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**STATE OF OKLAHOMA CONTRACT WITH FAMILY & CHILDREN'S SERVICES, INC.**

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma Department of Mental Health and Substance Abuse Services ("ODMHSAS") and Family and Children's Services, Inc. ("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 ("Effective date"). The term of the Contract is 1 (one) year with 5 (five) one-year options to renew.

**Purpose**

The State is awarding the Contract to Supplier for the provision of behavioral health services for Tulsa County. Supplier will be responsible for delivering services in an engaging, supportive environment aimed at achieving positive outcomes for consumers. Key responsibilities shall include facilitating access to necessary services, ensuring the appropriateness of care, and promoting overall client satisfaction. Services must focus on consumer empowerment, wellness, recovery, and integration into the community. Additionally, they should be built on individual strengths, provided in natural settings, and uphold the human dignity and value of each consumer. Services provided must be trauma-informed, gender-specific, co-occurring capable, age-appropriate, and culturally competent to meet the diverse needs of all consumers. Supplier submitted a proposal containing no exceptions to the Solicitation. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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. 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 EV000000672, Attachment A;
  - 2.2. Solicitation Specifications and Requirements, Exhibit 1;
  - 2.3. Amendments to the Solicitation, Amendments 1-4;
  - 2.4. Oklahoma General Terms, Attachment B;
  - 2.5. Intentionally Omitted, Attachment C;
  - 2.6. Intentionally Omitted, Attachment D;
  - 2.7. Response to Specification and Price, Attachment E1;
  - 2.8. Pricing, Exhibit Attachment E2; and
  - 2.9. Value Add Offerings, Attachment E3.

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.
- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.3. The parties acknowledge and agree that rates are established pursuant to the Oklahoma Medicaid State Plan, as approved by the Centers for Medicare & Medicaid Services and maintained by the Oklahoma Health Care Authority. The State Plan is available at: <https://oklahoma.gov/ohca/policies-and-rules/plans-and-waivers.html>

Supplier shall be reimbursed solely in accordance with the rates and methodologies set forth in the Oklahoma Medicaid State Plan, which are paid to the Supplier solely by the Oklahoma Health Care Authority. ODMHSAS's reimbursement obligations are addressed in their underlying contract with the Oklahoma Health Care Authority, and no payment shall be made from ODMHSAS to the Supplier under this Contract.

Pursuant to 62 O.S. § 34.401(3), "The Oklahoma Department of Mental Health and Substance Abuse Services shall be prohibited from entering into contracts that do not clearly state a maximum fiscal obligation." This Contract is funded exclusively through Medicaid reimbursement. ODMHSAS shall not pay any additional funds under this Contract; all payments to Supplier shall be made pursuant to the Oklahoma Medicaid State Plan as administered by Oklahoma Health Care Authority and can be found here: <https://oklahoma.gov/ohca/policies-and-rules/plans-and-waivers.html>

- 3.4. Effective September 1, 2025, OAC 450:17-1-6 was amended. It now provides, in relevant part, "[o]nly one certified CMHC is allowed per service area, with the exception of Oklahoma County and Tulsa County. Oklahoma County and Tulsa County, in their entirety, shall be joint service areas available to every CMHC with at least one (1) certified CMHC location within the county. The Commissioner shall designate the number of CMHCs that may obtain certification within Oklahoma County and Tulsa County." The Commissioner has authorized four providers in Tulsa County and Supplier may operate in the entirety of Tulsa County.

4. The Office of Management and Enterprise Services is not responsible for payment obligations.

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. 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.

## **SIGNATURES**

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

**STATE OF OKLAHOMA  
by and through the OKLAHOMA  
DEPARTMENT OF MENTAL HEALTH AND  
SUBSTANCE ABUSE SERVICES:**

By: 

Name:

Title:

Date:

**FAMILY AND CHILDREN'S SERVICES,  
INC.**

By: 

Name: Adam Andreassen

Title: President and CEO

Date: 12 / 17 / 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., § 85.5 concerning acquisitions by state agencies.

By:   
Amanda Otis (Dec 22, 2025 08:51:42 CST)

Name: Amanda Otis

Title: State Purchasing Director

Date: Dec 22, 2025

# Attachment A

## Solicitation No. EV00000672

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) by and through the Office of Management and Enterprise 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.

### I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of ODMHSAS ) from qualified suppliers interested in providing services under a contract for Certified Community Behavioral Health Clinic (CCBHC) contractors. ODMHSAS will award one (1) contract per designated catchment area, resulting in a total of four (4) contract awards to four (4) different qualified suppliers. The goal is to provide high-quality behavioral health services to individuals residing in Tulsa County, covering the four established CCBHC catchment areas. This request for proposals stems from the increased acuity of individuals seeking care in the region and the growing demand for behavioral health services. The selected contractor will be responsible for delivering services in an engaging, supportive environment aimed at achieving positive outcomes for consumers. Key responsibilities shall include facilitating access to necessary services, ensuring the appropriateness of care, and promoting overall client satisfaction. Services must focus on consumer empowerment, wellness, recovery, and integration into the community. Additionally, they should be built on individual strengths, provided in natural settings, and uphold the human dignity and value of each consumer. The contractor must demonstrate a clear understanding of its role as a provider within the broader state-wide mental health and substance abuse service system for both children and adults. Collaboration with other providers, as necessary, to ensure access to services and continuity of care is essential. The contractor will also be expected to work closely with ODMHSAS in the ongoing implementation of transformational initiatives, including the integration of emerging evidence-based practices. Services provided must be trauma-informed, gender-specific, co-occurring capable, age-appropriate, and culturally competent to meet the diverse needs of all consumers. Bidders are welcome to submit proposals for any or all of the catchment areas; however, only one catchment area will be awarded per bidder. Additionally, the resulting contract may be designated for use as a Statewide Contract.

The Contract is awarded on behalf of ODMHSAS for Certified Community Behavioral Health Clinic (CCBHC) contractors.

**1. Contract Term and Renewal Options:**

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are five (5) one-year options to renew the Contract.

**2. Solicitation Criterion:**

The Bid will be evaluated using the best value/lowest and best criterion, based on the following:

- 2.1.1. Price  
2.1.2. Attachment A,  
2.1.3. Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6, and Exhibit 7.

**3. Scope and Description:**

- 3.1. The Bid Response must reflect for each requirement on Attachment A, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 5. whether the requirement is met by an out-of-the-box solution or whether the requirement necessitates customization to the Bidder's proposed solution.  
3.2. The Bid Response must demonstrate the Bidder's ability to meet or exceed the mandatory specifications outlined in the attached Exhibit 1.

**4. Pricing**

- 4.1. Pricing shall be proposed as a single total firm, fixed cost and include all information concerning fees, other costs, and any other information relevant to the total cost.  
4.2. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

**5. Executive Summary and Company Information are on Exhibit 02: Executive Summary and Company Information.**

**6. The response to pricing shall be proposed using Exhibit 03: Price Template.**

**7. Value-added products and/or services within scope of the Acquisition are to be included in Exhibit 03**

**8. Business References are to be on Exhibit 04: Bidder Reference Worksheet.**

**9. Third-party vendor information is included on Exhibit 05: Third Party Supplier Information.**

## II. STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS

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 Amendment. 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 Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 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**

- 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 a proper purchase order has been issued.
- 2.2** 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 Amendment. 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.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

**3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

#### **4 Pricing**

**4.1** 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.

**4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

**4.3** 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

**4.4** 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

**4.5** Pursuant to OAC 260:115-9-1, 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.

## **5 Invoices and Payments**

**5.1** 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 This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

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 30 days, but shall not be deemed late until 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.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

## **6 Oklahoma 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. 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) pricing 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.

## **7 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees 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.

## **8 State Shall Not Indemnify**

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

## **9 Indemnification Coordination of Defense**

**9.1** 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.

## **10 Termination for Funding Insufficiency**

**10.1** 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.

**10.2** 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.

- 10.3** 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.

## **11 Suspension of Supplier**

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.

**12 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.

**13 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.

**14 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract 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. Notice information may be updated in writing to the other party as necessary. 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 email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

**If sent to the State:**

State Purchasing Director  
2401 North Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel  
2401 North Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

## **15 Miscellaneous**

### **15.1 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 of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

### **15.2 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.

### **15.3 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.

### **15.4 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.

### **15.5 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.

### **15.6 Section Headings**

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

### **15.7 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; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

### **15.8 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.

## **15.9 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority 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.

## **15.10 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.

## Exhibit 01

**This Request Proposal is for four (4) Tulsa County CCHB catchment areas – Northeast, Northwest, Southeast and Southwest (see map below). Vendors are invited to submit bids for all four Tulsa County CCHB areas. Please note that only one vendor will be selected per each Tulsa County CCHB Area. In no event will a single vendor be awarded more than one (1) Tulsa County CCHB catchment area.**

### 1. Mandatory Requirements

- 1.1. The Bidder shall comply with all requirements in this bid and provide a written response to each Mandatory Requirement. The bidder's compliance with the requirements in this bid shall be determined according to the sole unrestricted discretion of ODMHSAS.
- 1.2. Eligible provider organization (Bidder) must be a Certified Community Behavioral Health Clinic (CCBHC) by ODMHSAS standards, a qualified Medicaid provider and a 501(c)(3) private, non-profit entity or a tribal entity willing to become certified as a CCBHC, or a 501(c)(3) private provider willing to become certified as a CCBHC within 6 months of award. Payment for services provided at any site under this award is contingent upon, and may not be initiated until, the site has completed ODMHSAS certification as a CCBHC.
- 1.3. The Contractor shall at all times carry and maintain Commercial General liability insurance of no less than one million dollars (\$1,000,000) for any aggregate claim per incident. Professional services Contractor, must also provide Professional Liability insurance to adequately compensate persons for an act of professional negligence by the Contractor, its agents, employees or the like. A copy of Commercial General Liability insurance and Professional Liability insurance is to be submitted with the bid response.
- 1.4. Contractors are expected to comply with all applicable statutes and rules including but not limited to Title 43A; Title 450, Chapter 15, Chapter 17, Chapter 23, and Chapter 55 .
- 1.5. Contractors must respond to all adult and child mobile response requests dispatched by the ODMHSAS 988 call center 24 hours a day, 7 days per week.
- 1.6. Contractors are expected to comply with all applicable manuals, to include the CCBHC Manuals and ODMHSAS Service Manual (<http://www.odmhsas.org/arc.htm>, Documents), and the Eligibility and Target Population Matrix (<http://www.odmhsas.org/arc.htm>, Documents, Statements of Work, choose current fiscal year).

- 1.7. Contractors shall provide the 9 required CCBHC Services directly or through formal partnership which include: 1) Crisis Services, 2) Outpatient Mental Health and Substance Use Services, 3) Person-and-Family-Centered Treatment Planning, 4) Community-Based Mental Health Care for Veterans, 5) Peer and Family/Caregiver Support and Counselor Services, 6) Targeted Case Management, 7) Outpatient Primary Care Screening and Monitoring, 8) Psychiatric Rehabilitation, 9) Screening, Diagnosis, and Risk Assessment.

## **2. Access to Services**

- 2.1. In determining a consumer's initial and ongoing eligibility for any service, Contractor may not exclude an individual of any age based on the following factors: Also see the Eligibility and Target Population Matrix on the ARC website for detailed information (<http://www.odmhsas.org/arc.htm>, Documents, Statements of Work, choose current fiscal year).
  - 2.1.1. The consumer's past or present mental health or substance use issues;
  - 2.1.2. The presumption of the consumer's inability to benefit from treatment;
  - 2.1.3. The specific substance used by the consumer;
  - 2.1.4. The consumer's continued substance use;
  - 2.1.5. The consumer's level of success in prior treatment episodes;
  - 2.1.6. The consumer's designation as a sex offender; or
  - 2.1.7. The consumer's past history of violence or incarceration.

## **3. Yearly Surveys by ODMHSAS**

- 3.1. The ODMHSAS will rate the following criteria throughout duration of this contract on a yearly basis. The ODMHSAS does the satisfaction surveys for all the CMHCs through mail-outs and the enhanced tier payment system results in its Decision Support Services.
  - 3.1.1. Survey Criteria:
    - 3.1.1.1. History of Enhanced Tier Payment System Results.
    - 3.1.1.2. Client Consumer Satisfaction Survey Results.
    - 3.1.1.3. Number of persons served on the most in need (MIN) list.
    - 3.1.1.4. Reduction in inpatient bed days.
    - 3.1.1.5. Reduction in jail days.

## **4. Conditions**

- 4.1. Contractors' staff must attend trainings and meetings required by the ODMHSAS.

- 4.2. Contractors must agree to submit data and participate in the established ODMHSAS evaluation process.
- 4.3. Any changes in program operations must be submitted to the ODMHSAS.
- 4.4. 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 Contractor 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 date of non-compliance will be paid. A 30-day notification must be submitted to the ODMHSAS before the cancellation of a contract.

## **5. Compensation**

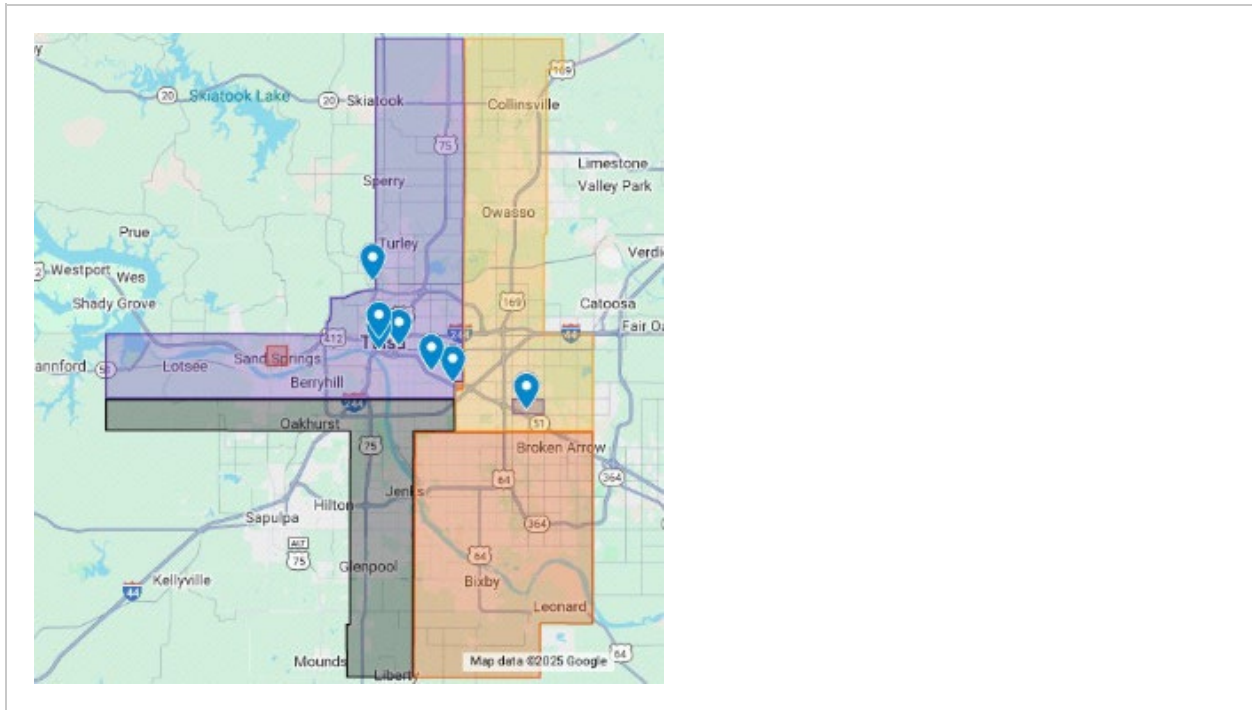
- 5.1. Compensation and billing pursuant to this contract shall be in accordance with the CCBHC Manuals and the ODMHSAS Services Manual (<http://www.odmhsas.org/arc.htm>, Documents).
  - 5.1.1. For eligible services, Customer Data Core (CDC) information must be filled out appropriately and completely with any level of care change or at a minimum of every six (6) months to obtain payment through this contract. If any of the information is determined missing from the CDC or not properly updated, the Department has the right to credit services provided to that consumer, request recoupment, or suspend payment. CDC information shall be entered into a location and format as prescribed by the department. A quality initiative (QI0 line is required before payment of any CCBHC services QI lines will not be issued unless a current CDC has been entered for the respective consumer. Contractor is required to comply with the ODMHSAS Services Manual and is hereby incorporated by reference. Contractor must follow all OHCA and ODMHSAS policies and guidelines pursuant to compensation.
- 5.2. Contractor is eligible to participate in the ODMHSAS Enhanced Tier Payment System (ETPS) program, established in accordance with attachment 4.19-B, page 24 of the Oklahoma Medicaid State Plan, as approved by the Center for Medicare and Medicaid Services (CMS) and the Oklahoma Health Care Authority (OHCA).
- 5.3. ODMHSAS compensation for services within this RFP is \$0.00 with the exception of quarterly ETPS payments determined by Contractor's results on twelve predetermined outcome measures.
  - 5.3.1. Contractor is responsible for contributing to the ETPS match funds pool based on core service dollars provided by ODMHSAS for this service area and number of clients served.

