

To: Oklahoma County

**Re: FY25 RFP Amendment
PO # 4529067445**

Date: April 23, 2025

The Oklahoma Department of Mental Health and Substance Abuse Services amends your FY25 RFP renewal contract with an updated funding/category. This does not affect the funding amount.

The attached County Community safety Investment Fund (SQ781) Amendment Request should be included under RFP contract – **Responding Bidder Information, Section Nine, Expenses (Cost), RFP Diversion Court Budget.**

This amendment should be made a part of your contract.

Please indicate your acceptance of these conditions by your approval at your earliest convenience.

Thank you,

Ariel Dean

Ariel Dean, CPO
Provider Contract Manager

eCRW20677

**ADDRESS**

2000 N Classen Blvd, Ste 2-600
Oklahoma City, OK 73106

**PHONE**

1 (800) 522-9054

**WEBSITE**

oklahoma.gov/odmhsas



Kevin Stitt | Governor

 **WEBSITE**
oklahoma.gov/odmhsas

County Community Safety Investment Fund (SQ781) Amendment Request

County: Oklahoma County

Contact Name: Tony McClain **Phone Number:** 405-921-8737

Email: Tony.McClain@oscn.net

Please complete the following for all requested amendments:

Request to amend the funding/category or service provided: ☒ Yes ☐ No

If yes, please complete the information below. If not, please skip to the next section.

Funding Category/Service in Approved Bid	Requested Amendment	Reason for Request
ReMerge- Funds to assist supervision of ReMerge participants, specifically home visits and oversight for their expanded capacity to serve 75 participants at a time. This service is not eligible for compensation by a Medicaid or ODMHSAS contract.	ReMerge – Removing housing barriers creates stability, which is crucial for meaningful progress in treatment and recovery. This funding will provide ReMerge participants with safe and sober housing, as well as utility and deposit assistance. While most social programs typically cover one month of sober living, this dedicated funding can offer additional support for participants in need.	The FY25 budget included a \$35,000 allocation for Supervision. However, ReMerge has successfully secured alternative resources for supervision, rendering this category unnecessary. We are requesting to reallocate this \$35,000 to a newly created category called ReMerge Housing assistance. ReMerge has identified housing as a top need for the program.

Request to amend the budget:



ADDRESS

2000 N Classen Blvd, Ste 2-600
Oklahoma City, OK 73106



PHONE

1 (800) 522-9054



WEBSITE

oklahoma.gov/odmhsas

Service & Budgeted Amount in Approved Bid	Amount of Budget to be moved	Funding to be moved to the following service	Reason for Request
DREAMS court Compliance testing: Additional testing for medication compliance for DREAMS Court participants. This funding will allow for one compliance test per active participant each month for one year. Compliance testing results can help the multidisciplinary team of recovery navigators, treatment providers, supervision engagement officers, and the judge make better decisions regarding program decisions for each DREAMS Court participant. Amount approved was \$90,000	We are requesting to move \$55,000.	Program Training - With many new team members, this funding will provide training, especially for the Program Director to ensure evidence-based best practices are being followed by the team. Training priority includes national and state conferences for Program Director and Program Coordinators.	<p>We are requesting this support to ensure our teams can attend the ALLRISE training and the Momentum conference this year. Many of our staff members are either new to their positions or have recently reached their one-year mark. With the restructuring of the Phase structure, it is essential for our team to participate in the ALLRISE training to effectively adapt to these changes.</p> <p>Compliance with best practices remains a crucial benchmark for our program, and this additional funding would enable our court teams to enhance their professional development. It</p>

			<p>will provide a deeper understanding of their roles, the treatment court system as a whole, and the newly implemented phase structures.</p> <p>Any remaining funds, after covering the costs of ALLRISE and Momentum, will be allocated to additional training opportunities as identified by the team following the ALLRISE conference.</p>

Please attach documentation that this amendment request has been approved by the County Commissioners.

OKLAHOMA COUNTY

*Oklahoma County Office Building
320 Robert S Kerr Ave,
Oklahoma City, OK 73102
BOCC Meeting Room 204*

8:20:08 AM

FILED IN OFFICE
COUNTY CLERK
OKLAHOMA CITY, OKLA

Mar 18 2025
Maressa Treat,
County Clerk. Okla. Cnty.



Maressa Treat

Board of County Commissioners Regular Meeting Agenda

Wednesday, March 19, 2025

9:00 AM

*Myles Davidson - Chair
Brian Maughan - Vice-Chair*

YouTube: https://www.youtube.com/channel/UCz_5jEcl6kV8f6Y71exwfJA

***Recorded in the
Oklahoma County Clerk's Office***

Call to Order

Roll Call

Notice of the meeting was properly posted on March 18, 2025.

For purposes of this agenda “Action” means any of the following: amending, approving, approving as amended, deferring, denying, giving instructions to staff, making a recommendation to another public body, receiving documents or presentations, referring to committee, reconsidering, re-opening, returning, or striking the item.

Prayer and Pledge of Allegiance

Approval of Minutes

1. Discussion and possible action regarding the minutes of the meeting held on March 12, 2025 prepared by the County Clerk as authorized by statute (19 O.S. §243, 244, and 445) subject to additions or corrections by the Board of County Commissioners.

[03-12-2025 BOCC Minutes](#)

Recurring Agenda Items:

2. Discussion and possible action regarding all claims; list is attached and available for inspection in the Office of the County Clerk, Room 203.

[BOCC Claims](#)

[BOCC Payroll](#)

3. Discussion and possible action regarding payment of Purchase Card Statement dated 2-28-25 to Bank of America for purchase(s) made using Oklahoma County purchase card(s). Requested by Ashley McMichael, Purchasing Department.

[6404-Statement-20250228 Packet](#)

4. Discussion and possible action regarding Resolution No. 2025-1056 for Blanket Purchase Orders as submitted by each department, list available for inspection in the office of the County Clerk, Room 203.

[Resolution No. 2025-1056 Blanket Report 3-17-25](#)

Consent Agenda

Items on the consent agenda are routine in nature and approved with a single vote. However, any item on the consent agenda is subject to individual consideration at the request of a member of the body.

5. Discussion and possible action regarding Workers' Compensation claim payments from Consolidated Benefits Resources in the amount of \$8,658.17 for the period of

03-11-2025. Item requested by Karen Kint, Director of HR & Safety.

[WC Listing 3-11-2025](#)

6. Cancel check number 101029601 in the amount of \$15,000.00 issued to Doug Sanderson/Postmaster dated 1-6-2025. Reissue on 3-19-2025.
7. Litigation:

Case No. CV-2024-3112 Notice of Condemnation Proceeding
Case No. TC-2025-005 Tort Claim
Case No. CV-2025-182 Journal Entry of Judgment
8. Election Board Monthly Report. February 2025

[Election Board Monthly Report. February 2025](#)
9. Monthly Report of Fees for the month of February 2025 for the Oklahoma County Juvenile Bureau.

[Monthly Report of Fees for February 2025](#)
10. Monthly Report of Officers for February 2025 for the Oklahoma County Juvenile Bureau

[Monthly Report of Officers for February 2025](#)

End of Consent Docket

Departmental Items

Emergency Management

11. Discussion, review, and possible action regarding a Disaster Emergency Declaration for Oklahoma County, in response to the significant Wildland Fire Threats and conditions beginning March 14, 2025, and continuing. This Emergency Declaration commences upon signature by the Oklahoma County Board of County Commissioners and includes March 14, 2025 through April 12, 2025, unless extended or rescinded by the Oklahoma County Board of County Commissioners.

[3-17-25 Disaster Emergency Declaration](#)

Engineering

12. Discussion and possible action regarding Change Order No. 1 to the Agreement for Services between Caddell & Co., LLC and the Board of County Commissioners of Oklahoma County for Court Clerk Social Distancing-ARPA Project # 10033. This change order is necessary to demo existing VAV, provide and install new along with ductwork and grilles, controls, insulation and tab in the amount of Twenty-Four Thousand Two Hundred Sixty-Nine Dollars and 20 cents (\$24,269.20). Purchase Order

22503684 has been issued to cover this additional fee. Requested by Stacey Trumbo, PE, County Engineer.

[CO #1 Caddell](#)

13. Discussion and possible action regarding signing the claim form from Pinnacle for acquisition services for Bridge and Approaches Replacement Project: J/P 28718(05) Luther Rd over North Canadian River. Requested by Stacey Trumbo, PE, County Engineer.

[parcel 4](#)

Public Defender

14. Discussion and possible action regarding the reallocation of funding categories within the County Community Safety Investment Funds. Requested by Bridgette Biffle, Public Defender and Tony McClain, Director of Diversion Programs.

Commissioners Comments/General Remarks:

New Business: In accordance with the Open Meeting Act, Title 25 O.S. § 311.A.9, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

Recess into executive session

15. To enter into executive session pursuant to 25 O.S. 307 (B) (4) to engage in confidential communications between the public body and its attorney concerning a pending investigation, claim or action in *Brussia Ramirez Hidrogo v BOCC*, CJ-2022-2871, and where on advice of its attorney, the board has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. Requested by Rod Heggy, ADA.
16. To enter into executive session pursuant to 25 O.S. 307 (B) (1) to engage in confidential communications regarding the discussion and appointment of an individual salaried employee to serve as County Manager for the Board of County Commissioners. Requested by Myles Davidson, Chairman of the Board.

Return from executive session

17. Action regarding in confidential communications between the public body and its attorney concerning a pending investigation, claim or action in *Brussia Ramirez Hidrogo v BOCC*, CJ-2022-2871, and where on advice of its attorney, the board has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. Requested by Rod Heggy, ADA.
18. Action regarding the discussion and appointment of an individual salaried employee to serve as County Manager for the Board of County Commissioners. Requested by Myles Davidson, Chairman of the Board.

Citizen Participation: “Citizens may address the Board during open meetings under the agenda item “Citizen’s Participation.” However, the Board cannot discuss, take action or make any decisions on matters not on the current agenda. Please fill out a “Citizen’s Participation” request form provided by the County Clerk’s office or complete the fillable form that will be provided by PublicComment@oklahomacounty.org and submit via email or hand the form to the recording secretary prior to the meeting.

Adjourn

OKLAHOMA COUNTY

*Oklahoma County Office Building
320 Robert S Kerr Ave,
Oklahoma City, OK 73102*



Board of County Commissioners Meeting Minutes

Wednesday, March 19, 2025

9:00 AM

*Myles Davidson - Chair
Brian Maughan - Vice-Chair*

YouTube: https://www.youtube.com/channel/UCz_5jEcl6kV8f6Y71exwfJA

*Recorded in the
Oklahoma County Clerk's Office*

Call to Order

Roll Call

Present: 3 - County Commissioner Myles Davidson, County Commissioner Brian Maughan, and District 1 - Chief Deputy Joe Blough

Notice of the meeting was properly posted on March 18, 2025.

For purposes of this agenda “Action” means any of the following: amending, approving, approving as amended, deferring, denying, giving instructions to staff, making a recommendation to another public body, receiving documents or presentations, referring to committee, reconsidering, re-opening, returning, or striking the item.

Prayer and Pledge of Allegiance was led by Rev. Dr. Dave Hockensmith.

