



STATE OF OKLAHOMA CONTRACT WITH KI BOIS COMMUNITY ACTION FOUNDATION, INC.

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services for the benefit of the Oklahoma State Department of Health and KI BOIS Community Action Foundation, Inc. (“Supplier”) and is effective as of March 29, 2026 (“Effective date”). The initial term of the Contract is from March 29, 2026, through June 30, 2026, and there are five (5) one-year options to renew the Contract. OSDH reserves the right to decline renewals based on performance.

Purpose

The State is awarding the Contract to Supplier to implement and manage the Rx Oklahoma Prescription Assistance Program (PAP), as more particularly described in certain Contract Documents. 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 EV00000818, Attachment A;
 - 2.2. Map of Regions, Exhibit 1
 - 2.3. State of Oklahoma General Terms, Attachment B;
 - 2.4. Agency Terms, Attachment C;
 - 2.5. Intentionally Omitted, Attachment D;
 - 2.6. Response to Specifications, Attachment E;
 - 2.7. Pricing, Attachment E-1
3. The parties additionally agree:
 - 3.1. Supplier is awarded **Region Two** and **Region Four**.
 - 3.1.1 **Region Two** consists of the following county areas: Beckham, Caddo, Comanche, Cotton, Custer, Grady, Greer, Harmon, Jackson, Jefferson, Kiowa, Roger Mills, Stephens, Tillman, and Washita.
 - 3.1.2 **Region Four** consists of the following county areas: Atoka, Bryan, Carter,

Choctaw, Coal, Garvin, Haskell, Johnston, Latimer, Le Flore, Love, Marshall, McCurtain, Murray, Pittsburg, Pontotoc, Pushmataha, and Sequoyah.

- 3.2. Supplier shall be awarded Two Hundred Eighteen Thousand One Dollars (\$218,001) per fiscal year, subject to state-appropriated funds and OSDH approval of renewing the Contract. This total reflects the allocation of One Hundred Five Thousand Nine Hundred Twenty Dollars (\$105,920) based on the population breakdown by county of uninsured individuals for Region Two, and One Hundred Twelve Thousand Eighty-One Dollars (\$112,081) based on the population breakdown by county of uninsured individuals for Region Four.
- 3.3. 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.
- 3.4. 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 Payment obligations rest solely with the Oklahoma State Department of Health. Please send invoices and billing inquiries to:
Oklahoma State Department of Health
123 Robert S Kerr Avenue,
Oklahoma City, Oklahoma 73102,
Email: OSDH.AccountsPayable@health.ok.gov
- 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 STATE
DEPARTMENT OF HEALTH:**

By: *Lisa Martinez-Leeper*
Lisa Martinez-Leeper (Mar 31, 2026 11:32:10 CDT)

Name: Lisa Martinez-Leeper

Title: Commissioner of Health

Date: Mar 31, 2026

Agency Counsel

By: *Molly Clinkscales*
Molly Clinkscales (Mar 31, 2026 11:30:55 CDT)

Name: Molly Clinkscales

Title: Deputy Chief General Counsel

Date: Mar 31, 2026

**KI BOIS COMMUNITY ACTION
FOUNDATION, INC:**

By: *R. Carroll Huggins*
R. Carroll Huggins (Mar 31, 2026 11:30:12 CDT)

Name: R. Carroll Huggins

Title: Executive Director/CEO

Date: Mar 31, 2026

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*
Amanda Otis (Mar 31, 2026 12:30:43 CDT)

Name: Amanda Otis

Title: SPD

Date: Mar 31, 2026

Attachment A

Agency Solicitations

Solicitation No. EV00000818

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of Oklahoma State Department of Health 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 **Oklahoma State Department of Health** from potential Suppliers to provide a contract to procure services of local public and/or private nonprofit social service entities, county human service departments, county health departments, and community mental health centers to implement and manage the **‘Rx for Oklahoma’ Prescription Assistance Program** that will provide state-wide assistance to medically indigent, uninsured, and underinsured Oklahoma residents with the procedures and processes needed to access drug manufacturer-sponsored prescription assistance programs (PAP). Multiple awards will be provided under this solicitation. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of Oklahoma State Department of Health for Rx for Oklahoma Prescription Assistance Program (PAP).

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, through **June 30, 2026**, and there are **Five (5) one-year options to renew** the Contract. OSDH reserves the right to decline renewals based on performance.

2. Solicitation Criterion:

- 2.1. The Bid will be evaluated using the best value criterion, based on the following:
 - 2.1.1. Specifications
 - 2.1.2. Budget & Narrative

¹ 74 O.S. 85.5(G)(3)

3. Scope and Description:

- 3.1. The Bid Response must reflect each requirement on **Exhibit-5: Specifications** and whether the requirements are met.

4. Budget Narrative

- 4.1. Budget 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 Budget.
5. Executive Summary and Company Information are on **Exhibit 01: Executive Summary and Company Information**.
6. The response to pricing shall be proposed using **Exhibit 02: Budget and Narrative**.
7. Business References are to be on **Exhibit 03: Bidder Reference Worksheet**.
8. Third-party vendor information is included on **Exhibit 04: Third Party Supplier Information**.
9. Value-added products and/or services within scope of the Acquisition are to be included in the bid.

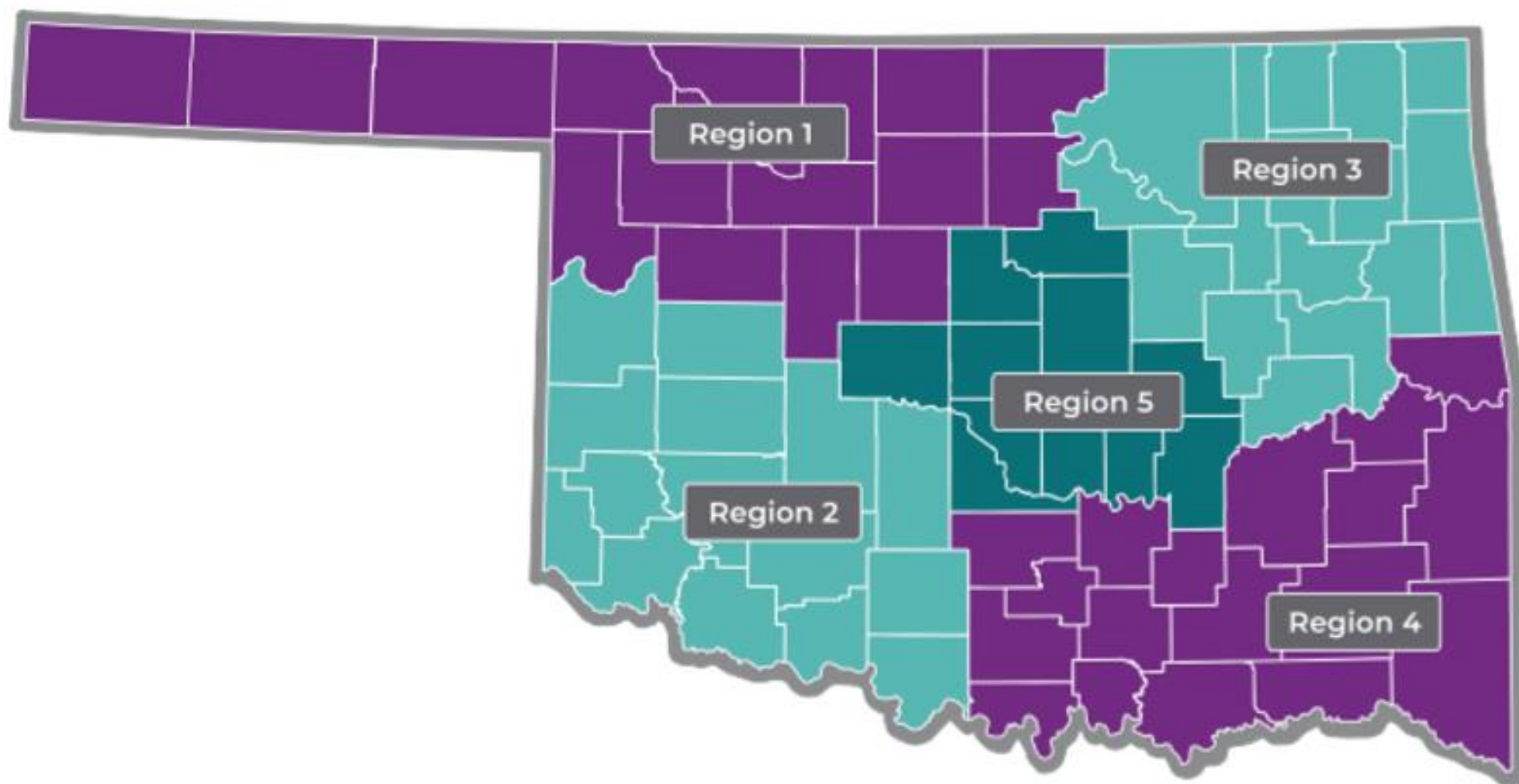


Exhibit 5 – Specifications

Table of Contents

OVERVIEW	3
Definitions	3
1.PROGRAM-SPECIFIC GOALS AND OBJECTIVES	4
2.CONTRACTING INFORMATION	5
Available Funds	5
Number of Contracts	5
Type of Funding Instrument	5
3.ELIGIBILITY INFORMATION	5
Eligible Contractor	6
Ineligible Contractor	6
Threshold Eligibility Requirements	6
Timely Submission of Proposals	7
Minimum Score	7
Ineligible Activities	7
4.STATUTORY AND REGULATORY REQUIREMENTS AFFECTING ELIGIBILITY	7
Eligibility Requirements for Contracts of OSDH Rx for Oklahoma Program	7
Program Specific Requirements	7
5.PROPOSAL AND SUBMISSION INFORMATION	9
Content and Format of Proposal Submission	9
Table of Contents	9
Project Summary	10
Project Narrative	10
Expected Outcomes	10
Approach	10
Organizational Capacity	11
Plan for Oversight of State Contracted Funds and Activities	11
Sample Budget and Narrative form & Budget Justification	11
6.BUDGET NARRATIVE JUSTIFICATION AND DEFINITIONS	11
Administrative	12
Operational	12
Personnel	12
Fringe Benefits	12
Travel and Per Diem	12
Supplies	13
Equipment	13
Contractual	13
Other Costs	13
7.ADDITIONAL DOCUMENTS REQUIRED	14

8.PROPOSAL REVIEW INFORMATION	14
Review Criteria	14
Review and Selection Process	14
Rating and Ranking	15
9.PROPOSAL ADMINISTRATION INFORMATION	15
Contract Notice	15
Final Contract	15
Adjustments to Funding	15
10.ADDITIONAL CONTRACT NOTIFICATION AND PROCEDURES	16
Notification	16
Negotiation	16

OVERVIEW

Rx for Oklahoma was created through the Rx for Oklahoma Act, 74 O.S. §§ 5040.2 – 5040.4, to provide a statewide program to assist medically indigent residents of Oklahoma to receive prescription drugs from drug manufacturer assistance programs. This Solicitation announces the availability of approximately \$642,165.00 of state-appropriated funds during Fiscal Year (FY) 2026 to fund the program. Award amounts are subject to vary each year based on region, with future years' funding subject to appropriations. The initial Contract term, which begins on the effective date of the Contract, through June 30, 2026, and there are Five (5) one-year options to renew the Contract.

Payment against this Contract is firm and fixed at the awarded amount and OSDH will not pay, nor be liable for, any other additional costs, including, but not limited to taxes or other costs not identified in the Proposal. OSDH reserves the right to terminate this contract if the legislature fails to allocate sufficient funds to maintain this contract.

The Rx for Oklahoma 5 regional service areas are illustrated on the map attached.

Administrative requirements include monthly reimbursement claims, monthly progress reporting, monthly virtual meeting attendance, close-out reports, semi-annual site visits, and annual monitoring. Additional information and training will be provided after the contractors are selected.