- 5.3.2. ETPS match funds contribution may be made in the form of the value of pending services provided to indigent individuals.
- 5.4. ODMHSAS reserves the right to provide compensation in support of services to indigent clients or special programs and services not covered by Medicaid or any other funding source at a later date, as budget allows.
- 5.5. ODMHSAS is the payer of last resort.

## 6. Core Service Functions

- 6.1. Certain contract requirements related to the core service functions are set forth in Oklahoma rules, Title 450, Chapter 17, Part 25 (450:17-5-170 through 450:17-5-192).

## 7. Tulsa county CCHB areas. NE, NW, SE, and SW



## ATTACHMENT B

### STATE OF OKLAHOMA NEGOTIABLE 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 Contract Order of Priority**

**1.1** 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 Amendment.
- B.** terms contained in this Contract document.
- 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.** any applicable Solicitation.
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law.
- F.** any statement of work, work order, or other mutually agreed Contract documents.

**1.2** 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 Amendment.

## 2 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:

- 2.1 **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.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **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.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **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.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 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.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.

### **3 Additional Pricing**

- 3.1** 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.
- 3.2** Supplier shall have no right of setoff.
- 3.3** 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.

## 4 **Ordering, Inspection, and Acceptance**

- 4.1 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.
- 4.2 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 260:115-9-1, 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.

- 4.3 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.
- 4.4 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.

## **5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 5.1 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 notice of cancellation and includes 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 \$2,000,000 per occurrence.
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
- D.** If the Supplier will access, process, or store state data, then 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
- E.** Additional coverage required in writing in connection with a particular Acquisition.

**5.2** 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.

**5.3** 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.

## **6 Compliance with Applicable Laws**

**6.1** 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 are 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. §1325 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 [Home | 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.

- 6.2** 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 [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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.

- 6.9** 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.
- 6.10** 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.

## **7 Audits and Records Clause**

- 7.1** 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.
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.

## **8 Confidentiality**

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

## **9 Assignment and Permitted Subcontractors**

- 9.1** 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.
- 9.2** 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.

- 9.3** 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.
- 9.4** 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.
- 9.5** 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.

## **10 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agrees to provide the State with a description of the background check process to include any vendor's

used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the background check. 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 verification of 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.

## **11 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.

## **12 Indemnification**

### **12.1 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.

## **12.2 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.

## **12.3 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 and where applicable the Attorney General of Oklahoma, 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.

#### **12.4 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.

### **13 Termination for Cause**

- 13.1** 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.
- 13.2** 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.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** 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.

**13.5** 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 260:115-9-1 is an example.

## **14 Termination for Convenience**

**14.1** 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.

**14.2** 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.

## **15 Suspension of Supplier**

**15.1** 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.

**15.2** 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.

**15.3** 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.

## **16 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.

## **17 Force Majeure**

**17.1** 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.

**17.2** 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.

**17.3** 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.

## **18 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.

## **19 Miscellaneous**

### **19.1 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.

## **19.2 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.

## **19.3 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.

## **19.4 Entire Agreement**

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. 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 certifications, including any completed electronically, are incorporated by reference into the Contract.



**Date of Issuance:** 04/18/2025 **Solicitation/Event No.** EV00000672  
**Requisition No.** \_\_\_\_\_ **Amendment No.** 1

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

**RETURN TO:** [Supplier Portal \(oklahoma.gov\)](http://Supplier Portal (oklahoma.gov))

RICHARD DIAZ  
Contracting Officer

[RICHARD.DIAZ@OMES.OK.GOV](mailto:RICHARD.DIAZ@OMES.OK.GOV)  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice:  
  
Attachment B has been replaced with an updated a new version of Attachment B title Attachment B updated.

b. All other terms and conditions remain unchanged.

Family & Children's Services, Inc.  
Supplier Company Name (**PRINT**)

4/24/2025  
Date

Adam Andreassen, PsyD  
Authorized Representative Name (**PRINT**)

President and CEO  
Title

  
Authorized Representative Signature



Date of Issuance: 04/28/2025 Solicitation/Event No. EV00000672  
Requisition No. 4520013068 Amendment No. 2

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](http://Supplier Portal (oklahoma.gov))

RICHARD DIAZ  
Contracting Officer

[RICHARD.DIAZ@OMES.OK.GOV](mailto:RICHARD.DIAZ@OMES.OK.GOV)  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice:


**The requirements outlined in Exhibit 1, Section 1.2, have been revised to read as follows:**

Eligible provider organization (Bidder) must be a Certified Community Behavioral Health Clinic (CCBHC) by ODMHSAS standards, a qualified Medicaid provider, and a 501(c)(3) private, non-profit entity or a tribal entity willing to become certified as a CCBHC, or a 501(c)(3) private provider willing to become certified as a CCBHC within 6 months of award. Payment for services provided at any site under this award is contingent upon, and may not be initiated until, the site has completed ODMHSAS certification as a CCBHC.

b. All other terms and conditions remain unchanged.

Family & Children's Services  
Supplier Company Name (**PRINT**)

Adam Andreassen, PsyD President and CEO  
Authorized Representative Name (**PRINT**) Title

May 08, 2025  
Date   
Authorized Representative Signature



**Date of Issuance:** 04/28/2025 **Solicitation/Event No.** EV00000672  
**Requisition No.** 4520013068 **Amendment No.** 3

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

**RETURN TO:** [Supplier Portal \(oklahoma.gov\)](http://Supplier Portal (oklahoma.gov))

RICHARD DIAZ  
Contracting Officer

[RICHARD.DIAZ@OMES.OK.GOV](mailto:RICHARD.DIAZ@OMES.OK.GOV)  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice:

**Please disregard Amendment No.2**

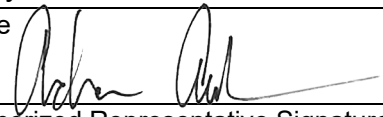
**The requirements outlined in Exhibit 1, Section 1.2, have been revised to read as follows:**

1.2. Eligible provider organization (Bidder) must be a Certified Community Behavioral Health Clinic (CCBHC) by ODMHSAS standards.

b. All other terms and conditions remain unchanged.

Family & Children's Services  
Supplier Company Name (**PRINT**)

Adam Andreassen, PsyD President and CEO  
Authorized Representative Name (**PRINT**) Title

May 08, 2025  
Date   
Authorized Representative Signature



Date of Issuance: 05/12/2025

Solicitation/Event No. EV00000672

Requisition No. 4520013068

Amendment No. 4

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](http://Supplier Portal (oklahoma.gov))

RICHARD DIAZ  
Contracting Officer

[RICHARD.DIAZ@OMES.OK.GOV](mailto:RICHARD.DIAZ@OMES.OK.GOV)  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice:

**1. The requirements outlined in Attachment A, Section 2 have been revised as follows:**

Bids will be evaluated based on the best value criterion, based on the following:

**2. Answers to Q and A**

**In Exhibit 1, section 1.2, you describe the Bidder requirements. Just to clarify, can the bidder not currently be a CCBHC but is a 501(c)3 that is willing to become a CCBHC? The way the section is worded is causing some confusion.**

**Yes, prior to Amendment 3, the bidder could have been a 501(C)3 that is willing to become a CCBHC. However, following the amendment, the bidder must be a current certified CCBHC.**

**In reference to the attached Amendment 3 released today (4/28), please confirm the change to the allowed bidders. Previously, the RFP stated that 501c3 private providers willing to become a CCBHC within 6 months of award were eligible to bid. Has this been removed, thereby disallowing any provider who does not currently possess a CCBHC certification?**

Yes, this has been removed, disallowing any provider who does not possess a CCBHC certification.

**Attachment A(l):** The final line of Paragraph 1 states “additionally, the resulting contract may be designated for use as a Statewide Contract? What would it mean if the contract was designated for use as a Statewide Contract?”

If it is decided that this is a fit for a statewide contract, this solicitation may be used in the creation of a statewide contract.

**Attachment A(l):** The second to last sentence of Paragraph 1 states “bidders are welcome to submit proposals for any or all of the catchment areas.” If submitting for more than one catchment area, is the bidder required to submit a separate bid for each catchment area? If so, what are the instructions to identify the various submitted bids?

If bidding for more than one, a separate bid should be submitted. However, no CCBHC will be awarded more than one catchment area.

**Attachment A(l):** The second to last sentence of Paragraph 1 states “bidders are welcome to submit proposals for any or all of the catchment areas.” If submitting for more than one catchment area, is the bidder permitted to identify preference priority for the catchment areas?

Bidders may state catchment area of preference.

**Attachment A(l)(2) Selection Criteria:** Beyond the information included in this subsection that the bid will be evaluated using the best value/lowest and best criterion based on responses to the required attachments and exhibits, please describe in detail the evaluation and review process. Please include criteria for selecting reviewers and the scoring process.

We receive the bids, and our evaluation team scores them based on predefined requirements. A recommendation is then made based on the evaluation results. The agency selects its reviewers and determines the scoring criteria

**Bidder Instructions Section 7.2(7)** requests the average client size (i.e., employee count). As clients and employees are different, please define what average you are seeking? Is it the number of clients? Is it the average case load per a defined employee role? Is it something else? If so, please define.

Average staff to client ratio.

**Bidder Instructions Section 7.3(d)(1)** requires disclosure of “any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract.” Should bidders who received notice from OMES on April 10, 2025 that their contracts for Tulsa County were terminated as of May 10, 2025 (not indicated as being for failure to perform) disclose this in their bid response?

Yes.

**Bidder Instructions Section 7.5:** In the event an awarded bidder has service locations and/or facilities outside of the catchment area for which they are awarded, should they request a carve out exception for their locations/facilities in this Requested Exceptions section?

Yes. Exceptions may or may not be granted.

**Bidder Instructions Section 7.7(f)** states “If service level agreements are required, the

proposed service level agreement shall be inserted in this section.” The other RFP documents do not seem to indicate there is a requirement for a service level agreement. Is this required or should the bidder respond “N/A” to this subsection?

Yes, bidder can respond NA to this section.

Bidder Instructions Section 7.7(g) states “If a Statement of Work is required, the proposed draft shall be inserted in this section.” The other RFP documents do not seem to indicate there is a requirement for a Statement of Work. Is this required or should the bidder respond “N/A” to this subsection?

If a statement of work is required this will be completed by ODMHSAS, bidder can respond NA.

Bidder Instructions Section 7.9 (Financial Information) states: if requested, Bidder shall submit up to the last three years audited financial statements and up to three years tax returns in this section. The other RFP documents do not seem to indicate there is a request for financial information. Is this required or should the bidder respond “N/A” to this section?

It is requested.

Bidder Instructions Section 7.10 (Business References): Can the bidder submit letters of support in addition to the required business references, and if submitted, will they be evaluated as part of the bid response?

Letters of support included beyond those required in section 7.10 will not be included in the evaluation.

Bidder Instructions Section 9 (Contract Award Notice): What is the anticipated timeline for review and award of the bid contracts?

We are trying to award before July 1, 2025.

Bidder Instructions – Public Bid Opening: The Bidder Instructions for other RFPs from ODMHSAS typically include a section titled “Bid Public Opening” with the following instructions: “There will be no physical Bid openings. A public Bid opening, which will disclose the name of each Bidder and no further information, will be conducted on a per request basis via TEAMS provided the Contracting Officer receives a written request no later than 48 hours prior to the Bid Response Due Date and Time. TEAMS information will be provided to anyone requesting a public Bid Opening.” These instructions do not seem to be available in this present RFP. What is the process to request a public Bid opening?

We don't ever tell bidders who else has bid on the event.

If I am looking to put in a bid as a staffing agency what all needs to be submitted?

This would not work for a staffing agency, you have to be certified as a CCBHC to submit a bid.

Bidder Instructions Section 5 (Requested Exceptions): If a requested exception is not granted, would that in any way preclude a bidder from being awarded? Or would an award be made with the exception just being denied?

This exemption is in 7.4 of the bidder instructions.

Exhibit 7: The application documents contain an Exhibit 7 Risk Assessment, but the Bidder Instructions do not specify which Section of the bid response that the completed Exhibit 7 should be included. Please clarify?

There is not a specific place just name your response exhibit 7.

Page 4 of the Bidder Instructions article 7.2 indicates that we are to place Exhibit 1 in the “Executive Summary and Company Information” Section (Section Two) of the response. Exhibit 1 is the mandatory specifications and Exhibit 2 is the Executive Summary document. Are we to interpret reference to Exhibit 1 at 7.2 as an error and we should include Exhibit 2 in Section Two of the Bid Packet and our response to the mandatory specifications of Exhibit 1 are to be placed in Section 7?

**Just name your response to the Exhibit number (i.e. If it is a response to exhibit 1 name it exhibit 1).**

Page 5 of the Bidder Instructions article 7.2.8. indicates that Exhibit 2 is to include “Locations where the Bidder’s solution has been deployed”. This item is missing from the Exhibit 2 Spreadsheet. We are assuming that Bidder’s locations would be item “7.2.h” and we would indicate the locations on the spreadsheet. Or do you want an attachment that lists all the locations?

**You can include them on the spreadsheet.**

Page 7 of the Bidder Instructions article 7.7.a. indicates that Section 7 is where we submit how we “meet or exceed any Acquisition specifications such as Mandatory or Non-Mandatory specifications and requirements found in Attachment A”. Attachment A, Section I., article 3.3.2. seems to indicate that the only narrative response to be submitted in Section 7 is to “demonstrate the Bidder’s ability to meet or exceed the mandatory specifications outlined in Exhibit 1”. We understand this to mean that we are to only provide a narrative description responding to Exhibit 1, Item 1. Mandatory Requirements, articles 1.1. through 1.7. Is this correct?