Approval of Minutes

1. Discussion and possible action regarding the minutes of the meeting held on March 12, 2025 prepared by the County Clerk as authorized by statute (19 O.S. §243, 244, and 445) subject to additions or corrections by the Board of County Commissioners.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

Recurring Agenda Items:

2. Discussion and possible action regarding all claims; list is attached and available for inspection in the Office of the County Clerk, Room 203.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

3. Discussion and possible action regarding payment of Purchase Card Statement dated 2-28-25 to Bank of America for purchase(s) made using Oklahoma County purchase card(s). Requested by Ashley McMichael, Purchasing Department.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

4. Discussion and possible action regarding Resolution No. 2025-1056 for Blanket Purchase Orders as submitted by each department, list available for inspection in the office of the County Clerk, Room 203.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

Consent Agenda

Items on the consent agenda are routine in nature and approved with a single vote. However, any item on the consent agenda is subject to individual consideration at the request of a member of the body.

The following items are Consent Items and are routine in nature:

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

5. Discussion and possible action regarding Workers' Compensation claim payments from Consolidated Benefits Resources in the amount of \$8,658.17 for the period of 03-11-2025. Item requested by Karen Kint, Director of HR & Safety.
6. Cancel check number 101029601 in the amount of \$15,000.00 issued to Doug Sanderson/Postmaster dated 1-6-2025. Reissue on 3-19-2025.
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9. Monthly Report of Fees for the month of February 2025 for the Oklahoma County Juvenile Bureau.
10. Monthly Report of Officers for February 2025 for the Oklahoma County Juvenile Bureau

End of Consent Docket

Departmental Items

Emergency Management

11. Discussion, review, and possible action regarding a Disaster Emergency Declaration for Oklahoma County, in response to the significant Wildland Fire Threats and conditions beginning March 14, 2025, and continuing. This Emergency Declaration commences upon signature by the Oklahoma County Board of County Commissioners and includes March 14, 2025 through April 12, 2025, unless extended or rescinded by the Oklahoma County Board of County Commissioners.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

Engineering

12. Discussion and possible action regarding Change Order No. 1 to the Agreement for Services between Caddell & Co., LLC and the Board of County Commissioners of Oklahoma County for Court Clerk Social Distancing-ARPA Project # 10033. This change order is necessary to demo existing VAV, provide and install new along with

ductwork and grilles, controls, insulation and tab in the amount of Twenty-Four Thousand Two Hundred Sixty-Nine Dollars and 20 cents (\$24,269.20). Purchase Order 22503684 has been issued to cover this additional fee. Requested by Stacey Trumbo, PE, County Engineer.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

13. Discussion and possible action regarding signing the claim form from Pinnacle for acquisition services for Bridge and Approaches Replacement Project: J/P 28718(05) Luther Rd over North Canadian River. Requested by Stacey Trumbo, PE, County Engineer.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

Public Defender

14. Discussion and possible action regarding the reallocation of funding categories within the County Community Safety Investment Funds. Requested by Bridgette Biffle, Public Defender and Tony McClain, Director of Diversion Programs.

Maughan moved, Blough seconded, to approve. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

Commissioners Comments/General Remarks

New Business

Recess into executive session

Maughan moved, Blough seconded, to recess at 9:16 a.m. The motion carried by the following vote:

Aye: 2 - Davidson and Maughan

15. To enter into executive session pursuant to 25 O.S. 307 (B) (4) to engage in confidential communications between the public body and its attorney concerning a pending investigation, claim or action in *Brussia Ramirez Hidrogo v BOCC*, CJ-2022-2871, and where on advice of its attorney, the board has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. Requested by Rod Heggy, ADA.
16. To enter into executive session pursuant to 25 O.S. 307 (B) (1) to engage in confidential communications regarding the discussion and appointment of an individual salaried employee to serve as County Manager for the Board of County Commissioners. Requested by Myles Davidson, Chairman of the Board.

Return from executive session

Maughan moved, Blough seconded, to return at 9:42 a.m. The motion carried by the

following vote:

Aye: 3 - Davidson, Maughan and Blough

17. Action regarding in confidential communications between the public body and its attorney concerning a pending investigation, claim or action in *Brussia Ramirez Hidrogo v BOCC*, CJ-2022-2871, and where on advice of its attorney, the board has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. Requested by Rod Heggy, ADA.

Maughan moved, Blough seconded, to proceed as discussed. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

18. Action regarding the discussion and appointment of an individual salaried employee to serve as County Manager for the Board of County Commissioners. Requested by Myles Davidson, Chairman of the Board.

Davidson moved, Maughan seconded, to submit for your approval of Resolution No. 2025-1058 which creates a position of county manager and to hire Jessica Clayton in that position and establish her as a salary employee and that her pay will be \$147,000 per year which is about what she's making now. The motion carried by the following vote:

Aye: 2 - Davidson and Maughan

No: 1 - Blough

Maughan moved, Davidson seconded, to receive document. The motion carried by the following vote:

Aye: 3 - Davidson, Maughan and Blough

No Citizen Participation

Adjourn

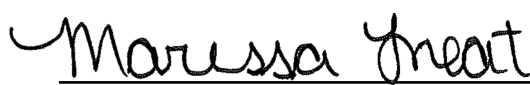
Maughan moved, Blough seconded, to adjourn at 9:45 a.m. The motion carried by the following vote:

Aye: 2 - Davidson and Blough

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA


Chair or Vice-Chair

ATTEST:


Maressa Treat,
County Clerk and Secretary to the Board





Purchase Order

Dispatch via Print

Mental Health & Subst Abuse Sv

CENTRAL OFFICE- CLASSEN
2000 N CLASSEN BLVD E600
OKLAHOMA CITY OK 73106

Supplier: 0000064333
OKLAHOMA COUNTY
COUNTY COMMISSIONERS
320 ROBERT S KERR AVE STE 201
OKLAHOMA CITY OK 73102-3441

Purchase Order	Date	Revision	Page
4529067445	04/24/2024		1
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone/Email	Currency	
Ariel Dean	405/248-9251	USD	

Ship To: OKLA DEPT OF MENTAL HEALTH & SAS
2000 N. CLASSEN BLVD E600
OKLAHOMA CITY OK 73106

Bill To: CENTRAL OFFICE- CLASSEN
2000 N CLASSEN BLVD E600
OKLAHOMA CITY OK 73106

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	92101800 /	Criminal Justice - County Community Safety Investment Fund (SQ781) - Oklahoma County - State	1.0000	EA	2,452,676.0000	2,452,676.00	04/24/2024

Total PO Amount

2,452,676.00

COMMENTS:

Award County Community Safety Investment Fund (SQ781) RFP to Oklahoma County.
Contract Period: January 15, 2024 to June 30, 2024
Ariel Dean 405-248-9251
Ariel.dean@odmhsas.org
AD 4/24/24

Authorized Signature

Ariel Dean

APPROVED

162637 , 4/24/2024, 12:30:20 PM

OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
Approval Document Signature - Oklahoma County
Document ID: 9801

Signed by: Durand Crosby

Date: 4/23/2024

Approval Status: Approved

Chief of Staff and Operations

Approved

Comments:



**OKLAHOMA
Mental Health &
Substance Abuse**

STATE OF OKLAHOMA CONTRACT WITH OKLAHOMA COUNTY

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma Department of Mental Health & Substance Abuse Services ("Agency") and Oklahoma County ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature.

Purpose

As authorized by 57 O.S. 631, the ODMHSAS is providing funds to counties for development and implementation of certain evidence-based programs through the "County Community Safety Investment Fund". The State is awarding the Contract to Supplier for the provision of the development and implementation of evidence-based: 1. Mental health and substance abuse treatment programs or other health care programs; 2. Pretrial diversion programs; 3. Employment programs; 4. Education programs; or 5. Housing programs, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, BAFO, vendor documents or confidentiality requests. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Oklahoma Department of Mental Health & Substance Abuses

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Agency Terms, Attachment C;
 - 2.4. Information Technology Terms, Intentionally Left Blank;
 - 2.5. Portions of the Bid, Attachment E

(For any that don't apply replace attachment name with Intentionally Left Blank)

3. The parties additionally agree:

3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
**Oklahoma Department of Mental health &
Substance Abuse Services**

Oklahoma County

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Brian Maughan

Chair, BOCC

3-1-24

ATTACHMENT A

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Oklahoma Department of Mental Health and Substance Abuse Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The solicitation is for: the development and implementation of evidence-based: 1. Mental health and substance abuse treatment programs or other health care programs; 2. Pretrial diversion programs; 3. Employment programs; 4. Education programs; or 5. Housing programs.

The Contract is awarded by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS).

The total number of awards and funding amounts of each award shall be at the discretion of the ODMHSAS and shall be based on total available funds as appropriated annually by the Oklahoma State Legislature, total award amount available per county as calculated by the Legislative Office of Fiscal Transparency, and the information provided in the proposal.

A maximum of one proposal per county shall be considered. Any eligible entity shall ensure that the proposal submitted has been appropriately reviewed through all necessary means and approvals to be submitted by the county government or multi-county government partnership.

1. **Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are two one-year options to renew the Contract.

2. Certain Contract requirements and terms are attached hereto as **EXHIBIT 1** and incorporated herein.

3. **Proposals may be submitted immediately.** Proposals will be evaluated and awarded as they are received.

EXHIBIT 1- Requirements

1. Information and Requirements

1. Eligible entities include:
 - a) County governments; or
 - b) Multi-county government partnerships.
2. For a proposal to be considered, the applying entity must submit all necessary documents to meet the requirements outlined in the request for proposal.
3. Supplier shall comply with applicable laws, rules and regulations, including Title 57 Section 631.
4. Supplier shall partner with or be supported by one or more local ODMHSAS-contracted or ODMHSAS-certified entities and shall maintain in good standing with ODMHSAS through the entirety of the contract award.

2. Allowable Program Categories

1. Applications shall include the development and implementation of evidence-based programs within one or more of the below:
 - a) Mental health and substance abuse treatment programs or other health care programs;
 - b) Pretrial diversion programs;
 - c) Employment programs;
 - d) Education programs; and
 - e) Housing programs.
2. Proposed programs shall be an addition of service to the county/counties and shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirements.

3. Conditions

1. Supplier's staff must attend trainings and meetings as required by the ODMHSAS.
2. Supplier must agree to submit data and participate in ODMHSAS evaluation processes, including those necessary to complete an annual program report.
3. Any changes in program operations must be submitted to the ODMHSAS.
4. If the program is found to be in non-adherence on the evaluation criteria at any time, a notice of non-compliance will be issued to the Supplier and a period of remediation of 30 days will begin from the date of the receipt of the notice. Notice may be issued in person at a site audit, via certified registered U.S. mail or other certified carrier of the notice of non-compliance. If compliance is not returned within the 30-day period, immediate cancellation of the contract may be executed and no moneys due from the date of non-compliance will be paid. A

30-day notification must be submitted to the ODMHSAS before cancellation of a contract.

4. Compensation

1. Compensation and billing processes pursuant to this contract shall be contingent upon the program models proposed and will be described in any award documents. Supplier shall complete Exhibit 3 Budget Template and submit with proposal.

5. Additional Requirements

Submit a response to each item below within the page limits described under each item.

