation requirements may exceed the state graduation requirements of 23 units.

For more information: Counseling, SDE, (405) 521-3549 and/or Accreditation, SDE, (405) 521-3333.

To meet the graduation requirements, local school district options may include courses taken by concurrent enrollment, Advanced Placement or correspondence, or courses bearing different titles.

School districts shall strongly encourage students to complete two units or sets of competencies of foreign languages as part of the core curriculum for high school graduation.

**Core Curriculum for High School Graduation**

*(Title 70 O.S. § 11-103.6 and State Board of Education Regulations)*

Students who entered the ninth grade prior to the 2006-07 school year shall enroll in the core curriculum for high school graduation.

**4 Units or Sets of Competencies Language Arts**

1 Grammar and Composition, and

3 which may include, but are not limited to the following courses: American Literature, English Literature, World Literature, Advanced English courses, or other English courses with content and/or rigor equal to or above grammar and composition.

**3 Units or Sets of Competencies Mathematics**

1 Algebra I or Algebra I taught in a contextual methodology, and

2 which may include, but are not limited to the following courses: Algebra II, Geometry or Geometry taught in a contextual methodology, Trigonometry, Math Analysis or Precalculus,

Calculus, Statistics and/or Probability, Computer Science I, Computer Science II, Mathematics of Finance\*, Intermediate Algebra\*; contextual mathematics courses which enhance technology preparation whether taught at a (1) comprehensive high school, or (2) technology center school when taken in the eleventh or twelfth grade, taught by a certified teacher, and approved by the State Board of Education and the independent district board of education; mathematics courses taught at a technology center school by a teacher certified in the secondary subject area when taken in the eleventh or twelfth grade upon approval of the State Board of Education and the independent district board of education; or other mathematics courses with content and/or rigor equal to or above Algebra I.

### 3 Units or Sets of Competencies Science

1 Biology I or Biology I taught in a contextual methodology, and  
2 in the areas of life, physical, or earth science or technology which may include, but are not limited to the following courses: Chemistry I, Physics, Biology II, Chemistry II, Physical Science, Earth Science, Botany, Zoology, Physiology, Astronomy, Applied Biology/Chemistry, Applied Physics, Principles of Technology, qualified agricultural education courses (including but not limited to Horticulture, Plant and Soil Science, Natural Resources and Environmental Science, and Animal Science); contextual science courses which enhance technology preparation whether taught at a (1) comprehensive high school, or (2) technology center school when taken in the eleventh or twelfth grade, taught by a certified teacher, and approved by the State Board of Education and the independent district board of education; science courses taught at a technology center school by a teacher certified in the secondary subject area when taken in the eleventh or twelfth grade upon approval of the State Board of Education and the independent district board of education; or other science courses with content and/or rigor equal to or above Biology I.

### 3 Units or Sets of Competencies Social Studies

1 United States History,  
1/2 to 1 United States Government,  
1/2 Oklahoma History, and  
1/2 to 1 which may include, but are not limited to the following courses: World History, Geography, Economics, Anthropology, or other social studies courses with content and/or rigor equal to or above United States History, United States Government, and Oklahoma History.

2 Units or Sets of Competencies The Arts which may include, but are not limited to courses in Visual Arts and General Music.

8 Electives

23 Total Credits (Units or Sets of Competencies)

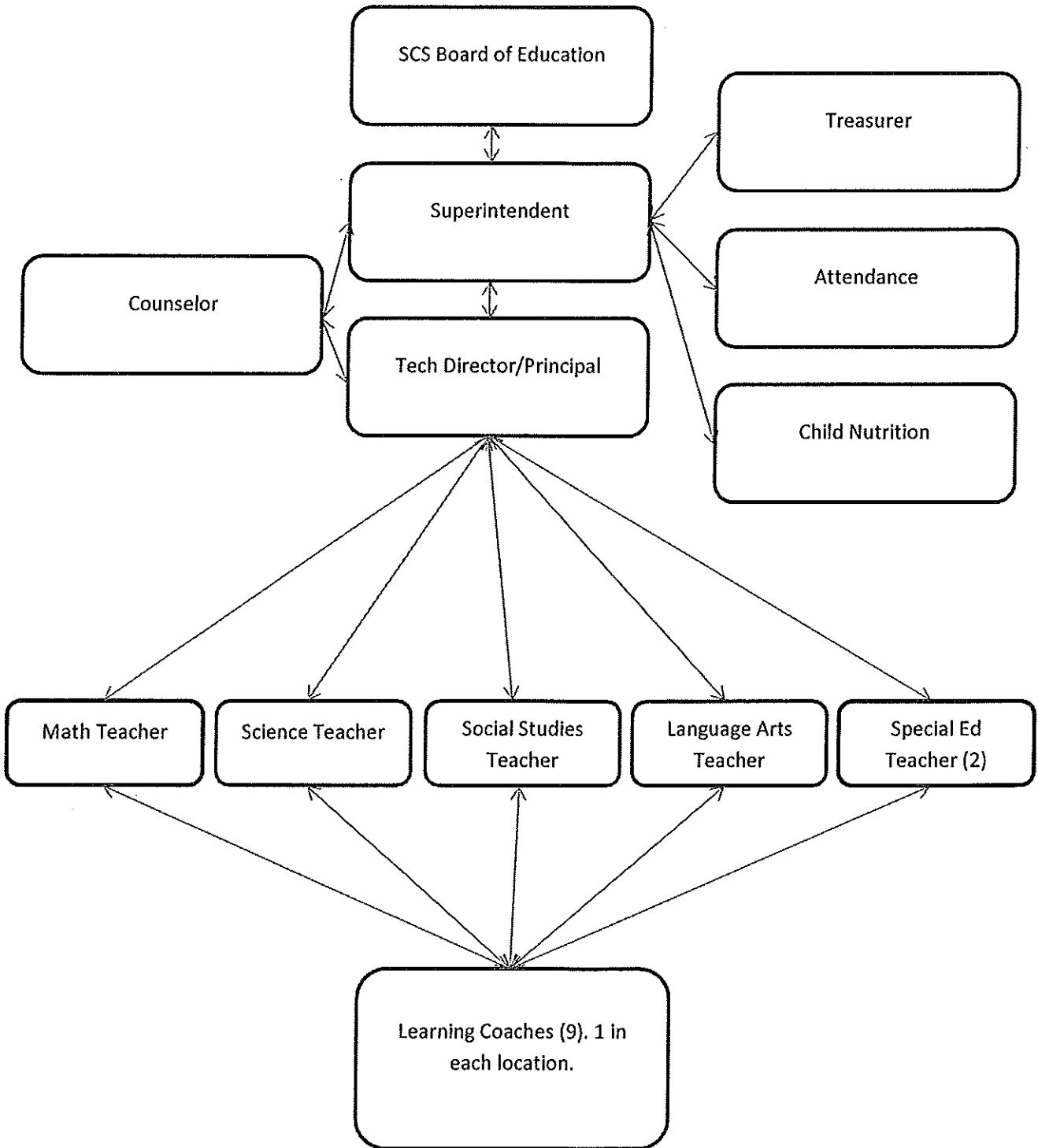
Career and Technology Education also offers academic credit options, such as: Computer Science allowed for high school math credit qualified Agriculture Education courses for high school science, math and science, and Anatomy and Physiology (science) credit allowed for certain health science courses. For more information, contact your school counselor or your local Career Technology Center.



## Appendix

1. Organizational Chart
2. Financial Plan
3. Employment Policy
4. Petitions
5. Charter School Training Certificate(s)
6. OJA Contract

Appendix 1:  
Organizational Chart





Appendix 2: Financial Plan

**PERSONNEL  
SELECTION AND ASSIGNMENT**

**Selection of Certified Personnel**

In carrying out its belief that the quality of its teachers is the single most important ingredient of a school district, SCS Board of Education shall seek to attract and retain the services of well-qualified, competent teachers. The board shall select teachers on a basis of professional qualifications, and those teachers shall enter into a contract with the school district upon employment. No teacher will be employed who does not meet accrediting standards established by the Oklahoma State Department of Education. All teachers shall register their certificates and transcripts in the office of the superintendent before assuming their teaching duties with the school system.

**Selection of Non-Certified Personnel**

It is the intention of SCS Board of Education that employees be selected on a professional basis so that the person most qualified for the job will be selected. Upon employment the staff member shall enter into a contract with the school district.

**Nepotism Restriction**

SCS Board of Education realizes, however, that it is unlawful for any person to be employed or put under contract if that person is related to a member of the board within the second degree of blood or marriage. Further, no employee shall be in an evaluative or supervisory position over a member of his or her immediate family.

**Assignment**

The superintendent, with assistance from the school site principals, shall be responsible for the assignment of all personnel. However, such assignments may be delegated to site principals. Assignments shall be based on the requirements of each position and the qualifications of individuals being considered for the position.

## Orientation

Orientation and staff development in-service programs shall provide initial assistance for beginning staff and faculty and encourage continual professional growth.

## REGULATION

### PERSONNEL INTERVIEW PROCEDURES

#### FOR TEACHING POSITIONS

*This personnel interview/selection process is to be utilized in determining a candidate to recommend to the board of education for employment.*

- "Authorization to Post Certified Vacancy" form must be submitted by principal. The vacancy must be posted for five (5) days.
- Following the posting period, the principal will screen applications of those applying for the vacant position. The principal or his/her designee will check references of the top candidates.
- Interviews will be scheduled.
- The principal will make a selection. The principal will then make a recommendation to the superintendent.
- Following the submission of the name of the recommended candidate, the principal may contact the finalists who are not being recommended for the position. If the principal prefers, the superintendent's office may send a form letter to the candidates not recommended.
- The superintendent will conduct the final interview prior to making a recommendation to the board of education.

- Following confirmation by the superintendent, the recommendation is submitted to the board of education for its approval. This procedure is for new hires, promotions and salary increases only. Employment is contingent upon board approval.

SCS District's certified personnel who desire to be considered for vacancies may submit a written request to the superintendent. Such employees will be given first consideration in filling vacancies

## SELECTION OF SUPPORT PERSONNEL

### GUIDELINES

SCS Public School District wishes to clearly delineate equal employment opportunity to avoid unintentional discriminatory practices, while at the same time selecting the right employee for each job.

1. It is the policy of this district to provide equal opportunity for employment, retention, and advancement of all people, regardless of race, color, creed, national origin, sex, age, handicapping condition, sexual orientation or veteran's status.
2. Once each year the administrative staff will review all personnel staff assignments to ensure the most effective utilization possible of staff time and capabilities. Personnel evaluations conducted in accordance with current school laws of Oklahoma will be utilized in this assessment.
3. A system of uniform procedures for methods of recruiting, screening, selecting, and assigning personnel will be followed.
4. Applications for positions will be received at any time; applications will be kept active for a period of one year from the date received. All prospective employees will be required to complete a job application form for employment. Every person will be asked to indicate if the position desired is to be full-time or part-time employment.
5. Each support person employed by SCS will be presented with a thorough job description of the work expected of them in their normal duties.