DEFINITIONS

1. **OSDH** – the Oklahoma State Department of Health, OSDH, is the State Representative for the Rx for Oklahoma Prescription Assistance Program.
2. **Eligible client for the Rx for Oklahoma program** – Must be medically indigent and/or not medically indigent but cannot reasonably afford to pay for prescription drugs.
3. **Medically Indigent** – means a person who meets the criteria established by the drug manufacturer assistance programs for the purchase of prescription medication.
4. **Prescription drug** – means a drug which may be dispensed only upon prescription by a health care professional authorized by the appropriate licensing authority, and which is approved for the safety and effectiveness as a prescription drug under Section 505 or 507 of the Federal Food, Drug, and Cosmetic Act (52 Stat. 1040 (1938), 21 U.S.C.A., Section 301).
5. **Manufacturer-sponsored Prescription Assistance Program (PAP)** - Drug company programs that provide prescription drugs to physicians, or programs for patients who could not otherwise afford them.
6. **Eligible Oklahomans** - eligibility for the Rx for Oklahoma Act shall be residents of Oklahoma who 1) are medically indigent; or 2) are not medically indigent but cannot reasonably afford to pay for prescription medications (referred to as clients).
7. **Contractor** – agency(s) awarded state appropriation funds to participate in the Rx for Oklahoma program.

8. **Sub-Contractor** – agency(s) contracted with the contractor(s) to fulfill the contract obligations.
9. **Primary Processing Center** – One of the designated regional processing centers which will also function as the administrative headquarters for the regional area.
10. **Program Year** – The Rx for Oklahoma Prescription Assistance Program, program year, funded by the State of Oklahoma runs July 1 – June 30.
11. **RAD** – Regional Area Director.
12. **Regional Area** – Five (5) regions dividing the entire geographical area of Oklahoma referenced by region 1 through 5.

1. PROGRAM-SPECIFIC GOALS AND OBJECTIVES

Agencies selected by the Oklahoma State Department of Health (OSDH) to provide services pursuant to the Rx for Oklahoma Act shall, at a minimum, demonstrate their ability to:

- A. Deliver services in a community or geographic area of the state that is not currently receiving services pursuant to the Rx for Oklahoma Act;
- B. Maintain a dedicated telephone line and computer with internet access and appropriate software during normal business hours; and
- C. Have staff, volunteers, and/or subcontractors available who can:
 - 1) Develop and implement community awareness initiatives about the prescription assistance services offered by the agency,
 - 2) Determine whether a pharmaceutical program (PAP) is offered for the prescription drug(s) a person needs,
 - 3) Determine whether a person is eligible for assistance through a pharmaceutical program,
 - 4) Assisting people to make applications to and enroll in a pharmaceutical assistance program (PAP),
 - 5) Keep accurate records of the number of clients served, maintain the confidentiality of all clients' information including, but not limited to, the client's identity, client proposal information, and other records,
 - 6) Maintain a primary processing center for administrative duties,
 - 7) Generate an implantation manual as well as policies and procedures for the Rx for Oklahoma program in coordination with the agency awarded,
 - 8) Estimate the value of the prescriptions provided to the client(s) under the program,
 - 9) Complete monthly contact log, monthly progress reporting, participate in monthly virtual meetings, semi-annual site visits, annual close out reporting, and submit invoicing with details in the required timeframe.
- D. Complete community outreach and program development to increase the number of clients assisted. This requires the contractor to complete a minimum of two (2) outreach/contacts

and/or events/activities per servicing county monthly. These requirements need to be well documented with photos and any supporting documentation.

2. CONTRACTING INFORMATION

A. Available Funds

Estimated FY 2026 Awards (Budget award amounts for the regions)

Region 1	\$98,115.00
Region 2	\$105,920.00
Region 3	\$160,548.00
Region 4	\$112,081.00
Region 5	\$165,501.00

FY26 Final award amounts are subject to change based on funding availability and length of the initial term of the Contract.

B. Number of Contracts

The annual funds will be divided, using a funding tool, into five (5) amounts to be allocated to the five (5) regions dividing the entire geographical area of Oklahoma, referenced by Regions 1 through 5 in the attached map.

C. Type of Funding Instrument

Funding Instrument Type:

State Appropriations

The contract between OSDH and Contractor will identify the required duties, financial controls, special conditions, reporting requirements (to include any sub-contractor activities), and will include consequences and sanctions for violations of the contract. OSDH will monitor progress to ensure that the contractor achieves the objectives set out in the contract with the expected timeframes, as applicable. Failure to meet such objectives may be the basis for OSDH determining the contractor to be in default of the contract and for exercising available sanctions, including probation and/or termination of the contract.

OSDH will conduct semi-annual site visits for monitoring/auditing, request monthly reports, host monthly virtual meetings, host additional training and/or meetings, request monthly invoices with details, and approve all proposed financial deliverables.

3. ELIGIBILITY INFORMATION

A. Eligible Contractor

An eligible contractor must be:

- 1) County Offices of The Department of Human Services.
- 2) County Health Departments.
- 3) Community Action Agencies.

- 4) Community mental health centers.
- 5) Private non-profits.
- 6) Public entities engaged in the delivery of social services.

B. Ineligible Contractor

OSDH will not escalate Proposals from ineligible contractors, including those that do not meet the threshold, statutory and regulatory or program requirements. Ineligible contractors include, but are not limited to, the following:

1. Individuals
2. Co-contractors
3. Members of a consortium

C. Threshold Eligibility Requirements

Contractors who fail to meet any of the following threshold eligibility requirements are deemed ineligible. Proposals from ineligible contractors are not rated or ranked and will not receive funding.

A proposal is ineligible for funding if the contractor has any of the charges, cause determinations, lawsuits, or letters of findings that are not resolved to OSDH satisfaction before or on the Proposal deadline date for this Solicitation.

Status as a defendant in any other lawsuit filed or joined by an individual, organization, local/state/federal authorities, or in which the local/state/federal authorities has intervened, or filed an amicus brief or statement of interest, alleging a pattern or practice or systemic violation of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, or a claim under the False Claims Act related to non-discrimination, or civil rights.

Receipt of a letter of findings identifying systemic non-compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act. OSDH will determine if actions to resolve the charge, cause determination, lawsuit, or letter of findings taken before the Proposal deadline date will resolve the matter. Examples of actions that may be sufficient to resolve the matter include, but are not limited to:

- 1) Current compliance with a voluntary compliance agreement signed by all the parties.
- 2) Current compliance with a conciliation agreement signed by all the parties and approved by the state governmental or local administrative agency with jurisdiction over the matter.
- 3) Current compliance with a consent order or consent decree.
- 4) Current compliance with a final judicial ruling or administrative ruling or decision; or
- 5) Dismissal of charges

D. Timely Submission of Proposals

Late Proposals are ineligible and are not considered for funding.

E. Minimum Score

To be considered for funding, proposals must have a score of at least 75% of points from the Evaluation and Scoring Panel.

F. Ineligible Activities

A contractor will not be awarded a contract if more than 10% of their proposed activities are not eligible activities.

4. STATUARY AND REGULATORY REQUIREMENTS AFFECTING ELIGIBILITY

A. Eligibility Requirements for Contractors of OSDH Rx for Oklahoma Program:

The following requirements affect contractors' eligibility. Contractors who fail to meet any of these eligibility requirements are deemed ineligible to be awarded funding from OSDH.

- 1) Registered State Vendor
- 2) No Outstanding Delinquent Federal/State Debts
- 3) No Debarments or Suspensions, or both
- 4) Mandatory Disclosure Requirement
- 5) Pre-selection Review of Performance
- 6) Sufficiency of Financial Management System
- 7) No False Statements
- 8) Prohibition against lobbying activities

In addition, each contractor under this Solicitation must have the necessary processes and systems in place to comply with the contract terms.

B. Program Specific Requirements

The Contractor must demonstrate in its Proposal that it will run a broad-based and full-service project. A written response with supporting documentation for all rating factors is required. A proposal that includes no narrative responses to any of the Rating Factors will be deemed ineligible.

Rating Factors:

- 1) Summarize the contractor's organizational characteristics and structure including date established, and organization type (corporation, partnerships, etc.).
- 2) Address years of experience managing similar projects (service programs, prescription assistance programs, etc.).
- 3) Provide a completed sample budget and narrative form (exhibit 2).
- 4) Discuss with detail the plan to coordinate and manage sub-contractors.
- 5) Indicate with detail which counties for which you are proposing to provide services.
- 6) Discuss with detail, knowledge of prescription assistance program needs in Oklahoma.
- 7) Identify with detail the proposed location for each processing center and identify which one will be designated as the "primary."

- 8) Address the requirement for a dedicated telephone line.
- 9) Provide a detailed staffing plan with job titles, duties, and number of work hours for each processing center (only for Rx for Oklahoma staff). Once contracted, the contractor shall notify OSDH, in writing, within five (5) business days, if necessary, the personnel and/or location of processing centers change.
- 10) Address the proposed responsibilities and proposed required experience the contractor will require for the designated Regional Area Director (RAD).
- 11) Provide a detailed Regional Organizational Chart including processing centers.
- 12) Identify responsibilities of staff positions for the enrollment process.
- 13) Explain the procedure for enrolling participants.
- 14) Identify plans for using new/existing software and websites for the enrollment process.
- 15) Identify the client intake, client eligibility, and proposal process.
- 16) Proposed average and maximum days for review of the proposal and appeal process if warranted.
- 17) Describe the process to obtain and utilize required client-specific proposal documentation from physicians.
- 18) Process to verify and document client receipt of medication.
- 19) Identify a plan for developing resources, community outreach, and partnerships. Please note the requirements of a minimum of 2 outreach/contact and/or events/activities per county each month and explain how they will be met and maintained. Understanding some counties are not populated here is an example, 16 counties mean 32 outreach/contact and/or events/activities total. Some counties may have more outreach. See Outreach Ideas attached.
- 20) Provide a copy of the terms, conditions, rules, regulations, procurement policy, and implementation manual that was drafted by the contractor for the operation of this program within their organization.
- 21) Provide a detailed reporting plan to ensure all information is collected efficiently from all sources and provided on time. Noting that delinquent reports can result in probation, explain the response taken if found on probation.
- 22) Provide copies of all required Certificate(s) of Insurance. Certificate Holder must be as follows: OSDH, 123 Robert S. Kerr Ave., OKC, OK 73102

Proposals exceeding the maximum amount of funding will be ineligible, even if it is due to miscalculations or inconsistencies in the proposal. Funding awarded to a Contractor must be used for the specific activities included in the proposal submitted under this Solicitation only. Funded contractors may not co-mingle funds to support other activities.

The proposal submitted must be independent and capable of being implemented without reliance on other contractors, including staff sharing protocols of key staff. Contractors may not use the performance (e.g., performance assessment rating or successfully completed activities) of another organization to meet the requirements.

5. PROPOSAL AND SUBMISSION INFORMATION

A. CONTENT AND FORMAT OF PROPOSAL SUBMISSION

You will submit two files.

File one, Project Narrative Attachment Form to include:

- 1) Table of Contents
- 2) Project summary, one page limit
- 3) Project Narrative
- 4) Project Workplan
- 5) budget and narrative Form (exhibit 2).

File two, Other Attachment and Form include all attachments and other required forms.

Page limit for file one and file two combined: Not to exceed 75 pages. (Failure to adhere to page limit parameters will result in a reduction of overall points).

Required:

Format

- 1) File Format: Word Document or Portable Document File (PDF)
- 2) Paper Size: 8 ½ x 11 inches
- 3) Margins: 1 inch all around
- 4) Language: English
- 5) Include page numbers
- 6) Do not include external links to information you want reviewers to assess.

Fonts

- 1) Font: Times New Roman or Calibri
- 2) Size: 12-point font
- 3) Footnotes and text in tables and graphics may be 10-point Spacing

Table of Contents, single-spaced: At the beginning of file one, insert a table of contents that guides a reader through the contents of both files in your Proposal. If possible, include links to the relevant content in file one.

Project Summary, May be Single-spaced: The project title, contractors' name, address, phone numbers, email addresses, any website URL, and business hours. A brief description of the project, including a summary of the contractor's organizational characteristics and structure including date established, and organization type (corporation, partnerships, etc.). Address years of experience managing similar projects (service programs, prescription assistance programs, etc.).

Project narrative, double-spaced: The project narrative is where you address all your proposed activities. It is an all-important component of your overall Proposal; this section will be evaluated and ranked against other Proposals within your category of award. Please remember, quality is far more important

than quantity, meaning the substance and quantifiable outcomes are more important than length of your document. We encourage you to focus on strategies that demonstrate your ability to achieve your intended performance.