1. Assurance that Bidder meets eligible entity requirements and that this proposal is intended to be the single proposal submitted on behalf of the eligible entity in response to this RFP. (1 page maximum)
2. Attestation that the services proposed are an addition of service to the county/counties and are not supplanting or otherwise funding programs or services which are an existing governmental service requirement. (1 page maximum)
3. Description of proposed services which shall minimally include (4 page maximum):
 - a) Clearly identify which of the allowable program category or categories are included in the application
 - b) Include description of evidence-based practices to be used
 - c) Include detailed timeline with clear start date or program(s) or service(s)
 - d) Include county or multi-county data that supports the need for the proposed program(s) or services(s)
 - e) The anticipated outcome of the program(s) or service(s)
 - f) Number of individuals to be served by the proposed program(s) or service(s)
 - g) Manner in which the program(s) or service(s) will partner with or be supported by one or more local ODMHSAS-contracted or ODMHSAS-certified entity
 - h) Ability to report data to ODMHSAS, including the completion of quarterly data reports
 - i) Proposed payment methodology
4. Description of ODMHSAS-contracted or ODMHSAS-certified entity/entities which will partner with or be supported by the proposal including (1 page maximum):
 - a) Name and description of the entity/entities

- b) Clearly identify what portion of the program(s) or service(s) will be funded through the application, if any
 - c) Clearly identify what portion of the program(s) or service(s) will be provided but not funded by the application. For example, applicants may propose a partnership with an ODMHSAS-contracted entity for which services are funded through existing ODMHSAS and Medicaid contracts.
 - d) The reason entity/entities was/were selected by the applicant to partner for this application.
5. Documentation identifying support from county partners including (1 page each):
- a) MOU or other document indicating a formal agreement in place between the applicant and the ODMHSAS-contracted or ODMHSAS-certified entity/entities.
 - b) Letter from the County Commissioners demonstrating majority support for the application.
6. Budget request for the project. Bidders may use the Budget Template provided. If the Budget Template is not utilized, the Bidder shall include the same information requested in the template. The budget request shall include:
- a) Total annual amount requested
 - b) Detail and narrative description to account for all funds requested
 - c) If any funds are sub awarded or subcontracted, include amount to the partnering entity/entities. The budget description shall include information about how Medicaid, ODMHSAS contracts, or other funding sources will be utilized as primary sources of funding for eligible programs or services. If eligible programs or services are not compensable by Medicaid or ODMHSAS contracts, this should also be noted.
 - d) Include a per person cost based on the total amount requested and the total number of individuals to be served.

County Community Safety Investment Fund RFP
Frequently Asked Questions
10/24/2023 Update

Question: *Would a letter from the Board of County Commissioners suffice in demonstrating that the application received is intended to be the single application for the county?*

Answer: Yes, the ODMHSAS would consider a letter from the Board of County Commissioners indicating that the bid is intended to be the single proposal submitted on behalf of the eligible entity in response to the RFP as meeting the bid eligibility requirement.

Question: *I am with a treatment organization that is not ODMHSAS certified or ODMHSAS contracted, but we are CARF accredited. Are we still able to participate?*

Answer: Yes, a county can partner with multiple entities to carry out their proposed plan, but at least one of them has to meet the requirements of being either an ODMHSAS certified or ODMHSAS contracted entity. The others are not required to be. For example, if the county chooses, your agency is able to be a part of the proposal and partner with the county as an entity that is not contracted with or certified by ODMHSAS. However, the county must also include an entity that is contracted or certified with ODMHSAS as part of the plan as well.

Question: *I am not sure about what to include in an application. Are there any resources you would suggest for more information?*

Answer: There are many entities that publish examples of best practices for communities to review and consider. Below are examples of some of those resources:

Bureau of Justice Assistance

Children and Family Futures

Counsel of State Governments

Crime and Justice Institute

GAINS Center for Behavioral Health and Justice Transformation

National Center for State Courts

National Institute of Corrections

National Institute on Drug Abuse

SAMHSA

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F. Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1352 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, 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 (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. (4520011467)

1. Contractor shall abide by all state and federal laws and regulations restricting the disclosure of consumer information, including 43A O.S. §§1-109 and 3-422, 42 U.S.C. §290dd-2, 42 C.F.R. Part 2, 45 C.F.R. arts 160 and 164, including the HITECH section of the American Recovery and Reinvestment Act (ARRA), and Title 450 of the Oklahoma Administrative Code.
2. Contractor agrees that grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory ...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF OKLAHOMA COUNTY AND THE OKLAHOMA COUNTY
PUBLIC DEFENDER**

Based upon the following recitals, the Board of County Commissioners of Oklahoma County (hereinafter BOCC), and The Oklahoma County Public Defender (hereinafter Contractor), enter into this Agreement to become effective upon its approval by all parties.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to provide funding for drug abuse prevention programs within the county in accordance with Section 339 of Title 19.

WHEREAS, in 2016 Oklahoma voters approved State Question 781, which required the costs saved from the reduction and length of incarcerations of certain drug offenses be invested in county treatment programs; and

WHEREAS, to account for the cost savings from State Question 781, the Oklahoma Legislature passed, and the Governor signed, Senate Bill 844, currently codified as Section 2-312.1 *et seq.* of Title 43A, which created a new revolving fund, the *County Community Safety Investment Fund*, and provided that the Oklahoma Department of Mental Health and Substance Abuse Services (OKDMHSAS) is to manage and oversee this fund; and

WHEREAS, in its effort to distribute these monies to county governments, OKDMHSAS has requested proposals from counties for the use of funds for the purposes outlined in Section 2-312.4 of Title 43A, for the development and implementation of evidenced based mental health and substance abuse treatment programs or other healthcare programs, pretrial diversion programs, employment programs, or housing programs; and

WHEREAS, in order to bolster pretrial diversion programs and treatment courts in Oklahoma County, the BOCC applied for and was awarded Two Million, Four Hundred Fifty-Two Thousand, Six Hundred Seventy-Six Dollars and No Cents (\$2,452,676.00) in Fiscal Year 23-24 from the *County Community Safety Investment Fund*; and

WHEREAS, the BOCC acknowledges that Contractor will utilize Subcontractors for the provision of services outlined in the approved agreement between the BOCC and OKDMHSAS; and

WHEREAS, the Contractor acknowledges that any Subcontractor Agreements expending funds from the *County Community Safety Investment Fund* will be in accordance with all applicable federal and state laws, rules, regulations, ordinances, and

orders and in accordance with the contract for such funds between ODMHSAS and Oklahoma County which is adopted and incorporated by reference as if fully set forth herein; and

WHEREAS, in accordance with the laws of the State of Oklahoma the parties now enter this Agreement to memorialize their respective roles and responsibilities with regard to the provision of services and expenditure of funds in accordance with Section 2-312.1 *et seq.* of Title 43A and the contractual obligations imposed upon the BOCC by ODMHSAS with regard thereto.

ARTICLE II: DUTIES OF THE PARTIES

A. Duties of the Board of County Commissioners are set forth below and no other.

1. Provide to Contractor a copy of the contract between ODMHSAS and the Board of County Commissioners governing the use of funds from the *County Community Safety Investment Fund*, receipt of which is acknowledged by the signatures of the parties below.
2. Submit invoices to ODMHSAS for payment from funds awarded to Oklahoma County from the *County Community Safety Investment Fund* to support enhanced services of the pretrial diversion and treatment programs in Oklahoma County.
3. Funding from the *County Community Safety Investment Fund* payable to Contractor during the initial term of this Agreement shall be in the amount of Eight Hundred Seventeen Thousand, Five Hundred Fifty-Eight Dollars and Sixty-Seven Cents (\$817,558.67) for the period beginning March 1, 2024, through June 30, 2024.
4. Upon receipt of funds from ODMHSAS, BOCC shall follow the proper process to transfer Eight Hundred Seventeen Thousand, Five Hundred Fifty-Eight Dollars and Sixty-Seven Cents (\$817,558.67) to the Public Defender's *OK County Community Safety Investment Fund (6047) Voucher Account*.
 - a. In order to provide services as outlined in the County's approved application, the remaining One Million Six Hundred Thirty-Five Thousand One Hundred Seventeen Dollars and Thirty-Three Cents (\$1,635,117.33) received in FY23-24 will be transferred to the Public Defender's *OK County Community Safety Investment Fund (6047) Voucher Account* for any of the following uses:
 1. To provide eight months of service in FY27.

2. To provide funding for continuation of services pending transfer of funds from OKDMHSAS to the County for the start of Fiscal Years 24-25 and/or 25-26.
3. To provide funding, subject to the approval of OKDMHSAS, for excess costs in program areas in the County's approved application. The Public Defender shall notify the BOCC prior to utilizing said funds for any of the purposes identified above.

B. Duties of Contractor are as follows and no other.

1. Serve as primary administrator, with input and advice of the Oklahoma County District Attorney and the Presiding Judge of the District Court, of funds awarded to Oklahoma County from the *County Community Safety Investment Fund* for use in the expansion of the pretrial and diversion court programs that serve Oklahoma County and its residents.
2. Expend funds awarded to Oklahoma County from the *County Community Safety Investment Fund* in accordance with all applicable federal and state laws, rules, regulations, ordinances, and orders and in accordance with the contract for such funds between ODMHSAS and Oklahoma County which is adopted and incorporated by reference as if fully set forth herein.
3. Contractor and its employees shall adhere to the State Information Security Policy, Procedures, and Guidelines as set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf which is adopted and incorporated by reference as if fully set forth herein.
4. To the extent the services provided by Contract necessitate delivery of electronic communications, Contractor shall ensure such communications and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. In addition, non-electronic documents shall be made available in an alternate format that is accessible to individuals with disabilities upon request and at no additional cost.
5. Develop and implement tracking and reporting mechanisms related to the use of funds from the *County Community Safety Investment Fund*.
6. Meet all reporting requirements of ODMHSAS and provide quarterly reports to the BOCC.
7. In the event of a change in programming or need to reallocate funding in any manner other than as described in the application submitted to ODMHSAS on behalf of Oklahoma County and/or this Agreement, Contractor shall inform and seek the approval of the BOCC and ODMHSAS by written agreement prior to enacting any changes.

8. Conduct an annual audit of funds awarded to Oklahoma County from the *County Community Safety Investment Fund* and provide a copy of the audit to the BOCC.
9. Ensure that all pretrial diversion and treatment court programs operate in accordance with all applicable federal and state laws, rules, regulations, ordinances, and orders and in accordance with the terms of the application submitted for funds from ODMHSAS by Oklahoma County.
10. Ensure that all staff comply with the terms and conditions for receipt of funds from the *County Community Safety Investment Fund* as stated in the contract between the Board of County Commissioners and ODMHSAS.
11. Require staff to attend training and meetings as directed by the ODMHSAS.
12. Submit data and participate in ODMHSAS evaluation processes, including those necessary to complete an annual program report.
13. Respond to and remedy any notice of non-compliance issued by the ODMHSAS within thirty (30) days of the notice.
14. Respond to and remedy any performance deficiencies as identified by the Director of Diversion Programs.
15. Ensure that all staff maintain the confidentiality of State and citizen data and records in the performance of duties under this Agreement and prohibit the sale, assignment, conveyance, provision, release, dissemination or other disclosure of such confidential data except as required by law or prior written approval of the consumer. Any unauthorized disclosure, use, appropriation, sale, assignment, release, or access to such data and records will be promptly reported to the BOCC.
16. Maintain records relative to the contract between ODMHSAS and the Board of County Commissioners governing the use of funds from the *County Community Safety Investment Fund* for the duration of this Agreement and for a period of seven (7) years following the termination of this Agreement. If a claim, audit, litigation or other action involving the performance under this Agreement arises before the end of the seven (7) year period, all records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
17. Contractor will immediately notify the State Purchasing Director, BOCC, and the Oklahoma County District Attorney of any third-party request for data or records related to the provision of services under this Agreement and shall fully cooperate with all efforts to protect the security and confidentiality of such data and records to the extent the same are confidential under state or federal law or regulation.