6. Each employee will also be given a copy of support personnel policies that all employees are expected to follow during their employment.
7. Support employees shall be employed for a ninety (90) calendar days probationary period during which time his/her work will be thoroughly evaluated. At the end of this probationary period, the employee will have a conference with his/her supervisor. At this time the decision will be made to continue or terminate employment. After successful completion, the employee shall be granted all rights of regular employment as provided by statute.
7. It is the policy of the SCS Board of Education to take action concerning renewal or non-renewal of all support employees' contracts before June 30 each year.

**Sequoyah Charter School**

**Affidavit**

**Loyalty Oath**

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am an employee of Sequoyah Charter School.

\_\_\_\_\_

Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_.

\_\_\_\_\_ County

State of Oklahoma

- References: 51 O.S. 36.1-36.2A (Section 741-742, School Laws of Oklahoma)  
70 O.S. 5-113.1 (Section 61, School Laws of Oklahoma)  
70 O.S. 6-190 (Section 180.10, School Laws of Oklahoma)  
HB 1549, Section 11, 1995 Legislative Session  
State Department of Education, Standards for Accreditation of Oklahoma  
Schools, 2002, pp. 31-38

Appendix 4: Petitions

Appendix 5: Certificate of Completion



Appendix 6: OJA Contract

# Office of State Superintendent

State of Oklahoma



The State Superintendent of Public Instruction  
expresses appreciation and congratulations to

*Mike Woods*

upon Successful Completion of Charter School Training for exemplified  
excellence and commitment to academic achievement and student success,  
and serves as a model for quality values and esteemed character in our  
community and throughout the Great State of Oklahoma.

A handwritten signature in cursive script, reading 'Janet Barresi'.

JANET BARRESI, STATE SUPERINTENDENT OF PUBLIC INSTRUCTION  
OKLAHOMA STATE DEPARTMENT OF EDUCATION

APRIL 24, 2012

Teaching days	210	Pro Dev	8	
Raw Average Daily Membership				108
Weighted Average Daily Membership				331.15
Dollars per student				\$
Core Subject FTE Teachers			4	
Special Education FTE Teacher			1	
School Counselor			1	
Learning Coaches FTE	9	\$/hr	15.00	

3,041.40

Revenue	Year 1	Year 2	Year 3	
State Aid	\$ 1,007,159.61	\$ 1,007,159.61	\$ 1,007,159.61	\$3041.40 x 331.15 students
Textbooks	\$ 6,048.00	\$ 6,048.00	\$ 6,048.00	Textbooks \$56 per Raw Average Daily Membership
Flex Benefit CP	\$ 32,400.00	\$ 35,640.00	\$ 38,880.00	
Flex Benefit NCP	\$ 48,600.00	\$ 53,460.00	\$ 58,320.00	
Title I, IV, VI	\$ 55,393.78	\$ 55,393.78	\$ 55,393.78	5.5% State Aid
IDEA	\$ 75,536.97	\$ 75,536.97	\$ 75,536.97	7.5% State Aid
ACE Remediation	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	20 students @ \$240 & 20 Students @ \$180
Total Revenue	\$ 1,233,538.36	\$ 1,241,638.36	\$ 1,249,738.36	

Expenses	Year 1	Year 2	Year 3	
Superintendent	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	Assumes shared superintendent
Principal/Tech Director	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	
Core Subject Teachers	\$ 175,853.33	\$ 182,030.00	\$ 184,088.89	218 days @ 10 yrs experience \$36,300
Special Ed Teachers	\$ 43,963.33	\$ 45,507.50	\$ 46,022.22	218 days @ 10 yrs experience \$36,300
Counselor	\$ 43,963.33	\$ 45,507.50	\$ 43,963.33	218 days @ 10 yrs experience \$36,300
Treasurer	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1000.00 per month
Attendance	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$750.00 per month
Learning Coaches	\$ 235,440.00	\$ 242,503.20	\$ 249,566.40	218 days @ 8 hrs@ \$15.00/hr
Fixed Costs	\$ 113,259.60	\$ 116,198.68	\$ 117,655.35	7.5% FICA 9.5% TR 1% TR offset

Flex Benefit CP	\$ 32,400.00	\$ 35,640.00	\$ 38,880.00	Flex Benefit \$5400.00
Flex Benefit NCP	\$ 48,600.00	\$ 53,460.00	\$ 58,320.00	Flex Benefit \$5400.00
OT/PT/Speech	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
Workers Comp Ins	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Unemployment Ins	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	
Liability Ins	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	
Liability Bonds	\$ 500.00	\$ 500.00	\$ 500.00	
Financial Audit	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	
Legal Fees	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Software fees	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	AR, A+
Connectivity	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$450.00 per month
Technology	\$ 113,500.00	\$ 2,000.00	\$ 2,000.00	
Substitutes	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	90 days @ \$60.00 per day
Professional dev	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	17 staff @ \$1000.00 per staff
Organization dues	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Total Estimated Expense	\$ 1,066,979.60	\$ 982,846.88	\$ 1,000,496.20	

% of Revenue 86% 79% 80%

3812 N. Santa Fe, Suite 400  
P.O. Box 268812  
Oklahoma City, OK 73126-8812



Main # (405) 530-2800  
FAX # (405) 530-2890

State of Oklahoma  
**Office of Juvenile Affairs**

May 16, 2012

**Sequoyah Enterprises, Inc.**  
600 N. Walker, Suite 240  
Oklahoma City, OK 73102

Subject: Option to Renew Contract for Level E Services for FY2013

Dear Level E Contractor:

OJA is exercising its first (1<sup>st</sup>) option to renew the FY2012 Level E Contract for FY2013 according to the terms of Section 1.A. "Renewal Process" of the Contract. Enclosed is your updated Purchase Order. If you have any questions concerning your Contract, Purchase Order, or the renewal process, please feel free to contact me at (405) 530-2986.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin D. Clagg".

Kevin D. Clagg  
Contracts and Procurement Unit

CC: **Jim Goble, Interim Division Director**  
**Juvenile Services Division**  
**Contracts File CRL2013-287**



# Purchase Order

**Office of Juvenile Affairs**  
 OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Vendor: 0000061379  
 SEQUOYAH ENTERPRISES INC  
 PO BOX 158  
 SALLISAW OK 74955-0158

<b>CHANGE ORDER</b>		<b>Dispatch via Print</b>	
Purchase Order	Date	Revision	Page
4069018212	06/07/2011	4 - 05/08/2012	1
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Corabance Rowland	405/530-2868	USD	

Ship To: OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Bill To: OFFICE OF JUVENILE AFFAIRS  
 P O BOX 268812  
 OKLAHOMA CITY OK 731268812

Tax Exempt? Y Tax Exempt ID: 736017987  
 Line-Sch Cat CD / Item Id Description

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	434.0000	BD	142.0000	61,628.00	07/01/2011
FIXED RATE \$142.00 PER BED, PER DAY ALL IN ACCORDANCE WITH THE ATTACHED AGREEMENT  ONE YEAR WITH 2 options to renew at the same or modified terms and conditions. 14BEDS FEMALE Sequoyah Enterprises Inc 2027 West Idaho, Chickasha, OK 73018							
2- 1	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,295.0000	-2,295.00	07/01/2011
2- 2	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-1,036.0000	-1,036.00	08/01/2011
2- 3	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,221.0000	-2,221.00	09/01/2011
2- 4	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,295.0000	-2,295.00	10/01/2011
2- 5	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,221.0000	-2,221.00	11/01/2011
2- 6	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,295.0000	-2,295.00	12/01/2011
2- 7	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,295.0000	0.00	CANCEL
2- 8	94121801 / 1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1.0000	MO	-2,145.0000	0.00	CANCEL

Authorized Signature



# Purchase Order

**Office of Juvenile Affairs**  
 OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Vendor: 0000061379  
 SEQUOYAH ENTERPRISES INC  
 PO BOX 158  
 SALLISAW OK 74955-0158

## CHANGE ORDER

Dispatch via Print

Purchase Order	Date	Revision	Page
4009916212	06/07/2011	4 - 05/08/2012	2
Payment Terms	Freight Terms	Ship Via	
0 Day	Free on board at Destination	Common	
Buyer	Phone	Currency	
Constance Rowland	405/530-2660	USD	

Ship To: OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Bill To: OFFICE OF JUVENILE AFFAIRS  
 P O BOX 268812  
 OKLAHOMA CITY OK 731268812

Tax Exempt? Y Tax Exempt ID: 738017987

Line-Sch	Cat CD	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
2- 9	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1,0000	MO	-2,295.0000	0.00	CANCEL
2- 10	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1,0000	MO	-2,221.0000	0.00	CANCEL
2- 11	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1,0000	MO	-2,295.0000	0.00	CANCEL
2- 12	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	1,0000	MO	-2,217.0000	0.00	CANCEL

monthly reduction for July 1, 2011 thru June 30, 2012

3- 1	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	5,332.0000	84	142.0000	757,144.00	09/08/2011
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Modification to add 2 (two) beds begin August 15, 2011  
 C/O#1 balance of line item: 1to change account code to 551110 per OSF

4- 1	94121801	1000005426	SERVICE:Community based youth-Children and youth services Community based youth services	5,840.0000	MO	142.0000	829,280.00	05/08/2012
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CONTRACT PERIOD: 07/01/2012 THRU 06/30/2013

Total PO Amount

1,635,689.00

**COMMENTS:**

ONE YEAR CONTRACT WITH options to renew at the same or modified terms and conditions.

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.

Authorized Signature



# Purchase Order

**Office of Juvenile Affairs**  
 OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Vendor: 0000061379  
 SEQUOYAH ENTERPRISES INC  
 PO BOX 158  
 SALLISAW OK 74955-0158

CHANGE ORDER		Dispatch via Print	
Purchase Order	Date	Revision	Page
4009018212	06/07/2011	4 - 05/08/2012	3
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Constance Rowland	405/530-2863	USD	

Ship To: OFFICE OF JUVENILE AFFAIRS  
 3812 N SANTA FE STE 400  
 OKLAHOMA CITY OK 73118

Bill To: OFFICE OF JUVENILE AFFAIRS  
 P O BOX 268812  
 OKLAHOMA CITY OK 73126812

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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OJA CONTACT: SHELLY WALLER @ 405-530-2837  
 CRI 2012-287

2013  
 CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

2012  
 Change Order #1 Increase of reductions due to the additions of 2 (two) beds. (August 15, 2011 This facility will increase from 14 Beds to 16 Beds Female's).

CHANGE ORDER 3, SECOND MODIFICATION OF CONTRACT TO REVISE EXHIBIT B TO REFLECT THE ELIMINATION OF BUDGET ADJUSTMENTS FOR THE MONTH JANUARY THROUGH JUNE.....