- a. Explain how the proposed project will meet the purpose of the RFP, as outlined in the program description.
- b. Use clear and concise language.
- c. Cross reference, when possible, to avoid repetition.
- d. Provide required noted documents; these will be included in the attachment portion.
- e. Order the sections with headings as follows: Objectives State your main objectives and any sub-objectives.
- f. Address how the stated objectives relate to the overall purpose of the program and services.
- g. Describe how you will achieve the objectives.
- h. Describe your understanding of the legislative intent of the program, reference HB3252(2024), for most updated legislation.
- i. Outline your vision for creating a program and services that support medically indigent or under insured Oklahomans with prescription from a drug manufacturer assistance program.

The following items must be included:

- a. Workplan: May be Single-spaced
- b. Completed sample line-item budget and narrative (exhibit 2): May be Single-space
- c. Attachments: Spaced as needed
- d. Tables and footnotes: May be Single-spaced

Expected Outcomes, Identify the expected outcomes you plan to achieve through this project.

Outcomes should align with the overall program described in the program description and must be included in your detailed workplan.

Approach, Detail your action plan and describe the scope and parameters of how you will accomplish your proposed project. Account for all services, functions, activities, etc., you detailed in your Proposal. Respond to the objectives outlined in the program description and describe how you will carry out these objectives. Explain how you will collaborate with existing partners or develop new partnerships to create systems and networks of resources and support for women, children, and families. Anticipate potential obstacles and challenges to accomplishing your overall project goals and explain strategies you will devise to address and overcome them.

B. Organizational Capacity

- 1) Provide the following information for your full project team, including the contractors' organization and any cooperating partners, contractors, and sub-contractors:
- 2) Evidence that your team has the relevant experience and expertise needed to carry out your project.
- 3) Description of your team's experience with administering, developing, implementing, managing, and evaluating similar projects, including the objectives outlined in the program description.
- 4) Evidence that your team has the organization capability to fulfill their roles and responsibilities effectively.
- 5) Description of your plan for assigning or hiring staff to oversee and implement the outlined program and services proposed in the program description.
- 6) Definitions of the roles, responsibilities, and time commitments of each proposed key personnel, including any partners, consultants, or subcontractors.

C. Plan for Oversight of State Contracted Funds and Activities

You must ensure proper award oversight, including standards for:

- 1) Financial and program management
- 2) Procurement
- 3) Performance and financial monitoring and management.
- 4) Record retention and access.
- 5) Allowable and unallowable costs.
- 6) Explains the links among project elements.
- 7) Targets the identified objectives and goals of the project.

D. Sample Budget and Narrative Form & the Budget Justification

The sample Budget and Narrative Form & budget justification should support and align with the work of the program and services and justify the costs you have allocated. A budget and budget narrative must be provided for each year of the project period.

6. BUDGET NARRATIVE JUSTIFICATION AND DEFINITIONS

All Proposals must have a detailed sample budget and narrative form (exhibit 2) explaining and justifying the proposed budget expenditures, the Budget and Narrative Form is provided for completion. Include the dollar amounts in the discussion and how the dollar amounts were derived. Include detailed descriptions of all the cost justifications. The budget and narrative form (exhibit 2) submitted must equal the dollar amounts in all required forms. Please explain each calculation and provide a narrative that supports each budget category. (In other words, the Total Budget Line [Admin + Operations] on the Budget Narrative Form must equal the total costs identified and discussed in the narrative).

Administrative:

Personnel and associated costs that do not directly work with/supports clients but support the administration of the program are considered administrative costs. Administrative costs must not exceed 30% of the monthly invoice.

Operational:

Personnel and any cost associated with program activity that provides direct support and services to clients are considered operational costs. Operational costs must meet or exceed 70% of the monthly invoice.

A. Personnel (Operational and Administrative):

- 1) Include Salary and Wages.
- 2) Provide a breakdown of personnel by classification (e.g. job title).
- 3) State time commitments in hours or percent of the time for each person or position.
- 4) All personnel costs must be allowable.
 - a. Explain any special considerations.
 - a. Operational Example: Personnel responsible for direct client services.
 - b. Administrative Example: Accountant, executive salary that indirectly supports the program through administrative tasks or support of staff that are responsible for direct client services.

B. Fringe Benefits (Operational and Administrative)

Identify separately from salaries and wages. Describe benefits received by personnel when the fringe calculates more than 35% of the associated salary.

C. Travel and Per Diem: (Operational and Administrative):

All payments for travel-related costs, including per diem and authorized use of privately owned motor vehicles shall be made in accordance with prevailing state guidance regarding travel reimbursement amounts and procedures for use in determining the standard mileage rate allowed for a business expense deduction.

Provide a Breakdown of travel costs as follows:

- 1) Destination.
- 2) Estimated costs and type of transportation.
- 3) Number of travelers, related lodging, and per diem costs.
- 4) A brief description of the travel involved, its purpose, and an explanation of how the proposed trip is necessary for completing the project.

If travel details are unknown, then the basis for the proposed cost should be explained (e.g. historical information) – do not list a lump sum estimate.

D. Supplies: (Operational and Administrative)

- 1) Explain the type of supplies to be purchased, or the nature of the expense, quantity, and cost per unit.
- 2) Indicate the basis for an estimate of supplies (historical use on similar projects).

E. Equipment: (Operational and Administrative)

- 1) "Equipment" is nonexpendable, tangible personal property with unit costs of \$500 or more having a useful life of more than 1 year.
- 2) List equipment to be purchased and describe how it will be used in the project.
- 3) Explain why the equipment is necessary for successful management of the project.
- 4) General use equipment (e.g., computers, faxes, etc.) must be used 100% for the project if purchased with project funding.

F. Contractual (Administrative)

- 1) Experts or professionals in a specific field and have a wide knowledge of the subject matter needed for the service.

G. Other Costs: (Operational and Administrative)

- 1) Operational Example: Food/drink for clients at events and/or marketing items
- 2) Administrative Example: utilities, insurance costs.

Note: Building rent is eligible only under the following conditions: the rent must be for existing facilities not requiring rehabilitation or construction except for minimal alterations to make the facilities accessible for a person with disabilities; no repairs or renovations of the property may be undertaken with funds under this solicitation.

When developing your budget, please consider:

- a. If the costs are necessary, reasonable, allocable, and consistent with your project's purpose and activities.
- b. How you calculate your costs in ways that are clear and repeatable. (Include estimation methods, quantities, unit costs, and other similar quantitative details sufficient for the calculation to be duplicated).
- c. Restrictions on spending funds.
- d. Organizational Capacity Supporting Information.

You must include the following attachments in support of your organizational capacity:

- a. Organizational charts, including all partners.
- b. Job descriptions for each vacant key position (one page limit per position).
- c. Copy or description of the contractor's organization's fiscal control and accountability procedures.

7. ADDITIONAL DOCUMENTS REQUIRED

- A. Legal proof of nonprofit status. If applicable
- B. Certificate of Insurance(s) underwritten by an A.M. Best rating of A- or better company including general commercial liability, workers' compensation, automotive, etc. Making sure to list OSDH as the Certificate Holder using address 123 Robert S. Kerr Ave., OKC, OK 73102.
- C. Form 990, if applicable based on current IRS requirements and guidelines.
- D. Information on compliance with state and local government standards.
- E. Evidence that your organization and any partnering organizations have relevant experience and expertise administering, developing, implementing, managing, and evaluating programs like or related to the one described in this RFP. For the Proposal submission, these may include:
 - a. Business References
 - b. Letters of commitment
 - c. Memoranda of understanding
 - d. Memoranda of agreement

8. PROPOSAL REVIEW INFORMATION

A. Review Criteria

The maximum number of Rating Factor points awarded under this Solicitation is 155.

B. Review and Selection Process

1) Past Performance

In evaluating proposals for funding, OSDH will consider a contractor's past performance in managing funds. Items OSDH will consider include, but limited to:

- a. The ability to account for funds in compliance with applicable reporting and recordkeeping requirements.
- b. Timely use of funds received.
- c. Timely submission and quality of reports submitted.
- d. Meeting program requirements.
- e. Meeting performance targets as established in the OSDH agreement.
- f. The contractor's organizational capacity, including staffing structures and capabilities.
- g. Timely completion of activities and receipt and expenditure of promised funds.
- h. The number of people served or targeted for assistance.
- i. Producing positive outcomes and results.

2) Assessing Proposal Risk

In evaluating risks posed, OSDH may use a risk-based approach and may consider any items such as the following:

- a. Financial stability.
- b. Quality of management systems and ability to meet the management standards prescribed in this part.
- c. History of performance.
- d. Reports and findings from audits performed, and the responses.
- e. The contractor's ability to effectively implement statutory, regulatory, or other requirements imposed.

An organization is ineligible for funding if the organization received a "poor" rating within the last year on its performance assessment on a prior contract for any initiative/component. Contractors who have not received a performance assessment within the last year will be deemed a new applicant for purposes of this Solicitation.

C. Rating and Ranking

- 1) Ineligible proposals will not be rated or ranked.
- 2) Minimum Score to be Funded. Only applications with at least a rating score of 75% of points will be considered of sufficient quality for funding.
- 3) Ranking - All eligible applicants will be ranked based on the total score.
- 4) Tie Breaking - When two or more applications have the same total score, the application with the higher score under Rating Factor 4 will be ranked higher. If applications still have the same score, the tie will be broken by the Rating Factor 2 score. If a tie remains, the tie will be broken by the Rating Factor 1 score. If a tie remains, the tie will be broken by Rating Factor 3. If a tie remains, the tie will be broken by the Rating Factor 5 score.

9. PROPOSAL ADMINISTRATION INFORMATION

A. Contract Notice

Following the evaluation, scoring process and, OSDH will notify successful contractors of their selection for funding.

1) Final Contract

After OSDH has made selections, OSDH will finalize specific terms of the contract and budget in consultation with the selected contractor. If OSDH and the selected contractor do not finalize the terms and conditions of the contract in a timely manner, or the selected applicant fails to provide requested information, a contract will not be made to that contractor. In this case, OSDH may select another eligible proposal.

2) Adjustments to Funding

To ensure fair distribution of funds and enable the purposes or requirements of a specific program to be met, OSDH reserves the right to fund less than the amount requested in a proposal.

- a. OSDH may fund no portion of a proposal that:
 - a. Is ineligible for contracting under applicable statutory or regulatory requirements.
 - b. Fails, in whole or in part, to meet the requirements of this notice.
 - c. Duplicates activities funded by other contracts.
- b. OSDH may adjust the funding for a proposal to ensure alignment with OSDH and Rx for Oklahoma administrative priorities.
- c. If funds remain after all selections have been made, remaining funds may be made available within the current fiscal year for other competitive bid processes within the program area or may be used as otherwise provided by the State Finance Act, 62 O.S. § 34, *et seq.*, the Rx for Oklahoma Act, or other authorizing statute or appropriation.
- d. If, after announcement of contracts made under the current Solicitation, additional funds become available either through the current appropriations, a supplemental appropriation, other appropriations or recapture of funds, OSDH may, in accordance with the appropriation, use the additional funds to provide additional funding to a contractor contracted for less than the requested amount of funds to make the full (or nearer to full) award, and/or to fund additional contractors that were eligible to receive a contract but for which there were no funds available.

10. ADDITIONAL CONTRACT NOTIFICATION AND PROCEDURES

A. Notification

Information about the review and contracting process will not be available during the OSDH evaluation and scoring period. You will be advised, in writing, if it is determined that your proposal has technical deficiencies which may be corrected. You will be advised after the awards are made if your proposal was ineligible. OSDH will only communicate with people specifically identified in the proposal. OSDH will not provide information about the proposal to any third party, such as contractors.