18. Contractor will immediately notify ODMHSAS, BOCC, and the Oklahoma County District Attorney of any outside activity or interest that may conflict with the best interests of the State, County, or the pretrial and diversion programs.
19. In the event any funds are determined by any governing authority to have been misspent for any reason and resulting in recoupment of said funds by ODMHSAS, Contractor will remit those funds to Oklahoma County.

ARTICLE III: GENERAL PROVISIONS

A. **CONTINGENT AGREEMENT:** Contractor acknowledges that ODMHSAS must give written approval of all subcontractors and their employees which may be retained by Oklahoma County to provide enhanced pretrial and diversion services and funded with monies from the *County Community Safety Investment Fund*. Contractor further acknowledges that this Agreement with the BOCC is contingent upon approval of Contractor by ODMHSAS. Contractor further acknowledges that this is a continuing obligation and if for any reason Contractor is not approved or approval is revoked by ODMHSAS, the obligations of the BOCC under this Agreement will immediately terminate without further notice.

B. **NO GUARANTEE OF FUNDING:** The parties recognize the funding from the *County Community Safety Investment Fund* for the programs outlined in the application is subject to Legislative prerogative and may be suspended, reduced, or terminated by ODMHSAS. In the event the Legislature or ODMHSAS elects to alter funding received pursuant to Section 2-312.1 *et seq.* of Title 43A, Oklahoma County will not provide funds to offset the loss of state funding. In the event funding is reduced, suspended, or terminated, the BOCC may immediately terminate this Agreement without further notice to Contractor. Any termination under these circumstances shall not be considered a default by the BOCC or a breach of this Agreement.

The parties further recognize the award of funds is on an annual basis with no guarantee of a continued partnership between the BOCC and the Contractor. In addition, the parties recognize that Oklahoma County may elect to enter into other Agreements with additional entities or providers should additional funding beyond the initial Two Million, Four Hundred Fifty-Two Thousand, Six Hundred Seventy-Six Dollars and No Cents (\$2,452,676.00) be available to the County from the *County Community Safety Investment Fund* in future fiscal years.

C. **NO SUPPLANTING:** Contractor acknowledges that funds from the *County Community Safety Investment Fund* are intended to be used to expand existing services or provide new services in the areas identified by Section 2-312.1 *et seq.* of Title 43A. Contractor agrees that funds provided pursuant to this Agreement will not supplant existing funding sources or otherwise be used to fund programs or services which are already provided by Contractor.

D. **LIABILITY:** The parties will be solely responsible for the acts or omissions of their own employees or agents in performing this Agreement, subject to the limitations described in the Oklahoma Governmental Tort Claims Act, Title 51, Sections 151 *et seq.*, and shall not be responsible for the acts or omissions of the others. Each party reserves all rights and defenses available at law or in equity, the terms herein shall not in any way constitute a waiver of such rights or defenses.

Upon notice that a third party may bring a claim arising out of the services provided in this Agreement, the parties agree to provide prompt written notice of such claim to the other.

With respect to any claim or cause of action arising under or related to this Agreement, the BOCC shall not be liable to Contractor for any claim of lost profits, lost sales or business, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages.

E. **NO AGENCY:** The parties agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties. The parties further stipulate that Contractor is engaged as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor represents that it will secure all designated personnel as set forth by this Agreement. Such personnel shall not be employees of or have any agency relationship with Oklahoma County or the BOCC.

F. **THIRD PARTY BENEFICIARIES:** The parties do not intent to create any rights in any third parties by entering into this Agreement.

G. **AMENDMENT OR ASSIGNMENT:** This Agreement may not be amended or assigned by either party without approval of the ODMHSAS and without the prior express written agreement of both parties. Any change to or substitution of the services to be provided herein in the absence of a written agreement shall constitute a material breach of this Agreement.

H. **PUBLICITY:** The existence of this Agreement is in no way an endorsement of Contractor or the serviced provided by them by the BOCC or ODMHSAS and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the BOCC and ODMHSAS all advertising, sales, promotion, and other publicity matters relating to this Agreement wherein the name of the State or County or any Customer is mentioned or language used from which an endorsement may be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written permission of the BOCC and ODMHSAS.

I. **ENTIRE AGREEMENT:** It is mutually understood and agreed by the parties that this Agreement contains all the covenants, stipulations, and provisions contemplated

by the parties, and no employee, agent or other person has authority to alter or change the terms hereof and no party is or will be bound by any statement of representation not in conformity with this Agreement.

J. COUNTERPART ORIGINALS: This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

K. WAIVER: Failure of the BOCC to enforce any provision of, or exercise a right under, this Agreement shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of this Agreement or any part thereof, or the right of the BOCC to enforce any provision of, or exercise any right under, the Agreement at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of this Agreement shall not affect or waive any subsequent breach of the same provision or a breach of any other provision of this Agreement.

L. TERM OF AGREEMENT: This Agreement shall commence upon its execution by both parties and approval by the ODMHSAS and cover the period of March 1, 2024, through June 30, 2024. The parties contemplate extending this Agreement based upon the County's approved application subject to continued legislative appropriation. Each of the renewals shall be by written agreement.

M. TERMINATION OF AGREEMENT: Except for grounds of immediate termination as is otherwise provided herein, either party may terminate this Agreement by thirty (30) days advance written notice to the other party. Upon notice of termination under this Section or any other of this Agreement, Contractor shall immediately take all necessary steps to minimize the incurrence of costs allocable to the services provided by this Agreement.

N. NOTICES: All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o Office of the County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Oklahoma County Public Defender
320 Robert S. Kerr, 6th Floor
Oklahoma City, OK 73102

With courtesy copies to:

Oklahoma County District Attorney
211 N. Robinson, Suite 700N
Oklahoma City, OK 73102

Oklahoma County Grant Writer
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Approved by the Oklahoma County Public Defender this 10th day of APRIL, 2024.

Brigitte Biffle
Public Defender


Approved by the Oklahoma County Board of County Commissioners this 10th day of April, 2024.

Brian Maughan
Chairperson

Carrie Blumhardt
Member

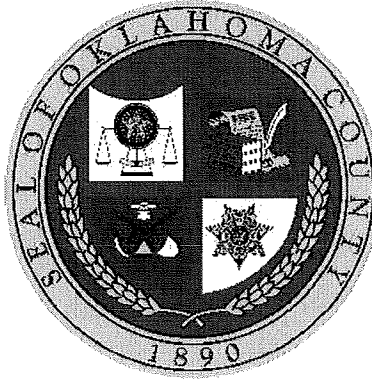
Steph De
Member

ATTEST:

Manana Just 
County Clerk

BIDDER - OKLAHOMA COUNTY

Solicitation Number: 4520011467

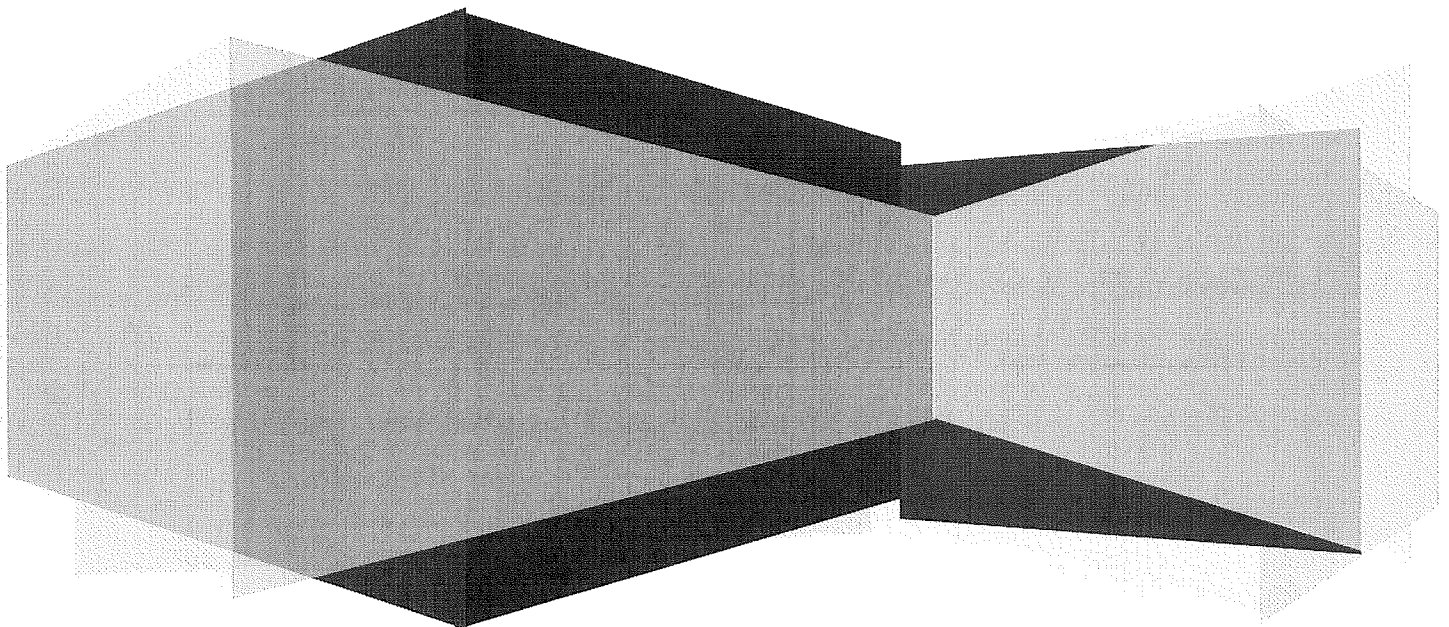


BIDDER CONTACT INFORMATION:

Grant Administrator: Nikkiey Morton | Office: 405.713.1493 | Fax:
405.713.1491 | Email: Nikkiey.Morton@oklahomacounty.org

Date: December 15, 2023

Attention: Ariel Dean | Contracting Officer | Oklahoma Department of Mental
Health and Substance Abuse Services | Office: 405.760.0564 | Email:
Ariel.Dean@odmhsas.org





A. Section One: Cover Page

B. Section Two: Required Forms, Certifications and Disclosures

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F. Section Six

G. Section Seven

H. Section Eight

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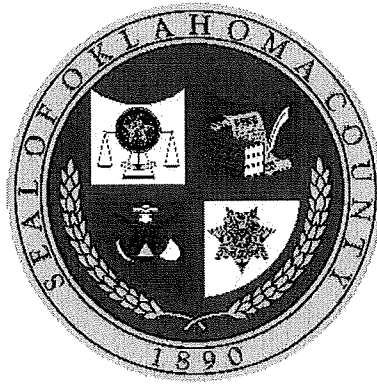
iii

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I. Section Nine

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B.

Section Two: Required Forms, Certifications, and Disclosures



"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation# 4520011467

2. Bidder General Information:

FEI / SSN : 73.6006400 Supplier ID: _____

Company Name: Oklahoma County

3. Bidder Contact Information:

Address: 320 Robert S. Kerr

City: OKC State: OK Zip Code: 73142

Contact Name: Nikkiey Morton

Contact Title: Grants Administrator

Phone #: 405.713.1493 Fax #: 405.713.1491

Email: Nikkiey.Morton@oklahomacounty.org Website: _____

4. Bidder currently engaged in a boycott of goods or services from Israel.

☐ YES

☒ NO

5. Registration with the Oklahoma Secretary of State: (if over \$250,000)

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is **required** to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – Include with the bid a certificate of insurance.