11/22/2011, JWW

CHANGE ORDER 4, RENEWAL OPTION PERIOD FOR FY13.....05/08/2012, JWW

Authorized Signature





**STATE OF OKLAHOMA**  
**OFFICE OF JUVENILE AFFAIRS**  
*Accountability, Protection, Prevention*

**FY2012 Contract**  
**Fixed Rate Level E Group Home**  
**14 Beds for Female Juveniles**  
**with**  
**Sequoyah Enterprises, Inc.**

**Robert E. "Gene" Christian, Executive  
Director**

**Kim Sardis, Division Director**  
**Juvenile Services Division**

**Shelley Waller, Program Manager**

Greg Delaney, District Supervisor

District 6

CRL2011-287

Attachments: OAC 377:3-11-1 through 377:3-11-12  
OAC 377:30-3-1 through 377:30-3-23  
Exhibit A - OHCA Rules for RBMS  
Exhibit B - Schedule of Payments

**OFFICE OF JUVENILE AFFAIRS  
 FY2012 LEVEL E CONTRACT  
 Sequoyah Enterprises, Inc.  
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OJA DRUG TESTING POLICY

**STATE OF OKLAHOMA**  
**OFFICE OF JUVENILE AFFAIRS**  
**LEVEL E GROUP HOME**  
**FIXED RATE CONTRACT**

This agreement, consisting of 22 pages (the "Contract"), is hereby made between the Office of Juvenile Affairs ("OJA") and

Sequoyah Enterprises, Inc.  
600 N. Walker, Suite 240  
Oklahoma City, OK 73102  
Federal ID # 73-1497199

(the "Contractor"), and constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

WHEREAS, 10A O.S. §2-7-305(B)(1) authorizes OJA to implement community-based residential care for juveniles, hereinafter referred to as service recipients or residents, who are in the lawful custody of said OJA and deemed by OJA to be in need of such services; and

WHEREAS, Contractor, a private facility duly licensed under the laws of Oklahoma, as a Residential Child Care Facility by the Department of Human Services, is prepared by virtue of professional knowledge, standards and expertise to provide such services and agrees to undertake the responsibilities thereto; and

WHEREAS, Contractor's residential program, described as Level E, has two (2) major goals for its service recipients: (1) the remediation of behavioral or emotional problems, or both, through a focus on residential and therapeutic issues, and (2) the provision of twenty-four (24) hour awake intensive supervision for the protection of the residents and the community; and

WHEREAS, OJA is authorized through an agreement with Oklahoma Healthcare Authority (OHCA) to bill for reimbursement for Residential Behavioral Management Services (RBMS) and no other entity shall be eligible to bill for these services, and

WHEREAS, Contractor agrees to allow OJA to bill their RBMS services for them to OHCA throughout the contractual period by assigning payment of RBMS services to OJA.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

## **I. CONTRACT PERIOD**

The term of the Contract shall be effective from the latter of July 1, 2011, or date of execution, to June 30, 2012, with option to renew for two consecutive 12-month periods. Work done before the effective date of the Contract is at the Contractor's risk.

### **A. Renewal Process**

Renewals shall be at the same terms and conditions as set forth by Contract. The option to renew shall be exercised by OJA by issuance of a change order. If Contractor does not wish to renew the contract, OJA must be notified in writing at least 30 days prior to end of the contract period. If it is necessary to modify the contract, OJA may issue a modification either prior to or in conjunction with the renewal. Modifications shall require a bilateral agreement whereas renewals do not. Prior to issuance of a Purchase Order for the base year or change orders for option years, OJA must receive a budget for the term that is about to commence.

## **II. COMPENSATION**

For the purpose of the Contract "Budget Adjustment" is defined as action taken by OJA or others to allocate the following or similar occurrences that negatively impact OJA's available budget:

- appropriations reductions;
- budget reductions;
- revenue shortfalls; or
- unfunded or underfunded legislative mandates that require reallocation of OJA resources.

OJA will pay Contractor at the rate of \$142.00 per bed per day less any Budget Adjustment as indicated in Exhibit B. The total amount shall not exceed the amount indicated in Exhibit B for beds reserved for the exclusive use of OJA.

### **A. Planned Leave Paid Bed Limit**

The total number of days when a resident is on planned leave, resulting in an unoccupied bed, cannot exceed twenty-eight (28) days per resident per year. For purposes of this agreement, a placement year shall be defined as commencing on the first day a resident is officially placed with Contractor and terminating on the date of official discharge, if less than twelve (12) months later. If a resident is discharged and then readmitted to the same Contractor, a new placement year begins on the date of readmission.

### **B. Liquidated Damages**

For the purpose of this Contract, AWOL is defined as an OJA placed youth being away from the facility without prior authorization for more than 24 hours. More than ten (10) AWOL's during any Contract period (or Renewal

Period) will result in assessed liquidated damages. If ten (10) AWOL's have occurred during the Contract or Renewal Period, for every full day that a bed is vacant due to a placed youth being on AWOL status there will be an assessed liquidated damage of \$71.61 per day, per bed for the AWOL youth(s). Liquidated damages may be applied to any outstanding claim owed to the Contractor whether related to this Contract or not. OJA reserves the right to bill the Contractor directly if it so chooses. Interest and penalties on unpaid billings shall apply the same as in Section C below concerning recoupment of lost RBMS revenue.

The amount of the liquidated Damages is based upon the RBMS reimbursement rate for a day of treatment services. The amount represents potential lost revenue to OJA and services paid for by OJA, but not received by the youth.

### C. Monthly Claims

OJA will pay for services provided upon receipt from Contractor of monthly claims, documented in the format and in accordance with the procedures prescribed by OJA. By submitting a claim for payment, Contractor certifies that all services billed for were provided. Contractor shall ensure that OJA receives each claim for payment no later than sixty (60) days after the month in which the cost was incurred.

OJA will assume costs for services provided to custody youth according to the existing Medicaid Fee for Service Schedule. OJA will arrange payment to the medical provider for all OJA approved medical and dental services for each resident. OJA will provide Contractor with each resident's Medicaid number and, if applicable, any third party liability information (TPL). The TPL is the resident's primary insurance and must be filed first. Contractor shall provide the TPL to the medical provider along with the resident's Medicaid number. Any medical costs exceeding the existing Medicaid Fee For Service Schedule rate due to failure on Contractor's part to follow these procedures may be deducted from future reimbursements to Contractor. If no future reimbursements are owed to Contractor, Contractor may be required to reimburse OJA for those costs within 60 days from notification by OJA.

The Office of Juvenile Affairs collects Title XIX on this placement to help supplement the cost of the placement. The revenue from RBMS is partially responsible for the contract. Any RBMS revenue determined by OJA (or any other monitoring agency) lost due to Contractor's actions or failure to comply with the Contract shall be recouped from future payments to the Contractor, either on this Contract or any Contract that exists between OJA and Contractor. In the event that the need for recoupment is discovered while Contractor has no existing contracts with OJA, Contractor shall submit payment within 60 day's of notification of the recoupment. If the recoupment amount is not received within the 60 day period, then a handling charge shall be assessed that shall be the lesser of 5% or \$50, plus the published rate allowable by the state for delinquent payments to be added to the delinquent amount monthly until the debt is fully paid.

OJA may recoup from Contractor any recoupment of OJA funds by OHCA caused by Contractor. Note: New Language in highlighted section.

**D. Title XIX Cost Report**

Contractor shall comply with federal requirements for cost reporting, including any changes thereto which occur during the Contract term. Contractor agrees to participate in a staff time study for one (1) two-week period during this contract term, if requested by OJA. OJA will prepare a description of the time study for Contractor and OJA will conduct training on the time study for Contractor's staff.

**III. GENERAL TERMS AND CONDITIONS**

**A. Appeal**

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous contract, Contractor has a right to file a written appeal to the OJA Executive Director. OJA will consider the appeal before final action or reimbursement is sought by OJA. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

**B. Assignment and Subcontracting**

1. Assignment

Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

2. Subcontracting

Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

**The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.**

3. Subcontract Modification

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 2. "Subcontracting" apply.

**C. Audit**

1. Federal Funds



Organizations that expend \$500,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the *Single Audit Act of 1984*, 31 U.S.C. §§ 7501-7507 (Pub.L. 98-502, Oct. 19, 1984, 98 Stat. 2327), and subsequent amendments thereto.

Audit fees for the Contractor and/or its subcontractors expending less than \$500,000 in federal funds will not be an allowable cost to a federal award unless the audit is arranged for and paid for by OJA or a pass-through agency.

2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Office of Juvenile Affairs - Contracts Unit P.O. Box 268812, Oklahoma City, Oklahoma 73126-8812, with a copy, if applicable, of the management letter to all audit findings within 120 days of the Contractor's fiscal year end. Contractor shall submit a copy of the corrective action plan to all audit findings within 60 days of the audit submission to OJA. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed in this paragraph for an extension citing the reason for the delay. OJA reserves the right to suspend payment to the Contractor for costs owed pursuant to the Contract if OJA has not received the Contractor's audit for the previous fiscal year.

**D. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

### **E. Choice of Venue**

The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by OJA or the Contractor to enforce or to interpret provisions of the Contract.

### **F. Civil Rights**

Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:

- a) *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
- b) *The Victims of Crime Act of 1984*, Pub.L. 98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
- c) *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov. 2, 116 Stat. 1869
- d) *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241
- e) *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355
- f) *The Americans with Disabilities Act of 1990*, Pub.L. 101-336, July 26, 1990, 104 Stat. 327
- g) *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
- h) *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728
- i) *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OJA to be forwarded to the United States Department of Justice.

### **G. Compliance with Laws, Statutes, and Regulations**

Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities and which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA.

### **H. Contract Modification**

Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

**I. Debarment / Suspension**

In accordance with 31 U.S.C. §1352 (a)(1) and Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

**J. Drug-Free Work Place**

Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OJA's rules, policies and procedures for drug and alcohol testing.

**K. Duplicate Billing Prohibition**

Contractor shall not bill OJA for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

**L. Employment Relationship**

The Contract does not create an employment relationship. Contractor's employees shall not be considered employees of OJA for any purpose.

**M. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor, its agents, vendors, officers and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under the Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as it may be amended.

**N. Indemnity**

Unless prohibited by Article 10 of the Oklahoma Constitution, Contractor agrees to indemnify and hold OJA harmless against any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-

fulfillment of any term or condition of the Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold OJA harmless under the Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under the Contract shall indemnify and hold OJA harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct related to or arising from the Contract.

**O. Monitoring and Financial Compliance Review**

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OJA shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OJA will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

OJA will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

**P. Oklahoma Taxpayer and Citizen Protection Act of 2007**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**Q. Prior Unmet Contractual Obligations**

Under the Contract, OJA has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OJA.