**Any exhibit that we have in the RFP requires a response.**

Page 9 of the Bidder Instructions article 7.8.e. indicates we are to submit a “firm, fixed price”. Exhibit 3, Item 1 asks for the same and adds “all relevant details, including fees, additional cost, and any other information pertinent to the overall cost per year”. Do we understand that you are only asking for a PPS base rate, and that rate encompasses “all relevant details, including fees, additional cost, and any other information pertinent to the overall cost per year”? Or are you asking for something more than the PPS base rate?

**I would suggest “Please follow Bidder Instructions and submit all relevant details, including fees, additional cost, and any other information pertinent to the overall cost per year” as an answer so that it is consistent with what is requested in the instructions. I am not sure we can or want to deviate from that guidance.**

Also, page 9 of the Bidder Instructions article 7.8.e. indicates that we are to submit a firm, fixed price “for the term, including optional renewal terms, of the Contract”. Page 2 of Attachment A, indicates, “The initial Contract term, which begins on the effective date of the Contract, is one year and there are five (5) one-year options to renew the Contract”. Are we to give you one price for the initial Contract year, and then are we to anticipate our subsequent rates for each one-year renewal option? Or are we going to be “rebased” off year 1 and thus we are not to indicate rates for each of the five renewal years?

**We want estimated costs for each of the 5 years?**

It is not clear from the Bidder’s Instructions where Exhibits 6 and 7 are to be placed in the Bid packet. We understand that Exhibit 6 may only be informative to bidders and is not to

be placed in the packet, but in what section is Exhibit 7 to be placed?

**Just include it in the response and name it exhibits 6&7.**

Exhibit 2 article 7.2 indicates that we can provide “marketing information”. Are we or can we attach marketing materials to Exhibit 2 (brochures, etc.)?

**Yes.**

b. All other terms and conditions remain unchanged.

Family & Children’s Services

Supplier Company Name (**PRINT**)

May 13, 2025

Date

Adam Andreassen, PsyD

Authorized Representative Name (**PRINT**)

President and CEO

Title



Authorized Representative Signature

Family & Children's Services (FCS)

Response to Solicitation # EV00000672 – ODMHSAS CCBHC – Tulsa County (NW/Purple catchment area)

Due: May 19, 2025 by 3:00 PM

### a. Response to Specifications and Requirements

Family & Children's Services (FCS) is an existing, state-certified CCBHC and complies with all Exhibit 1 and Attachment A specifications.

For 104 years, Family and Children's Services (FCS) has served the Tulsa community as a safety net. With deep community roots, we have built trust, resilience, and transformed thousands of lives. As the primary mental health provider, FCS doesn't just serve Tulsa; FCS is part of the core foundation of Tulsa. Since 2021, FCS has proudly held its Certified Community Behavioral Health Clinic (CCBHC) designation, allowing FCS to expand services and elevate the quality of care for Tulsa residents. Now well established as a CCBHC, FCS plays an ever more critical role in transforming the landscape of mental health and substance use disorder services to ensure comprehensive, integrated care for those in need. FCS has 10 convenient sites and over 170 community-based locations, where we provide immediate, no-appointment- needed access to inclusive, whole-person services—regardless of insurance, income, or circumstance. From crisis intervention and trauma-informed therapy to physical health screenings, peer recovery, and long-term life goal support, FCS delivers compassionate, coordinated care that empowers individuals and families to heal, thrive, and fully participate in their communities. Our services build on individual strengths, honor every person's dignity, and seek collaborative partnerships with providers and community organizations to ensure access and continuity of care.

In a recent Healthy Minds report, a need was highlighted to focus on underserved populations, particularly in north Tulsa, which was a focus of the 2023 RFP reviewers. In recent years, FCS has made significant strides in reaching out to these communities, connecting with their leaders, and ensuring that FCS providers embody the culture and values of these areas. FCS is proud to launch our second co-located facility with Morton Comprehensive Health Services, a Federally Qualified Health Center (FQHC), in North Tulsa.

FCS is grateful to be given the opportunity to showcase our history of performance and plans for additional services. While recent concerns have been raised regarding the financial practices of some CCBHCs, FCS has consistently demonstrated fiscal responsibility, ensuring that taxpayer funds are directed toward enhancing client services and outcomes, rather than administrative overhead. It is FCS's belief that our experience, track record, innovation, and proven quality are the best options for the NW/purple catchment area and the needs of ODMHSAS in this current environment of additional mental health needs and decreases in mental health funding. This RFP response showcases our data, highlights services, and discusses future innovations. What makes FCS uniquely qualified to be the CCBHC for the purple/NW catchment area is our track record, as the longest standing CMHC and now CCBHC in the Tulsa area, implementing successful and innovative programs resulting in impactful outcomes.

#### **Purpose:**

Family & Children's Services (FCS) expands access to timely, comprehensive behavioral health services by slashing wait times, bridging critical service gaps, and setting a new standard for care—one that is integrated, accessible, and rooted in dignity. Our model enhances the delivery, integration, and coordination of primary medical care, mental and behavioral health care, and long-term support systems across the lifespan for individuals and families.

Through FCS's robust continuum of care, we increase the availability and scope of mental health and substance use services for individuals with serious mental illness (SMI), substance use disorders (SUD), co-occurring conditions, and children and youth with serious emotional disturbance (SED). All core CCBHC services are delivered to Tulsa's most vulnerable populations, ensuring prompt access to comprehensive care without requiring individuals to navigate fragmented systems.



Going beyond traditional mental and behavioral health services, FCS addresses physical health conditions, chronic illnesses, and urgent social, financial, employment, and environmental needs—covering the full spectrum of social determinants of health (SDOH). Through its longstanding partnership with Morton Comprehensive Health Services, a Federally Qualified Health Center (FQHC), FCS is the only Tulsa CCBHC with an embedded FQHC. Our team-based, whole-person care approach emphasizes self-determination, personal choice, and individualized care planning, grounded in dignity and designed to improve outcomes and quality of life.

At the heart of our mission is a commitment to equity and accessibility. We maintain a workforce reflective of our community and are guided by the principle that services must be available and inclusive for all. Services are designed to promote recovery, wellness, and community integration, and are delivered in natural settings that honor the strengths and values of each individual.

**1.5 Contractors must respond to all adult and child mobile response requests dispatched by the ODMHSAS 988 call center 24 hours a day, 7 days per week.**

Family & Children's Services (FCS) is uniquely positioned to fulfill the crisis services expectations outlined in this RFP due to its established leadership and operational experience in the 988 system. FCS Community Outreach Psychiatric Emergency Services (COPES) program serves as both a 988-designated mobile crisis responder and a rollover call center.

Our 24/7 mobile teams deliver real-time, trauma-informed, community-based crisis intervention for children, adults, and families. As a trusted partner in the 988 network, FCS provides overflow call support for the 918 area and maintains strong coordination with statewide 988 hubs, law enforcement, and healthcare partners.

FCS is contracted with the 988 Suicide and Crisis Lifeline and trains staff using 988 best-practice curricula aligned with national clinical standards and local community needs. COPES also partners with local school districts, such as Tulsa, Jenks, and Union, to provide immediate, on-site crisis support, reduce emergency interventions, and promote long-term recovery.

This dual function not only highlights our deep familiarity with 988 protocols, systems, and expectations but also reinforces FCS's capacity to deliver high-quality, responsive care in alignment with national best practices. Our infrastructure, clinical expertise, and real-time coordination with law enforcement, emergency services, and healthcare partners make us a trusted leader in Oklahoma's crisis response network.

With deep expertise, robust infrastructure, and a commitment to continuous improvement, FCS is prepared to expand and evolve with the state's growing behavioral health needs.

**1.6 Contractors are expected to comply with all applicable manuals, to include the CCBHC Manuals and ODMHSAS Service Manual (<http://www.odmhsas.org/arc.htm>, Documents), and the Eligibility and Target Population Matrix (<http://www.odmhsas.org/arc.htm>, Documents, Statements of Work, choose current fiscal year).**

Family & Children's Services (FCS) acknowledges and agrees to comply with Exhibit 1 Section 1.6. FCS has a well-established record of compliance with all requirements outlined in the CCBHC Manual, the ODMHSAS Service Manual, and the Eligibility and Target Population Matrix. In its more than 20-year history of holding Chapter 17 CMHC certification, FCS has consistently maintained its certification in good

standing. FCS is additionally certified with special distinction for Chapter 18 SUD services, Chapter 23 CBSCC, and Chapter 55 PACT.

FCS's performance as a CCBHC has been consistently strong. During the most recent CCBHC evaluation period, FCS earned a total fidelity review score of 92%—an “A” grade—outperforming the statewide CCBHC average score of 82%. In each of the four assessment categories, FCS scored above the statewide average, reflecting a commitment to excellence and continuous improvement.

The most recent CCBHC fidelity review was conducted by ODMHSAS on April 30, 2024. In a follow-up communication dated August 12, 2024, ODMHSAS praised FCS, stating: “A comprehensive site review was conducted on April 30th, 2024, at your Tulsa location as part of the CCBHC assessment. It was a privilege to tour your facility, engage with your team, and witness firsthand the commendable initiatives undertaken by your agency.”

This strong record of compliance, quality, and distinction underscores FCS's readiness and continued commitment to serving as a trusted CCBHC provider for the Tulsa community.

**1.7 Contractors shall provide the 9 required CCBHC Services directly or through formal partnership which include: 1) Crisis Services, 2) Outpatient Mental Health and Substance Use Services, 3) Person- and-Family-Centered Treatment Planning, 4) Community-Based Mental Health Care for Veterans, 5) Peer and Family/Caregiver Support and Counselor Services, 6) Targeted Case Management, 7) Outpatient Primary Care Screening and Monitoring, 8) Psychiatric Rehabilitation, 9) Screening, Diagnosis, and Risk Assessment.**

**1) Crisis Services:**

In partnership with public safety agencies and local school districts, FCS's crisis response system is transforming mental health emergency care. At the heart of Tulsa's behavioral health crisis response system is a powerful network of coordinated crisis services designed to ensure that every individual experiencing a mental health crisis has someone to call, someone to respond, and somewhere to go 24/7. This framework is based on SAMHSA's best practice model, CRISIS NOW.

These crisis response services, described below, work together to make sure that everyone in crisis receives support. Whether it's a child in school, a person dialing 911, or a family struggling in the middle of the night, FCS and its partners in the crisis response network offer someone to contact, someone to help, and a place to turn—focused on dignity, recovery, and hope. The three main crisis response pathways to engage clients with emergency and/or crisis needs are:

**Crisis Response: Outpatient Services:** All FCS service providers are trained in suicide and homicide prevention and intervention. Psychological first aid (PFA) is offered to community members requesting an on-site intervention following a traumatic event. FCS outpatient teams provide Survivors of Suicide Attempts (SOSA) support groups. This is an eight-week, evidenced-based support group therapy curriculum where clinicians provide direct confidential counseling to individuals who have survived a suicide attempt.

If screening identifies an emergency/crisis need, FCS personnel will take appropriate action to address the crisis; coordinate with COPES, local first responders, and hospitals as needed; include the client's treatment advocates and client-identified supports; and provide any necessary outpatient follow-up.

Specialized Child and Adult Bridge Teams, embedded in area hospitals and crisis units, help ensure smooth transitions from inpatient care to outpatient services, minimizing re-hospitalization and preventing

unnecessary crisis interventions. By focusing on neighborhood-based outreach and integrated mental health support, FCS improves health outcomes, reduces emergency department visits, and lowers long-term costs, all while fostering a healthier, more engaged community.

**Crisis Response: COPES:** Community Outreach Psychiatric Emergency Services (COPES) operates 24/7 to manage over 14,500 annual crisis calls—65% from individuals not already in treatment. FCS provides expanded crisis mental health continuum of care, including a 24/7 mental health crisis line and mobile crisis services (COPES). The estimated call volume for FY25 is 18,600. So far this fiscal year, we have managed 15,535 triage calls, representing a 30% increase over FY24.

FCS has partnered with area first responders to implement three unique mobile crisis response teams. Community Response Teams (CRT), Alternative Response Teams (ART), and Intensive Response Teams (IRT) work in tandem with the Tulsa 911 Center and first responders to meet the needs of populations experiencing psychological distress, from adults in acute distress to children and families navigating complex behavioral health needs. These specialized teams offer rapid mobile response, safety planning, clinical intervention, and direct linkage to outpatient services, closing the gap between crisis and sustained recovery. In addition to our comprehensive mobile response, FCS is embedded in law enforcement divisions and at the 911 Center. A primary focus for these embedded services is triaging mental health and substance use crisis incoming calls. This collaboration allows first responders to divert non-police mental health calls to trained clinicians, leading to timely and appropriate interventions. Of the 1,580 calls sent to COPES clinicians from the 911 Center from March to May 2025, 1,392 calls (88%) were diverted from first responders. This approach improves public safety by allowing first responders to focus on their core duties while trained behavioral health staff attend to the community's behavioral health needs.

Notably, 80% of COPES calls are stabilized through telephonic interaction alone, ensuring that most individuals receive the support they need without an in-person team. When a mobile crisis response is necessary, 75% of in-person interventions result in stabilization within the individual's natural environment, often with collaboration from family, caregivers, and other support systems to develop robust safety plans while avoiding costly hospitalizations.

Along with our first responder collaborations, we partner with local schools and districts to specifically meet the needs of children in crisis. We offer a specialized school-based mobile crisis outreach, which includes high-intensity transitional care services for clients following a crisis to ensure warm handoffs to ongoing outpatient treatment. These innovations reduce unnecessary law enforcement involvement, lower city emergency costs (by \$4.8 million in 2024), and provide trauma-informed, person-centered support.

**Crisis Response: CrisisCare Center:** No appointments are needed; clients can walk in, and law enforcement can quickly and efficiently drop off individuals at the CrisisCare Center (CCC) for immediate psychiatric care.

Our Urgent Recover Center (20-chair) and Crisis Stabilization Unit (20-bed) were built to alleviate the shortage in our community of inpatient psychiatric beds for Medicaid beneficiaries and uninsured individuals, providing short-term structured care as an alternative to hospitalization. The CCC is located within a 15-minute drive of any FCS site to ensure timely support in moments of crisis. Our goal is to help patients stabilize and achieve significant improvement while they receive a combination of these services:

- Continuous evaluation and treatment planning
- Medication evaluation and monitoring
- Crisis intervention and de-escalation

Family & Children's Services (FCS)

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- Mobilization of family and natural support systems

- Linkage to community resources
- Group and individual therapy
- Therapeutic activities
- Nursing services

FCS coordinates services with local psychiatric inpatient hospitals and embeds staff at Tulsa Center for Behavioral Health (TCBH) and Saint Francis Health Systems.

## **2) Outpatient Mental Health and Substance Use Services:**

Outpatient mental health and substance use services are conveniently offered by FCS through in-office appointments at 10 locations, telehealth, over 170 embedded locations (library, school-based, jail, crisis centers, etc.), field-based, and walk-in services. These services are delivered using a coordinated, person-centered approach that supports long-term recovery and overall well-being.