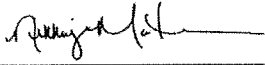
☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.¹

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☒ NO – Do not meet the criteria as a service-disabled veteran business.



Digitally signed by Nikkiey Morton
Date: 2023.12.15 13:55:30 -06'00'

Authorized Signature

Nikkiey Morton

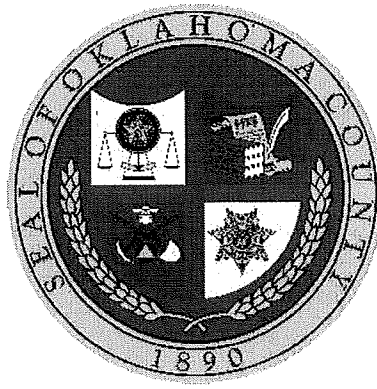
Printed Name

12-13-2023

Date

Grants Administrator

Title



Section Two:

ii



OKLAHOMA
Office of Management
& Enterprise Services

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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma County Agency #:
Supplier Legal Name: Nikkiey Morton Solicitation or Purchase Order #:

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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

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.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or 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.

Digitally signed by Nikkiey Morton
Date: 2023.12.15 10:41:11 -08'00'

Supplier Authorized Signature

Nikkiey Morton

Printed Name

405.713.1493

Phone Number

405.713.1491

Fax Number

12.15.23

Certified This Date

Grants Administrator

Title

nikkiey.morton@oklahomacounty.org

Email



Section Two:

iii

N/A



Section Two:

iv



Individual Self-Insured
Excess Workers' Compensation and
Employers Liability Indemnity Policy

Schedule Page

Policy No.: EWC006746

Indemnity Coverage Provided: Specific and Aggregate Excess Workers' Compensation and Employers Liability Indemnity

1. Insured: County of Oklahoma County
2. Mailing Address: 320 Robert S. Kerr Suite #222
Oklahoma City, OK 73102
3. Named States: Oklahoma
4. Excluded States: None
5. Policy Period:
(a) From: 07/01/2023
(b) To: 07/01/2024
Both days start at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this schedule.
6. Specific Retention:
(a) Each Accident: See Endorsement
(b) Each Employee for Disease: See Endorsement
7. Specific Limit Each Accident:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
8. Specific Limit Each Employee for Disease:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
9. Aggregate Retention:
(a) Rate as a Percentage of Normal Premium: 194.02%
(b) Estimated Normal Premium: \$1,114,012
(c) Minimum Retention: \$2,118,178
(d) Aggregate Loss Limitation: \$500,000
10. Aggregate Limit: \$1,000,000
11. Classification of Operations: See Endorsement
(a) Experience Modification Factor: 1.000000000
(b) Other Modification Factor: 1.000000000



Individual Self-Insured
Excess Workers' Compensation and
Employers Liability Indemnity Policy

Schedule Page

12. Premium:

(a) Rate as a Percentage of Normal Premium:	14.01%
(b) Policy Minimum Premium:	\$140,466
(c) Total Estimated Policy Premium:	\$156,073
(d) Deposit Premium:	\$156,073
(e) Deposit Flat Charges:	n/a
(f) Total Deposit Premium and Flat Charges Payable as Follows:	\$156,073

13. Endorsement Serial Numbers:

See Endorsement Schedule

14. Service Company:

Consolidated Benefits Resources
P.O. Box 13770
Oklahoma City, OK 73113-

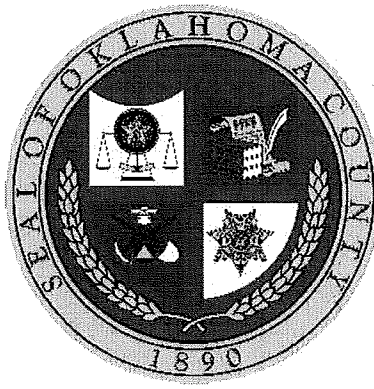
Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Wilt

Licensed Resident Agent Date

Authorized Representative



Section Two:

V

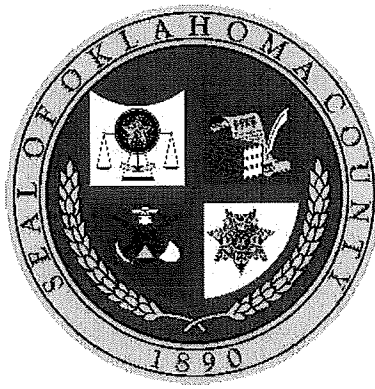
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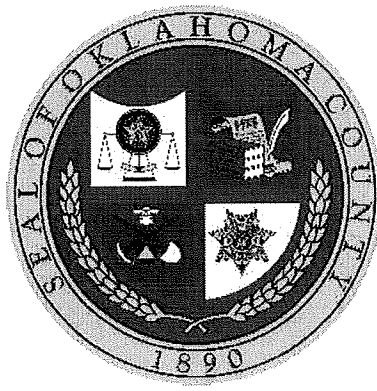
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C.

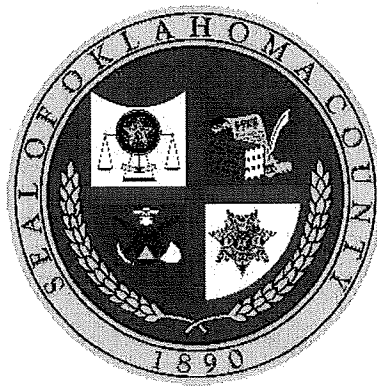
**Section Three: Bid Portions Requested to
be Held Confidential**



Section Three:

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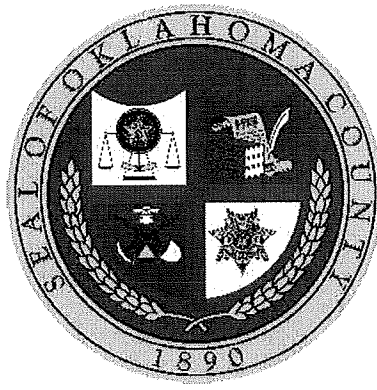
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Section Three:

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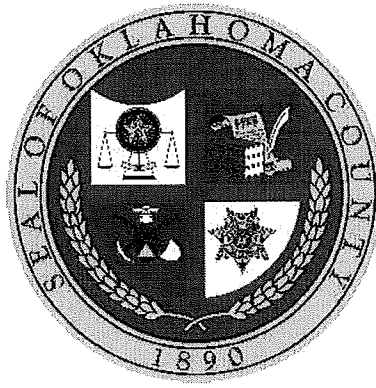
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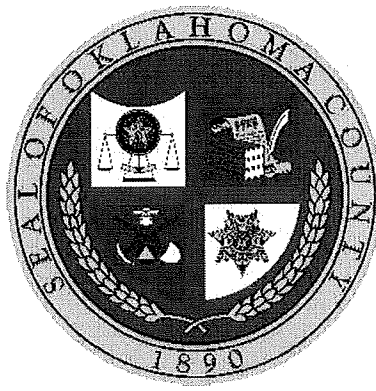
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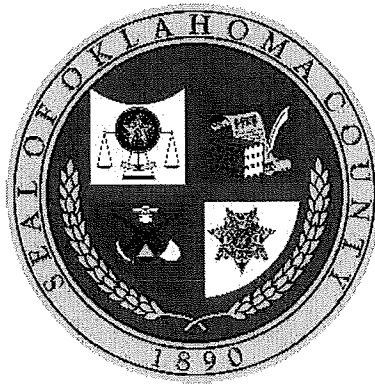
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D.

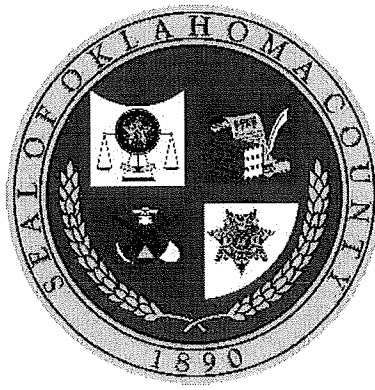
Section Four: Requested Exceptions to Terms



Section Four:

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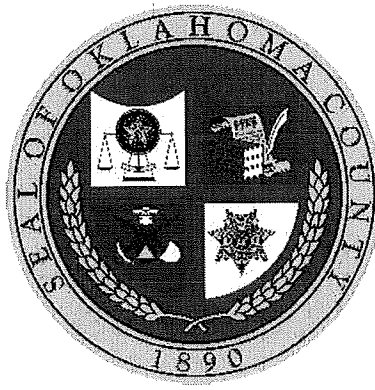
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Section Four:

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N/A



Section Four:

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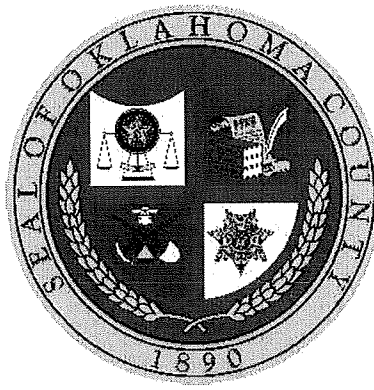
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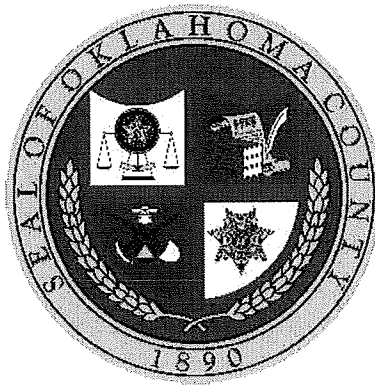
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Section Four:

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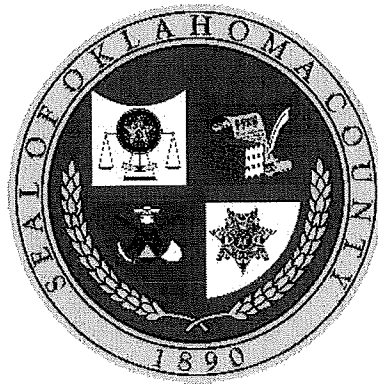
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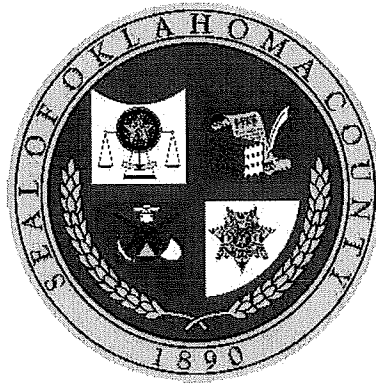
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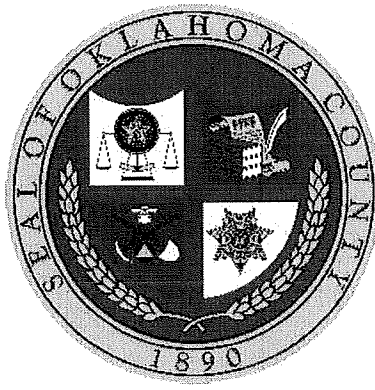
E.