**R. Records**

As used in this clause, "records" include 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 Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of the Contract. The Contractor is required to retain all records relative to the Contract for the duration of the Contract term 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 year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period whichever is later.

**S. Severability**

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

**T. Termination**

Either party may terminate the Contract by giving the other party thirty (30) days' written notice of the termination.

**U. Termination for Cause**

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel the Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If the Contract is terminated, then the State shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Department of Central Services, Central Purchasing Division.

**V. Termination/ Contract Reduction Due to Lack of Funding**

OJA may terminate the Contract in the event that OJA is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of OJA. OJA shall notify Contractor of any such termination, by certified mail, return receipt

requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice.

In the event OJA experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, OJA may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

#### **W. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds on unallowable costs on this or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

### **IV. SPECIAL TERMS AND CONDITIONS**

#### **A. Income/Expenditures from All Sources**

Financial records should accurately account for the revenues and related expenditures, per approved budget by OJA Contract, and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of Contractor from all sources. Federal revenue and all other sources of income, including Title XIX Medicaid reimbursements, should be identified for all contracts. Contractor agrees to make such books, records, ledgers, and other fiscal documentation accessible to OJA representatives and the State Auditor and Inspector for inspection, investigation, audit and certification as deemed necessary by OJA.

#### **B. Communicable Disease Policy and Procedure**

Contractor shall have policies and procedures consistent with the provisions of DHS Licensing Standards for Residential Child Care Facilities, 340:110-3-154.3(d) and 340:110-3-164(9)(A)-(C).

#### **C. Compliance with Rules**

The purpose of OJA Rules 377:10-1-1 through 377:10-1-15 is to set forth mandatory rules for the Contractor providing care for service recipients in the custody of OJA.

OJA Rules 377:10-7-15 and 377:10-7-16, describe contract-based residential care (CBRC) programs as a specifically defined course of care and treatment for juveniles in OJA custody. Contractor shall comply with "The Levels of Care System" by which Contractor's service provision is measured against and defined by:

- a) a standardized set of approved criteria, as defined in OAC 377:10-7-16 through 377:10-7-20;
- b) requirements set forth in the contract between OJA and the facility;
- and
- c) basic licensure requirements as set out in DHS Requirements for

Residential Child Care Facilities, OAC 340:110-3-145 through 340:110-3-169.

Contractor shall also adhere to the provisions of OHCA Part 105. Residential Behavior Management Services in Group Settings, and Non-Secure Diagnostic and Evaluation Centers, OAC 317:30-5-1040 through 317:30-5-1047, and Part 108. Nutrition Services, OAC 317:30-5-1075 through 1076.

**D. Confidentiality**

Contractor assures compliance with Title 10A §§ 2-6-101 through 2-6-110 of the Oklahoma Statutes and DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-149, 340:110-3-151, 340:110-3-153.1(h) and 340:110-3-154(e)(2) regarding confidentiality of records. In addition, Contractor shall adhere to the provisions of confidentiality as contained in OJA Rules 377:10-1-7 and 377:10-1-8, as well as OHCA Rule 317:30-5-1047. Contractor's volunteers and consultants shall also comply with the confidentiality mandates cited in this section.

**E. Conflict of Interest**

Prior to the Contract's effective date, Contractor and its governing board or body shall disclose to OJA any existing situations that fairly represent a real or perceived conflict of interest. These types of conflict of interest situations may include, but are not limited to: (1) acquisition, renting or leasing of real property and equipment; (2) staffing or resident-staff relationships; (3) board membership and staff employment; (4) contracted services; (5) prior state government or OJA staff employed by Contractor; and (6) auditing and monitoring. Contractor's failure to disclose known or perceived conflict of interest situations to OJA may result in cancellation of the Contract at the sole discretion of OJA.

**F. Additional Records Retention Requirements**

As used in this clause, "Records" include all items as listed in DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-151, 340:110-3-152(e), 340:110-3-153.1(o), 154(e), 154.5(d) and OJA Rules 377:10-1-7(b) and 377:10-1-8(a) and OHCA Rule 317:30-5-1046(a) & (c). In addition, "Records" include all financial books, ledgers and documentation of revenues and related expenditures by Contractor. Fiscal and program records shall be maintained during the term of this Contract and for a period of three years following termination of the Contract. If an audit, litigation or other action involving such records commences before the end of the three-year period, the records shall be maintained until all issues arising out of the actions are resolved or until the end of the three-year period, whichever is later.

Contractor's records shall only be destroyed in accordance with all applicable state and federal laws. Records containing resident information shall be securely destroyed in a manner that ensures no unauthorized access to the resident's information occurs during or after the destruction. The Contractor

shall include records retention and records disposition in its policies and procedures.

**G. Reporting Child Abuse or Neglect**

Contractor shall comply with the abuse and neglect reporting requirements of, Title 10A O.S. Supp. 2010, §1-2-101 *et seq.*, and DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-149, 152(f) in reference to the reporting of suspected or actual child abuse or neglect. In addition, Contractor shall immediately notify the OJA Advocate General at state office number (405) 530-2939 of such incidents. Failure to report and/or cooperate in investigations of suspected or actual child abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

**H. Prohibited Resident Discipline**

Contractor shall abide by the behavior management provisions of DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.2 and the prohibited disciplinary actions as listed in OJA Rule 377:10-1-3(b).

**I. Access to Professional Consultation**

Contractor shall ensure all direct care staff have routine access to a licensed professional consultant for a minimum of four (4) hours per week as mandated by OJA Rule 377:10-7-20(6)(B) and OHCA Rule 317:30-5-1043(b)(5)(F).

**J. Employee Dispute Resolution**

Contractor shall provide a written employee grievance procedure.

**K. Employee Qualifications**

Contractor shall ensure each potential staff member is qualified according to DHS Requirements for Residential Child Care Facilities OAC 340:110-3-153.1(e & f) and that each applicant meets the employment requirements as listed in OAC 340:110-3-153.1(g through j). Contractor shall have policy for the verification of references.

**L. Energy Efficiency**

Contractor agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6201 *et seq.*, as amended.

**M. Resident Grievance System**

Contractor shall ensure the resident grievance system used by the Contractor is consistent with OJA Rules 377:3-1-27, 377:3-1-28, and 377:3-1-30(a) and (c). The OJA Advocate General shall be the final determinant as to the consistency of the Contractor's resident grievance system to the OJA Rules stated in this section.



**N. Liability Insurance**

Contractor is hereby required to carry liability insurance with an insurance carrier acceptable to OJA in the amount of at least three hundred thousand (\$300,000.00) to adequately compensate persons for injury to their person or property occasioned by an act of negligence by Contractor, its agent, employee, or the like. A "Certificate of Insurance" showing the State of Oklahoma and OJA as additional insured shall be submitted to OJA within thirty (30) days of the beginning of the term of this Contract. The insurance policy must contain provisions that the insurance carrier will notify OJA at least thirty (30) days in advance of the effective date if the policy lapses, is cancelled, or not renewed.

Contractor shall adhere to DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.5 relating to transportation and that specifically includes the provision Contractor's facility maintains on file a copy of the individual's or firm's automobile liability and medical insurance coverage for all vehicles used for the transportation of residents.

**O. Lobbying**

Contractor certifies compliance with the Anti-Lobbying law, 31 U.S.C. §1352, and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 C.F.R. §93.105 and §93.110.

**P. Force Majeure**

In the event that Contractor's designated facility becomes uninhabitable by an act of nature or sudden catastrophe, and a suitable alternative facility cannot be obtained by Contractor within fifteen (15) working days of the event, the Contract shall become null and void and OJA may select alternative placement for any resident in need of such placement.

**Q. Facility Relocation**

1. Notification to OJA:

Contractor shall, at a minimum, give ninety (90) days' written notice to the OJA Director of Juvenile Services Division of intent to relocate the Group Home operation to a new facility. The OJA Director of Juvenile Services Division shall ensure the new location and Contractor's physical plant adequately meet the needs of OJA, under the Contract, in providing services to the residents. Within thirty (30) days of Contractor's notification, the OJA Director of Juvenile Services Division shall issue a written notice to accept or reject Contractor's intent to relocate to the new facility. Rejection by OJA of Contractor's intent to relocate during the Contract period could result in termination of the Contract at the sole discretion of OJA.

2. Notification to School Districts:

If the relocation of the facility results in a change in school districts, Contractor must give, at a minimum, sixty (60) days' written notice to both school districts involved, with a copy of the notice submitted to OJA. The Contractor must coordinate with both school districts to ensure the proper educational credits are transferred and that there is continuity in educational services.

### 3. Notice of Actual Movement

The new facility must be appropriately licensed, or temporarily authorized, by the Department of Humans Services (DHS) before the actual transfer of residents can occur. Contractor must give the OJA Director of Juvenile Services seventy-two (72) hours' notice prior to the actual movement of residents and shall keep OJA advised during the progress of the move until all residents are relocated to the new facility.

## **R. New Employee Orientation**

Contractor shall adhere to the orientation training of new employees and volunteers as mandated by DHS Requirements for Residential Child Care Facilities, 340:110-3-153.1(c), (l) and (m), as well as OHCA Rule 317:30-5-1043(b)(5)(E).

## **S. Nepotism**

Contractor and/or Contractor's governing board or body agrees to disclose any existing situations of nepotism within the organization and receive written prior approval of any employment which involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Contractor shall disclose any other situations which might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: 1) renting or leasing; 2) staffing; 3) board membership; 4) contracted services; 5) acquisition of real property and equipment; 6) client-staff relationships; 7) board membership to staff employment; 8) auditing; and 9) any other situations which might fairly represent a conflict of interest.

## **T. Contractor Prohibited Criminal Convictions**

Contractor attests that no person who: (1) has ownership in Contractor; or (2) controls interest in Contractor; (3) is an agent of Contractor; or (4) is a managing employee of Contractor has been convicted of a criminal offense relating to the person's involvement in any programs under Title XVIII, XIX, or XX of the Social Security Act since the inception of these programs. Contractor further agrees to disclose to OJA the name of any person so convicted who may assume any of the positions identified herein.

## **U. Resident Rights**

Contractor shall ensure each resident's rights are safeguarded and that Contractor's written policy and procedures are consistent with resident rights as listed in DHS Requirements for Residential Child Care Facilities, OAC

340:110-3-154(a)(7) and (e)(1)(J), 340:110-3-154.1(a) and(b), 340:110-3-154.2(b)(13), as well as OJA Rule 377:10-1-2.

**V. Staff Disciplinary Procedures**

Contractor shall implement written policy regarding corrective discipline procedures for Contractor's staff.

**W. Taxes**

Contractor shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including, without thereby limiting the foregoing, those taxes required by the Federal Insurance Contributions Act (FICA) Title 26, Subtitle C, Chapter 21 of the United States Code and the State Unemployment Tax Acts (FUTA), Title 26, chapter 23 of the United States Code.