FCS provides outpatient behavioral health services, including therapy and medications, for people of all ages—children, adults, and families. Assessment and treatment of substance use, including the use of tobacco products, follows national standards and connects people to more specialized care through referrals or telehealth as needed. FCS staff also use motivational and harm-reduction approaches to help people reduce risky substance use. When specialized services are needed outside of the scope of FCS, we coordinate care through referrals, direct warm hand-offs, or formal arrangements with other providers. Treatment is tailored to each person's age and life stage, whether they're a child, teen, adult, or older adult.

FCS providers utilize evidence-based practices to address a client's clinical needs. EBPs available to our outpatient clients include, but are not limited to:

- Attachment-Based Family Therapy (ABFT)
- Cognitive Behavioral Therapy (CBT)
- Cognitive Behavioral Therapy (CBT) for Suicide Prevention
- Cognitive Processing Therapy (CPT)
- Collaborative Assessment and Management of Suicidality (CAMS)
- Enhanced Illness Management and Recovery (eIMR)
- Eye Movement Desensitization and Reprocessing (EMDR)
- First Episode early intervention for psychosis
- Housing First
- Individual Placement and Supports (IPS)
- Medication Assisted Treatment (MAT)
- Motivational Interviewing (MI)
- Peer Recovery Support
- Program of Assertive Community Treatment (PACT)
- Seeking Safety
- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
- Wraparound
- Written Exposure Therapy (WET)

Outpatient services provide clients with a variety of services, including but not limited to:

- Individual therapy
- Group therapy
- Family therapy
- Psychological/psychometric evaluations or testing
- Psychiatric assessments

Clients who present as high clinical risk or with complex diagnoses, and with histories of frequent emergency department (ED) use or psychiatric hospitalizations, receive intensive and/or specialty team-based care services to facilitate continuity of care. As appropriate to risk level, children receive school-based and/or clinic based behavioral health services, family therapy, and life skills coaching. Children with serious emotional disturbance (SED) conditions receive intensive services and wraparound care, as appropriate and with parent or guardian consent.

FCS is expanding its School-Based Mental Health Program to improve access to care for children ages 3–18. Serving 144 schools across 12 districts and 13 early childhood centers, the program offers evidence-based, trauma-informed therapy, in-class behavioral support, and case management. By providing care directly in schools, FCS removes barriers like cost and transportation, supports academic success, and actively involves families. Outcomes show an 80% reduction in problem severity and 85% improvement in functioning, highlighting the program's effectiveness and growing impact.

The FCS Child Psychiatry program ensures that children with a range of serious emotional disturbances who are in therapy in an FCS outpatient program can access, when clinically indicated, an in-house Board-Certified Child Psychiatry provider. Ensuring every child has access to on-site assessment, evaluation, and psychiatric treatment (if needed), services are also available through telehealth, allowing for increased access, creating seamless, comprehensive continuum of care. This integrated model not only supports earlier identification and intervention but also fosters better long-term outcomes for children and families, delivering the right care, at the right time, in the right place. By accomplishing program goals, Child Psychiatry reduces unnecessary crisis hospitalizations, child suicide, school avoidance, and/or out-of-home placement of children.

For over two decades, FCS has been offering on-site pharmacy access to those we serve, addressing both urgent and ongoing needs with compassion and precision. This is a powerful tool for removing barriers, improving health outcomes, and delivering high-impact services at no additional cost. By offering comprehensive medication reconciliation and management, home delivery, convenient evening hours, and convenient mail-order options, FCS ensures clients can access the medications they need, when they need them. A robust Patient Assistance Program (PAP) provides free medication to qualifying uninsured or underinsured individuals. We address both urgent and ongoing needs with compassion and precision. An additional service that is offered through the FCS pharmacy, at no cost to our clients, is Narcan and Fentanyl test strips distribution. FCS found a cost-effective way to distribute test strips through multiple conveniently located community “newspaper stand”-style distribution boxes. Additionally, we offer comprehensive Medication-Assisted Treatment (MAT) as part of our integrated approach to substance use disorder care.

These personalized, client-centered outpatient pharmacy services are proven to increase medication adherence—because when access improves, lives do too. Prescription volume has shown consistent year-over-year growth from FY22 (when FCS became a CCBHC) through the projected figures for FY25. From FY22 to FY25, total prescriptions are projected to grow by approximately 18.7%, rising from 120,958 to 143,562. Over the last 4 years, FCS pharmacy has experienced a 142% increase in medication deliveries direct to clients. In addition, in FY24 there were 8,199 Long Acting Injectables picked up from FCS pharmacy. By offering long-acting injectable medications to clients with psychotic disorders, FCS significantly improves treatment adherence, reducing the risk of relapse, decompensation, hospitalization, incarceration, and emergency department visits. In fact, in the annual satisfaction survey, 88% of adults and youth/caregiver clients report pharmacy services are good to excellent. This proactive approach not only enhances the quality and continuity of care but also empowers clients to remain stable in their natural environments, supporting long-term recovery.

FCS will partner with the selected Tulsa County Low Barrier Shelter awardee to integrate behavioral health care into shelter operations. With decades of experience supporting individuals with serious mental illness and homelessness, FCS enhances services through ongoing mental health support, including during emergency warming shelter events.

Family & Children's Services (FCS) offers a variety of specialized programs designed to meet the diverse mental health and substance use needs of individuals based on their level of risk and specific circumstances. These programs include PACT and Flexible Assertive Community Treatment (FACT) for individuals with serious mental illness, gambling treatment services, and transitional care to support clients moving from psychiatric hospitalization or crisis services into ongoing outpatient care. We also provide services for individuals experiencing first episode psychosis, as well as targeted support for those who are unhoused through housing stabilization programs, outreach, and client engagement services. Additional offerings include anger management, maternal mental health services for postpartum individuals, and access to on-site food pantries, resource rooms, transportation assistance through bus passes and an agency Lyft account, and FCS thrift store vouchers. Medication-Assisted Treatment (MAT), including Suboxone induction, is available for those struggling with substance use, along with same-day or next-day walk-in appointments to increase access to care. Parenting programs and court-related navigation services are also available to support families and individuals involved in the legal system.

### **3) Person-and-Family-Centered Treatment Planning:**

FCS staff collaborate with clients to create individualized, comprehensive care plans that reflect the client's goals, preferences, and input from the interdisciplinary care team, as well as any others the client wishes to involve. This client-centered approach includes coordination with community providers and incorporates the client's identified strengths, needs, abilities, and wellness goals. Each plan outlines services and includes a timeline for measuring progress. A crisis plan is developed for every client at intake, and full care plan updates occur at least every six months, or sooner if clinically necessary. Clients and their primary caregivers receive education and training aligned with the care plan and their roles in its implementation. An interdisciplinary team works collaboratively to meet the medical, emotional, therapeutic, and recovery support needs of each client, ensuring coordinated and holistic care.

### **4) Community-Based Mental Health Care for Veterans:**

FCS is an in-network credentialed provider through the Veterans Affairs Community Care Network (VA CCN), consisting of community-based providers who ensure that active-duty service members, National Guard members, Reservists, and Veterans receive the excellent care they deserve. The U.S. Department of Veterans Affairs (VA) provides care to Veterans through community providers when the VA cannot offer the necessary treatment. Community Care is based on specific eligibility requirements, the availability of VA care, and the needs and circumstances of individual Veterans.

FCS personnel screen individuals inquiring about services for current or past service in the U.S. Armed Forces and provide intensive, community-based behavioral health care for them. Members of the Armed Forces and Veterans receive all services and supports available through the CCBHC, regardless of pay source or diagnosis. Need is determined through an assessment that includes any necessary communications with and records from any part of the military. FCS currently serves 240 clients who are active or previously active-duty military, or in the National Guard or Reserve. FCS staff serving these individuals complete military cultural competency training and/or have personal lived military experience. With our Veteran population, we prioritize coordinating care with the VA and connecting with local Veteran resources.

We operate a specialized Veterans Services initiative led by case managers with military backgrounds. This team provides targeted outreach to Veteran clients, identifying needs related to VA benefits,

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resources, and support groups, and coordinating access to Veteran-specific services within our organization, including mental health care, behavioral health rehabilitation, and wellness programs.

#### **5) Peer and Family/Caregiver Support and Counselor Services:**

FCS prioritizes the inclusion of families and caregivers as essential partners in care. Across programs like CrisisCare, COPES, jail-based parenting, GED, addiction education services, and both adult and child outpatient services, FCS actively engages family members to build strong, supportive networks around clients. Services include family therapy, caregiver education, and crisis support to ensure families are equipped to assist in recovery and stabilization. This collaborative approach fosters long-term healing and promotes sustainable outcomes for individuals and their support systems.

Peer recovery support specialists (PRSS) and family peer recovery support specialists (F-PRSS) play an essential role in the FCS CCBHC care team. Their positive influence on client engagement with services has been linked to enhanced quality of life, improved overall health outcomes, particularly for chronic conditions like diabetes, fewer hospitalizations and inpatient stays, and a reduction in overall service costs.

These peer services are delivered by staff members who are in recovery from mental health and/or substance use issues. The services aim to enhance the development of natural supports, coping skills, and other essential abilities for functioning as independently as possible in the community. This includes, but is not limited to, assisting with re-entry into the community following a hospitalization or other institutional settings.

To ensure that our PRSS and F-PRSS have the needed skill set, they may attend EBP training, such as Enhanced Illness Management and Recovery (E-IMR), Seeking Safety, Whole Health Action Management (WHAM), etc. PRSSs and F-PRSSs are often the first point of contact for clients and caregivers, aiding in understanding their behavioral health needs and treatment.

A responsibility of PRSSs is overseeing the resource rooms at FCS locations. These rooms serve as a free, one-stop shop for those in need of clothing, hygiene items, thrift store tokens, nutritious meals, and more. Since PRSSs have previously encountered similar challenges to those faced by our clients, they are uniquely positioned to assist with the stocking and supply of resources, ensuring well-informed decisions are made. In FY24, there were 8,693 distinct visits by 3,114 unduplicated clients. Many FCS clients are without a vehicle and are unable to pay for public transportation so to reduce this barrier to services, FCS provides bus passes and which are offered by each program and the resource room. Every year, FCS purchases approximately \$105,000 worth of bus passes to help clients make their appointments. We have also purchased transportation vehicles to help transport clients to and from appointments.

#### **6) Targeted Case Management:**

All treatment teams have certified behavioral health case managers who provide planned referrals and links to community resources, monitor and follow up for support, and advocate in partnership with the client to promote self-sufficiency, enhance quality of life, and extend the duration of community tenure. Case managers provide these services at the client's home, in the community, or in the office. Transitional case management services are provided in an inpatient setting to assist with safely transitioning back into a community setting.

FCS provides high-quality, targeted case management (TCM) services that assist individuals in sustaining recovery and accessing necessary medical, social, legal, educational, and employment resources, as well as other services and supports. TCM includes support for individuals deemed at high risk of suicide, particularly during transitional periods such as those leaving the emergency department or psychiatric hospitals. TCM is available to all clients as deemed appropriate and outlined in the individual service

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plan.

### **7) Outpatient Primary Care Screening and Monitoring:**

FCS provides health and wellness promotion services, integration, and care coordination with primary medical care providers. It offers outpatient primary care screening and monitoring for key health risk indicators to mitigate the chronic medical comorbidities that drive poor health outcomes and high costs for those with behavioral health disorders. Treatment teams offer an integrated, team-based care approach combining medical and behavioral health for clients experiencing a serious mental illness (SMI) or a severe emotional disturbance (SED) along with a chronic medical condition. Each team is designated to work with populations that have a co-morbid diagnosis. FCS has partnered with Morton Comprehensive Health Services, a Federally Qualified Health Center (FQHC), and is co-located at two main mental health locations in Midtown Tulsa and North Tulsa. The North Tulsa location is a new facility, opened in April 2025 and mental health services have already begun there, with primary care services by Morton coming soon!

When relevant and according to the age guidelines outlined in the CCBHC Manual, primary care involves screening and monitoring of important health indicators and risks, including:

- Adult body mass index (BMI) screening and follow-up for adults or weight assessment and counseling for nutrition and physical activity for children/adolescents (WCC)
- Blood pressure
- Screening for clinical depression and follow-up plan
- Tobacco use screening and cessation intervention
- Unhealthy alcohol use

As needed based on a client's specific criteria, the following additional screenings may be completed:

- Adherence to antipsychotic medications for individuals with schizophrenia
- Adherence to mood stabilizers for individuals with bipolar I disorder
- Antidepressant medication management
- Diabetes care for people with serious mental illness
- Diabetes screening for people with schizophrenia or bipolar disorder who are using antipsychotic medications
- Follow-up care for children prescribed attention deficit hyperactivity disorder (ADHD) medication

FCS ensures children receive age-appropriate screenings and preventive interventions, including assessment of learning disabilities. Older adults also receive age-appropriate screenings and preventive interventions.

FCS provides medication reconciliation by comparing clients' medication orders to all listed medications they have been prescribed. To communicate the outcomes of medication reconciliation, medical care coordination is provided between FCS providers and specialty care providers.

### **8) Psychiatric Rehabilitation:**

FCS provides evidence-based and other psychiatric rehabilitation services to all clients, as appropriate, and identified in the individual service plan. Services may include:

- Medication education
- Self-management education
- Personal care skills
- Individual and family/caregiver psychoeducation
- Community integration services
- Recovery support services, including illness management and recovery

- Financial management education
- Dietary and wellness education
- Individual Placement and Support (IPS) supported employment
- Illness Management & Recovery (IMR)
- Enhanced Illness Management & Recovery (E-IMR)
- Housing First Philosophy
- Matrix model components

FCS provides individual and group psychiatric rehabilitation to clients to develop skills necessary to perform activities of daily living and successfully integrate into community life. Psychiatric rehabilitation includes educational and supportive services for:

- Independent living
- Self-care
- Social skills
- Life skills
- Healthy lifestyle changes
- Recovery principles and practices
- Medication adherence
- Relapse prevention
- Illness management and recovery

Examples of psychiatric rehabilitation curriculum-based manuals include Skillstreaming the Elementary School Child, Skillstreaming the Adolescent, Conscious Discipline, Child Mind for Families and Educators, Parenting Inside Out, Circle of Security Parenting, HEAT/HER Afrocentric training, Hazelden: Helping Women Recover, Moral Reconciliation Therapy, Change Companies: Living As If, and Traumatic Stress and Resilience. These services are offered to the client's family and support system to develop skills for better managing mental health, substance use symptoms, behavior management, and recovery skills.

FCS delivers evidence-based Individual Placement and Support (IPS) services as a core component of its behavioral health service continuum. IPS supports individuals with serious mental illness (SMI) or co-occurring mental health and substance use disorders in achieving competitive, integrated employment and educational outcomes. In fact, we operate the largest IPS and Certified Work Incentive Coordinator (CWIC) programs in Oklahoma, with services fully embedded in clinical treatment and accessible through both provider referral and self-referral pathways. Grounded in the principle that employment is essential to recovery, IPS at FCS has demonstrated strong outcomes, with over 50% of participants achieving employment and nearly 30% engaging in educational programs. The average job retention is one year, with employed clients working an average of 30 hours per week at an average wage of \$17.04 per hour.