Section Five: Additional Bidder Terms



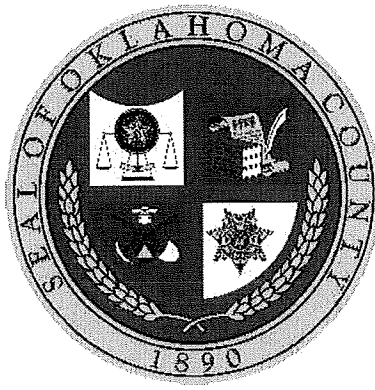
Section Five:

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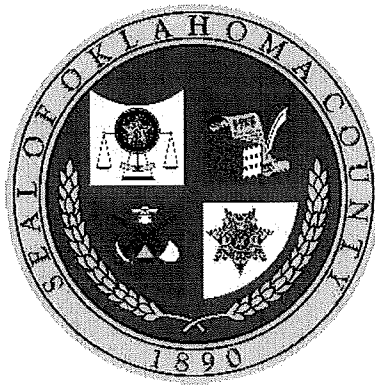
F.

**Section Six: Master Terms between Bidder
and State**



Section Six:

N/A



G.

Section Seven: Executive Summary

Section Seven: Executive Summary

Oklahoma County is the largest county in Oklahoma, both in population and square miles. The vision of Oklahoma County is to set the standard in providing friendly, progressive, and effective service to improve the safety and quality of life for the citizens we serve.

As Oklahoma County continues to grow, so do our needs as a county, including the mental health and substance abuse disorders of our citizens, which many times can lead to their involvement in the criminal justice system. The relationship between mental illness, substance abuse, and crime has been studied extensively. Our county acted by creating treatment courts and several diversion programs using evidence based best practices to reduce the number of inmates in the Oklahoma County Detention Center. These mental health and substance abuse programs address the criminogenic behaviors that are keeping participants in the continuous cycle of addiction, poverty, and incarceration.

A collaboration of county and state agencies, treatment providers, and nonprofit community partners implemented the Oklahoma County Diversion Court programs and pretrial diversion programs. After the passage of State Question 780, some counties had a reduction in the number of participants in their courts. But Oklahoma County continues to grow our programs, following the data and best practices regarding eligibility, and even creating new programs to better serve participants with different risk and needs. Currently eight pretrial diversion programs make up Oklahoma County Diversion Courts. They are:

Drug Court serves high criminogenic risk, high substance need felony offenders.

DUI Court serves high criminogenic risk, high substance need DUI offenders.

Veterans Treatment Court serves high criminogenic risk, high substance use or mental health need felony offenders with a veterans status.

ReMerge of Oklahoma County, a non-profit organization who partners with the court to serve high criminogenic risk, high substance need felony mothers facing felony charges.

DREAMS Court, formally Mental Health Court, high mental health need felony offenders with a diagnosed mental health illness or possible cooccurring substance use disorder.

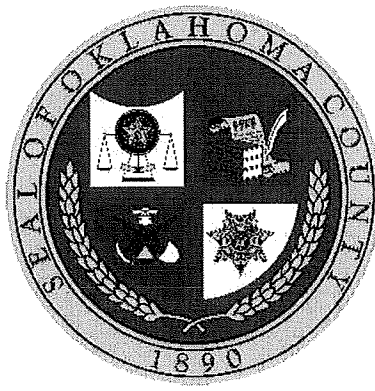
Veterans Diversion Program serves low criminogenic risk, felony, or misdemeanor offenders with veteran status.

Misdemeanor Diversion Program serves low criminogenic risk offenders on specific misdemeanor charges.

CO-OP (Court Ordered Outpatient), the newest program, serves low-level misdemeanors or felony offenders with mental health conditions pursuant to Title 43A.

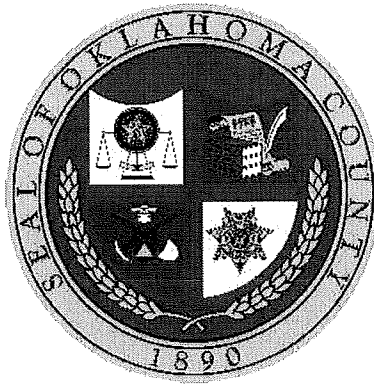
Each of these rigorous programs provides a framework and the tools necessary for participants to meet the requirements to maintain sobriety, attend individual and group treatment, and maintain safe, sober, and stable housing with a goal to continue into life-long recovery. Additionally, many will obtain their GED, find meaningful employment, and form strong relationships in our community. For each of our diversion programs, participants can have their charges dismissed with successful completion of the program, removing a substantial barrier as they continue with their life.

These public safety programs are a win for our community, reducing the population in the Oklahoma County Detention Center and connecting participants to the mental health and addiction services they desperately need. Since our programs began in 2016, over 2,360 participants have successfully completed a program and our Oklahoma County Treatment Court graduation rates continue to exceed the state and national averages. Together, we are breaking the cycles of addiction and incarceration and creating new pathways for participants to lead healthy and productive lives in our community.



H.

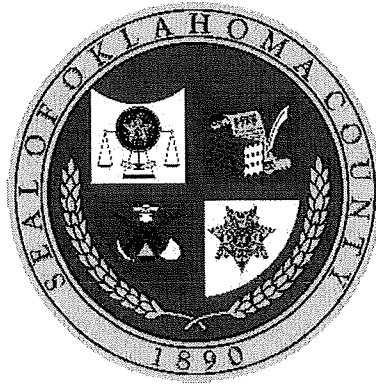
Section Eight: Response to Specifications and Requirements



Section Eight:

i

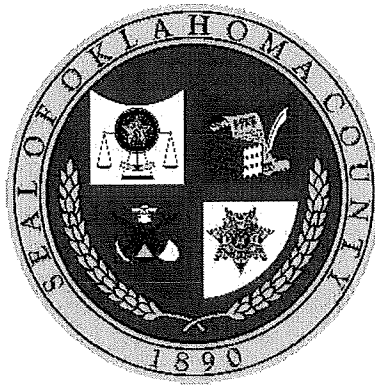
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Section Eight:

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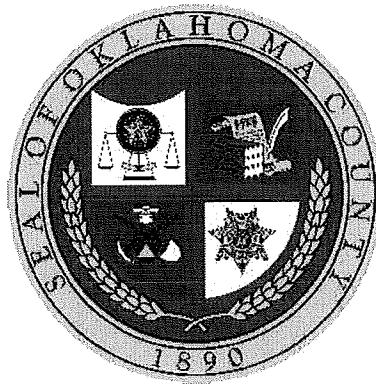
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Section Eight:

iii

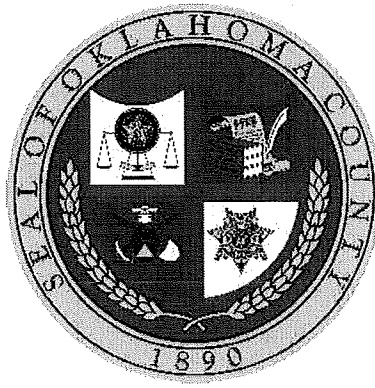
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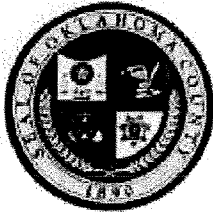
iv

N/A



Section Eight:

v:1



**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

320 ROBERT S. KERR AVENUE, SUITE 101
OKLAHOMA CITY, OKLAHOMA 73102-3441

COMMISSIONERS

CARRIE BLUMERT
DISTRICT 1

BRIAN MAUGHAN
DISTRICT 2

MYLES DAVIDSON
DISTRICT 3

December 12, 2023

Ms. Ariel Dean
ODMHSAS
2000 N. Classen
Oklahoma City, OK 73106
Suite 2-600

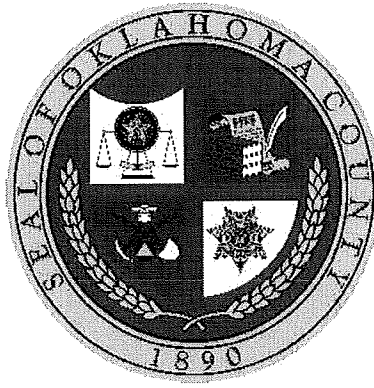
Re: Letter of Assurance for County Eligibility

This letter affirms that the Oklahoma County Board of Commissioners certified that this bid is intended to be the single proposal submitted on behalf of Oklahoma County in response to the Request for Proposal as meeting the bid eligibility requirement by the Oklahoma Department of Mental Health and Substance Abuse Services in solicitation number 4520011467 that opened 10.09.2023 and closes 12.31.2023.

Oklahoma County shall submit all necessary documents to meet the requirements outlined in the request for proposal. In addition, Oklahoma County shall comply with applicable laws, rules, and regulations, including Title 57 Section 631. Lastly, Oklahoma County shall partner with or be supported by one or more local ODMHSAS-contracted or ODMHSAS-certified entities and shall maintain in good standing with ODMHSAS through the entirety of the contract award.

Best,

Brian Maughan



Section Eight:

v:2

PUBLIC DEFENDER OF OKLAHOMA COUNTY

611 COUNTY OFFICE BUILDING
320 ROBERT S. KERR AVE.
OKLAHOMA CITY, OKLAHOMA 73102
(405) 713-1550

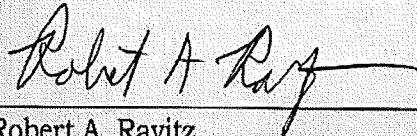
ROBERT A. RAVITZ
PUBLIC DEFENDER

BRIGITTE BIFFLE
FIRST ASST. PUBLIC DEFENDER

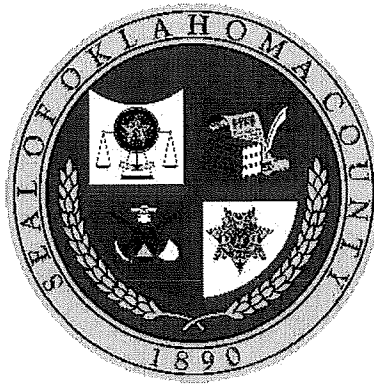
December 15, 2023

To Whom It May Concern:

The Oklahoma County Diversion Programs, which include Drug Court and Mental Health Court, have operated primarily with funds received from the Oklahoma Department of Mental Health and Substance Abuse Services. The Oklahoma County Diversion Courts do not have sufficient funds to sustain this government service into the future without additional funding. As a result, funds received from this RFP will not supplant or otherwise fund programs which are an existing governmental service.



Robert A. Ravitz
Public Defender of Oklahoma County



Section Eight:

v:3

Oklahoma County is proposing to use the allocated funding the following ways:

Diversion Programs

Oklahoma County provides mental health and substance abuse treatment programs through pretrial diversion programs that provide the framework and the tools necessary for participants to address their mental health and addiction needs, attend treatment, and maintain safe, sober, and stable housing with a goal to continue into a life-long recovery. All together, these programs serve over 1300 people at a time whose crimes are directly related to their mental health or substance abuse disorder. If not for a diversion program, they would otherwise be in the Oklahoma County Detention Center or an Oklahoma prison. The Oklahoma County pretrial diversion programs currently include Drug Court, DUI Court, Veterans Treatment Court, DREAMS Court (formally Mental Health Court), ReMerge, Misdemeanor Diversion, Veterans Diversion, and CO-OP (Court Ordered Outpatient). Community Sentencing is post adjudication prison diversion. Each pretrial diversion program provides the necessary supervision and treatment based on the participant's criminogenic risk and mental health or substance abuse need level. The goal is to enhance public safety by giving participants the foundation to maintain their recovery and reintegrate into their families and communities.