**X. Staff Training**

Contractor shall adhere to the DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-146, 153.1(b)(1)(A), 153.1(d), (e) and (f), 153.1(l)(4), 153.1(m) and (n), 154.5(b)(5) and 154.5(c)(5) regarding training for facility staff. In addition, Contractor shall comply with OHCA Rule 317:30-5-1043(b)(5)(E).

**Y. Tobacco Use**

Contractor shall adhere to 63 O.S. §1-1523, which prohibits smoking in a child care facility licensed pursuant to the Oklahoma Child Care Facilities Licensing Act, 10 O.S. §401 *et seq.* In addition, Contractor will prohibit staff from using or possessing any tobacco products in the facility or on the grounds of the facility. The Contractor shall also abide by DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-163(3), which prohibits the use of tobacco products by residents.

**V. PROGRAM REQUIREMENTS**

Contractor shall provide primary residential care and treatment to a maximum capacity of 16 beds for Male service recipients who have not attained the age of 18. Contractor shall accept service recipients over the age of 17 in conjunction with 10A O.S. §2-7-504(B) regarding court authorization to retain custody of juveniles to age 19. Under the provision of DHS Requirements for Residential Child Care Facilities OAC, 340:110-3-154(a)(3), Contractor may continue to serve a resident who entered the program prior to his/her 19th birthday.

**A. Medical Criteria for Program Entry**

Contractor will accept into the group home service recipients referred by the OJA Placement Section and who meet the medical necessity criteria as established in OHCA Rule 317:30-5-1043(b)(2).

**B. Placement and Discharge Authority**

Contractor agrees that OJA will have final authority regarding all placements into and discharges from Contractor's program. If there is an unresolved difference of opinion between Contractor and the OJA Placement Section as to the appropriateness of a referral or discharge, the OJA Placement Team may be convened to review the referral or discharge and render a final decision.

**C. Placement Procedure**

Contractor agrees to immediately notify the OJA Placement Section of vacant beds via daily census at fax number (405) 530-2897 or by e-mail. Vacant beds shall be available on demand to OJA. The OJA Placement Section will direct referrals to Contractor by submitting a placement worksheet to Contractor. Placement of new residents will be accomplished as quickly as transportation can be arranged.

**D. Placement Packet Information**

At the time of the new resident's admission to Contractor's program, OJA's Juvenile Services Unit (JSU) worker will provide Contractor with all of the documents and information listed in the OJA JSU-29 form, "Placement Packet Checklist."

**E. Non-Custody Placements**

When Contractor accepts both private referrals and OJA custody referrals for placement, Contractor is prohibited from promoting or encouraging the placement of a non-custody service recipient into OJA custody as a provision for accepting that service recipient into its program.

**F. Resident Transfers**

In the event a resident is transferred from the Contractor's facility with a minimum seventy-two (72) hour prior notification, all records pertaining to the resident shall be complete and up-to-date. The resident's personal belongings shall be appropriately packed and ready for transport.

**G. Staffing Guidelines**

Contractor shall abide by the provisions of DHS Requirements for Residential Child Care Facilities, 340:110-3-153.1 (and OHCA Rule 317:30-5-1043(b)(5) regarding staff qualifications.

**H. Service Plan Development**

Contractor shall conform to the provisions contained in DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-146; 340:110-3-153.1((b)(3); 340:110-3-154(a)(2) and (a)(3); 340:110-3-154(b) and (c); 340:110-3-154(e)(1)(E); 340:110-3-154.1(a)(2), (a)(3)(E), (N), and (O); 340:110-3-154.1(b) and (c), and OHCA 317:30-5-1043(b)(3)(A), as well as OJA 377:10-7-20(8)(A), regarding resident treatment plans.

### **I. Therapy/Counseling Services**

Contractor shall abide by OHCA Rule 317:30-5-1043(b)(3) and OJA Rule 377:10-7-20(1 thru 4) as they relate to the provision of the following services to residents:

- a) Individual therapy/counseling
- b) Group therapy/counseling
- c) Family therapy/counseling
- d) Alcohol and other drug abuse treatment education, prevention therapy
- e) Basic living skills redevelopment
- f) Social skills redevelopment
- g) Behavior redirection

Contractor shall provide a minimum of three (3) hours per week of life skills curriculum approved by OJA. In addition, psychological/psychiatric intervention shall be provided to residents through direct contact with a psychologist or psychiatric consultant, and/or through Contractor's designated social work/counseling staff making use of psychological/psychiatric case consultation.

### **J. Recreational Services**

Contractor is responsible for complying with the provisions of DHS Requirements for Residential Child Care Facilities:

- a) OAC 340:110-3-152(e)(7);
- b) OAC 340:110-3-154(b)(1)(B)(i);
- c) OAC 340:110-3-154.1(a)(3)(N - O); and
- d) OAC 340:110-3-157(j)(6),

as well as OJA Rules 377:10-7-20(4) and 377:10-7-20(6)(D), as they relate to Contractor's recreational program for residents. In addition, Contractor shall provide planned activities in a program that allows residents to earn eligibility to participate in off-campus activities based on their progress in the program. Contractor shall have specific policy and procedure describing the eligibility criteria. Contractor shall maintain monthly written documentation listing the recreational activities for that month. Each resident's response to recreational activities shall be documented in the individual case record.

### **K. Educational Services**

Contractor shall adhere to the DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154(a)(1)(E), 340:110-3-154(b)(1)(B)(i), and 340:110-3-154.1(c), as well as OJA Rule 377:10-7-20(3). Contractor must also maintain ongoing documentation regarding each resident's progress in his/her individual educational program.

Contractor shall conduct pre- and post-program testing to measure educational progress using a test approved in writing by OJA. Contractor shall administer the pre-program test within fourteen (14) days of official admission to the program and the post-program test no more than fourteen (14) days prior to the resident's official discharge from the program. When a resident has

completed discharge testing, but does not leave the facility on the projected discharge date, the resident will not be retested if the resident leaves the facility within 120 calendar days of the discharge test. If the resident has not been discharged after 120 calendar days have elapsed from the date of the post-test, the resident shall be required to retake the post-test. Contractor shall report the testing results on the monthly report (see section "V. Program Requirements subsection Q Monthly and Year-End Reports". The report shall include at a minimum, in a clearly marked section; the youth's name, jolts number, length of stay, pretest score and post test score.

Contractor and OJA shall jointly prepare an implementation plan for any newly approved pre-test or post-test. If there is disagreement regarding the implementation plan, OJA shall have the final authority regarding the implementation of the new test.

#### **L. Employment Services**

Contractor shall provide employment services to residents on a case-by-case basis and only when deemed appropriate by OJA and Contractor. If OJA and Contractor agree a resident is in need of employment services, Contractor shall assist the resident in job skill training, job placement and job retention. Contractor shall document provision of such assistance in the resident's case file.

#### **M. Use of Force/Restraints/Confinement**

Contractor shall adhere to the DHS Requirements for Residential Child Care Facilities, OAC 340:110-3-154.2, and OJA Rules 377:10-1-3 and 377:10-1-4, as they relate to the use of force, use of restraints and use of confinement. Each staff member involved in a use of force or restraint or confinement incident, along with each staff witness to a use of force or restraint or confinement incident, shall prepare a written incident report that includes:

- a) A description of the actions of resident(s) and staff involved;
- b) The major rule violation; and
- c) Contractor's response to same.

Contractor shall ensure a copy of all reports relating to a use of force or restraint or confinement incident shall be placed in the involved resident's file within five (5) working days of the date of the incident.

#### **N. Administrative Rules**

Contractor is responsible for adhering to the provisions that address emergency procedures in the following DHS Requirements for Residential Care Facilities:

Administrative Rules	Description
340:110-3-152(d)(13) and (f)(1)(E)	[Policy on Emergencies]
340:110-3-153.1(l)	[Orientation]
340:110-3-154(d)(1 & 2)	[Emergency Discharge]
340:110-3-154.3(c)	[Medical Care]
340:110-3-154.5(f)	[Emergency Transport]
340:110-3-157(j)(4)	[Bathroom doors]
340:110-3-157(l)	[Telephone on units]
340:110-3-165(3) through (6)	[Administration, Exits, Fire Protection Equipment, Maintenance of Equipment]
340:110-3-169(f)(5)	[Fire & Emergency keys]

In addition, the Contractor shall develop written plans for emergency situations that are compatible with the DHS Licensing Standards listed in this section and include, but are not limited to, evacuations due to: explosion; fire; toxic and/or caustic material; tornado; flood; other weather related damage; riot; major disturbance; medical emergency, and work stoppage. The emergency procedures shall be made available to all facility staff. Contractor shall annually review its emergency evacuation plans and submit them to the local emergency responder agencies (fire, police and/or sheriff, EMT). A diagram of the Contractor's facility showing the location of all exits, fire extinguishers, and first aid equipment must be conspicuously posted in the facility. Contractor shall conduct and document bi-monthly emergency drills under varied conditions and during hours when the majority of residents are in the facility.

**O. Serious Incidents Definitions/Notifications**

In the event a serious incident occurs at Contractor's facility, Contractor shall be responsible for immediately contacting the JSU District Supervisor responsible for the facility. A serious incident also requires notification as mandated by DHS Requirements, OAC 340:110-3-152(f)(1-3). A serious incident is defined by DHS Requirements for Residential Child Care Facilities in OAC 340:110-3-146 and further described in 340:110-3-154(e)(1)(G) and 340:110-3-154.3(c). In addition to the DHS listing of serious incidents, for which OJA shall be notified as per this section, OJA expands the definition of a serious incident requiring OJA notification to include:

- a) Death of a resident;
- b) Death of an employee while on duty;
- c) Abuse, neglect, or mistreatment of a resident by any person;
- d) A violent crime committed by a resident against another person;
- e) Criminal investigation of, or arrest of, staff member(s) or resident;
- f) A resident is removed from the facility without proper authorization;
- g) A resident is taken into custody by law enforcement officials;
- h) A resident runs away or otherwise cannot be accounted for;
- i) An incident that is the subject of a news media inquiry; and
- j) A resident is injured and/or acquires an illness that requires medical attention.

Contractor shall submit all reports of a serious incident, which fully describe: the circumstances leading to the incident; specific details of the incident; final outcome of the incident; and injuries sustained by resident(s) and/or staff, to the OJA Director of Juvenile Services Division as soon as possible, not to exceed one (1) business day of the occurrence. Contractor shall maintain copies of serious incident reports in a separate "Serious Incident File" at Contractor's facility. If the serious incident involves a resident, Contractor shall place a written report, describing the circumstances of the incident, in the involved resident's case record and forward a copy of the report to the involved resident's JSU worker.

#### **P. General Child Care Requirements**

After initial admission of the resident, Contractor shall be responsible for providing the resident with clean, well-fitting, and seasonable clothing.