B. Negotiation

If your proposal is selected for contracting, only the exceptions to state terms identified in your proposal are subject to further negotiation. The award is conditional and does not become final until the negotiations are successfully concluded, and the contract is signed and executed. etc)

ATTACHMENT B



OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a contract document in connection with the contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

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** The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, supplier shall maintain its supplier registration with the state as a precondition to renewal of the contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the state until the contract is effective.
- 2.2** Contract documents shall be read to be consistent and complementary. Any conflict among the contract documents shall be resolved by giving priority to contract documents in the following order of precedence:
 - A.** Any amendment.
 - B.** Terms contained in this contract document.
 - C.** Any contract-specific state terms that include, 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 or applicable law.
- F. Any statement of work, work order or other mutually agreed contract documents.

2.3 If there is a conflict between the terms contained in this contract document or in contract-specific terms and an agreement provided by or on behalf of supplier including but not limited to linked or supplemental documents which alter or diminish the rights of customer or the state, the conflicting terms provided by supplier shall not take priority over this contract document or acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an amendment.

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

3 Modification of contract Terms and contract documents

- 3.1** The contract may only be modified, amended, or expanded by an 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 and information 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. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 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 Definitions

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

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the contract.
- 4.2 Amendment** means a mutually executed, written modification to a contract document.
- 4.3 Bid** means an offer a bidder submits in response to the solicitation.
- 4.4 Bidder** means an individual or business entity that submits a bid in response to the solicitation.

- 4.5 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.
- 4.6 Customer** means the governmental entity receiving goods or services contemplated by the contract.
- 4.7 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.
- 4.8 Destination** means delivered to the receiving dock or other point specified in the applicable contract document.
- 4.9 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.
- 4.10 Indemnified parties** means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.11 Inspection** means examining and testing an acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the acquisition meets contract requirements.
- 4.12 Moral rights** means any and all rights of paternity or integrity of the work product and the right to object to any modification, translation or use of the work product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.13 OAC** means the Oklahoma Administrative Code.
- 4.14 OMES** means the Office of Management and Enterprise Services.
- 4.15 Solicitation** means the document inviting bids for the acquisition referenced in the contract and any amendments thereto.
- 4.16 State** means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of Oklahoma.
- 4.17 Supplier** means the bidder with whom the state enters into the contract awarded pursuant to the solicitation or the business entity or individual that is a party to the contract with the state.
- 4.18 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 Oklahoma Central Purchasing Act.
- 4.19 Supplier confidential information** means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.
- 4.20 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 that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.

5.2 Pursuant to 74 O. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.

5.3 The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

6.1 Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 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.

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

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided and accepted or services rendered and accepted.
- The following terms additionally apply:
- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
 - B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
 - C.** Payment of all fees under the contract shall be due net 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
 - D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
 - E.** If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.
 - F.** Supplier shall have no right of set off.
 - G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.
 - H.** The supplier shall accept payment by purchase card as allowed by Oklahoma law.

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

- 8.1** As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or subcontractors at any customer premises and/or if 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 a limit of not less than \$5,000,000 per occurrence.
- E. Additional coverage required in writing in connection with a particular acquisition.

8.2 Supplier shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to supplier or supplier's 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, supplier's employees, agents or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a state or customer employee.

8.3 Supplier agrees to indemnify customer, the state and its employees, agents, representatives, contractors and assignees for any and all liability, actions, claims, demands or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or workers' compensation in connection with its performance under the contract.

9 Compliance With Applicable Laws

9.1 As long as supplier has an obligation under the terms of the contract and in connection with performance of its obligations, the supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, state and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C. Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
- D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.
- F. Requirements of IRS 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, 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 e-verify.gov.
 - 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.
 - J. Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.
- 9.2 The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the [State of Oklahoma Information Security Policy, Procedures and Guidelines](#) set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.
- 9.4 In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5 The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.
- 9.6 As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.
- 9.7 The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.
- 9.8 Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.
- 9.10 If services provided by supplier include delivery of an electronic communication, supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with state standards regarding accessibility. Should any communication

or associated support documents be noncompliant, supplier shall correct and redeliver 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 nonelectronic format, supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the state.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.
- 10.2** The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven 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 years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

11 Confidentiality

- 11.1** The supplier shall maintain strict security of all state and citizen data and records entrusted to it or to which the supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations, and policies and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract. The supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to state and citizen data and records to fulfill supplier's duties and obligations under the contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any state or citizen data or records except as required by law or allowed by written prior approval of the customer.
- 11.3** Supplier shall immediately report to the customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably 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 years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to supplier's 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 contract.
- 11.8** 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 the supplier.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the state. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the state, its employees or any other third-party individual or entity awarded a contract with the state. Further, as long as the supplier has an obligation under the contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the state. Any conflict of interest shall, at the sole discretion of the state, be grounds for partial or whole termination of the contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the contract may not be assigned or transferred to any other person or entity without the prior written consent of the state which may be withheld at the state's sole discretion. Should supplier assign its rights to payment, in whole or in part, under the contract, supplier shall provide the state and all affected customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the contract may be assigned by supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the supplier, or a sale of all or substantially all of the assets of the supplier to which the contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the supplier as fully as if it had been originally made a party to the contract. Supplier shall give the state and all affected customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the supplier is permitted to utilize subcontractors in support of the contract, the supplier shall remain solely responsible for its obligations under the terms of the contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the supplier, the supplier shall obtain written approval of the state of such subcontractor and each employee, as applicable to a particular acquisition, of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the state. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the state of any subcontractor and associated employees shall be a continuing obligation. The state further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the contract shall be made directly to the supplier, except as provided in 13.1 above regarding the supplier's assignment of payment. No payment shall be made to the supplier for performance by unapproved or disapproved employees of the supplier or a subcontractor.

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by supplier under the contract infringes that party's patent, intellectual property, copyright or other property right, supplier shall enable each affected customer to legally continue to use, or modify for use, the portion of the

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

16 Indemnification

16.1 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, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 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 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

16.3 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) 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 nonsupplier-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) nonsupplier 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 customer as a system.

16.4 Notice and Cooperation

In connection with indemnification obligations under the contract, the parties agree to furnish prompt

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

16.5 Coordination of Defense

In connection with indemnification obligations under the contract, when a state agency is a named defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the attorney general of Oklahoma, or the attorney general may authorize the supplier to control the defense and any related settlement negotiations; provided, however, supplier shall not agree to any settlement of claims against the state without obtaining advance written concurrence from the attorney general. If the attorney general does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the applicable indemnified parties.

16.6 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

17.2 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments

ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.

- 17.3** The state's exercise of its right to terminate the contract under this section shall not be considered a default or breach under the contract or relieve the supplier of any liability for claims arising under the contract.

18 Termination for Cause

- 18.1** Supplier may terminate the contract if (i) it has provided the state with written notice of material breach, and (ii) the state fails to cure such material breach within 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 30 days of receipt of written notice. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated.
- 18.2** The state may terminate the contract in whole or in part immediately without a 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 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.
- 18.3** The state may terminate the contract if the scope includes public relations (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, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.
- 18.4** 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.
- 18.5** 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.

19 Termination for Convenience

- 19.1** The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

20 Suspension of Supplier

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by supplier with respect to debarment, suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the contract. A determination that supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the contract for supplier's default. Additionally, supplier shall promptly provide written notice to the state purchasing director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, nonperformance 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; therefore, amounts payable to supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the contract, (i) the following are not a force majeure event under the contract: (a) shutdowns, disruptions or malfunctions in supplier's system or any of supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to supplier's systems or (b) the delay or failure of supplier or subcontractor personnel to perform any obligation of supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (ii) no force majeure event modifies or excuses supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with supplier's performance under the contract, supplier may have access to customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment and other property of customer.

Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of customer property in its possession, regardless of cause. If supplier fails to comply with customer's security requirements, supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

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

If sent to the state:

OMES Central Purchasing, Attn: State Purchasing Director
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

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

OMES Central Purchasing, Attn: Deputy General Counsel
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the contract documents, in the singular or in the aggregate, shall be governed by the laws of the state without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the state. Venue for any action, claim, dispute or litigation relating in any way to the contract documents, shall be in Oklahoma County, Oklahoma. The state expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, statutes of limitations.

26.2 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.

26.3 Transition Services

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

26.4 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 prior written approval of the state.

26.5 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. 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.

26.6 Failure to Enforce

Failure by the state or a customer at any time to enforce a provision of or exercise a right under the contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise

shall not affect the validity of any contract document, or any part thereof, or the right of the state or a customer to enforce any provision of or exercise any right under the contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the contract.

26.7 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 express written consent by the other party.
- B. The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.
- C. The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.
- D. The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

26.8 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 nonconflicting applicable state or federal law or regulation is not waived.

26.9 Severability

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

26.10 Section Headings

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

26.11 Sovereign Immunity

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

26.12 Survival

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

26.13 Entire Agreement

The contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or

written, expressed or implied, which is not contained in a contract document shall be binding or valid. The supplier's representations and certifications, including any completed electronically, are incorporated by reference into the contract.

26.14 Gratuities

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

26.15 Import/Export Controls

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

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. EV00000818

1 False Statements

The Supplier understands that providing false or misleading information during any part of the Proposal, contract, or performance phase of an award may result in criminal, civil or administrative sanctions, including but not limited to fines, restitution, and/or imprisonment.

2 Lobbying Activities

No appropriated funds may be expended by the contractor of a contract, state appropriation funds, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered actions: the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, state appropriation funds, grant, loan, or cooperative agreement.

3 No-Conflict Covenant

The Supplier covenants that no members or employees of any governing board of the Supplier have any interest, direct or indirect, and that no one shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Supplier further covenants that in the performance of this contract no person having any such interest will be employed.

4 Performance Standards

4.1 Supplier must maintain professional performance standards while implementing program requirements. These standards will be evaluated using documents such as the monthly progress report, semi-annual site visit/monitoring, and annual reporting.

4.2 Performance Measures

A. Supplier must maintain professional performance standards while implementing program requirements. These standards will be evaluated using documents such as the monthly progress report, semi-annual site visit/monitoring, and annual reporting.

- Supplier performance and renewal determinations shall be based upon the outcome of the following: Program Monthly Reporting
- Annual Report
- Compliance with OSDH contract
- Annual Monitoring

The Program Monthly Report, Annual Report, and Annual Monitoring must be submitted on OSDH-approved templates.

- B.** In addition, Supplier shall document an annual increase, beyond the initial assessment submission, of clients served within the current funding period. The client must have received medication and have been verified in a reconciliation process.

5 Number of Contracts

An organization may not receive more than one contract under this RFP. This restriction includes organizations with separate EIN's that apply separately for funding under but identify more than one of the same direct personnel and/or key staff for both organizations (i.e. key staff sharing).

6 Procurement Standards

Funds expended for the program shall be subject to the requirements of the Central Purchasing Act, 74 O.S. §§ 85.1 *et seq.* The procurement systems for Contractors shall be written and include, at a minimum, the following standards:

- 6.1** Assurance that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
- 6.2** Contracts shall be made only with responsible bidders/vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- 6.3** Purchases costing \$500.00 or more require pre-approval from OSDH and must align with programmatic or operational needs.
- 6.4** All marketing material must be purchased through the designated preferred vendor.
- 6.5** Following a competitive bidding process involving at least two vendors, the vendor shall be chosen based on a comprehensive evaluation, with cost-effectiveness being the primary determining factor.

7 Inventory and Disposition

- 7.1** Furniture and/or equipment purchased with OSDH contract funds, that meets or exceeds \$500.00, must be kept on inventory documents at the Supplier's agency. By the end of each calendar year, a comprehensive inventory list must be available to OSDH. Supplier's inventory records should contain all the following information:

- A.** Brand,
- B.** Description,

- C. Serial Number,
 - D. Date of Purchase,
 - E. Cost,
 - F. Inventory Number,
 - G. And Location of the Item.
- 7.2 Equipment purchased with Rx for Oklahoma funds must be maintained in working condition. The Supplier is responsible for any maintenance, repairs, loss, or theft.
- 7.3 Equipment acquired with Rx for Oklahoma funds may be sold, traded in for replacement equipment, or salvaged only upon written approval from OSDH. The request must include the item description and reason.