The National Association of Drug Court Professionals (NADCP) is the model to which all diversion courts have based their best practice standards. In NADCP best practice standard Vol.II Multidisciplinary Team (VII), a dedicated multidisciplinary team of professionals manages the day-to-day operations of the court, including reviewing participant progress during pre-court staff meetings and status hearings, contributing observations and recommendations within team members' respective areas of expertise, and delivering or overseeing the delivery of legal, treatment and supervision services. To meet the needs of our growing programs, the Oklahoma County Diversion Courts must add dedicated professionals to enhance the services of our participants. All positions listed below will be hired upon confirmation of funding. A one-time disbursement of funds would be the preferred payment methodology for all funding requested.

As the complexity of the programs continues to grow a Program Director position is needed to oversee all diversion programs and ensure adherence to best practice standards. This position will work directly with the Presiding Judge, Chief Public Defender, and District Attorney to examine and evaluate each program's processes, ensure proper data collection, measure outcomes, and manage community relationships. The Program Director will manage communication between state agencies, treatment providers, and community partners in order to ensure participants successfully complete each program with the skills needed to reduce recidivism. The Program Director will supervise all program staff and serve all diversion participants. The Program Director is also responsible for the vision and long-term strategic planning of the diversion courts and future potential programs. An Administrative Assistant position will also be added to assist the Program Director with collecting the program data and oversight of financial processes and procedures for new client assistance housing, transportation, and drug testing.

As more participants enter these programs, there will be additional court dockets and additional court personnel are needed to support the diversion programs including an Assistant District Attorney (ADA) and an Assistant Public Defender (APD) following the NADCP best practice standard Vol.II (VII) Multidisciplinary Team (A). To follow best practice, an ADA and APD is a part of the dedicated team and must be present for all pleas, sanctions, hearings, pre-court staffing meetings, and court dockets. The ADA advocates on behalf of public safety and holding participants accountable and the APD ensures participant's constitutional rights are protected and their client's stated interest are represented.

These two additional positions would distribute the caseloads among the teams appropriate to the needs of each office with a goal to have a ratio of 250 participants per attorney.

Participants in our programs have many legal needs. A new position of an Assistant Public Defender will provide civil legal assistance for legal matters that affect a participant's success in a diversion program. Having access to a civil lawyer will remove barriers to legal assistance for routine filings such as guardianship, eviction orders, debt reduction, garnishments, and access to Victim Protective Orders. NADCP best practice standard Vol.II (VI) Complementary Treatment and Social Services supports the need for this additional resource. This attorney's priority will be to serve our highest risk clients and can support serving 150 participants.

The newest Oklahoma County diversion program is CO-OP (Court Ordered Outpatient). In accordance with NADCP best practice standard Vol.II (VII) Multidisciplinary Team (A), a CO-OP Coordinator will be added to facilitate communication between the court partners and the CO-OP Navigators that have been provided by ODMHSAS and embedded in The Diversion Hub and TEEM. This position will be employed at The Diversion Hub and supervised by the Program Director. The CO-OP Coordinator will be responsible for data collection of the CO-OP program and reporting outcomes to the courts and other stakeholders. The CO-OP program is currently serving 150 people and continues to grow.

To also align with the best practice standard of Vol. II (IX) Census and Caseload, a new team of seven Supervision Engagement Officers (SEO) will be created to provide monitoring and supervision. Our goal is to reduce the caseload ratio to 50 participants for each officer. We are currently utilizing the Oklahoma Department of Corrections (DOC) Probation and Parole Officers for our supervision teams for five of our courts with a ratio of more than 149 participants to 1 officer. The responsibilities of the SEO team include conducting in-home visits to ensure safe and stable housing, monitoring all drug and alcoholic testing devices, receiving and processing travel requests, monitoring completion of court requirements and sanctions, and preparing reports for team staffing. In addition, each participant in active phases will receive a home visit monthly. The SEO's will serve approximately 750 participants in programs including our DREAMS Court, Veterans Treatment Court, and DUI Court. A portion of the funds will be given to ReMerge to help supplement a second probation and parole officer for their program. These SEO's will be employed through The Education and Employment Ministry (TEEM), who currently holds a contract with the Oklahoma Department of Corrections for supervision of the Oklahoma County Community Sentencing. The SEO team will be under the supervision of the Program Director.

Funding will be used to create ten Recovery Navigator positions to support court participants as they navigate through the requirements of the program, which can be overwhelming to a person who may also be new to recovery. The NADCP best practice standard Vol.II (VI) Complementary Treatment and Social Services reports that studies find courts are more effective when participants meet with a clinical case manager or comparable treatment professional at least once a week during the entire first phase of Drug Court. The Recovery Navigators will collaborate and connect participants to a multitude of community partners to meet their needs. When a participant enters a plea to join a program, a Recovery Navigator will pick them up from the Oklahoma County Detention Center and walk them through the requirements to comply with their court program. Together, they will create a case management plan that will address housing stability, a transportation plan to attend treatment, meet with their Probation and Parole officer or Supervision Engagement Officer (SEO), and walk through the day-to-day requirements needed to meet program needs. As participants progress through the phases of the program, Recovery Navigators will help a participant obtain their GED, access job training, find meaningful employment, create a life plan, and gain recovery capital in our community. These recovery navigators will serve at least 500 participants. These ten positions will be employed at The Diversion Hub, overseen by the Program Director.

Housing is one of the many needs that if not met, could interfere with a participant's response to substance use disorder treatment. NADCP best practice standard Vol.II (VI) Complementary Treatment and Social Services states that courts are more effective when they offer complementary services that can include housing assistance, transportation, family counseling, criminal thinking interventions, and medical and dental treatment. Housing assistance funding is requested to provide safe and stable housing, meeting the most basic need for participants to be able to focus on their recovery and their program. Currently, Oklahoma County diversion courts partner with many community nonprofit agencies to connect participants with complementary services. We utilize OKARR recovery housing scholarships for participants, but these scholarships are only available for a few weeks and one time per person per year. Other community partners have limited housing funds to provide to their clients. This additional dedicated funding, specifically for diversion court participants, will promote stabilization and can create a sober community. It ensures that no one will be excluded from participating in diversion courts because they lack a stable place of residence. With this housing assistance, we can serve approximately 275 participants.

Transportation is also a common barrier that interferes with meeting program requirements. We are requesting transportation assistance funds for each program to provide participants with transportation through bus passes, ride-share services, mileage re-imbursement for staff. Transportation assistance removes barriers to appearing in court, attend treatment sessions, submit a urinalysis drug test, or other court requirements. With this transportation assistance, we can serve 700 participants.

Drug and alcohol testing is a NADCP best practice standard (Vol.II (VII)) that should provide an accurate, timely, and comprehensive assessment of unauthorized substance use throughout the participants' enrollment in the court. Each participant of any diversion court program is required to comply with a randomized testing schedule through a third-party laboratory that follows best practices of frequent testing, witnessed collection, reliable testing procedures, a participant contract, and rapid results. Drug testing funding is requested to adhere to the NADCP best practice standard Vol.I (II) Equity and Inclusion ensuring that everyone, regardless of socioeconomic status, can receive the same opportunities to participate in a diversion program. This funding will serve approximately 638 participants while they are indigent or working poor.

Drug testing compliance funding is requested for diversion programs to support treatment goals for participants who are prescribed pharmaceuticals to treat a mental health disorder. This testing reveals whether or not the individual is taking the medicine as prescribed in thus following the treatment goals.

The NADCP best practice standard Vol.I (IV) Incentives, Sanctions, and Therapeutic Adjustments (H) emphasizes that courts achieve significantly better outcomes when they focus more on incentivizing productive behaviors as they do on reducing undesirable behaviors. It is essential to recognize that punishment and positive reinforcement serve different, but complementary, functions. Incentivizing behaviors such as honesty, showing up, and attending prosocial activities encourages positive behaviors to continue. In fact, studies suggest that a 4:1 ratio of incentives to sanctions is associated with significantly better outcomes for participants. Each of our courts work to provide cost-efficient incentives such as verbal praise, special awards, appear first in court next, or phase up early "coupons." As participants continue through the program and accomplish larger milestones, incentives such as a key chain for obtaining a driver's license, zoo passes for when a participant reinstates their guardianship rights, or movie tickets for a sobriety milestone can help reward them when they exhibit extraordinary positive behaviors. Additionally, there are just times of the year that are especially hard for people, like holidays. Each court has themed motivational months with possible incentives to work towards such as "Sober for the Summer" or "Tis the Season to be Sober." These are engaging ways for participants to get through tough time periods knowing that not only will there be a sanction for negative behavior, but there will be an incentive for their positive behavior. This funding will be split between our Drug, DUI, DREAMS, and Veterans Treatment Court and will serve approximately 900 participants.

NADCP best practice standard Vol.II (VII) Multidisciplinary Team (F) state that ongoing specialized training is needed for staff and other studies (Carey et al., 2012; Shaffer, 2006; Van Wormer, 2010) show a firm commitment to ongoing professional education is key to maintain the success and integrity of the courts. The collaborate nature of the staffing model for our court programs brings together experts from several professional disciplines and enables the judges to make rational and informed decisions. Ensuring that members of our team have the resources to attend national and local training is vital to the success of our team and the outcomes of the courts.

In 2024, a judicial transition for ReMerge will take place with Judge Andrews replacing Judge Stoner. NADCP best practice standard Vol.I (III) Roles and Responsibility of the Judge (A) emphasizes that the judge is abreast of current law, research, and best practices as they have a substantial and unique impact on outcomes. Funding is requested to provide initial Practitioner Training before the new Judge begins the docket. Funding is sought for ongoing training and for team building activities to form the relationship and trust between the ReMerge team and the Judge needed to create a strong multidisciplinary team.

NADCP best practice standard Vol.II (X) Monitoring and Evaluation (G) shows that it is important to have timely and reliable data entry, especially to adhere to best practice standards and interpret outcomes. This is also a requirement of the Oklahoma Department of Mental Health and Substance Abuse Services. Data entry staff will be under the direct supervision of the Program Director, but working closely with each of our program coordinators. Data entry staff

would be contracted to provide timely data entry of participant information to help prepare the team for staffing, find gaps in programming, and allow for better analysis of program processes to achieve the desired outcomes.

Pretrial Programs

Finally, funding is requested to grow the capacity of TEEM Pretrial Release Initiative. This program provides an alternative to jail by releasing eligible individuals on a conditional bond. The collaborative partnership with TEEM provides case management and social services like housing assistance, transportation assistance, education and employment assistance, connection to mental health and addiction services, and courtroom advocacy to stabilize participants and reduce future recidivism. Funding is requested to add an additional full-time Case Manager and for the supportive services to support additional participants. Through personalized case management and meeting participants' needs TEEM can serve additional participants.



Section Eight:

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The County chose to partner with The Oklahoma County Diversion Program through the Chief Public Defender for the administration of the eight pretrial diversion programs which are powerful public safety tools providing for participants who are involved in the criminal justice system because of their untreated mental health needs and/or their substance abuse disorders. Currently, these eight evidence-based pretrial programs are:

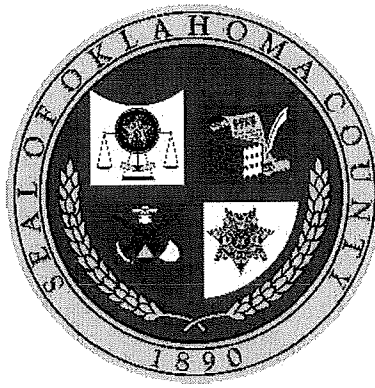
- Drug Court
- DUI Court
- Veterans Treatment Court
- DREAMS Court (formally Mental Health Court)
- ReMerge of Oklahoma County
- Misdemeanor Diversion
- Veterans Diversion
- CO-OP (Court Ordered Outpatient)

Community Sentencing is post adjudication prison diversion.