FCS's Women's Justice Programs (WJP) GED services are comprehensive and provided in the community, FCS treatment centers, and in jails. Services include classes, tutoring, testing, and proctoring to support participants in achieving high school equivalency. These services are supported by the state's Adult Education and Family Literacy initiatives, ensuring access to quality instruction and the resources needed for long-term educational success to address the approximately 40-50% of individuals in the criminal-legal system who lack this essential credential.

### **9) Screening, Diagnosis, and Risk Assessment:**

FCS provides enhanced access to standardized and validated screening, assessment, diagnosis, and risk assessment. Our IT team developed an innovative intake/assessment kiosk system that integrates with the

EHR and allows clients to work with a PRSS to input demographic and other client information, resulting in faster access to services and more quality time with the therapist.

The screening priorities are as follows, if the screening identifies:

- An emergency or crisis, FCS personnel immediately take appropriate actions to address the situation. They coordinate with community providers, local law enforcement, and hospitals as required, while also involving the client's treatment advocates and identified support systems. Additionally, they ensure any necessary outpatient follow-up is arranged.
- An urgent need, clinical services are provided, and the initial evaluation is completed within one business day of the request. An urgent need is one that, if not addressed immediately, could result in the person becoming a danger to self/others or could cause a health risk.
- Unsafe substance use, including problematic alcohol or other substances, the FCS team conducts a brief intervention. Upon completion of a full assessment, if indicated, the client is successfully linked with treatment, including outpatient treatment, withdrawal management, detoxification, and residential treatment, if applicable.
- Routine behavioral health needs (not any of the criteria above), the initial evaluation is scheduled within ten business days to complete the full assessment and provide services.

A licensed behavioral health professional (LBHP) or licensure candidate from FCS completes an initial assessment for clients. The initial evaluation is comprehensive, and we gain a detailed understanding of our client's needs. The FCS intake process meets the Chapter 17 Standards as well as the CCBHC initial evaluation standards. An example of the requirements for intake that we assess are:

- Reason for seeking care
- Immediate clinical care needs related to the diagnosis of mental and substance use disorders
- Current medications
- Alcohol and/or drug usage and overdose risk, including overdose prevention safety planning
- Risk to self or to others
- Personal safety (including intimate partner violence)
- Medical care (with referral and follow-up)
- History of mental health and substance use disorder treatments
- Veteran or active duty
- Child welfare and juvenile justice involvement (for youth and children)
- Treatment goal

Following initial intake and assessment, a comprehensive evaluation is completed and includes an in-depth discussion and review with the client of the following needs:

- Mental health and substance use diagnoses
- Emotional (including past or current trauma and domestic violence)
- Physical/medical and health risk appraisal
- Social and recreational
- Employment and education

FCS provides mental health and substance use screening, assessment, diagnosis, Level of Care Utilization System (LOCUS) risk assessment services for adult clients, and Client Assessment Record (CAR) for children and adult clients. We developed a population risk management tool as well as a dosage guideline tool to aid in monitoring dosage expectations that are in line with acuity symptoms.

FCS was the first CCBHC in Oklahoma to adopt and implement the LOCUS risk assessment tool. Building on this innovative approach, FCS implemented a specialized, adult team-based care model that assigns

clients to dedicated care teams based on their assessed risk level and clinical needs. These teams deliver individualized services tailored to effectively treat and manage each adult client's specific level of care requirements.

Each client presenting for substance use disorder treatment is assessed, according to American Society of Addiction Medicine (ASAM) criteria, which includes a list of symptoms for all six dimensions and each level of care to determine a clinically appropriate placement in the least restrictive level of care. The ODMHSAS-designated ASAM Service Level tool is used to determine clinically appropriate residential treatment placement. For gambling disorder treatment services, each client who presents for gambling disorder treatment is assessed using the South Oaks Gambling Screen (SOGS).

The Short-Term Assessment of Risk and Treatability (START) is an evidence-based, structured tool used by FCS to evaluate an individual's immediate risk of negative outcomes like violence or self-harm, alongside their potential for treatment response. It uniquely considers both vulnerabilities and strengths across 20 dynamic items. By assessing specific risk estimates and identifying critical factors, the START informs tailored treatment and risk management plans. This dynamic assessment allows for ongoing monitoring of changes and facilitates effective communication among care teams. The START is recognized for its assessment and management of violence and related risks.

FCS WIR is the only program in Oklahoma that utilizes the Women's Risk and Needs Assessment (WRNA), a nationally recognized, gender-responsive tool specifically designed to identify the unique needs, strengths, and risks of justice-involved women. This evidence-based assessment helps ensure that services are tailored to address the underlying factors contributing to women's involvement in the criminal legal system, leading to more effective interventions and improved outcomes.

Clients who present as high clinical risk or with complex diagnoses, and with histories of frequent emergency department (ED) use or psychiatric hospitalizations, receive intensive and/or specialty services to facilitate continuity of care. As appropriate to risk level, children receive school-based behavioral health services, family therapy, and life skills coaching. Children with serious emotional disturbance (SED) conditions receive intensive services and wraparound care as appropriate and with parent or guardian consent.

As outlined in the CCBHC Manual and Chapter 17 Standards, FCS provides the following activities:

- Care coordination and services for persons discharging from jail and, when possible, persons discharging from prison
- Outreach/engagement
- Housing and vocational services
- Primary care screening
- Health promotion and other integrated care activities

**2.1 In determining a client's initial and ongoing eligibility for any service, Contractor may not exclude an individual of any age based on the following factors: Also see the Eligibility and Target Population Matrix on the ARC website for detailed information (<http://www.odmhsas.org/arc.htm>, Documents, Statements of Work, choose current fiscal year). 2.1.1. The client's past or present mental health or substance use issues; 2.1.2. The presumption of the client's inability to benefit from treatment; 2.1.3. The specific substance used by the client; 2.1.4. The client's continued substance use; 2.1.5. The client's level of success in prior treatment episodes; 2.1.6. The client's designation as a sex offender; or 2.1.7. The client's past history of violence or incarceration.**

Family and Community Services (FCS) is committed to serving the needs of its clients by employing bilingual staff and providing interpreter services through agency personnel or LanguageLine for those with limited English proficiency. To ensure effective communication, FCS uses the primary languages of the major populations served, and provides or arranges for bilingual staff, translators, or communication technology as needed. FCS also offers support for individuals who are deaf, hard of hearing, or have other special communication needs, and considers each client's literacy level to ensure understanding.

FCS assures that no individuals, regardless of past or present mental health or substance use issues, criminal-legal involvement, inability to pay, or place of residence, are denied services. FCS offers a sliding fee schedule based on household income and family size, ensuring that services remain accessible and affordable for all individuals, regardless of their ability to pay.

Eligibility for behavioral health services funded by ODMHSAS is determined at the provider level when individuals or families request or present for treatment. FCS assesses whether individuals meet ODMHSAS-established criteria and are in need of services, with ODMHSAS acting as the payer of last resort, except for Indian Health Services. Emergency services—including crisis intervention, mobile crisis services, detoxification, and emergency detention—are available to all individuals regardless of income. FCS does not exclude individuals based on factors such as mental health or substance use history, continued use, prior treatment outcomes, or legal history.

### **3. Yearly Surveys by ODMHSAS:**

FCS commits to taking any action recommended by ODMHSAS to complete the yearly FCS client surveys. Furthermore, FCS will participate in other surveys as requested by ODMHSAS.

### **4. Conditions**

FCS staff will attend trainings and meetings required by the ODMHSAS, submit data and participate in the established ODMHSAS evaluation processes, and report changes in program operations to the ODMHSAS. If FCS is found to be in non-adherence to the evaluation criteria, we will take immediate action to resolve any and all issues within the timeframe specified by ODMHSAS.

### **5. Compensation**

FCS acknowledges the requirements and specifications listed in Exhibit 1 regarding all aspects of compensation.

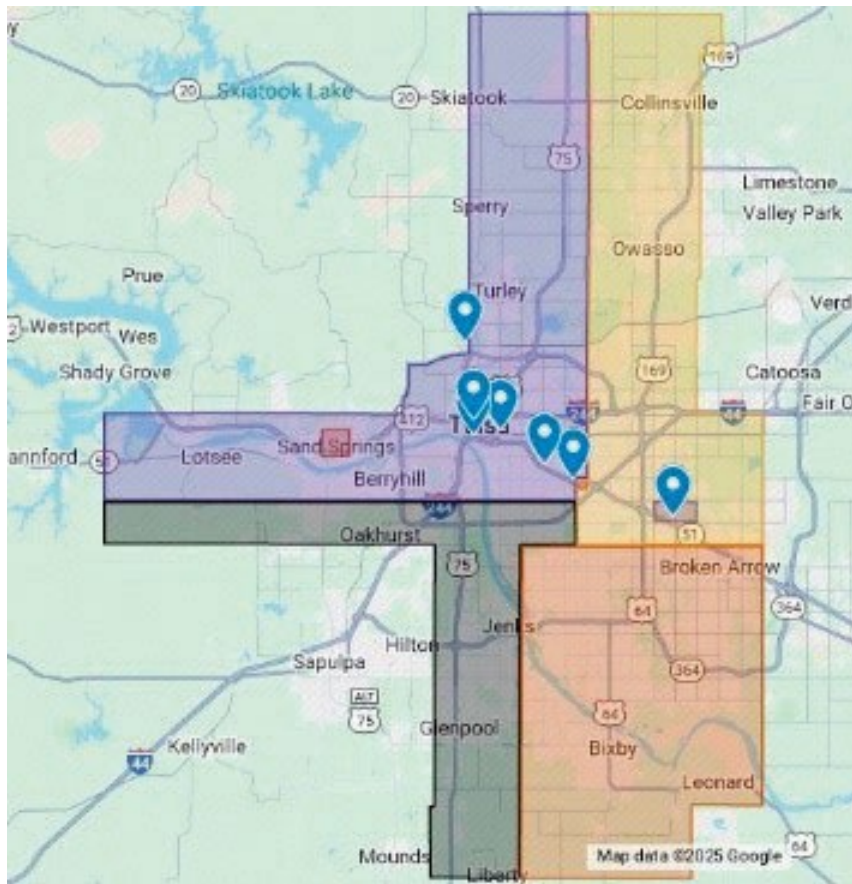
### **6. Core Service Functions**

FCS acknowledges that certain contract requirements related to the core service functions are set forth in Oklahoma rules, Title 450, Chapter 17, Part 25 (450:17-5-170 through 450:17-5-192).

### **7. Tulsa County CCBHC areas**



Family & Children's Services (FCS)  
Response to Solicitation # EV00000672 - ODMHSAS CCBHC - Tulsa County (NW/Purple catchment area)  
Due: May 19, 2025 by 3:00 PM  
(1)



## ATTACHMENT E2

### PRICING

#### **CCBHC Rates and Reimbursement**

The parties acknowledge and agree that rates are established pursuant to the Oklahoma Medicaid State Plan, as approved by the Centers for Medicare & Medicaid Services and maintained by the Oklahoma Health Care Authority. The State Plan is available at: <https://oklahoma.gov/ohca/policies-and-rules/plans-and-waivers.html>

Supplier shall be reimbursed solely in accordance with the rates and methodologies set forth in the Oklahoma Medicaid State Plan, which are paid to the Supplier solely by the Oklahoma Health Care Authority. ODMHSAS's reimbursement obligations are addressed in their underlying contract with the Oklahoma Health Care Authority, and no payment shall be made from ODMHSAS to the Supplier under this Contract.

# ATTACHMENT E3

## Value Add Offerings

### Family & Children’s Services Value-Added

1. The pricing should be presented as a single, firm, fixed total cost. It must encompass all relevant details, including fees, additional costs, and any other information pertinent to the overall cost per year

See Section 8: Pricing for Family & Children’s Services’ response

2. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

See response below

NOTE: Value Added can be more than 5 items. Below is a sample format.

**Value Added Options or Differentials (what will you do that others do not):** Bidders should identify any value added options or differentials that they are proposing and include a short description of how it adds value to the contract. Identify if the items will increase or decrease cost (\$), time, service, quality, or client satisfaction. You may add/delete the number of value items below as necessary.

<p>Item 1: A Softer Landing: Introducing the Respite Center ‘Living Room’ Model to Tulsa’s Crisis Continuum</p> <p><b>Impact:</b> Family &amp; Children’s Services (FCS) proposes a no-cost enhancement to Tulsa County’s crisis continuum by establishing a Respite Center based on the Living Room Model. This model offers a non-clinical, supportive environment as an alternative to emergency departments for individuals experiencing emotional distress or emerging mental health crises. The center will be staffed with peer recovery specialists and clinicians who provide trauma-informed, recovery-oriented care, while also connecting individuals to ongoing services. Designed to de-escalate crises and reduce reliance on hospitalization or law enforcement, the center emphasizes dignity, comfort, and accessibility.</p> <p>For those who need more intensive intervention, direct access to the CrisisCare Center, including the Urgent Recovery Center (URC) and Crisis Stabilization Unit (CSU), will be coordinated seamlessly. Transportation will be provided to ensure equitable access to extended care or community resources, eliminating barriers for individuals without safe or reliable means of travel.</p> <ul style="list-style-type: none"> <li>• <b>Cost:</b> <i>No additional cost to the contract, long-term decrease in cost to the State</i></li> <li>• <b>Time:</b> <i>Decrease</i> – Faster access to care, avoiding lengthy emergency room visits</li> <li>• <b>Service:</b> <i>Increase</i> – Expands the crisis service continuum with a new lower level of care entry point</li> <li>• <b>Quality:</b> <i>Increase</i> – Delivers trauma-informed, peer-supported, recovery-oriented care</li> <li>• <b>Client Satisfaction:</b> <i>Increase</i> – Welcoming environment and personalized support foster trust and comfort</li> </ul>
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<p>Item 2: CrisisCare Center: Tulsa’s One-Stop Solution for Compassionate, Rapid Mental Health Crisis Response</p> <p><b>Impact:</b> The CrisisCare Center (CCC) in Tulsa serves as a centralized, immediate-access facility for individuals experiencing mental health and substance use crises. Through its Urgent Recovery Center (URC) and Crisis Stabilization Unit (CSU), CCC provides rapid stabilization and</p>
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coordinated care to reduce unnecessary hospitalizations. As the designated crisis receiving center in Tulsa, for the Tulsa Center for Behavioral Health (TCBH), CCC diverts individuals from inpatient psychiatric care by resolving acute symptoms and connecting them to outpatient services. With over half of admissions from non-existing clients and 65% of URC users discharged without hospitalization, CCC demonstrates broad community impact. Its services include comprehensive clinical care, peer support, and holistic wellness activities. The “One Stop” law enforcement entrance expedites safe transfers and allows officers to resume duties quickly, enhancing public safety and operational efficiency.

At the CrisisCare Center and the One Stop law enforcement entrance, we are committed to delivering timely, compassionate, and effective crisis care, helping individuals find stability, dignity, and hope at the most critical moments of their lives.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces unnecessary inpatient hospitalization and lowers law enforcement response time, thereby reducing taxpayer costs.
- **Time:** *Decrease* – Rapid stabilization and efficient law enforcement drop-off improve overall response speed, allowing officers to return to duty within 10 minutes.
- **Service:** *Increase* – Expands access to a wide range of crisis care and community-based services to promote holistic recovery and wellness
- **Quality:** *Increase* – Offers evidence-based, person-centered care with strong discharge planning and support.
- **Client Satisfaction:** *Increase* – Ensures compassionate, timely, and coordinated services tailored to individual needs.