8 Invoices and Payments

- 8.1 A properly completed invoice must be submitted within 20 days of the end of the month in which services were delivered, or products provided and include the following items:
- A. name, address, and FEI number of the Supplier.
 - B. invoice date
 - C. period covered by invoice
 - D. purchase order number
 - E. any other data, reports, information or documentation required by other conditions of the contract
 - F. detail of the services provided and be in accordance with the terms and conditions of this agreement; and
 - G. For invoices involving payment for the Supplier's time, the Supplier and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Supplier's specific entity type found at 2 CFR Part 200.430, 45 CFR Part 75, and 7 CFR Part 3016, among others. The invoice must be signed and contain the following statement
 - H. **"By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to OSDH."**
- 8.2 Funds made available pursuant to this Contract shall be used only for eligible expenses

incurred during the period funded as specified for the purposes and activities approved and agreed to by OSDH. No contract funds may be used for expenses incurred either prior to or after the time period specified.

- 8.3** Supplier shall submit a monthly reimbursement claim regardless of whether there are expenditures or not and a final reimbursement claim at closeout of the contract.
- 8.4** If a question arises as to the validity of any claim made under this contract, OSDH may suspend further payments until the question is resolved. The decision of OSDH to allow or disallow any claim shall prevail.

9 Closing Out of Funded Period

- 9.1** The Supplier shall promptly return to OSDH any funds received under this Contract that are not obligated as part of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- 9.2** The Supplier shall submit required closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents must be accompanied by the final reimbursement claim.
- 9.3** When actual expenditures total less than the contract amount, the Contract will automatically be de-obligated to the actual expenditure as shown in the closeout documents.

10 Work Program and Budget Flexibility

Revisions in work program activities which result in revisions to the budget line items of (+) or (-) 10% shall be approved by the authorized signatory and submitted to OSDH for review and approval. In addition, any revision to the administration category must be approved in advance by OSDH.

11 Certifications by Supplier

- 11.1** The Supplier expressly agrees to be solely responsible to ensure that the use of monies received under this Contract complies with all State statutes and other legal authority, including OSDH policies and procedures that affect the use of said monies. The Supplier recognizes that it is responsible for assuring financial and programmatic compliance of its subrecipients or subcontractors.
- 11.2** The Supplier expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority, including OSDH policies and procedures that affect the use of said monies. The Supplier recognizes that it is responsible for assuring financial and programmatic compliance by its sub-recipients.
- 11.3** The Supplier specifically certifies and assures that:

- A. It will adhere to State regulations pertaining to non-discrimination.
- B. It will maintain fiscal controls and accounting procedures to ensure the proper disbursement and accounting for all funds received pursuant to this program.

12 Publications and Other Materials

12.1 No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. OSDH shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

12.2 Any publication or other material produced as a result of this contract shall include in a prominent location in the footer of the document the following statement:

This (type of material) was financed in whole or in part by funds from the State of Oklahoma as administered by the Oklahoma State Department of Health for Rx for Oklahoma.

12.3 Marketing Program:

- A. Rx for Oklahoma Recipients shall utilize the OSDH designated advertising vendor for all marketing needs of the program if available.
- B. To ensure consistency and standardization among suppliers for utilization of the program logo and campaign, proposed advertisement shall be submitted to OSDH for approval prior to production and implementation.
- C. All marketing materials shall be delivered to the Supplier. OSDH will not accept deliveries.
- D. OSDH shall act as the mediator for disputes arising between the Supplier and OSDH designated advertising vendor.
- E. All marketing material(s) remain the property of OSDH should there be a dissolution of the contract between OSDH and the Rx for Oklahoma Supplier. Those materials should be returned to OSDH staff within thirty days.

13 Notices

In addition to the notice requirements in Section 25 of Attachment B, State of Oklahoma General Terms, notices to the Oklahoma State Department of Health shall be sent to the physical address set forth below:

Oklahoma State Department of Health
Attn: Office of General Counsel
123 Robert S. Kerr Ave.
Oklahoma City, OK 73102

ATTACHMENT D INFORMATION TECHNOLOGY TERMS

THIS PAGE INTENTIONALLY LEFT BLANK.

SOLICITATION/EVENT ID: EV00000818

Due Date: 11/25/2025

KI BOIS Community Action Foundation, Inc.

P. O. Box 727

200 SE “A” Street

Stigler, Oklahoma 74462

918-967-3325

Table of Contents

File One	2
Project Summary	2
Project Narrative:	3
Objective:	3
Sub-Objectives:	3
Program Specific Requirements Summary:	5
Sub-contractors (4):	6
Job Descriptions.....	8
Client Assistance Process	11
Community Outreach and Education	15
Organizational Capacity	17
Plan for Oversight of State Contracted Funds and Activities.....	17
Work Plan	19
File Two Attachments.....	20
Attachment A – Region 4 Organizational Chart.....	21
Attachment B – Rx for Oklahoma Region 4 Implementation Manual	22
Attachment C – Existing Sub-Contractor Contracts.....	23
Attachment D – Regional Area Director Resume	24
Attachment E – IRS Determination Letter.....	25

File One

Project Summary

Project Title: Rx for Oklahoma – Region 4

Contractor: KI BOIS Community Action Foundation, Inc.
P. O. Box 727
200 SE A Street
Stigler, Oklahoma 74462

Website: www.kibois.org
Business Hours: 8:00 – 4:30

Authorized Official: R. Carroll Huggins
918-967-3325
carroll.huggins@kibois.org

Program Director: Amy Fair
918-470-2760
amy.fair@kibois.org

The Rx for Oklahoma Prescription Assistance Program – Region 4 will provide assistance to medically indigent, uninsured, and underinsured Oklahoma residents. The Program will assist eligible residents to access drug manufacturer sponsored prescription assistance programs. The Program will assist with the procedures, processes, and applications needed to access prescription medications and order refills.

KI BOIS Community Action Foundation, Inc. (KI BOIS CAF) is a multi-purpose Community Action Agency and corporation established in 1968. Its mission is to remain dedicated to eliminating the causes of poverty and bettering the economic, mental, physical, and social well-being of all people, most importantly the disadvantaged, by utilizing effective coordination and administration of available resources. KI BOIS CAF draws from over 55 years' experience operating a multitude of state and federally funded programs requiring management of financial and in-kind resources. KI BOIS CAF has operated as the Rx for Oklahoma – Region 4 lead agency since 2005. KI BOIS CAF has established both internal and external controls to ensure compliance with state and federal rules and regulations concerning the management of funds. KI BOIS CAF is governed by a tri-partite board with representatives from the low-income, private, and public sectors. The Board of Directors is comprised of 18 individuals representing the three named sectors. The Board of Directors sets and monitors overall agency strategic priorities and operational systems. All proposed sub-contractors are also multi-purpose Community Action Agencies and have similar backgrounds to that of KI BOIS CAF.

Project Narrative:

Objective: Increase public awareness and understanding of the Rx for Oklahoma program so that eligible individuals can access affordable medications.

According to the U.S. Census Bureau, the population in the 18 counties of Region 4 average 17.84% poverty. Pontotoc County has the lowest rate at 12.56% and Pushmataha County has the highest at 23.67%. The state of Oklahoma averages 15.33% and the Nation averages 12.44%. While living in poverty is not an automatic indicator of being uninsured or underinsured, it is an indicator of a lack of "disposable" income. This is the income used to pay for items such as health insurance and prescription medication. Per the Oklahoma State Department of Health October release of the RFA, there are a total of 72,263 individuals in Oklahoma without insurance.

The statistics presented above indicate a clear need in Oklahoma for individuals to access prescription assistance. To address this, we must increase awareness of the Rx for Oklahoma program among the people who need it, as well as among providers and partner agencies they may interact with.

Sub-Objectives:

To achieve our region's stated objective, the following sub-objectives will be implemented within 90 days of the contract and maintained throughout its duration.

Sub-Objective (1): Increase general awareness of the program to all healthcare professionals in our region.

It is imperative that all healthcare professionals and staff within our service area are fully informed about the program, enabling them to appropriately refer and promote it to clients who could benefit. Within 30 days of contract, the Regional Area Director will work diligently on a list of all healthcare providers and clinics within the service area as a guide for all Rx staff to use for education, marketing, and outreach purposes.

Sub-Objective (2): Greater understanding of the program eligibility and application process among healthcare professionals and staff.

To effectively promote the Rx for Oklahoma program, healthcare professionals and staff must have a thorough understanding of its eligibility guidelines and application process. This will ensure they can accurately determine who may qualify and provide clear guidance to patients on the steps required to move forward with the application process. Within 60 days of contract award, the Regional Area Director will develop a one-page FAQ sheet to be given to all providers and staff in the region.

Sub-Objective (3): Increase partnerships with Community Health Clinics and Federally Qualified Health Centers within Region 4's service area.

Region 4 currently has partnerships with the Health and Wellness Centers and the Hope Clinic in our service area. To provide stronger support to patients during the application process and improve the efficiency of application turnaround time, we must expand the number of partnerships we maintain with community health clinics in our Region.

Sub-Objective (4): Increase marketing efforts and outreach.

Region 4 will increase our marketing and outreach efforts to encourage more clients to apply for the program. By implementing a targeted social media campaign within 30 days of contract award, we can promote the program to the broader community-including potential clients, healthcare providers, and civic organizations. With increased marketing efforts, we expect greater awareness of the program, and ultimately, more individuals applying to receive their prescriptions at no cost or at a reduced rate.

Program Specific Requirements Summary:

Region 4 assisted in the provision of \$102,600 in prescription savings to clients who received prescriptions by enrolling in Rx for Oklahoma this past fiscal year. As the lead agency for the Rx for Oklahoma program, KI BOIS will continue to strive to increase the number of individuals receiving prescription assistance and, in turn, raise the total dollar amount of prescription savings for residents of the state of Oklahoma.

To accomplish our objectives for the Rx for Oklahoma program in Region 4, KI BOIS will continue offering services across the 18 counties within our service region, all of which we have consistently served since 2005. These counties are comprised of the following: Latimer, Haskell, Pittsburg, Leflore, Sequoyah, Pushmataha, Choctaw, McCurtain, Carter, Bryan, Coal, Love, Pontotoc, Johnston, Atoka, Murray, Marshall, and Garvin.

The Primary Processing Center will be located at the KI BOIS Community Action Office at 309 W Main, Wilburton, OK 74578. The Regional Area Director and one outreach worker will be at this location. There will be four (4) other processing centers within KI BOIS Community Action located in each of the other four (4) counties within the KI BOIS area of service. In Haskell

County, the processing center will be located at 200 SE A Street, Stigler, OK 74462; in Leflore County the processing center will be located at 219 Kerr Avenue, Poteau, OK 74953; in Pittsburg County the processing center will be located at 1711 E College, McAlester, OK 74501; and in Sequoyah County the processing center will be located at 1206 W Redwood, Sallisaw, OK 74955. All processing centers will have one outreach worker.

Sub-contractors (4):

- Delta Community Action will have one (1) outreach worker located at the processing center in Garvin County located at 225 W McClure in Pauls Valley, OK 73075. In addition, the Rx Coordinator will be located at 122 West Main Street, Purcell, OK 73080 (separate region).
- Big Five Community Services will have one (1) processing center with Rx Program Director, Coordinator, and outreach worker located in Bryan County at 1502 North Frist Street, Durant, OK 74702 and (4) information / intake centers located in Coal County at 210 N Main, Coalgate, OK 74538; Love County at 910 W Main, Marietta, OK 73448; Carter County at 201 A St SW, Ardmore, OK 73401, and in Pontotoc County at 1721 Craddock Rd, Ada, OK 74820 with outreach workers.
- LIFT Community Action Agency will have two (2) processing centers with Rx Program Coordinator and outreach worker located in Choctaw County at 500 East Rosewood, Hugo, OK 74743; and an outreach worker located in Pushmataha County at 603 Southwest B Street in Antlers, OK 74523.

- Indian Nation Community Action (INCA) will have one (1) processing center with Rx Coordinator/Outreach worker in Atoka County at 371 West 10th Street, Atoka, OK 74525.