In the fiscal year 2023, the daily, per-bed cost to house a prisoner in the Oklahoma County Detention Center is \$66.49. Oklahoma County fiscally benefits by providing an alternative to incarceration and the necessary supervision and treatment to break the cycle of poverty, addiction, and incarceration.

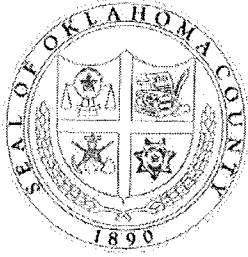
ODMHSAS currently has a contract with Drug Court, DUI Court, Veterans Treatment Court, DREAMS Court, and CO-OP. The funding for these contracts is utilized to provide Program Coordinators, two Recovery Navigators, general supplies, and training. The Chief Public Defender will work in accordance with Oklahoma County to oversee this new funding as it is received. The Chief Public Defender will report to the advisory boards of Drug Court, Mental Health Court, and Veteran's Treatment Court."

Through this additional funding, we will be able to expand mental health and substance abuse services and pretrial services through the TEEM Pretrial Release Program. The expanded services will add complementary social services and multi-disciplinary team members to enhance the current programming. The addition of a Program Director to oversee the diversion programs and improve communication with community partners will improve efficiencies and ensure all programs are adhering to best practice standards.



Section Eight:

v:5



BRIAN MAUGHAN
COUNTY COMMISSIONER
Oklahoma County District Two

December 5, 2023

RE: SB 844 – Oklahoma Department of Mental Health and Substance Abuse Services

To Whom It May Concern:

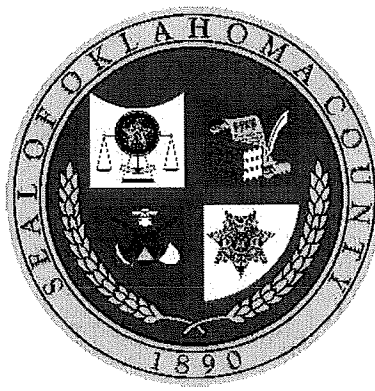
On behalf of the Board of County Commissioners, we are pleased to provide a letter of support regarding applying for the Department of Mental Health and Substance Abuse Services Grant/SB 844. On Wednesday November 29th, Commissioners Carrie Blumert, Brian Maughan and Myles Davidson approved to proceed with the grant application at the Board of County Commissioners meeting. Oklahoma County and The Oklahoma County District Attorney will support Oklahoma County Treatment Court Services through various partnerships.

If Oklahoma County receives the SB 844 funding from the Oklahoma Department of Mental Health and Substance Abuse Services, it will be used to develop substance abuse rehabilitation, diversion from the criminal justice system, treatment, employment, or housing programs.

Sincerely,

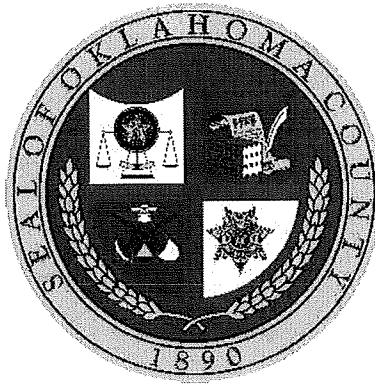
A handwritten signature in black ink that reads "Brian Maughan". The signature is fluid and cursive, with the first name "Brian" and last name "Maughan" clearly distinguishable.

Brian Maughan
Board of County Commissioners, Chairman



I.

Section Nine: Pricing



Section Nine:

i

Oklahoma County

Annual Budget/Budget Request

\$2,452,676.00

Program Category Funds Requested For: Mental Health and Substance Abuse Treatment Programs or Other Health Care Programs

Additional Program Category: Pretrial Diversion Programs

Additional Program Category:

Additional Program Category:

Additional Program Category:

Per Person Cost

Total Annual Amount Requested \$2,452,676.00

Number of Individuals to be Served 1400

\$1,751.91

Net Revenue/Expenses

Total Annual Revenue \$2,452,676.00

Total Annual Expenses \$2,452,676.00

\$0.00

Sub-Awarded/Sub-Contracted Amount(s)

Oklahoma County Diversion Hub \$765,000.00

TEEM \$578,789.00

ReMerge of Oklahoma County \$80,100.00

\$1,423,889.00

Income (Revenue)

Projected Annual Revenue Source	Detailed and Narrative Description	Amount
ODMHSAS Fund Request		\$2,452,676.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total		\$2,452,676.00

<i>Expenses (Costs)</i>		
Projected Annual Expenses <i>Fixed</i> Variable Other Total	Detailed & Narrative Description	Costs
		\$490,000.00
		\$1,423,889.00
		\$538,787.00
		\$2,452,676.00
	Detailed & Narrative Description	Cost
Treatment Court Program Director	<p>The Program Director is responsible for the oversight of all diversion programs for Oklahoma County.</p> <p>The expense includes salary, benefits and equipment needed for the job.</p>	\$130,000.00
Administrative Assistant	The Administrative Assistant will be overseen by the Program Director and will assist with all necessary tasks. The expense includes salary, benefits, and equipment needed for the job.	\$60,000.00
Assistant District Attorney	Additional Assistant District Attorney to evenly distribute client caseload and be present at all dockets of growing programs. The expense includes salary, benefits, and equipment needed for the job.	\$100,000.00
Assistant Public Defender	Additional Assistant Public Defender to evenly distribute client caseload and be present at all dockets of growing programs. The expense includes salary,	\$100,000.00

Assistant Public Defender	benefits, and equipment needed for the job.	
	Additional Assistant Public Defender to provide civic legal assistance to participants for matters that directly affect their success in a diversion program. The expense includes salary, benefits, and equipment needed for the job.	\$100,000.00
		\$0.00
		\$0.00
		\$0.00
Total		\$490,000.00
Variable Costs		
ReMerge	Detailed & Narrative Description	Cost
	Funds to assist supervision of ReMerge participants, specifically home visits and oversight for their expanded capacity to serve 75 participants at a time. This service is not eligible for compensation by a Medicaid or ODMHSAS contract.	\$35,000.00
	Drug testing funds for ReMerge participants who because of their needs for intensive services do not pay for their testing. This service is not eligible for compensation by a Medicaid or ODMHSAS contract.	\$5,100.00
	Transportation assistance for ReMerge participants as they have expanded their capacity to serve more women, they need additional transportation services to meet the needs of their clients. This service is not eligible for	\$30,000.00

	compensation by a Medicaid or ODMHSAS contract.	
<i>ReMerge</i>	Judicial training for oncoming Judge presiding over the ReMerge program. Additional funding for team building between the new Judge and the ReMerge team strengthen the relationship, establish a consistent docket, and create a collaborative and trusted team. This service is not eligible for compensation by a Medicaid or ODMHSAS contract.	\$10,000.00
<i>The Education and Employment Ministry (TEEM)</i>	Funding to create a team of 7 Supervision Engagement Officers who will provide supervision for the various diversion programs. The expense includes salary, benefits, and equipment needed for the job. This service is eligible for compensation by the ODMHSAS contract, but current contract funding would not cover amount needed for this project.	\$457,789.00
<i>The Education and Employment Ministry (TEEM)</i>	Funding for the TEEM Pretrial Release Initiative and a full-time case manager. The expense includes salary, benefits, and equipment for the case manager.	\$110,000.00
<i>Oklahoma County Diversion Hub</i>	Funding to add ten Recovery Navigator positions through the Diversion Hub and includes salary, benefits, and equipment to support each program's participants. This service is eligible for compensation by the ODMHSAS contract, but current	\$711,000.00

	contract funding would not cover amount needed for this project.	
Oklahoma County Diversion Hub	A CO-OP Coordinator who will oversee the CO-OP program, which includes communication with the Judge, Public Defender's Office, District Attorney's Office, and the treatment providers. The expense includes salary, benefits, and equipment needed for the job. This position will be embedded at The Diversion Hub and will oversee the CO-OP Case Managers who are funded through a partnership with ODMHSAS. They will also work closely with the CO-OP Case Supervisors embedded at TEEM. This service is eligible for compensation under the ODMHSAS contract, but current contract funding would not cover the amount needed for this project.	\$65,000.00
		\$0.00
		\$0.00
		\$0.00
Total		\$1,423,889.00
Miscellaneous (other costs further explained)	Detailed & Narrative Description	Cost
Program Incentives	Incentives to recognize positive behaviors encouraging diversion program participants to continue these behaviors. Studies suggest a ratio of 4:1 incentives to sanctions.	\$50,000.00

<i>Program Training</i>	With many new team members, this funding will provide training, especially for the Program Director, to ensure evidence-based best practices are being followed by the team.	\$20,000.00
<i>Transportation Assistance</i>	This funding will remove the barrier of transportation for participants in diversion programs. Approximately \$50,000 of these funds will be used for bus passes, including 7-day and 30-day passes. The remaining funds can be utilized by Program Coordinators as needed for participants' individualized needs which may include ride share apps or mileage reimbursement for Recovery Navigators.	\$151,000.00
<i>Compliance Drug Testing</i>	Additional testing for medication compliance for diversion participants who are prescribed mental health medication. This funding will allow for one compliance test per active participant each month for one year. Compliance testing results can help the multidisciplinary team of recovery navigators, treatment providers, supervision engagement officers, and the judge make better decisions regarding program decisions for each DREAMS Court participant.	\$90,000.00

<i>Drug Testing Indigent Assistance</i>	Participants of Drug Court, DUI Court, and Veterans Treatment Court are responsible for the \$11.00 cost of the urinalysis test which is required by the court at minimum 10 times a month. For new participants who are unemployed or those who may be underemployed, these tests can present a hardship. Drug testing assistance ensures everyone can participate in a diversion program regardless of their ability to pay for the drug test to adhere with the court requirements.	\$18,787.00
<i>Housing Assistance</i>	Removing the barrier of housing creates stability, which is the foundation to begin meaningful progress in treatment and recovery. This funding will be supplemental to other programs and available for diversion participants who demonstrate a need for assistance.	\$179,000.00
<i>Data Entry Contracts</i>	Contracted data entry staff will be added to help ease administrative work from the Program Coordinators and ensure timely and reliable data for reporting program outcomes. The Program Director will oversee the contract workers as they work closely with each Program Coordinator. Each contract worker is estimated to cost \$15 per hour and in total provide approximately 35 hours of data entry per work.	\$30,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Total		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$538,787.00

BIDDER - OKLAHOMA COUNTY

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BIDDER CONTACT INFORMATION:

Grant Administrator: Nikkiey Morton | Office: 405.713.1493 | Fax:
405.713.1491 | Email: Nikkiey.Morton@oklahomacounty.org

Date: December 15, 2023

Attention: Ariel Dean | Contracting Officer | Oklahoma Department of Mental
Health and Substance Abuse Services | Office: 405.760.0564 | Email:
Ariel.Dean@odmhsas.org