Contractor shall ensure each resident has an opportunity to practice the religion of his/her choice. No resident shall be compelled to participate in religious services or practices. Contractor may limit religious practice only in the event the practice poses a threat to safety or disrupts the order of the facility. The limitation shall be based on documented evidence.

Contractor shall not allow a resident:

- a) overnight visitation; or
- b) to be taken out-of-state; or
- c) to be removed from the facility by someone, other than an immediate family member, on a short-term basis without Contractor supervision; unless prior written approval from the JSU worker is obtained and the approval document is placed in the resident's case file.

Automatic discharge shall occur in the event any resident has been absent without leave (AWOL) from the facility in excess of five (5) days.

#### **Q. Monthly and Year-End Reports**

Contractor shall submit a monthly report to the OJA Director of Juvenile Services Division summarizing facility activities for each month during the term of the Contract. This report is due by fax or email within seven (7) calendar days after the completion of the month in which the activities occurred and shall include, but not be limited to, information on:

- a) grievance log;
- b) admissions, discharges and bed utilization;
- c) AWOLs;
- d) total bed days utilized;
- e) significant program events;
- f) vacancies in administrative and professional staff;
- g) medication and drug testing;
- h) individual and group therapy sessions log;
- i) job orientation background skills program;
- j) allegations of neglect, mistreatment or abuse; and
- k) Wrat test results for each resident discharged from this placement (see



"K Education" above.)

Contractor's monthly report to OJA shall include the tally of hours provided in each curriculum area in a report format provided by OJA. Contractor will also provide a year-end report within sixty (60) days of the end of the Contract year, detailing the information listed in this section for the total Contract year. If the absence of information results in a loss of revenue, Contractor shall be responsible for reimbursement to OJA.

**R. Provision of Services Location**

Purchased services under the Contract shall be provided at the following location(s):

2027 West Idaho, Chickasha, OK 73018

**S. Medical Services**

1. Routine Medical Care:

General parental consent forms should be obtained from parents upon placement of juvenile for routine medical care. Youth's assigned OJA worker should be advised of any routine medical care obtained for the youth.

2. Non-Routine medical care:

Prior consultation with and authorization from OJA and parental consent are required for any non-routine medical procedures. Only the youth's parent and/or the Judge may sign surgical consent forms.

3. Emergency medical care:

In case of an event requiring emergency treatment, nothing shall be construed to prohibit Contractor from taking such steps as are necessary to insure such emergency treatment.

**VI. SIGNATURES**

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

CONTRACTOR

\_\_\_\_\_  
Kim Sardis, Division Director      Date

Jim Harris      5-23-11  
\_\_\_\_\_  
Signature      Date

APPROVED AS TO FORM

Jim Harris  
\_\_\_\_\_  
Print Name      Executive Director

\_\_\_\_\_  
Assistant Attorney General      Date

\_\_\_\_\_  
Title



State of Oklahoma  
Office of Juvenile Affairs

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.

Solicitation or Purchase Order #: Fixed Rates Level E Group Homes

Supplier Legal Name: Sequoyah Enterprises, 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.

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.

Jim Harris  
Supplier Authorized Signature

5-23-11  
Certified This Date

Jim Harris  
Printed Name

Executive Director  
Title

918-775-7797  
Phone Number

jharris@peopleinc.org  
Email

918-776-2028  
Fax Number

317:30-5-1040. Foster Care Agency

Revised 1-14-10

A Foster Care Agency is an agency that provides foster care as defined in the Code of Federal Regulations (CFR) as "24-hour substitute care for children outside their own homes." Foster care settings include, but are not limited to, non-relative foster family homes, relative foster homes (whether payments are being made or not), group homes, emergency shelters, residential facilities, and pre-adoptive homes.

317:30-5-1041. Eligible providers

Revised 1-14-10

Payment is made for Residential Behavior Management Services (RBMS) in group settings and non-secure Diagnostic and Evaluation (D&E) Centers to any OHCDs who is a child placing agency who has a statutory authority for the care of children in the custody of the State of Oklahoma and which enters into a contract with the State Medicaid program. The OHCDs must certify to the OHCA that all direct providers of services (whether furnished through its own employees or under contract) meet the minimum program qualifications. Residential Behavior Management Services and Diagnostic and Evaluation services are covered only for those beds contracted by the OHCDs.

317:30-5-1042. Memorandum of agreement

Revised 1-14-10

A Memorandum of Agreement between the Oklahoma Health Care Authority and the Foster Care Agency (FCA) must be in effect before reimbursement can be made for compensable services. The agreement outlines the contractual and sub-contractual requirements for reimbursement.

317:30-5-1043.

Revised 1-14-10

(a) Adults. Residential Behavioral Management Services (RBMS) in Group Settings and Non-Secure Diagnostic and Evaluation Center Services are not covered for adults.

(b) Children. Residential Behavioral Management Services in Group Settings and Non-Secure Diagnostic and Evaluation Centers are covered for children as set forth in this subsection.

- (1) **Description.** Residential Behavior Management Services are provided by Foster Care Agencies (FCA) for children in the care and custody of the State who have special psychological, behavioral, emotional and social needs that require more intensive care than can be provided in a family or foster home setting. The behavior management services are provided in the least restrictive environment and within a therapeutic milieu. The group setting is restorative in nature, allowing children with emotional and psychological problems to develop the necessary control to function in a less restrictive setting. Residential Behavior Management Services are reimbursed in accordance with the intensity of supervision and treatment required for the group setting in which the child is placed. Members residing in a Level E and Intensive Treatment Services (ITS) Group Homes receive maximum supervision and treatment. In addition, ITS group homes provide crisis and stabilization intervention and treatment. Members residing in a Level D+ Group Home receive highly intensive supervision and treatment. Members residing in a Level D Group Home receive close supervision and moderate treatment. Members residing in a Level C Group Home receive minimum supervision and treatment. Members residing in Residential Diagnostic and Evaluation Centers receive intensive supervision and a 20 day comprehensive assessment. Members residing in a Sanctions Home receive highly intensive supervision and treatment. Members residing in an Independent Living Group Home receive intensive supervision and treatment. It is expected that RBMS in group settings are an all-inclusive array of treatment services provided in one day. In the case of a child who needs additional specialized services, under the Rehabilitation Option or by a psychologist, prior authorization by the OHCA or designated agent is required. Only specialized rehabilitation or psychological treatment services to address unique, unusual or severe symptoms or disorders will be authorized. If additional services are approved, the FCA collaborates with the provider of such services as directed by

the OHCA or its agent. Any additional specialized behavioral health services provided to children in state custody are funded in the normal manner. The FCA must provide concurrent documentation that these services are not duplicative. The OHCDS determines the need for RBMS.

- (2) **Medical necessity criteria.** The following medical necessity criteria must be met for residential behavior Management Services.
  - (A) Any DSM-IV AXIS I primary diagnosis, with the exception of V codes, with a detailed description of the symptoms supporting the diagnosis. A detailed description of the child's emotional, behavioral and psychological condition must be on file. A diagnosis is not required for behavior management services provided in Diagnostic and Evaluation centers.
  - (B) The child is medically stable and not actively suicidal or homicidal and not in need of substance abuse detoxification services.
  - (C) It has been determined by the FCA that the current disabling symptoms could not have been or have not been manageable in a less intensive treatment program.
  - (D) Documentation that the child's presenting emotional and/or behavioral problems prevent the child from living in a traditional family home. The child requires the availability of 24 hour crisis response/behavior management and intensive clinical interventions from professional staff.
  - (E) The agency which has permanent or temporary custody of the child agrees to active participation in the child's treatment needs and planning.
  - (F) All of the medical necessity criteria must also be met for continued stay in residential group settings.
- (3) **Treatment components.**
  - (A) **Individual plan of care development.** A comprehensive individualized plan of care for each resident shall be formulated by the provider agency staff within 30 days of admission, for ITS level within 72 hours, with documented input from the agency which has permanent or temporary custody of the child and when possible, the parent. This plan must be revised and updated at least every three months, every seven days for ITS, with documented involvement of the agency which has permanent or temporary custody of the child. Documented involvement can be written approval of the individual plan of care by the agency which has permanent or temporary custody of the child and indicated by the signature of the agency case worker or liaison on the individual plan of care. It is acceptable in circumstances where it is necessary to fax a service plan to someone for review and then have them fax back their signature; however, the provider obtains the original signature for the clinical file within 30 days. No stamped or photo copied signatures are allowed. An individual plan of care is considered inherent in the provision of therapy and is not covered as a separate item of behavior management services. The individual plan of care is individualized taking into account the child's age, history, diagnosis, functional levels, and culture. It includes appropriate goals and time limited and measurable objectives. Each member's individual plan of care must also address the provider

agency's plans with regard to the provision of services in each of the following areas:

- (i) group therapy;
  - (ii) individual therapy;
  - (iii) family therapy;
  - (iv) alcohol and other drug counseling;
  - (v) basic living skills redevelopment;
  - (vi) social skills redevelopment;
  - (vii) behavior redirection; and
  - (viii) the provider agency's plan to access appropriate educational placement services. (Any educational costs are excluded from calculation of the daily rate for behavior management services.)
- (B) **Individual therapy.** The provider agency must provide individual therapy on a weekly basis with a minimum of one or more sessions totaling one hour or more of treatment per week to children and youth receiving RBMS in Level D, Level D+ homes, Level E Homes, Independent Living Homes, and Sanctions Homes. ITS Level residents will receive a minimum of five or more sessions totaling a minimum of five or more hours of individual therapy per week. Members residing in Diagnostic and Evaluation Centers and Level C Group Homes receive Individual Therapy on an as needed basis. Individual therapy must be age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. Individual counseling is a face to face, one to one service, and must be provided in a confidential setting.
  - (C) **Group therapy.** The provider agency must provide group therapy to children and youth receiving residential behavioral management services. Group therapy must be a face to face interaction, age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. The minimum expected occurrence would be one hour per week in Level D, Level C, and Independent Living. Two hours per week are required in Levels D+ and E. Ten hours per week are required in Sanctions Homes, Intensive Treatment Service Level. Group therapy is not required for Diagnostic and Evaluation Centers. Group size should not exceed six members and group therapy sessions must be provided in a confidential setting. One half hour of individual therapy may be substituted for one hour of group therapy.
  - (D) **Family therapy.** Family therapy is a face to face interaction between the therapist/counselor and family, to facilitate emotional, psychological or behavioral changes and promote successful communication and understanding. The provider agency must provide family therapy as indicated by the resident's individual plan of care. The agency must work with the caretaker to whom the resident will be discharged, as identified by the FCA custody worker. The agency must seek to support and enhance the child's relationships with family members (nuclear and appropriate extended), if the custody plan for the child indicates family reunification. The RBMS provider must also seek to involve the child's parents in treatment team meetings, plans and decisions and to keep them

informed of the child's progress in the program. Any service provided to the family must have the child as the focus.