The proposed time (work hours and/or percentage of time spent on Rx for Oklahoma) for each agency is as follows:

- KI BOIS:
Regional Area Director in Latimer County: 78%
Outreach Workers in Latimer, Haskell, Leflore, Sequoyah, and Pittsburg Counties: 4%
- LIFT:
Coordinator in Choctaw County: 6%
Outreach Workers in Choctaw and Pushmataha Counties: 6%
- Delta:
Coordinator in McClain County (separate region): 15%
Outreach Worker in Garvin County: 6%
- Big Five:
Coordinator in Bryan County: 5%
Outreach Worker in Bryan County: 30%
Outreach Workers in Carter, Coal, Love, and Pontotoc Counties: 2%
- INCA:
Coordinator / Outreach Worker in Atoka County: 38%

As the lead agency, KI BOIS has contracts in place with each sub-contractor outlining in detail the monthly requirements. As stated in the contract, each sub-contractor agrees to: Submit Reimbursement Claims by the 10th of each month for the previous month.

Upon receipt of proper documentation, KI BOIS Community Action Foundation, Inc. will reimburse sub-contractor per submitted claims up to the maximum allocation.

Submit Monthly Progress Reports by the 10th of each month for the previous month. These reports shall be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). These reports include: monthly client report with demographics on approved clients assisted for the month, number of reconciled claims, savings value of claims, denied claims, insurance information, ineligible inquiries, gender, ethnicity, age, and number of clients referred to other resources for prescription assistance; a call log detailing all inquiries / referrals about the program for the month; a community outreach report describing marketing efforts to include a minimum of two activities per county; and a quarterly inventory log of marketing items and quantity of each.

Job Descriptions

The job description for the Regional Area Director is as follows:

Duties will include, but are not limited to:

- Plan, develop, implement, monitor, and evaluate regional program goals and objectives.
- Establish regional program marketing objectives and monitor results.
- Administer internet database to link clients to qualifying medication resources.

- Responsible for developing connections with community healthcare providers to facilitate program implementation and referrals.
- Attend various meetings and conferences related to program goals and objectives.
- Observe confidentiality protocols in dealing with client's HIPAA and other sensitive or protected information.
- Maintain accurate, complete, legible, and correct records as required by funding source guidelines.
- Ensure the reliability and integrity of information entered into the database and reported to funding source.
- Provide and track follow-up services for clients, including assistance with required paperwork, referrals, and guidance.

The job description for the Rx outreach staff is as follows:

Duties will include, but are not limited to:

- Mail the intake application to the client and/or schedule an appointment for client to come to processing center.
- Enter client information into *RxAssist* Plus database.
- Copy financial and/or other documents as deemed appropriate.
- Download specific medication forms from *RxAssist* Plus database.
- Highlight forms for ease of completion by client and physician.
- Assist in obtaining client and physician signatures as required by pharmaceutical companies.

- Act as client advocate.
- Mail or fax client applications to pharmaceutical companies.
- Refer clients to other organizations and resources when necessary.
- Contact client, physician, or referring agency, if necessary, to obtain additional information.
- Contact client for follow-up.
- Assist with refills when requested by the client.
- Compile demographic information as required in monthly reports.
- Maintain confidentiality of clients. Client files shall be kept in file cabinets and only Rx Staff within the agency should have access to these files.

The proposed Regional Area Director has been in the position since September 2011 and maintains an office at the Primary Processing Center. The Regional Area Director is aware of all reporting requirements and has been preparing program reports since becoming Regional Area Director. In the event the current Regional Area Director leaves, there are staff in place within the agency that possess the capabilities and qualifications to move into that position and perform the necessary duties with success. The Regional Area Director will be responsible for updating and distributing an Implementation Manual outlining the policies and procedures for Region 4 to all sub-contractors.

The Regional Area Director will monitor the sub-contractors by visiting the offices in person at least twice during the fiscal year. Policies will be reviewed, and Rx staff will be made aware of any new changes in procedures. A selection of client files will be reviewed as well as client files

that are no longer in active status. Monthly telephone calls and/or email communication with sub-contractors will be conducted to check status of client inquiries, new clients, program marketing endeavors, and discuss patient assistance program changes and updates.

Client Assistance Process

The Client Assistance Process is detailed in the Region 4 Implementation Manual and explains the steps to be taken from initial client contact to enrollment in a pharmaceutical patient assistance program. These steps explain how to process client intakes, determine eligibility, how to enroll clients in a patient assistance program, process an appeal if deemed necessary, obtain the required documents and signatures from providers, and verify an approved client receives their medication. An excerpt from the Manual pertaining to the Client Assistance Process is as follows:

- *The following describes specific steps to be taken when contacted by a prospective client:*
 1. *Phone call, personal visit, e-mail, or fax received inquiring about the program.*
 2. *Brief screening for eligibility (are medicines covered on a patient assistance program, is potential client a resident of Oklahoma, income, and insurance assessment).*
 3. *Enter information on Call Log: Name, Phone Number, Communication Type in/outgoing and/or email, Source, Needs/Ineligible, Follow-up, and Referred. The Call Log is one component of the Monthly Reports required by the Oklahoma State Department of Health to be submitted to the Regional Area Director (RAD) by the 10th of every month.*

4. *If client assessment suggests potential eligibility, determine the most efficient method of completion for the agency Rx for Oklahoma application. The application may be mailed to client or an appointment scheduled to assist the client in completing the application in person.*

Continue to Step 5.

If client assessment indicates there is no patient assistance program for specific medicine(s), potential client is seeking assistance with, refer client to other prescription discount programs and/or any known community assistance available. These may include but are not limited to Rx Outreach, Wal-Mart \$4 List, Mark Cuban's Cost Plus Drug Company, Good Rx, and local charities / organizations in service area. If determined applicable, discuss basic information on Medicare Part D enrollment and plans and how to apply for LIS (low-income subsidy) to help cover the cost of Part D plans.

5. *Upon receipt of the agency Rx for Oklahoma application, review for completeness and legibility.*
6. *Create a file for client. File should include agency application, income verification, and insurance information if applicable. A communication log should be a part of every client file. Document all communications from client, client's provider(s), and pharmaceutical companies on the log as well as the date communication occurred.*

7. *Utilize the RxAssist Plus software to complete patient assistance applications for each medicine client is seeking assistance for. If there are questions or concerns about the use of this software, please contact the RAD for assistance.*
8. *Print the Patient Assistance Application and mail to client for completion, or if client is present, client will complete in person.*
9. *The application is then sent to the provider by Rx staff or client for signatures, written prescriptions, and/or other required documentation.*
10. *Completed patient assistance applications are reviewed for accuracy and legibility. Rx staff faxes (preferably) or mails completed applications to appropriate pharmaceutical company, and notes date this step is completed on communication log in client file.*
11. *The client is asked to follow up with Rx staff if they receive any written communication from the pharmaceutical company or if their medicine is received. Client is also asked to notify Rx staff if no communication or medicine has been received within 15 working days from the date the medicine was ordered.*
12. *If no communication has been received within 15 working days either by Rx staff, provider, or client, Rx staff will reach out to the pharmaceutical company to inquire about the status. Note the response on communication log in client file. Inform client of response and determine what action can be taken if additional requirements are requested by the company to determine eligibility in their program.*

It is the goal of Region 4 to complete the Client Assistance Process in a timely manner, preferably three – ten working days, depending on receipt of required documentation from client and provider. Applications received with incomplete or illegible information will be delayed.

KI BOIS is fully aware of the importance of client confidentiality. The health information provided by clients is classified as protected health information by the Health Insurance Portability and Accountability Act (HIPPA). Therefore, a release form is included in all agency applications. This form is required in addition to the drug manufacturer patient assistance application. The signed release form is kept in each client's file and will remain in effect until the client is no longer receiving assistance.

KI BOIS has a dedicated telephone line for the Rx for Oklahoma program. The number is 918-967-8892 and is in full operation and being utilized by the Primary Processing Center. If the Regional Area Director should be away from the office for any reason, the telephone line is forwarded to cellular phone line 918-470-2760 provided by KI BOIS Community Action.

Region 4 will continue to use *RxAssist Plus* software to document client demographic data, medications, follow-up, and refill information. This software enables RX staff to search for patient assistance programs on specific medicines. The software also informs Rx Staff of changes in patient assistance programs. If a medication is not available through the *RxAssist Plus* website, RX staff will utilize other websites, i.e., Wal-Mart \$4 List, Rx Outreach, Mark

Cuban Cost Plus Drug Company to see if there is any available assistance for the specific medication.

Community Outreach and Education

The Community Outreach and Education plan is one of the most critical components of this program. The initiative, as referenced in Oklahoma HB 3252, is to assist medically indigent residents in obtaining necessary long-term prescription drugs. Utilizing an effective outreach plan to ensure the intended audience is aware of Rx for Oklahoma services is essential for the success of this initiative.

It is the goal of Region 4 to increase awareness of the program to all providers, clinic staff, community health workers, community social workers, and residents residing in the counties of Region 4 who would benefit from assistance in obtaining their medicine at a free or reduced rate.

Region 4 will participate in a total of 36 outreach, contact, event, or activities per month. Each sub-contractor will be responsible for their counties of service and report to the RAD a summary of outreach events every month to include photos and any other supporting documentation. The RAD will compile all reports and submit them as one for the Community Outreach component of the monthly report as required by the Oklahoma State Department of Health.

The Community Outreach and Education plan for Region 4 includes distribution of Rx for Oklahoma promotional items (brochures, posters, pens, bags, note pads, magnetic clips, etc.) to all clinics and providers offices in the service areas. Region 4 has existing partnerships with the

Health & Wellness Clinics as well as The Hope Clinic. These clinics display the Rx for Oklahoma posters in their lobby areas as well as patient exam rooms.

Rx staff will engage in community events by setting up Rx for Oklahoma displays and information, attending local health fairs or wellness events where providers and clinic staff may be present, and making mini presentations to local civic organizations and county coalitions.

Rx staff will visit Senior Nutrition Centers to inform and educate eligible seniors on Rx for Oklahoma services. Rx staff will provide marketing materials at public libraries, host lunch-and-learn events for community clinic staff and providers informing them of the program services, goals, protocols, and how they can best work with Rx staff to help patients in need receive their prescriptions for free or reduced cost.

The contractor and sub-contractors will promote the program on their social media pages and websites. Client testimonials received will be shared in agency newsletters.

These above-mentioned outreach activities will aid Region 4 in achieving our objective of increasing awareness of the Rx for Oklahoma Program to ultimately increase the number of clients who are approved for free medicines.

Several potential obstacles may affect our ability to achieve our primary program objective. First, community awareness of the program remains limited. We anticipate that our expanded marketing and outreach strategies will help address this challenge. Second, pharmaceutical companies have increasingly strict eligibility requirements for their patient assistance programs. The most effective way to overcome this is to assist clients throughout the appeals process and ensure that staff stay informed about each company's procedures.

Additionally, we must remain aware of other prescription assistance options in cases where a client's medication is not available through a pharmaceutical patient assistance program. Rather than informing a client that no free program exists for their specific medication, we need to be prepared to refer clients to other available resources.

Organizational Capacity

KI BOIS CAF draws from over 55 years' experience operating a multitude of state and federally funded programs requiring management of financial and in-kind resources. KI BOIS CAF has operated as the Rx for Oklahoma – Region 4 lead agency since 2005. KI BOIS CAF is governed by a tri-partite board with representatives from the low-income, private, and public sectors. The Board of Directors is comprised of 18 individuals representing the three named sectors. The Board of Directors sets and monitors overall agency strategic priorities and operational systems.

KI BOIS CAF has in place an organization chart that governs the staff structure. The daily operations of the agency are supervised by an Executive Director/CEO who has been with the agency for 50+ years, Associate Director/CFO (40+ years), Associate Director/COO (35+ years), and a Fiscal Officer (more than 30 years). Also in place are a Human Resources Director, Accounting Supervisor, Director of Planning, and numerous support staff. Day to day operational support will be provided to the project director by the Associate Director/COO.

Plan for Oversight of State Contracted Funds and Activities

KI BOIS CAF has extensive controls in place and outlined in the agency's financial procedures manual to ensure state funds are safeguarded. The Financial Procedures Manual

governs all transactions relating to financial and in-kind resources including procurement, record retention, and allowable costs.

KI BOIS CAF has established both internal and external controls to ensure compliance with rules and regulations concerning the management of state funds. Segregation of duties is managed through use of the internal controls form. The KI BOIS CAF Financial Procedures Manual and Personnel Policies are reviewed annually by an outside auditor during the agency's independent audit, as well as by other funding sources.