### Item 3: Compassion in Action: Diverting 911 Welfare Calls to Homeless Outreach for Smarter, Safer Crisis Response

**Impact:** FCS is spearheading a groundbreaking collaboration among multiple agencies to transform how Tulsa responds to non-emergency welfare calls involving individuals experiencing homelessness. Using a structured checklist to assess risk, COPES clinicians embedded at the Tulsa 911 Center will divert eligible calls away from law enforcement and instead to a network of trusted homeless outreach teams. Along with the FCS outpatient teams, this trauma-informed, community-based model—features partners like Grand Mental Health, Housing Solutions, Mental Health Association Oklahoma, and the Tulsa Day Center—and ensuring individuals receive compassionate, appropriate services while reducing strain on emergency systems and law enforcement.

This model prioritizes getting individuals the right care at the right time, matching them with services tailored to their needs while preserving critical first responder resources for true emergencies.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces unnecessary emergency and law enforcement responses.
- **Time:** *Decrease* – Streamlines call resolution by routing non-crisis situations directly to outreach teams.
- **Service:** *Increase* – Expands tailored, on-the-ground support for people experiencing homelessness.
- **Quality:** *Increase* – Provides more appropriate, trauma-informed interventions.
- **Client Satisfaction:** *Increase* – Improves trust and experience by connecting individuals to the right help at the right time.

Item 4: Right Care, Right Time: Transforming Crisis Response Through Integrated Community Partnerships

**Impact:** FCS is reshaping Tulsa County’s crisis care system through powerful partnerships with first responders, schools, tribes, and local agencies. Through Community Outreach Psychiatric Emergency Services (COPES), a 24/7/365 crisis response team handles over 14,500 calls annually—65% from non-clients—reducing ED visits, arrests, and emergency dispatches. Embedded co-response models pair mental health professionals with police and fire teams to deliver trauma-informed care during behavioral health emergencies.

- Community Response Team (CRT) pairs a COPES mental health professional with Tulsa police and fire personnel to respond to 911 calls, focusing on crisis de-escalation and ongoing mental health support.
- Alternative Response Team (ART) combines a COPES clinician with a Tulsa Fire Department paramedic to deliver both medical and mental health care during crises, offering a layered, comprehensive response.
- Integrated Response Team (IRT) embeds COPES professionals across all Tulsa Police Divisions, enabling mental health support on a broader range of officer calls, beyond specialized units.

Post-crisis navigation ensures ongoing support and recovery, while Psychological First Aid and community-based interventions expand impact across schools, shelters, and public spaces.

Together, these crisis response services ensure that no one in crisis is left without support. Whether it's a child in a classroom, a person calling 911, or a family overwhelmed at midnight, FCS and its partners in the crisis response system provide someone to call, someone to respond, and somewhere to go—rooted in dignity, recovery, and hope.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – About 80% of crises are resolved over the phone, reducing the need for city first responders to be dispatched
- **Time:** *Decrease* – Faster, targeted emergency mental health response
- **Service:** *Increase* – Broader, more coordinated care options
- **Quality:** *Increase* – 75% of in-person responses are stabilized in the individual’s environment using a trauma-informed, community-based approach.
- **Client Satisfaction:** *Increase* – Personalized, compassionate, and continuous care that ensures no one walks alone after a mental health emergency

Item 5: FCS Leads Crisis Response Innovation as Tulsa County’s CIT Training Hub

**Impact:** FCS is the designated Crisis Intervention Team (CIT) Training Hub for Tulsa County first responders. CIT provides a pivotal role that strengthens the connection between behavioral health services and public safety. CIT is a specialized training program that equips law enforcement officers with the knowledge, skills, and tools to safely and compassionately respond to individuals experiencing mental health or substance use crises.

Building on this foundation, FCS has expanded its CIT efforts through an innovative partnership with the Tulsa Fire Department. Recognizing the unique role firefighters often play as first responders to behavioral health emergencies, FCS collaborated with fire department leadership to develop, create, implement, and deliver the first-ever CIT training tailored specifically for firefighters. This groundbreaking initiative launched in March 2025.

This expansion of the CIT model is a clear example of FCS’s commitment to innovation and cross-sector collaboration. By adapting specialized training to meet the unique needs of different responder groups, As a CCBHC, FCS continues to lead and evolve the crisis response landscape, ensuring that everyone in the community has access to someone to call, someone to respond, and somewhere to go—no matter who arrives first at the scene.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – through reduced arrests and emergency interventions.
- **Time:** *Decrease* – time first responders spend on escalated crises by improving early de-escalation.
- **Service:** *Increase* – Equips first responders with skills to safely and effectively respond to individuals experiencing mental health or substance use crises.
- **Quality:** *Increase* – FCS is helping to create a more unified, trauma-informed, and coordinated crisis response system across Tulsa County.
- **Client Satisfaction:** *Increase* – satisfaction by ensuring compassionate, appropriate responses and timely linkage to care.

#### Item 6: Healing in the Heart of North Tulsa: Expanding Access Through Community-Driven Care

**Impact:** In a groundbreaking collaboration of integrated care, FCS and Morton Comprehensive Health Services (a Federally Qualified Health Center) have partnered to launch the Apache Clinic in North Tulsa. This innovative model unites mental health, substance use treatment, and physical healthcare in a single, coordinated setting—delivering seamless, whole-person care to adults, children, Veterans, and historically disadvantaged populations. By co-locating services and aligning care teams, the clinic eliminates barriers like transportation challenges, fragmented systems, and long wait times. Rooted in the heart of a historically underserved community, the Apache Clinic ensures that those it serves, including older adults, reflect the diversity and needs of the neighborhood. This collaboration represents a bold step forward in equitable, community-centered care that treats the mind and body as one.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State*
- **Time:** *Decrease* – Faster access to care through local, integrated services
- **Service:** *Increase* – Full-spectrum CCBHC outpatient integrated care, including primary care services
- **Quality:** *Increase* – Community-driven, community-based approach
- **Client Satisfaction:** *Increase* – In FY24, 17% of the clients served resided in North Tulsa. This expansion improves accessibility and provides inclusive care close to home.

#### Item 7: Stronger Together: Collaborative Crisis Response Across Tulsa County CCBHCs

**Impact:** FCS has joined forces with fellow Certified Community Behavioral Health Clinics (CCBHCs) like Counseling & Recovery Services of Oklahoma (CRS) and Grand Mental Health to streamline crisis services across Tulsa County. By coordinating mobile crisis responses, Urgent Recovery Centers (URC), and Crisis Stabilization Units (CSU), these partnerships ensure timely, non-duplicative care for all populations, from youth to adults. This collaborative model provides a seamless continuum of care, enhancing crisis response efficiency and expanding access to support.

These strategic partnerships among Tulsa County CCBHCs reflect the highest standards of coordination, partnership, efficiency, cost efficiency, and innovation. Together, FCS, CRS, Grand Mental Health, and CREOKS are working toward a fully integrated system where individuals in

crisis—regardless of age, geography, or provider—have someone to call, someone to respond, and somewhere to go 24/7.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State – Lowers costs by avoiding duplication of services*
- **Time:** *Decrease* – Faster, more efficient crisis response and stabilization
- **Service:** *Increase* – Expanded access to coordinated care across providers
- **Quality:** *Increase* – Seamless, integrated services across agencies
- **Client Satisfaction:** *Increase* – Better coordinated, timely support with fewer barriers

#### Item 8: Bridging the Gap: DCO Partnerships Expand Behavioral Health Access Across Oklahoma

**Impact:** FCS is advancing Oklahoma’s behavioral health infrastructure through future Designated Collaborating Organization (DCO) partnerships, aligned with the CCBHC model. DCOs are instrumental to the success of a CCBHC, especially in ensuring equitable access to care in historically underserved areas. DCO partnerships allow CCBHCs to extend high-quality services (such as therapy and substance use treatment) into communities that have long faced barriers due to provider shortages, transportation challenges, and systemic inequities. Rather than displacing or competing with existing local providers, the DCO model supports and strengthens them by creating a coordinated network of care. This approach respects the established trust between local providers and their communities, while ensuring sustainable access to comprehensive services. By integrating DCOs into the CCBHC framework, we promote a collaborative, community-first strategy that enhances capacity, preserves local expertise, and builds a truly inclusive behavioral health system.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State – Efficient resource sharing and coordination reduce long-term system costs.*
- **Time:** *Decrease* – Streamlined care delivery reduces delays in access.
- **Service:** *Increase* – Expands geographic and service reach across underserved populations through partnering with existing community small practices and engages individuals who may not otherwise receive care.
- **Quality:** *Increase* – Integration and specialization improve clinical outcomes and continuity.
- **Client Satisfaction:** *Increase* – Increasing accessible, localized care improves overall client experience.

#### Item 9: From Streets to Stability: HOMES Team Partnership Delivers Lasting Housing Solutions in Tulsa

**Impact:** In a new, one-of-a-kind strategic effort to end homelessness in Tulsa, FCS and the Mental Health Association Oklahoma (MHAOK) have developed a strong, coordinated partnership through the HOMES Team. This interdisciplinary, community-based collaboration focuses on providing team based CCBHC services to severely mentally ill individuals living in permanent supportive housing with a history of homelessness.

The HOMES Team and MHAOK work hand-in-hand to deliver wraparound, in-home services—including therapy, case management, care coordination, nursing, medication management, and peer support—that promote long-term housing stability and prevent future homelessness. This integrated model ensures individuals receive the mental health and recovery support necessary to thrive, reinforcing both individual wellness and community impact.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State – Prevents costly cycles of homelessness, incarceration, and emergency services.*

- **Time:** *Decrease* – Accelerated housing placement and coordinated care streamline recovery.
- **Service:** *Increase* – Wraparound, in-home services expand the scope and reach of support.
- **Quality:** *Increase* – Ongoing, individualized support improves outcomes and sustainability.
- **Client Satisfaction:** *Increase* – Stable housing and personalized care significantly enhance quality of life.

Item 10: Strong Moms, Strong Families: Maternal Mental Health Services Deliver High Impact

**Impact:** Integrating targeted maternal mental health services into this contract comes at no additional cost, yet delivers powerful, far-reaching benefits. By identifying mental health concerns early, we can support healthy brain development for babies, strengthen the mother’s and father’s emotional well-being, and reduce symptoms of the mother’s postpartum depression. This approach not only enhances the quality of care and improves parenting outcomes but also increases overall client satisfaction. In FY24, 83% of mothers reported a reduction of depressive symptoms after therapy. Supporting parental mental health is a proven, preventative strategy that fosters healthier families and stronger communities—without impacting the contract’s bottom line.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Integrated at no additional cost to the contract.
- **Time:** *Decrease* – Early intervention reduces the need for more intensive services later.
- **Service:** *Increase* – Expands care to include targeted maternal mental health support.
- **Quality:** *Increase* – Improves outcomes for both parents and children.
- **Client Satisfaction:** *Increase* – High satisfaction driven by improved emotional health and parenting support.

Item 11: Justice Reimagined: Women’s Justice Programs Save Millions and Rebuild Lives

**Impact:** FCS’ Women in Recovery (WIR) and Women’s Justice Programs (WJP) offer trauma-informed, gender-responsive diversion programs tailored for justice-involved women—addressing substance use, mental health, parenting, employment, education, and housing in one comprehensive framework. A unique feature of our programming is that we address the full range of criminogenic needs with evidence-based interventions tailored specifically for women with extensive trauma histories. With furnished housing, 24/7 support, transportation, legal aid, access to early childhood education, and mentorship, participants receive the tools needed for long-term recovery, family reunification, and workforce re-entry. These programs reduce incarceration and assist participants with obtaining employment, contributing to the state’s economy as tax-paying, stable contributors. The New York Times hailed WIR as one of the best programs in the country.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – These comprehensive services drive efficiencies by reducing recidivism and saving millions (\$3M annually) in incarceration costs and boosting state tax revenue.
- **Time:** *Decrease* – Accelerates employment, recovery, and reintegration timelines.
- **Service:** *Increase* – Holistic, specialized services not commonly offered elsewhere.
- **Quality:** *Increase* – Evidence-based, trauma-responsive care tailored to women’s needs.
- **Client Satisfaction:** *Increase* – Comprehensive support and cultural competence drive high engagement and success while fostering a workforce pipeline linked to essential jobs, where our graduates contribute to their communities.

Item 12: Starting Strong: Infant Mental Health Division Lays the Groundwork for Lifelong Wellness

**Impact:** The Infant and Early Childhood Mental Health Division delivers specialized, evidence-based support to children ages 0–5 and their families, focusing on early emotional development and resilience. Services are dedicated to nurturing the emotional and psychological well-being of young children and their families. Early intervention is crucial for building a strong foundation for lifelong mental health. Our purpose is to provide compassionate, evidence-based support that empowers families, promotes healthy development, and fosters resilience in the face of life’s challenges. Through tailored services, we strive to create safe and nurturing environments where children can thrive and reach their fullest potential. This program has experienced a 137% growth in services delivered since FY23. Our schools and families are extremely satisfied with our services as they have increased attachment and focus in school. By redirecting their trajectory, early interventions interrupt the need for more costly future mental health needs.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Early intervention reduces the need for more intensive and costly services later.
- **Time:** *Decrease* – Quicker support mitigates the development of long-term issues.
- **Service:** *Increase* – Age-specific, high-quality care for an underserved developmental stage. From FY23 to FY24, FCS saw a 74% increase in clients receiving therapy.
- **Quality:** *Increase* – Utilizes proven, evidence-based practices for early childhood.
- **Client Satisfaction:** *Increase* – Strong parent and school satisfaction tied to observable developmental gains.

Item 13: Flexible Care, Stronger Recovery: Assertive Community Treatment Teams and First Episode Psychosis Programs Transform Mental Health Outcomes

**Impact:** FCS’s Program of Assertive Community Treatment (PACT), Flexible Assertive Community Treatment (FACT) and First Episode Psychosis (NAVIGATE) programs are designed to serve individuals with serious mental illness, including those experiencing early or persistent psychosis. These evidence-based, multidisciplinary programs deliver intensive, community-based services tailored to the unique needs of youth, adults, and justice-involved populations. In FY24, the PACT and FACT teams served on average 630 individuals monthly of Tulsa’s most vulnerable SMI population.

NAVIGATE is a nationally recognized, evidence-based early intervention model designed for young adults and adolescents experiencing first-episode psychosis. It stands out from other schizophrenia treatments by employing a multidisciplinary care team that collaborates with individuals and their families to manage the illness and support ongoing educational and employment goals. By enhancing service continuity and client engagement, NAVIGATE reduces hospitalizations, improves functioning, and promotes long-term stability and positive outcomes.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces hospitalizations, crisis intervention, and long-term care costs.
- **Time:** *Decrease* – Early intervention and flexible care reduce time spent in institutions and promote quicker recovery.
- **Service:** *Increase* – Seamless, individualized care tailored to client needs across different levels of severity.
- **Quality:** *Increase* – Evidence-based practices and multidisciplinary teams improve client outcomes and satisfaction.
- **Client Satisfaction:** *Increase* – Continuity of care, personalized support, and community engagement enhance overall client experience.