- (E) **Alcohol and other drug abuse treatment education, prevention, therapy.** The provider agency must provide alcohol and other drug abuse treatment for residents who have emotional or behavioral problems related to substance abuse/chemical dependency, to begin, maintain and enhance recovery from alcoholism, problem drinking, drug abuse, drug dependency addiction or nicotine use and addiction. This service is considered ancillary to any other formal treatment program in which the child participates for treatment and rehabilitation. For residents who have no identifiable alcohol or other drug use, abuse, or dependency, age appropriate education and prevention activities are appropriate. These may include self esteem enhancement, violence alternatives, communication skills or other skill development curriculums.
- (F) **Basic living skills redevelopment.** The provider agency must provide goal directed activities designed for each resident to restore, retain, and improve those basic skills necessary to independently function in a family or community. Basic living skills redevelopment is age appropriate and relevant to the goals and objectives of the individual plan of care. This may include food planning and preparation, maintenance of personal hygiene and living environment, household management, personal and household shopping, community awareness and familiarization with community resources, mobility skills, job application and retention skills.
- (G) **Social skills redevelopment.** The provider agency must provide goal directed activities designed for each resident to restore, retain and improve the self help, communication, socialization, and adaptive skills necessary to reside successfully in home and community based settings. These are age appropriate, culturally sensitive and relevant to the goals of the individual plan of care. For ITS level of care, the minimum skill redevelopment per day is three hours. Any combination of basic living skills and social skills redevelopment that is appropriate to the need and developmental abilities of the child is acceptable.
- (H) **Behavior redirection.** The provider agency must be able to provide behavior redirection management by agency staff as needed 24 hours a day, 7 days per week. The agency must ensure staff availability to respond in a crisis to stabilize residents' behavior and prevent placement disruption. In addition, ITS group homes will be required to provide crisis stabilization interaction and treatment for new residents 24 hours a day, seven days a week.
- (4) **Providers.** For eligible RBMS agencies to bill the Oklahoma Health Care Authority for services of their providers, the provider of individual, group and family therapies must:
  - (A) be a licensed psychologist, social worker (clinical specialty only), professional counselor, marriage and family therapist, or behavioral practitioner, or under board supervision to be licensed in one of the above stated areas; or

- (B) have one year of experience in a behavioral health treatment program and a master's degree in a mental health treatment field licensable in Oklahoma by one of the following licensing boards:
    - (i) Psychology,
    - (ii) Social work (clinical specialty only),
    - (iii) Licensed professional counselor,
    - (iv) Licensed marriage and family therapist, or
    - (v) Licensed behavioral practitioner; or
  - (C) have a baccalaureate degree in a mental health field in one of the stated areas listed in (B) of this paragraph AND three or more years post-baccalaureate experience in providing direct patient care in a behavioral health treatment setting and be provided a minimum of weekly supervision by a staff member licensed as listed in (A) of this paragraph; or
  - (D) be a registered psychiatric nurse; AND
  - (E) demonstrate a general professional or educational background in the following areas:
    - (i) case management, assessment and treatment planning;
    - (ii) treatment of victims of physical, emotional, and sexual abuse;
    - (iii) treatment of children with attachment disorders;
    - (iv) treatment of children with hyperactivity or attention deficit disorders;
    - (v) treatment methodologies for emotional disturbed children and youth;
    - (vi) normal childhood development and the effect of abuse and/or neglect on childhood development;
    - (vii) treatment of children and families with substance abuse and chemical dependency disorders;
    - (viii) anger management; and
    - (ix) crisis intervention.
- (5) For eligible RBMS agencies to bill the Oklahoma Health Care Authority for services provided by their staff for behavior management therapies (Individual, Group, Family) as of July 1, 2007, providers must have the following qualifications:
  - (A) be licensed in the state in which the services are delivered as a licensed psychologist, social worker (clinical specialty only), professional counselor, marriage and family therapist, or behavioral practitioner, alcohol and drug counselor or under Board approved Supervision to be licensed in one of the above stated areas; or
  - (B) be licensed as an Advanced Practice Nurse certified in a psychiatric mental health specialty, licensed as a registered nurse with a current certification of recognition from the Board of Nursing in the state in which services are provided, AND
  - (C) demonstrate a general professional or educational background in the following areas:
    - (i) case management, assessment and treatment planning;
    - (ii) treatment of victims of physical, emotional, and sexual abuse;
    - (iii) treatment of children with attachment disorders;



- (iv) treatment of children with hyperactivity or attention deficit disorders;
  - (v) treatment methodologies for emotionally disturbed children and youth;
  - (vi) normal childhood development and the effect of abuse and/or neglect on childhood development;
  - (vii) treatment of children and families with substance abuse and chemical dependency disorders;
  - (viii) anger management; and
  - (ix) crisis intervention.
- (D) Staff providing basic living skills redevelopment, social skills redevelopment, and alcohol and other substance abuse treatment, must meet one of the following areas:
    - (i) Bachelor's or Master's degree in a behavioral health related field including but not limited to, psychology, sociology, criminal justice, school guidance and counseling, social work, occupational therapy, family studies, alcohol and drug; or
    - (ii) a current license as a registered nurse in Oklahoma; or
    - (iii) certification as an Alcohol and Drug Counselor to provide substance abuse rehabilitative treatment to those with alcohol and/or other drug dependencies or addictions as a primary or secondary DMS-IV Axis I diagnosis; or
    - (iv) current certification as a Behavioral Health Case Manager from DMHSAS and meets OHCA requirements to perform case management services, as described in OAC 317:30-5-595.
  - (E) Staff providing behavior redirection services must have current certification and required updates in nationally recognized behavior management techniques, such as Controlling Aggressive Patient Environment (CAPE) or MANDT. Additionally, staff providing these services must receive initial and ongoing training in at least one of the following areas:
    - (i) trauma informed methodology,
    - (ii) anger management,
    - (iii) crisis intervention,
    - (iv) normal child and adolescent development and the effect of abuse,
    - (v) neglect and/or violence on such development,
    - (vi) grief and loss issues for children in out of home placement,
    - (vii) interventions with victims of physical, emotional and sexual abuse,
    - (viii) care and treatment of children with attachment disorders,
    - (ix) care and treatment of children with hyperactive, or attention deficit, or conduct disorders,
    - (x) care and treatment of children, youth and families with substance abuse and chemical dependency disorders,
    - (xi) passive physical restraint procedures,
    - (xii) procedures for working with delinquents or the Inpatient Mental Health and Substance Abuse Treatment of Minors Act.

- o (F) In addition, Behavioral Management staff must have access to consultation with an appropriately licensed mental health professional.

317:30-5-1044. Payment rates

Revised 1-14-10

Payment is made at the lower of the provider's usual and customary charge or the OHCA fee schedule for SoonerCare compensable services.

317:30-5-1043. Coverage by category

Revised 1-14-10

(a) Adults. Residential Behavioral Management Services (RBMS) in Group Settings and Non-Secure Diagnostic and Evaluation Center Services are not covered for adults.

(b) Children. Residential Behavioral Management Services in Group Settings and Non-Secure Diagnostic and Evaluation Centers are covered for children as set forth in this subsection.

- (1) **Description.** Residential Behavior Management Services are provided by Foster Care Agencies (FCA) for children in the care and custody of the State who have special psychological, behavioral, emotional and social needs that require more intensive care than can be provided in a family or foster home setting. The behavior management services are provided in the least restrictive environment and within a therapeutic milieu. The group setting is restorative in nature, allowing children with emotional and psychological problems to develop the necessary control to function in a less restrictive setting. Residential Behavior Management Services are reimbursed in accordance with the intensity of supervision and treatment required for the group setting in which the child is placed. Members residing in a Level B and Intensive Treatment Services (ITS) Group Homes receive maximum supervision and treatment. In addition, ITS group homes provide crisis and stabilization intervention and treatment. Members residing in a Level D+ Group Home receive highly intensive supervision and treatment. Members residing in a Level D Group Home receive close supervision and moderate treatment. Members residing in a Level C Group Home receive minimum supervision and treatment. Members residing in Residential Diagnostic and Evaluation Centers receive intensive supervision and a 20 day comprehensive assessment. Members residing in a Sanctions Home

receive highly intensive supervision and treatment. Members residing in an Independent Living Group Home receive intensive supervision and treatment. It is expected that RBMS in group settings are an all-inclusive array of treatment services provided in one day. In the case of a child who needs additional specialized services, under the Rehabilitation Option or by a psychologist, prior authorization by the OHCA or designated agent is required. Only specialized rehabilitation or psychological treatment services to address unique, unusual or severe symptoms or disorders will be authorized. If additional services are approved, the FCA collaborates with the provider of such services as directed by the OHCA or its agent. Any additional specialized behavioral health services provided to children in state custody are funded in the normal manner. The FCA must provide concurrent documentation that these services are not duplicative. The OHCDS determines the need for RBMS.

- (2) **Medical necessity criteria.** The following medical necessity criteria must be met for residential behavior Management Services.
  - (A) Any DSM-IV AXIS I primary diagnosis, with the exception of V codes, with a detailed description of the symptoms supporting the diagnosis. A detailed description of the child's emotional, behavioral and psychological condition must be on file. A diagnosis is not required for behavior management services provided in Diagnostic and Evaluation centers.
  - (B) The child is medically stable and not actively suicidal or homicidal and not in need of substance abuse detoxification services.
  - (C) It has been determined by the FCA that the current disabling symptoms could not have been or have not been manageable in a less intensive treatment program.
  - (D) Documentation that the child's presenting emotional and/or behavioral problems prevent the child from living in a traditional family home. The child requires the availability of 24 hour crisis response/behavior management and intensive clinical interventions from professional staff.
  - (E) The agency which has permanent or temporary custody of the child agrees to active participation in the child's treatment needs and planning.
  - (F) All of the medical necessity criteria must also be met for continued stay in residential group settings.
- (3) **Treatment components.**
  - (A) **Individual plan of care development.** A comprehensive individualized plan of care for each resident shall be formulated by the provider agency staff within 30 days of admission, for ITS level within 72 hours, with documented input from the agency which has permanent or temporary custody of the child and when possible, the parent. This plan must be revised and updated at least every three months, every seven days for ITS, with documented involvement of the agency which has permanent or temporary custody of the child. Documented involvement can be written approval of the individual plan of care by the agency which has permanent or temporary custody of the child and indicated by the signature of the agency case worker or liaison on the individual plan of care. It is acceptable in circumstances where it is necessary to fax a service plan to someone for review and then have them fax back their

signature; however, the provider obtains the original signature for the clinical file within 30 days. No stamped or photo copied signatures are allowed. An individual plan of care is considered inherent in the provision of therapy and is not covered as a separate item of behavior management services. The individual plan of care is individualized taking into account the child's age, history, diagnosis, functional levels, and culture. It includes appropriate goals and time limited and measurable objectives. Each member's individual plan of care must also address the provider agency's plans with regard to the provision of services in each of the following areas:

- (i) group therapy;
  - (ii) individual therapy;
  - (iii) family therapy;
  - (iv) alcohol and other drug counseling;
  - (v) basic living skills redevelopment;
  - (vi) social skills redevelopment;
  - (vii) behavior redirection; and
  - (viii) the provider agency's plan to access appropriate educational placement services. (Any educational costs are excluded from calculation of the daily rate for behavior management services.)
- (B) **Individual therapy.** The provider agency must provide individual therapy on a weekly basis with a minimum of one or more sessions totaling one hour or more of treatment per week to children and youth receiving RBMS in Level D, Level D+ homes, Level E Homes, Independent Living Homes, and Sanctions Homes. ITS Level residents will receive a minimum of five or more sessions totaling a minimum of five or more hours of individual therapy per week. Members residing in Diagnostic and Evaluation Centers and Level C Group Homes receive Individual Therapy on an as needed basis. Individual therapy must be age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. Individual counseling is a face to face, one to one service, and must be provided in a confidential setting.
  - (C) **Group therapy.** The provider agency must provide group therapy to children and youth receiving residential behavioral management services. Group therapy must be a face to face interaction, age appropriate and the techniques and modalities employed relevant to the goals and objectives of the individual's plan of care. The minimum expected occurrence would be one hour per week in Level D, Level C, and Independent Living. Two hours per week are required in Levels D+ and E. Ten hours per week are required in Sanctions Homes, Intensive Treatment Service Level. Group therapy is not required for Diagnostic and Evaluation Centers. Group size should not exceed six members and group therapy sessions must be provided in a confidential setting. One half hour of individual therapy may be substituted for one hour of group therapy.
  - (D) **Family therapy.** Family therapy is a face to face interaction between the therapist/counselor and family, to facilitate emotional, psychological or behavioral changes and promote successful communication and

understanding. The provider agency must provide family therapy as indicated by the resident's individual plan of care. The agency must work with the caretaker to whom the resident will be discharged, as identified by the FCA custody worker. The agency must seek to support and enhance the child's relationships with family members (nuclear and appropriate extended), if the custody plan for the child indicates family reunification. The RBMS provider must also seek to involve the child's parents in treatment team meetings, plans and decisions and to keep them informed of the child's progress in the program. Any service provided to the family must have the child as the focus.

- (E) **Alcohol and other drug abuse treatment education, prevention, therapy.** The provider agency must provide alcohol and other drug abuse treatment for residents who have emotional or behavioral problems related to substance abuse/chemical dependency, to begin, maintain and enhance recovery from alcoholism, problem drinking, drug abuse, drug dependency addiction or nicotine use and addiction. This service is considered ancillary to any other formal treatment program in which the child participates for treatment and rehabilitation. For residents who have no identifiable alcohol or other drug use, abuse, or dependency, age appropriate education and prevention activities are appropriate. These may include self esteem enhancement, violence alternatives, communication skills or other skill development curriculums.
- (F) **Basic living skills redevelopment.** The provider agency must provide goal directed activities designed for each resident to restore, retain, and improve those basic skills necessary to independently function in a family or community. Basic living skills redevelopment is age appropriate and relevant to the goals and objectives of the individual plan of care. This may include food planning and preparation, maintenance of personal hygiene and living environment, household management, personal and household shopping, community awareness and familiarization with community resources, mobility skills, job application and retention skills.
- (G) **Social skills redevelopment.** The provider agency must provide goal directed activities designed for each resident to restore, retain and improve the self help, communication, socialization, and adaptive skills necessary to reside successfully in home and community based settings. These are age appropriate, culturally sensitive and relevant to the goals of the individual plan of care. For ITS level of care, the minimum skill redevelopment per day is three hours. Any combination of basic living skills and social skills redevelopment that is appropriate to the need and developmental abilities of the child is acceptable.
- (H) **Behavior redirection.** The provider agency must be able to provide behavior redirection management by agency staff as needed 24 hours a day, 7 days per week. The agency must ensure staff availability to respond in a crisis to stabilize residents' behavior and prevent placement disruption. In addition, ITS group homes will be required to provide crisis stabilization interaction and treatment for new residents 24 hours a day, seven days a week.

- (4) Providers. For eligible RBMS agencies to bill the Oklahoma Health Care Authority for services of their providers, the provider of individual, group and family therapies must:
  - (A) be a licensed psychologist, social worker (clinical specialty only), professional counselor, marriage and family therapist, or behavioral practitioner, or under board supervision to be licensed in one of the above stated areas; or
  - (B) have one year of experience in a behavioral health treatment program and a master's degree in a mental health treatment field licensable in Oklahoma by one of the following licensing boards:
    - (i) Psychology,
    - (ii) Social work (clinical specialty only),
    - (iii) Licensed professional counselor,
    - (iv) Licensed marriage and family therapist, or
    - (v) Licensed behavioral practitioner; or
  - (C) have a baccalaureate degree in a mental health field in one of the stated areas listed in (B) of this paragraph AND three or more years post-baccalaureate experience in providing direct patient care in a behavioral health treatment setting and be provided a minimum of weekly supervision by a staff member licensed as listed in (A) of this paragraph; or
  - (D) be a registered psychiatric nurse; AND
  - (E) demonstrate a general professional or educational background in the following areas:
    - (i) case management, assessment and treatment planning;
    - (ii) treatment of victims of physical, emotional, and sexual abuse;
    - (iii) treatment of children with attachment disorders;
    - (iv) treatment of children with hyperactivity or attention deficit disorders;
    - (v) treatment methodologies for emotional disturbed children and youth;
    - (vi) normal childhood development and the effect of abuse and/or neglect on childhood development;
    - (vii) treatment of children and families with substance abuse and chemical dependency disorders;
    - (viii) anger management; and
    - (ix) crisis intervention.
- (5) For eligible RBMS agencies to bill the Oklahoma Health Care Authority for services provided by their staff for behavior management therapies (Individual, Group, Family) as of July 1, 2007, providers must have the following qualifications:
  - (A) be licensed in the state in which the services are delivered as a licensed psychologist, social worker (clinical specialty only), professional counselor, marriage and family therapist, or behavioral practitioner, alcohol and drug counselor or under Board approved Supervision to be licensed in one of the above stated areas; or
  - (B) be licensed as an Advanced Practice Nurse certified in a psychiatric mental health specialty, licensed as a registered nurse with a current

certification of recognition from the Board of Nursing in the state in which services are provided, AND

- o (C) demonstrate a general professional or educational background in the following areas:
  - (i) case management, assessment and treatment planning;
  - (ii) treatment of victims of physical, emotional, and sexual abuse;
  - (iii) treatment of children with attachment disorders;
  - (iv) treatment of children with hyperactivity or attention deficit disorders;
  - (v) treatment methodologies for emotionally disturbed children and youth;
  - (vi) normal childhood development and the effect of abuse and/or neglect on childhood development;
  - (vii) treatment of children and families with substance abuse and chemical dependency disorders;
  - (viii) anger management; and
  - (ix) crisis intervention.
- o (D) Staff providing basic living skills redevelopment, social skills redevelopment, and alcohol and other substance abuse treatment, must meet one of the following areas:
  - (i) Bachelor's or Master's degree in a behavioral health related field including but not limited to, psychology, sociology, criminal justice, school guidance and counseling, social work, occupational therapy, family studies, alcohol and drug; or
  - (ii) a current license as a registered nurse in Oklahoma; or
  - (iii) certification as an Alcohol and Drug Counselor to provide substance abuse rehabilitative treatment to those with alcohol and/or other drug dependencies or addictions as a primary or secondary DMS-IV Axis I diagnosis; or
  - (iv) current certification as a Behavioral Health Case Manager from DMHSAS and meets OHCA requirements to perform case management services, as described in OAC 317:30-5-595.
- o (E) Staff providing behavior redirection services must have current certification and required updates in nationally recognized behavior management techniques, such as Controlling Aggressive Patient Environment (CAPE) or MANDT. Additionally, staff providing these services must receive initial and ongoing training in at least one of the following areas:
  - (i) trauma informed methodology,
  - (ii) anger management,
  - (iii) crisis intervention,
  - (iv) normal child and adolescent development and the effect of abuse,
  - (v) neglect and/or violence on such development,
  - (vi) grief and loss issues for children in out of home placement,
  - (vii) interventions with victims of physical, emotional and sexual abuse,
  - (viii) care and treatment of children with attachment disorders,

- (ix) care and treatment of children with hyperactive, or attention deficit, or conduct disorders,
  - (x) care and treatment of children, youth and families with substance abuse and chemical dependency disorders,
  - (xi) passive physical restraint procedures,
  - (xii) procedures for working with delinquents or the Inpatient Mental Health and Substance Abuse Treatment of Minors Act.
- (F) In addition, Behavioral Management staff must have access to consultation with an appropriately licensed mental health professional.

317:30-5-1044. Payment rates

Revised 1-14-10

Payment is made at the lower of the provider's usual and customary charge or the OHCA fee schedule for SoonerCare compensable services.

317:30-5-1045. Billing

Issued 5-11-98

(a) Billing is on the HCFA-1500.

(b) Claims should not be submitted until the Medicaid eligibility of the individual has been determined. However, a claim must be received by the fiscal agent within 12 months of the date of service. If the eligibility of the individual has not been determined after ten months from the date of service, a claim is submitted in order to assure that the claim is timely filed and reimbursement from Title XIX funds can be made should the individual be determined eligible at a later date.

317:30-5-1046.  
Documentation of  
records and records  
review



Revised 1-14-10

(a) The FCA and the facilities with whom it contracts must maintain appropriate records system. Current individual plans of care, case files, and progress notes are maintained in the facilities' files during the time the child or youth is receiving services. All services rendered must be reflected by documentation in the case records.

(b) OHCA and the Centers for Medicare and Medicaid Services (CMS) may evaluate through inspection or other means, the quality, appropriateness and timeliness of services provided by the FCA or facilities with whom it contracts.

(c) All residential behavioral management services in group settings and non-secure diagnostic and evaluation centers must be reflected by documentation in the patients' records. Individual, group, family, and alcohol and other drug counseling and social and basic living skills development services must include all of the following:

- (1) date;
- (2) start and stop time for each session;
- (3) signature of the therapist/staff providing service;
- (4) credentials of therapist/staff providing service;
- (5) specific problem(s) addressed (problem must be identified on individualized plan of care);
- (6) methods used to address problem(s);
- (7) progress made toward goals;
- (8) patient response to the session or intervention; and
- (9) any new problem(s) identified during the session.

317:30-5-1047. Confidentiality of information

Revised 1-14-10

In accordance with the provisions of 42 CFR 431, Subpart F, the FCA and the facilities with whom it contracts must safeguard information about the member.