Financial data collection is carried out by the agency's fiscal staff. Programmatic data collection is the responsibility of the Project Director. KI BOIS CAF employs three accountants, two accounts payable specialists, a fiscal officer, and a chief financial officer. This staff manages and reports on more than \$40,000,000 annually. Program directors are responsible for timely and accurate programmatic reporting.

KI BOIS CAF has a Whistleblower Policy within its Personnel Policies. The Whistleblower Policy details the steps for reporting any suspected criminal activity, waste, fraud, and/or abuse. KI BOIS CAF also has a fraud policy in place.

Work Plan

Work Plan:

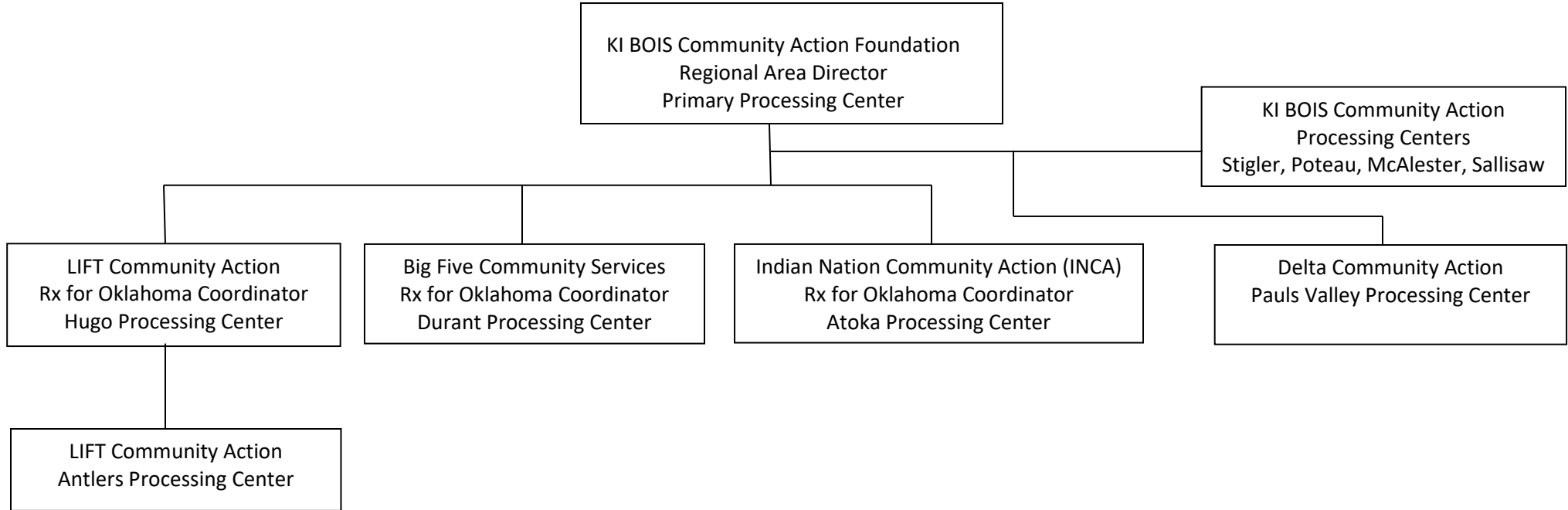
Increase public awareness and understanding of the Rx for Oklahoma program so that eligible individuals can access affordable medications.

Objective	Activity	Timeline	Responsible Party	Expected Output
Increase general awareness of program to all healthcare providers in the region	Identify all local clinics, and doctors' offices	within 30 days of contract	RAD and Rx outreach workers	a list of all healthcare providers in the region is assembled
Greater understanding of program eligibility and application process among healthcare providers and clinic staff	Develop easy-to-read informational FAQ sheet	within 60 days of contract / ongoing throughout duration of contract	RAD	a printed and digital Rx for Oklahoma information sheet is provided to all healthcare providers in the region
Increase partnerships with Community Health Centers and Federally Qualified Health Centers (FQHCs)	Set up meetings with appropriate staff at health clinics	within 90 days of contract / ongoing throughout duration of contract	RAD and RX outreach workers	increased collaboration and partnerships
Increase marketing efforts and outreach	create social media campaign (posts, client success stories, short videos)	within 30 days of contract	RAD and Community and Public Relations Director	an increase in clients applying to the program

File Two Attachments

Attachment A – Region 4 Organizational Chart

Rx for Oklahoma - Region 4 Organizational Chart



Attachment B – Rx for Oklahoma Region 4 Implementation Manual

Rx for Oklahoma Region 4

Implementation Manual



Table of Contents:

<u>Topic:</u>	<u>Page #:</u>
Client Assistance Process	2
Exiting Clients / Record Retention	3
Confidentiality of Health Information	4
Grievance / Appeals Policy	4
Monthly Reports	4
Inventory Log	5
Rx for Oklahoma Promotional Items	5

Client Assistance Process:

The following describes specific steps to be taken when contacted by a prospective client:

1. Phone call, personal visit, e-mail, or fax received inquiring about the program.
2. Brief screening for eligibility (are medicines covered on a patient assistance program, is potential client a resident of Oklahoma, income and insurance assessment).
3. Enter information on Call Log: Name, Phone Number, Communication Type in/out going and/or email, Source, Needs/Ineligible, Follow-up, and Referred. The Call Log is one component of the Monthly Reports required by the Oklahoma State Department of Health to be submitted to the Regional Area Director (RAD) by the 10th of every month.
4. If client assessment suggests potential eligibility, determine the most efficient method of completion for the agency Rx for Oklahoma application. The application may be mailed to client or an appointment scheduled to assist the client in completing the application in person. Continue to Step 5.
 If client assessment indicates there is no patient assistance program for specific medicine(s), potential client is seeking assistance with, refer client to other prescription discount programs and/or any known community assistance available. These may include but are not limited to Rx Outreach, Wal-Mart \$4 List, Mark Cuban's Cost Plus Drug Company, Good Rx, and local charities / organizations in service area. If determined applicable, discuss basic information on Medicare Part D enrollment and plans and how to apply for LIS (low-income subsidy) to help cover the cost of Part D plans.
5. Upon receipt of the agency Rx for Oklahoma application, review for completeness and legibility.
6. Create a file for client. File should include agency application, income verification, and insurance information if applicable. A communication log should be a part of every client file. Document all communications from client, client's provider(s), and pharmaceutical companies on the log as well as the date communication occurred.
7. Utilize the RxAssist Plus software to complete patient assistance applications for each medicine client is seeking assistance for. If there are

- questions or concerns on the use of this software, please contact the RAD for assistance.
8. Print the Patient Assistance Application and mail to client for completion, or if client is present, client will complete in person.
 9. The application is then sent to the provider by Rx staff or client for signatures, written prescriptions, and/or other required documentation.
 10. Completed patient assistance applications are reviewed for accuracy and legibility. Rx staff faxes (preferably) or mails completed applications to appropriate pharmaceutical company, and notes date this step is completed on communication log in client file.
 11. The client is asked to follow up with Rx staff if they receive any written communication from the pharmaceutical company or if their medicine is received. Client is also asked to notify Rx staff if no communication or medicine has been received within 15 working days from the date the medicine was ordered.
 12. If no communication has been received within 15 working days either by Rx staff, provider, or client, Rx staff will reach out to the pharmaceutical company to inquire about the status. Note the response on communication log in client file. Inform client of response and determine what action can be taken if additional requirements are requested by the company to determine eligibility in their program.

It is the goal of Region 4 to complete the Client Assistance Process in a timely manner, preferably three – ten working days, depending on receipt of required documentation from client and provider. Applications received with incomplete or illegible information will be delayed.

Exiting Clients from the Program / Record Retention

On an annual basis, Rx Staff will make a list of clients who have made no request for assistance in the past year (previous 12 months). These clients should be contacted to inquire if they still need assistance through the Rx for Oklahoma program. If the client informs Rx staff that services are no longer needed, the staff will document reason in file. These client files will be retained for seven years and should be kept in a separate location from current Rx for Oklahoma clients.

Confidentiality of Health Information

The health information provided by clients is classified as protected health information by the Health Insurance Portability and Accountability Act (HIPAA). As a result, a release form is included in agency Rx for Oklahoma applications. This form must be signed and dated by all clients applying for patient assistance programs. The form must be kept in each client file and will remain in effect until the client is no longer receiving assistance. If a former client requests assistance again in the future, a new and updated release form must be obtained. An example of this form is attached. (Attachment A)

Grievance/Appeals Policy

It is the policy of the Rx for Oklahoma program in Region 4 to treat each applicant with respect and dignity regardless of their circumstances. No preferential treatment will be permitted.

Any person who believes he/she has encountered discrimination because of race, color, creed, sex, national origin, age, political affiliation, religion, or handicap may file a complaint with the Associate Director/Chief Operating Officer, not more than 180 calendar days after the act complained of occurred.

Applicants are advised of their right to file a complaint on the release form signed and dated as part of the client assistance process when applying to the program. A written request stating the issue or concern, dated and signed by the applicant, is required.

Within ten working days of receiving a complaint, it shall be reviewed by the Associate Director/Chief Operating Officer. If the issue is deemed not resolvable to the satisfaction of the applicant, the issue may be further appealed to the Executive Director / Chief Executive Officer of the agency.

Monthly Reports

Monthly reports are to be submitted to the Regional Area Director (RAD) by the 10th of each month for the previous month. The monthly reports must be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). Monthly include:

1. Monthly Progress Report
2. Contact Log
3. Community Outreach & Education Summary (Include a minimum of 2 outreach/contact and/or events/activities per county you are providing Rx for Oklahoma services in as stated in contract). If Rx for Oklahoma services are provided in 5 counties, then 10 outreach contacts or activities must be completed. Some counties of service may have more outreach understanding some counties are not as populated with the intended population.

The Definition and Instructions for these reports as well as examples of each report are attached. (Attachment B)

Inventory Log

Submit on a quarterly basis an inventory log of current Rx for Oklahoma approved promotional items. A copy of this log is attached. (Attachment C)

Rx for Oklahoma Promotional Items

All Rx for Oklahoma promotional items / marketing materials must be purchased through the designated preferred vendor as determined by the Oklahoma State Department of Health.

Attachment A



Rx for Oklahoma
KI BOIS Community Action Foundation, Inc.
309 W. Main,
Wilburton, OK 74578
PH: 918-465-3381
FAX: 918-465-3053

Release Form

Rx for Oklahoma was created through the Rx for Oklahoma Act, 74 O.S. §§ 5040.2 – 540.4, to provide a statewide program to assist medically indigent residents of Oklahoma to receive prescription drugs from drug manufacturer assistance programs. This program participates with pharmaceutical manufacturers to offer assistance and provide medications to qualified participants. These medication manufacturers often require personal demographic, financial and insurance information (if applicable) as part of the application process. For your convenience, we are requesting your permission to access and provide the manufacturers with the requested medical and financial information, as needed.

By signing this statement you authorize KI BOIS Community Action Foundation, Inc. (KI BOIS) staff to complete any and all forms and applications on your behalf, and to access and release any personal demographic, financial and insurance information (if applicable) relating to applications for drug manufacturer assistance programs. This authorization may be revoked at any time by contacting the KI BOIS staff at 918-465-3381. The individual signing this document reserves the right to file a complaint and appeal any decision made regarding assistance provided by Rx for Oklahoma and participating partners. The right to file a complaint or appeal does not guarantee the right to modify individual pharmaceutical company policies and procedures.

Client signature

Date

Attachment B

Definition and Instructions for the Progress Report, Call log, and Community Outreach

It is imperative that the information provided is accurate and complete.

All information collected is centralized for review by the Commissioner and Legislature.

DEFINITIONS:

Approved client - a person who has an initial approved for assistance from at least 1 pharma company, during the reporting month*

*no matter how many approvals received only count the person once on the report

Gender - Reporting female and male at time of birth

Ethnicity - Hispanic or Non-Hispanic

Age Group - Please do not list specific ages on report

Reason for exit - changed meds, deceased, etc...