Item 14: Bridging Health Gaps: Integrated Health Program Brings Comprehensive Care to Tulsa's Most Vulnerable

**Impact:** The Integrated Health Program, a partnership between FCS and Morton Comprehensive Health Services (a Federally Qualified Health Center (FQHC)), enhances access to mental, behavioral, and physical healthcare for individuals with serious mental illness, particularly those facing significant health disparities.

The program's core features a co-located care model where Morton's primary care team works within FCS's adult behavioral health clinic (Graves location), offering seamless access to mental health and medical services. Clients benefit from comprehensive care, including on-site primary care, psychiatric services, wellness promotion, and chronic disease management. With a second co-located site at the new Apache clinic in North Tulsa, the program expands to serve pediatric and family needs, focusing on early intervention and preventive care.

Looking ahead: As the Integrated Health Program continues to grow, it is expanding its partnership opportunities and refining the model to meet evolving community needs. This initiative serves as a powerful example of how integrated, whole-person care can drive better health outcomes, reduce health disparities, and improve the quality of life for Tulsa's most vulnerable populations.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces emergency visits, hospitalizations, and long-term healthcare costs by providing preventive and integrated care.
- **Time:** *Decrease* – Seamless, co-located care reduces time spent navigating multiple healthcare providers and facilities.
- **Service:** *Increase*—Comprehensive services for children and adults, addressing mental, physical, and behavioral health needs in one convenient location.
- **Quality:** *Increase* – Collaborative treatment planning and integrated care models improve health outcomes and medication management.
- **Client Satisfaction:** *Increase* – Greater convenience, enhanced coordination, and improved health outcomes lead to higher client satisfaction.

Item 15: Healing the Past, Building a Safer Future: The Child Abuse and Trauma Services (CATS) Program's Comprehensive Approach to Trauma and Behavioral Healing

**Impact:** Established in 1985, CATS is the leading provider of specialized trauma treatment for children in Tulsa, with decades of experience and a proven track record of clinical excellence. Specializing in a wide range of evidence-based interventions, ensuring developmentally appropriate, trauma-informed care tailored to each child's needs. These services are especially impactful for children referred by Oklahoma Human Services (OHS) Child Welfare. The program has therapists and a care coordinator embedded at the Tulsa Child Advocacy Network (CAN), a child advocacy center, and is part of the CAN's Multidisciplinary Team. The program also partners with the Tulsa Safe Babies program as a provider for families.

In partnership with the Oklahoma Juvenile Authority, CATs provides specialized Problematic Sexual Behaviors (PSB) treatment to help support adolescents and their caregivers in addressing harmful sexual behaviors; adolescents are often referred by legal or child welfare systems. The program's goal is to promote safety, improve functioning, and reduce problematic behaviors, often allowing youth to remain safely in their home environment while making meaningful progress. In FY24, 81% of clients with PSB reported an improvement. This trend is ongoing, as 86% of clients

are already seeing improvements in FY25 to date. These critical services help to interrupt future problematic sexual behaviors, thus increasing safety for clients and others.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – By preventing further trauma and addressing problematic behaviors early, the program reduces future long-term costs associated with institutional care, legal involvement, and mental health services.
- **Time:** *Decrease* – Comprehensive, wraparound services and flexible delivery methods (in-person, telehealth, home visits) improve the efficiency of care and reduce the time required to see positive outcomes.
- **Service:** *Increase* – The program offers a wide array of services, including therapy, advocacy, care coordination, and court involvement, tailored to individual family needs.
- **Quality:** *Increase* – Evidence-based, trauma-informed interventions and a multidisciplinary approach enhance service quality and long-term recovery outcomes.
- **Client Satisfaction:** *Increase* – Families report stronger relationships, improved emotional healing, and greater satisfaction due to the holistic support and flexibility in care delivery.

Item 16: Zero Overdose Initiative: Empowering Staff and Reducing Risks through Comprehensive Training and Prevention.

**Impact:** FCS has implemented the *Zero Overdose* initiative to enhance overdose prevention and response. From August to December 2024, FCS trained a diverse group of 26 trainers, ultimately reaching over 300 staff members across various educational levels and programs. This initiative includes embedding overdose prevention language into new hire training, incorporating overdose safety planning into client assessments, and fostering harm reduction principles within treatment models. FCS also created an internal *Zero Overdose Committee* to ensure continuous improvement, and the integration of overdose-related safety planning into electronic medical records ensures long-term sustainability. FCS aims to build stronger community partnerships with harm reduction organizations and continues to evaluate and enhance its training and intervention strategies. Program leadership was requested to co-present with Dr. Verna Little, NatCon 2025 Lifetime Achievement Award, on overdose safety planning within a CCBHC at the National Council Conference in May 2025.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Preventing overdoses and ensuring safer transitions for high-risk clients can reduce emergency interventions, hospitalizations, and long-term care costs.
- **Time:** *Decrease* – Ongoing training and streamlined overdose prevention protocols reduce time spent on crisis management and ensure quicker, more effective responses.
- **Service:** *Increase* – The program enhances service delivery through consistent overdose safety planning, harm reduction, and client-centered care across all levels of staff.
- **Quality:** *Increase* – With trained staff, comprehensive care coordination, and the integration of harm reduction practices, the quality of care provided is elevated, aligning with best practices for overdose prevention.
- **Client Satisfaction:** *Increase* – The focus on proactive, compassionate care and stigma-free overdose prevention improves client engagement, trust, and satisfaction, particularly for high-risk individuals.

Item 17: Precision in Practice: Expanding In-House Psychological Testing to Elevate Care and Outcomes Across the Lifespan

**Impact:** FCS is developing and plans to launch a new Psychology Services department to deliver high-quality psychological testing for children and adolescents. By providing this service internally

within the CCBHC model, FCS eliminates major access obstacles, including lengthy wait times, out-of-pocket expenses, and disjointed referrals, while maintaining high clinical care standards and significantly enhancing client satisfaction and long-term outcomes. The Psychology Services team is designed to fill critical gaps in diagnostic services, particularly for youth needing evaluation for Autism Spectrum Disorder, learning differences, and other neurodevelopmental conditions. By addressing these diagnostic needs internally, FCS strengthens treatment planning, improves access to early interventions, and reduces community wait times for comprehensive evaluations.

Each psychologist is anticipated to serve approximately 250 unique clients annually. This value-added service expansion will have a profound community impact, providing critical diagnostic clarification, preventing misdiagnosis, and improving long-term clinical outcomes for some of Tulsa's most vulnerable children and families. Additionally, this foundational pilot lays the groundwork for future scaling, including the addition of post-doctoral psychology interns, additional licensed psychologists, and expanded assessment services for adults in future phases.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces misdiagnoses, inappropriate services, and hospitalizations while maintaining current care costs.
- **Time:** *Decrease* – Speeds up access to evaluations and treatment planning.
- **Service:** *Increase* – Adds a vital diagnostic capability under the CCBHC model.
- **Quality:** *Increase* – Enhances clinical precision and appropriateness of care.
- **Client Satisfaction:** *Increase* – Minimizes delays, financial burden, and confusion through integrated, in-house services.

Item 18: Meeting People Where They Are: Specialized Outreach and Mobile Services Deliver Life-Saving, Recovery-Focused Care to Tulsa's Most Vulnerable

**Impact:** FCS deploys new mobile clinic vans to serve high-need, underserved populations—including street homeless individuals, those released from jail, disengaged clients, and individuals transitioning from psychiatric inpatient care. Focused outreach utilizing mobile clinic vans in areas like the Tulsa Levy and local shelters ensures tailored engagement and care delivery. These mobile clinic vans bring therapy, case management, PRSS services, nursing, injectable medication, and telehealth medication management directly to clients, removing traditional access barriers. During weather emergencies, FCS's Homeless Outreach Teams (HOT) intensify efforts, actively seeking out individuals in encampments, offering immediate aid by distributing life-saving supplies, and aiding emergency shelter operations. In partnership with organizations like Housing Solutions, HOT also mobilizes community volunteers for transportation and support services. This targeted, trust-building model increases client engagement, enhances safety, and lays the foundation for sustained recovery.

Alongside the clinic vans, FCS Women's Justice Programs (WJP) operates an Education and Employment Mobile Van. This mobile classroom offers GED instruction, testing, and job readiness services to those encountering obstacles to conventional access. Featuring modern technology and staffed by skilled professionals, it aids individuals transitioning from jail, treatment programs, or collaborating with community agencies—creating a flexible and accessible route to education, employment, and lasting stability.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Potential reductions in emergency services use, hospitalizations, and incarceration, though data is pending.
- **Time:** *Decrease* – Brings services directly to clients, reducing delays in care.

- **Service:** *Increase* – Expands access and reach to hard-to-engage populations with high needs.
- **Quality:** *Increase* – Provides personalized, on-location care that improves continuity and responsiveness.
- **Client Satisfaction:** *Increase* – Builds trust and provides accessible, compassionate support, particularly during crises.

Item 19: No-Cost, High-Impact Parenting Support: SafeCare Empowers Families and Protects Children Ages 0–5

**Impact:** FCS is integrating the SafeCare Home-Based Parenting program into its contract at no additional cost, delivering evidence-based support to families with children ages 0–5 Creek, Mayes, Muskogee, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner, and Washington Counties. SafeCare, delivered by nationally certified providers, strengthens parenting skills through structured, in-home sessions focused on parent-child interaction, home safety, and child health. With a practical, nonjudgmental approach, the program prevents child abuse and neglect by equipping caregivers with the tools to foster safe, nurturing environments during a child’s most vulnerable developmental years. Accessible through self-referral or community partners, SafeCare is free to families and proven to improve child well-being and long-term outcomes.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Prevents costly future interventions related to child abuse, neglect, or poor health outcomes.
- **Time:** *Decrease* – Provides early, preventive support before issues escalate into crises.
- **Service:** *Increase* – Expands access to high-quality, home-based parenting services in ten counties.
- **Quality:** *Increase* – Utilizes a nationally certified, evidence-based model with proven outcomes.
- **Client Satisfaction:** *Increase* – Offers accessible, practical, and respectful parenting support.

Item 20: Beyond the Clinic: Strategic Investments in Social Determinants Drive Recovery, Equity, and Long-Term Impact

**Impact:** FCS addresses social drivers of health, reinforcing its commitment to holistic, client-centered care by providing a community thrift store that supports both internal and external clients. Internally, the thrift store provides employment for program graduates. Externally, the thrift store provides tokens to clients that enable them to obtain necessary resources. In addition to thrift store resources, FCS has resource rooms stocked with food, clothing, hygiene products, and transportation assistance—including bus passes, OK Ride Care, and an agency-funded Lyft account—reducing barriers to care and improving engagement.

Additionally, a custom resource map connects clients with nearby job opportunities, while agency-supported housing for Women in Recovery participants ensures safe, stable environments. These strategic investments go beyond clinical care to enhance overall well-being, reduce barriers to care, improve engagement, promote self-sufficiency, and support long-term recovery—delivering better outcomes and reducing long-term healthcare and justice system costs.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Long-term reductions in emergency services, hospitalization, and recidivism.
- **Time:** *Decrease* – Reduces delays caused by transportation, food insecurity, or unstable housing.
- **Service:** *Increase* – Enhances access to non-clinical supports critical to recovery.

- **Quality:** *Increase* – Aligns care with whole-person needs, improving health and stability outcomes.
- **Client Satisfaction:** *Increase* – Offers dignified, empowering resources that foster trust and engagement.

Item 21: Restoring Justice: FCS Expands Forensic Behavioral Health with Competency Restoration Services in Tulsa County

**Impact:** FCS plans to pursue a forthcoming ODMHSAS contract to deliver competency restoration services for justice-involved individuals in Tulsa County deemed incompetent to stand trial. This initiative strengthens the forensic behavioral health continuum by providing timely, in-person care aligned with court orders and ODMHSAS standards. FCS’s model emphasizes rapid intervention, legal coordination, and jail-based treatment delivery, ensuring accelerated access to services and improved judicial outcomes. Enhanced by real-time reporting and forensic-specialized staff, the program supports sustainability, reduces delays and incarceration costs, and improves care quality, system efficiency, and client satisfaction.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces extended jail stays and system inefficiencies.
- **Time:** *Decrease* – Speeds up competency restoration and legal resolution timelines.
- **Service:** *Increase* – Expands forensic behavioral health capacity in a high-need area.
- **Quality:** *Increase* – Delivers standardized, coordinated care by trained professionals.
- **Client Satisfaction:** *Increase* – Provides timely, therapeutic services that respect legal and clinical needs.

Item 22: Right Care, Right Time: FCS Pilots Data-Driven Treatment Dosage Calculator to Personalize and Optimize Care Delivery

**Impact:** FCS is piloting a groundbreaking Treatment Dosage Calculator that transforms Level of Care Utilization System (LOCUS) and Client Assessment Record (CAR) assessment results into tailored service recommendations based on each client’s clinical acuity. Designed to align treatment frequency and intensity with actual need, this tool empowers clinicians and supervisors to make evidence-based decisions that improve care precision across all age groups. As client needs shift, the tool dynamically adjusts recommendations in real-time, ensuring a responsive, person-centered approach. With strong early feedback and improved alignment between care intensity and outcomes, FCS is planning for full implementation in FY26, reinforcing its commitment to outcomes-driven care.

This tool represents a significant advancement in using data-informed clinical decision-making to ensure that every client receives the right care, at the right time, at the right intensity.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces over- or under-treatment, leading to more efficient resource use, thereby being fiscally responsible with limited healthcare resources.
- **Time:** *Decrease* – Streamlines care planning and supervision processes.
- **Service:** *Increase* – Enhances consistency and responsiveness in care delivery.
- **Quality:** *Increase* – Promotes precision in treatment matching and clinical decision-making.
- **Client Satisfaction:** *Increase* – Aligns care with individual needs, improving engagement and progress.

Item 23: Empowering Youth: Oklahoma Healthy Transition Initiative Supports Young Adults in Achieving Stability and Independence

**Impact:** The Oklahoma Healthy Transition Initiative (OHTI) is designed to support youth and young adults (ages 16-25) with mental health, substance use, or co-occurring challenges as they transition into adulthood. Under the direction of ODMHSAS and in collaboration with Community Mental Health Centers, OHTI provides individualized, evidence-based services within the Oklahoma Systems of Care model. Services include therapy, case management, peer support, housing assistance, employment, and education support. The initiative also promotes public awareness, cross-system collaboration, and youth-led leadership, helping young people stay engaged in their communities and avoid homelessness. Program outcomes focus on improving housing stability, education, employment, and reducing justice system involvement, empowering youth to achieve long-term wellness and independence.

OHTI promotes public awareness and cross-system collaboration through training, education, and engagement with community stakeholders. The initiative facilitates youth-led support groups and cultivates youth leadership for state and community advisory roles, ensuring young people have a voice in shaping services.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Prevents homelessness and reduces future involvement in the justice system, leading to long-term savings.
- **Time:** *Decrease* – Speeds up the transition process with coordinated support and services.
- **Service:** *Increase* – Provides comprehensive, youth-centered services tailored to individual needs.
- **Quality:** *Increase* – Promotes holistic, well-rounded care and empowerment through youth involvement.
- **Client Satisfaction:** *Increase* – Increases engagement by providing youth a voice in shaping services and addressing real-world challenges.

Item 24: FCS Expands Comprehensive, Person-Centered Behavioral Health Services for Individuals with Intellectual and Developmental Disabilities (IDD)

**Impact:** FCS is enhancing behavioral health care for individuals with Intellectual and Developmental Disabilities (IDD) in Tulsa County. FCS is addressing gaps in the system by enhancing crisis response, outpatient care, and whole-person support specifically designed for the IDD population. Staff are trained in trauma-informed, neurodiversity-affirming approaches that honor each individual's sensory, communication, and behavioral needs. To further support individuals with IDD, both staff and clients have access to sensory kits, which help manage overstimulation during sessions and crises. These kits include calming tools that reduce sensory overload and promote grounding and regulation.

Collaborations with organizations like New Leaf and Gatesway, along with a partnership with The Arc of Oklahoma and the Autism Foundation of Oklahoma, expand access to therapy, psychiatry, and crisis care. FCS also hosted a groundbreaking community event, fostering trust between IDD families and first responders. This holistic, person-centered approach strengthens the continuum of care for IDD individuals, promoting long-term wellness and stability.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State*
- **Time:** *Decrease* – Streamlines access to services

- **Service:** *Increase* – Expands service offerings through care coordination with specialty care providers, including mobile crisis response, outpatient services, and partnerships with residential facilities.
- **Quality:** *Increase* – Enhances service quality by integrating neurodiversity-affirming practices and offering sensory kits to improve the treatment environment for individuals with IDD.
- **Client Satisfaction:** *Increase* – Improves client satisfaction by providing tailored, compassionate, and comprehensive care that addresses the unique needs of individuals with IDD and their families.

Item 25: Transforming Juvenile Care: Mental Health Initiative Empowers Youth and Families

**Impact:** FCS in collaboration with Tulsa County Juvenile Detention Center, will deliver a new, innovative, and cost-effective mental health program aimed at enhancing services for detained youth. This initiative provides timely, evidence-based mental health interventions to support youth in crisis, helping them and their families get back on track toward stability and success. Under this collaboration, FCS will provide mental health training for Juvenile Center staff, conduct suicide risk assessments, facilitate social skills group sessions, and provide family-centered services directly within the detention facility. Licensed therapists will work closely with detention staff to provide holistic, onsite support. Together, FCS and the Juvenile Center are investing in a forward-thinking model of care that improves short-term outcomes for youth while laying the foundation for stronger, healthier families and communities

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State*
- **Time:** *Decrease* – Onsite services allow for faster delivery of interventions.
- **Service:** *Increase* – Expanded scope and depth of services offered to detained youth.
- **Quality:** *Increase* – Use of evidence-based, client-centered practices improves care quality.
- **Client Satisfaction:** *Increase* – Focus on youth and family needs is likely to boost satisfaction and engagement.

Item 26: Regalado’s Refuge: Breaking Cycles, Building Futures Through Reentry and Recovery

**Impact:** Regalado's Refuge is a proposed transformative reentry and housing stabilization initiative collaboration between FCS, Tulsa County Sheriff's Office, and John 3:16 Mission to provide up to a year of integrated housing and behavioral health support for justice-involved, unhoused men. The program features a five-phase, therapeutic farm-based recovery model utilizing evidence-based treatments and support services such as addiction recovery, employment assistance, and long-term case management. By diverting individuals from incarceration and reducing system dependency, it targets long-term stability, reduced recidivism, and successful community reintegration.

Regalado's Refuge is a scalable model that increases workforce readiness, housing placement, and sustained recovery while contributing to improved public safety and economic productivity, ultimately adding measurable value in cost-efficiency, service quality, and client impact to any funding contract.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Saves \$27/day per inmate and lowers emergency department use
- **Time:** *Decrease* – Reduces time in institutional care via quicker access to recovery services.
- **Service:** *Increase* – Comprehensive, integrated services improve continuity and accessibility.

- **Quality:** *Increase* – Evidence-based models and personalized support plans enhance effectiveness.
- **Client Satisfaction:** *Increase* – Tailored care and long-term follow-up promote meaningful outcomes and recovery.

Item 27: FCS Supports Successful Reentry for Justice-Involved Individuals, Reducing Recidivism and Enhancing Community Safety

**Impact:** FCS plays a vital role in supporting justice-involved individuals transitioning from the Tulsa County Jail back into the community. FCS is the only CCBHC embedded in the Tulsa Municipal and County jails. FCS embedded therapists, case managers, and peer recovery specialists working directly in the jails build early connections and create individualized reentry plans focused on continuity of care. Services begin pre-release and include screening, therapy, life skills, and coordination for psychiatric medications. Upon release, clients are linked to community providers that best meet their needs and/or an FCS outpatient team, including FCS’s psychiatry services and on-site pharmacy for ongoing support. An FCS specialized outreach team ensures continued engagement, while case managers connect clients to housing, employment, and basic needs, delivering a seamless and person-centered reentry experience that promotes recovery and reduces recidivism. In FY24, nearly half of District Attorney referrals engage in outpatient FCS services post jail release. Additionally, FCS operates two re-entry intensive care coordination teams (RICCT). The RICCT outpatient program enhances community safety and reduces recidivism by providing coordinated, trauma-informed support and behavioral health services to individuals transitioning from incarceration back into the community.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduces long-term costs by decreasing recidivism and reducing the need for costly emergency interventions or repeat incarcerations. In FY24, the estimated cost avoidance for 6 months of incarceration time was over 1.3 million dollars.
- **Time:** *Decrease* – Shortens time to reentry success by providing pre-release services, ensuring smoother transitions and continued support upon release.
- **Service:** *Increase* – Expands access to services by integrating mental health, life skills, housing, and employment assistance in a seamless reentry process.
- **Quality:** *Increase* – Improves service quality with coordinated, trauma-informed care tailored to meet the specific needs of justice-involved individuals.
- **Client Satisfaction:** *Increase* – Enhances client satisfaction by providing individualized care and support, promoting stability and successful community reintegration.

Item 28: Integrated SUD, Mental Health, and Criminal Justice Center: Increase Access to a Broad Array of Treatment and Educational Services

**Impact:** Plans have begun to implement a state-of-the-art, integrated treatment center that brings together FCS Substance Use Disorder (SUD), Mental Health, and Criminal Justice (CJ) programs under one roof. This innovative hub will serve adults, children, and families impacted by addiction, mental health, and justice system involvement, offering seamless access to comprehensive, evidence-based care.

By co-locating services, we will increase access, enhance quality, and improve coordination across programs, leading to greater access and positive outcomes. The center will provide a full continuum of client-centered care, including assessment, treatment, recovery support, education, employment assistance, parenting support, advocacy, and reentry services. The facility will prioritize trauma-informed, culturally responsive interventions proven successful in our existing programs.

A key feature of this center will be the addition of a fully-equipped education and employment training center, providing opportunities for GED, digital literacy classes, and employment training services. Parenting classes, child-friendly activity rooms, and caregiver support will also be provided to foster family-based care and promote healthy family bonding and development. The facility will offer a full resource room for basic needs assistance.

This model is rooted in demonstrated impact and will serve as a national example of how integrated, family-focused treatment can reduce recidivism, break cycles of addiction and incarceration, and strengthen communities. FCS is committed to continuous improvement, measuring both service quality and client satisfaction to ensure that the voices of individuals served shape our success.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Prevents costly cycles of homelessness, incarceration, and emergency services. These programs reduce incarceration rates and help participants find employment, contributing to the economy as stable, tax-paying members.
- **Time:** *Decrease* – Walk-in clinic hours will be provided throughout the week to ensure rapid intake and treatment access. Coordinated care reduces referral times.
- **Service:** *Increase* – Facility will be centrally-located, with access to bus lines, and other healthcare and community service providers, expanding the reach of support.
- **Quality:** *Increase* – Ongoing, individualized support improves outcomes and sustainability, decrease recidivism, access for prevention-based and addiction services.
- **Client Satisfaction:** *Increase* – Clients will benefit from a one-stop, co-located facility by having streamlined access to a full range of services in a single, supportive environment.

Item 29: Expanding GED in Jail Services and Supported Employment Services with Community Transition

**Impact:** FCS is currently the only provider offering jail-based GED services in Oklahoma, delivering high-quality education directly to incarcerated individuals who would otherwise have limited access to academic opportunities. This work inside Tulsa County Jail includes classroom instruction, individualized tutoring, proctored testing, and education planning—all aligned with state standards and supported by the Adult Education and Family Literacy Act in partnership with technical and postsecondary educational institutions. These services are tailored to meet the unique learning needs and life circumstances of justice-involved individuals, many of whom are experiencing educational success for the first time.

The program is now preparing to significantly expand these efforts in both scale and scope. The goal is both to help individuals attain a GED and to position them for better-paying jobs, career pathways, and long-term stability upon release. Expansion plans include:

Enhanced and integrated employment training paired with GED prep and testing, including resume development, job readiness, and sector-specific skills training.

Stronger reentry support, ensuring continuity of education and employment services upon release into the community.

On-site career navigation and employer partnerships, connecting individuals to real job opportunities with upward mobility.

By integrating these expanded educational and workforce development services, we aim to reduce recidivism, promote higher earning potential, and contribute to stronger families and more resilient communities. This work reflects our commitment to equity, dignity, and opportunity for all

individuals, regardless of justice system involvement. These services will also be paralleled within the community at the integrated SUD, Mental Health and Criminal Justice Center.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Developing education and employability contributes to tax-saving self-sufficiency and state income tax-revenue generation.
- **Time:** *Decrease* – Class scheduling will be determined by available space and staffing coordination. On-site testing and proctoring improves time to completion.
- **Service:** *Increase* – In addition to in-reach services, access will be available on-site and through the innovative FCS mobile education and employment lab and remote services, increasing client access and service delivery.
- **Quality:** *Increase* – Services are specialized to empower, educate, and connect to second chance hiring employers, including developing business partnerships.
- **Client Satisfaction:** *Increase* – Clients will benefit from access to a positive educational experience, perhaps for the first time.

Item 30: Innovative Technology Enhancements at FCS Improve Access, Efficiency, and Client Engagement at No Additional Cost

**Impact:** FCS is implementing a comprehensive suite of advanced technology solutions, such as the NetSmart EHR Client Portal, Microsoft Dynamics 365 for COPES, Client Resource Map, and upgraded telehealth tools, to significantly improve access to care, operational efficiency, service quality, and client engagement across all sites. Key improvements include real-time health data sharing, mobile crisis team tracking, client self-service portals, secure communication, and expanded telehealth access. Tools like intake kiosks and resource mapping also empower clients to navigate services and opportunities easily.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – via operational efficiencies and improved processes
- **Time:** *Decrease* – faster intake, appointment scheduling, crisis response, and claim processing
- **Service Quality:** *Increase* – real-time data access, continuity of care, improved documentation, and coordination
- **Client Satisfaction:** *Increase* – better access, convenience, and engagement tools
- **Operational Efficiency:** *Increase* – automated systems, streamlined workflows, improved staff responsiveness

Item 31: FCS Leverages Volunteer Support to Enhance Service Delivery, Community Engagement, and Client Well-Being

**Impact:** FCS actively integrates volunteers into its operations to enhance access to needed resources and service delivery across various areas, including administrative support, event execution, community resources, and direct client assistance. Volunteers contribute in diverse ways, such as providing tutoring, assisting with substance use programs, supporting the FCS Thrift Store, leading wellness activities like yoga, and engaging clients in activities that boost mental and physical health. Additionally, the Young Professional Advisory Council (YPAC) plays a vital role in community outreach and fundraising, while community partnerships create further opportunities for client volunteerism. These volunteer efforts help expand program capacity, foster community connections, and enrich the services provided to clients. This approach fosters a more connected and resourceful community, benefiting both clients and staff while enhancing service quality and engagement.

Furthermore, FCS collaborates with community partners that allow our clients to engage in volunteer work or make connections for future opportunities. These partners include Global Gardens, Meals on Wheels, OSU Nutrition, Tulsa SPCA, Up with Trees, RG Food/Tulsa Farm Lab, Gathering Place, Food Bank of Eastern Oklahoma, and more.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State*
- **Time:** *Decrease* – FCS staff connect community volunteers with clients, fostering relationships that boost civic engagement and expedite clients' integration into the community.
- **Service:** *Increase* – Community volunteers enhance client service delivery by assisting with a range of activities, from tutoring to financial assistance classes to event coordination.
- **Quality:** *Increase* – The addition of volunteer support improves program quality by enabling more personalized services and expanding service offerings.
- **Client Satisfaction:** *Increase* – Volunteers provide valuable resources and opportunities for clients, fostering a sense of community engagement and improving their overall experience.

Item 32: FCS Prioritizes Employee Wellness to Boost Retention and Cultivate a Healthy, Engaged Workforce

**Impact:** At FCS, employee wellness is not an afterthought; it is a core organizational priority that directly supports the success and sustainability of our CCBHC model. FCS invests in a robust, evidence-informed employee wellness program designed to address the unique challenges of behavioral health professionals, reduce burnout, and promote long-term workforce retention using strategies identified by a staff-driven wellness committee. One example is an integrated and innovative wellness app called Vitality, which brings together wellness resources into a single hub, enhancing physical, mental, and emotional well-being through tailored goal planning, gamification, and various challenges.

FCS is among the 33% of behavioral health facilities reporting declines in workforce turnover rates. Nationally, the average turnover rate is 27.5%, but FCS remains below this benchmark at 20% and continues to trend downward. In a field marked by high turnover and compassion fatigue, FCS's commitment to the well-being of its team ensures continuity of care, service quality, and organizational stability—key differentiators in the competitive behavioral health landscape. By caring for our workforce, FCS sustains a mission-driven culture and a high-performing team, uniquely positioning us to meet the demands of providing CCBHC care with both compassion and capacity.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State* – Reduced turnover and enhanced retention lower recruitment and training costs.
- **Time:** *Decrease* – Less turnover means less time spent on hiring, onboarding, and training new staff.
- **Service:** *Increase* – A healthier and more engaged workforce contributes to improved service quality and more consistent care.
- **Quality:** *Increase* – A focus on staff wellness enhances overall job satisfaction, performance, and the quality of services provided.
- **Client Satisfaction:** *Increase* – Well-supported, satisfied staff provide better care, improving client satisfaction and outcomes.

Item 33: Building the Future of Mental Health Care: The Power of Internships and Practicums

**Impact:** FCS tackles the ongoing mental health workforce shortage through a dynamic internship program where students experience immersive, real-world experience under expert supervision. Internships cultivate the next generation of skilled professionals, with 80% of students hired. Each year, 90+ students are trained. This strategic investment builds a sustainable workforce pipeline where students are intentionally introduced to the CCBHC model from the outset of their training, ensuring a steady supply of well-prepared, mission-driven professionals dedicated to improving mental health and substance use outcomes across Oklahoma.

- **Cost:** *No additional cost to the contract, long-term decrease in cost to the State*
- **Time:** *Decrease* – we invest substantial time in training interns, knowing that the payoff is invaluable; a future-ready workforce equipped to tackle the complex challenges of behavioral health.
- **Service:** *Increase* – Integrating students into CCBHC teams brings a renewed focus on innovation, best practices, and the latest developments in the field.
- **Quality:** *Increase* – Students bring fresh perspectives and skills, contributing to higher-quality care through their academic training and direct client interactions.
- **Client Satisfaction:** *Increase* – Clients benefit from the expanded service capacity and care delivered by well-trained, compassionate interns, enhancing their overall experience.