Reason for ineligibility - only generic meds or denied by company

Savings - Use formula provided by Rx4Oklahoma to calculate

MONTHLY PROGRESS REPORT: (1st to the last day of reporting month)

1. Company Name
2. Company Physical Address
3. Company Phone Number
4. Company Email Address
5. Company Contract Number
6. Company Region of Service
7. Company Fax Number
- 8a. Month in which reporting finding, from the first to the last day of that month
- 8b. Calendar year for the monthly report
9. County specific breakdown of information. Please leave no blanks, answer each question for every county listed to include all pending and new approved clients for the month of reporting
10. Gender - Reporting female and male at birth only
11. Ethnicity - Hispanic or Non-Hispanic
12. Age Groups - reporting for all pending and approved clients for the reporting month, use age at time of application

CONTACT LOG:

1. Contractors Name
2. Address
3. Phone number
4. Email
5. Region
6. Potential Client Name
7. Potential Client Phone Number
8. Potential Client Type of Communication (in/out going and/or email)
9. Source - where did the caller hear about the program
10. Needs- brief description of needs and/or why if ineligible
11. Follow-up with potential client, if so what items
12. Referred - Was this caller referred to another program Yes or No and which one

COMMUNITY OUTREACH & TRAINING: (July1-June 30)

- A. Marketing Tools - what items are being used and what seems to be the most liked or well received
- B. Media Outlets/Social Media - list where you are advertising, include links if possible. Results?
- C. Upcoming Events - List any confirmed including info (link if possible), list any events in the planning phase also.
- D. Community Partnership - List any Doctors and/or clinics. Referral - List agencies and/or programs
- E. Human interest stories (you can attach any cards and/or pictures)
- F. Training and Compliance monitoring - list any recent and/or planned staff training and any monitoring findings
- G. List all outreach calls, visits, events, and/or dropoffs that count as part of the monthly requirements

ANNUAL CLOSE OUT REPORT:

1. Company Name
2. Company Physical Address
3. Company Phone Number
4. Company Email Address
5. Company Contract Number
6. Company Region of Service
7. Company Fax Number
- 8a. Month in which reporting finding, from the first to the last day of that month
- 8b. Calendar year for the monthly report
9. County specific breakdown of information. Please leave no blanks, answer each question for every county listed to include all pending and new approved clients for the month of reporting
10. Gender - Reporting female and male at birth only
11. Ethnicity - Hispanic or Non-Hispanic
12. Age Groups - reporting for all pending and approved clients for the reporting month, use age at time of application

Deliverables and Reporting. Supplier will submit the reports specified below for the Region and each Processing Center, to the OSDH Contract Monitor in electronic form as requested.

1 Submit Reimbursement Claims monthly, regardless of whether there are expenditures or not

2 Submit Monthly Progress Reports by the 20th day of the month, reflective of the previous calendar month.

3 Progress Reports: (data below is on the monthly progress report per county)

- A. Number of pending and approved clients by county
- B. Number of uninsured
- C. Number of under insured
- D. Exiting clients
- E. Ineligible inquiries
- F. Number of Referrals
- G. Total monthly savings per county
- H. One Claim (prescription) Estimated Value: for each 30 day supply **\$450.00**
See Example:

1 month x 450.00	30 day supply	\$450.00
2 months X 450.00	60 day supply	\$900.00
3 months X 450.00	90 day supply	\$1,350.00
6 months X 450.00	6 month supply	\$2,700.00
12 months X 450.00	12 month supply	\$5,400.00

Daily rate \$15.00 (used when prescription is not in 30 day increments)
- I. Gender and Ethnicity (hispanic or Non- Hispanic)
- J. Age Groups - Compile data using the age at application
- K. Total all counties and complete the green sections (please leave no blanks)

4 Contact Log:

- A. Contractor information
- B. New client contact information - please do not include existing clients on this form
- C. Source - where they heard about the program
- D. Need - number of prescription they need assistance obtaining
- E. Application - was one provided Y/N
- F. Referred- if they are ineligible where were they referred, if any

5 Community Outreach Education Summary that summarizes community outreach efforts related to Rx for Oklahoma Prescription Assistance Program including:

- A. Use of marketing tools (brochures, pens, etc.)
- B. Use of Media outlets and/or social media (print, radio, television, Facebook, X, Instagram, etc.)
- C. Upcoming Event Participation (health fair, parade, school events, community events, etc.)
- D. Community Partnerships (Existing and/or New)
- E. Human-interest stories that document program participant's experience
- F. Did the Region Meet the Monthly Required Number of Outreach and/or Training? (List all the outreach for the reporting month)
- G. Quality Assurance Summary that summarizes training and compliance monitoring results of processing center

6 Annual Close Out Report - is a combination of all the data report over the program year. Review your monthly reports, combine the totals to complete.

**Oklahoma State Department of Health
"Rx for Oklahoma"
Prescription Drug Program**

1. Contractor Name:	5. Contract Number:
2. Facility Address:	6. Regional Area: 4
3. Facility Phone #:	7. Facility Fax #:
4. E-mail Address:	8a. Reporting: Month - 8b. Year -

Only include data from the reporting month

9. County	Approved Client	Reconciled Claims	Savings Value	Denied Claims	Under Insured	Uninsured	Ineligible Inquiry	Referred to other services	10.*Gender F/M	11.**Ethnicity Y/N
Atoka:									/	/
Bryan:									/	/
Carter:									/	/
Choctaw:									/	/
Coal:									/	/
Garvin:									/	/
Haskell:									/	/
Johnson:									/	/
Latimer:									/	/
LeFlore:									/	/
Love:									/	/
Marshall:									/	/
McCurtain:									/	/
Murray:									/	/
Pittsburg:									/	/
Pontotoc:									/	/
Pushmataha:									/	/
Sequoyah:									/	/
Total:									/	/

*At birth ** Ethnicity - Hispanic or Non Hispanic

12. Age Group	0-20 Years	21-40 Years	41-64 Years	65-80 Years	81 Years +
Atoka:					
Bryan:					
Carter:					
Choctaw:					
Coal:					
Garvin:					
Haskell:					
Johnson:					
Latimer:					
LeFlore:					
Love:					
Marshall:					
McCurtain:					
Murray:					
Pittsburg:					
Pontotoc:					
Pushmataha:					
Sequoyah:					
Total:					

Comments:

Phone Number _____

Email Address _____

Rx for Oklahoma

[illegible]

COMMUNITY OUTREACH & EDUCATION SUMMARY

A. Use of Marketing tools (brochures, pens, etc.)

B. Use of Media Outlets and/or Social Media (print, radio, Facebook, X, instagram, etc.)

C. Upcoming Event Participation (health fair, parade, school events, community events, etc.)

D. Community Partnerships (Existing and/or New) - Referrals (programs ineligible contacts are referred)

E. Human interest stories (you can attach any cards and/or pictures)

F. Quality Assurance Summary that summarizes training and compliance monitoring results of processing center

G. Did the Region Meet the Monthly Required Number of Outreach and/or Training? (List all the outreach for the reporting month)

Attachment C

Current Rx for Oklahoma approved Promotional Items Inventory

REGION:	MONTH:
Promotional Item	
Click Pens	
Brochure	
Pill Box	
Plastic Bags	
Vehicle Magnet	
Refrigerator Magnet	
Lip Balm	
Notepad	
Adhesive Note Pads	
Free Standing Banner	
Table Banner	
Poster	
Magnetic Clips	
Stickers	
Key Chain with strap	
Flashlight Keyring	
Microfiber Cloth	
Nail file with pouch	
Hand Sanitizer	
Lotion (unscented)	
Pocket Tissue	
Tire Gauge	

Attachment C – Existing Sub-Contractor Contracts



CONTRACT BETWEEN KI BOIS COMMUNITY ACTION FOUNDATION, INC. AND BIG FIVE COMMUNITY SERVICES, INC.

This agreement, made this the 1st day of October, 2025 by and between KI BOIS Community Action Foundation, Inc. and Big Five Community Services, Inc. is for the following services:

Big Five Community Services, Inc. agrees to provide Rx for Oklahoma services in Bryan, Pontotoc, Carter, Love, and Coal Counties of Oklahoma for the period of October 1, 2025 and ending December 31, 2025.

In consideration for Rx services provided, Big Five Community Services, Inc. will be paid an amount not to exceed \$12,910.80.

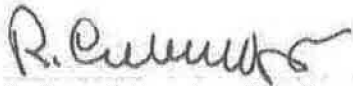
Big Five Community Services, Inc. agrees to:

1. Submit Reimbursement Claims by the 10th of each month for the previous month. This is a 90-day extension and will be invoiced by 1st 3rd of the extension amount. If an invoice is submitted for less, the remaining funds cannot be requested on a future invoice. Upon receipt of proper documentation, KI BOIS Community Action Foundation, Inc. will reimburse Big Five Community Services, Inc. per submitted claims up to the maximum allocation.
2. Submit Monthly Progress Reports by the 10th of each month for the previous month. These reports shall be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). These reports include:
 - a. Monthly client report with demographics on new clients assisted for the month, number of active clients (new and existing clients), number of clients referred to other resources for prescription assistance, and number of new claims, amount of new claims, number of reconciled claims, amount of reconciled claims, and number of pending claims and amount of pending claims. Whereas claims = prescriptions.
 - b. Call Log
 - c. Community Outreach Report to include monthly marketing efforts of the Rx for Oklahoma program and services.
 - d. Inventory Log

Big Five Community Services, Inc. agrees to abide by the Rx for Oklahoma Implementation Manual provided by the Oklahoma State Department of Health and Region 4 Policies and Procedures.

Executed the 1st day of October 1st, 2025.


Kent Watson, Executive Director
Big Five Community Services, Inc.


R. Carroll Huggins, CCAP
Executive Director - CEO
KI BOIS Community Action Foundation, Inc.



CONTRACT BETWEEN KI BOIS COMMUNITY ACTION FOUNDATION, INC. AND INCA COMMUNITY SERVICES, INC.

This agreement, made this the 1st day of October, 2025 by and between KI BOIS Community Action Foundation, Inc. and INCA Community Services, Inc. is for the following services:

INCA Community Services, Inc. agrees to provide Rx for Oklahoma services in Atoka, Johnston, Marshall, and Murray Counties of Oklahoma for the period of October 1, 2025 and ending December 31, 2025.

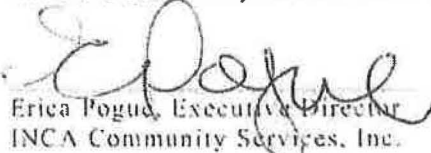
In consideration for Rx services provided, INCA Community Services, Inc. will be paid an amount not to exceed \$4,689.09.

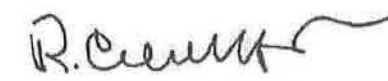
INCA Community Services, Inc. agrees to:

1. Submit Reimbursement Claims by the 10th of each month for the previous month. This is a 90-day extension and will be invoiced by 13th of the extension amount. If an invoice is submitted for less, the remaining funds cannot be requested on a future invoice. Upon receipt of proper documentation, KI BOIS Community Action Foundation, Inc. will reimburse INCA Community Services, Inc. per submitted claims up to the maximum allocation.
2. Submit Monthly Progress Reports by the 10th of each month for the previous month. These reports shall be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). These reports include:
 - a. Monthly client report with demographics on new clients assisted for the month, number of active clients (new and existing clients), number of clients referred to other resources for prescription assistance, and number of new claims, amount of new claims, number of reconciled claims, amount of reconciled claims, and number of pending claims and amount of pending claims. Whereas claims = prescriptions.
 - b. Call Log
 - c. Community Outreach Report to include monthly marketing efforts of the Rx for Oklahoma program and services.
 - d. Inventory Log

INCA Community Services, Inc. agrees to abide by the Rx for Oklahoma Implementation Manual provided by the Oklahoma State Department of Health and Region 4 Policies and Procedures.

Executed the 1st day of October 1st, 2025.


Erica Pogus, Executive Director
INCA Community Services, Inc.


R. Carroll Huggins, CCAP
Executive Director / CEO
KI BOIS Community Action Foundation, Inc.



CONTRACT BETWEEN KI BOIS COMMUNITY ACTION FOUNDATION, INC. AND LIFT COMMUNITY ACTION AGENCY, INC.

This agreement, made this the 1st day of October, 2025 by and between KI BOIS Community Action Foundation, Inc. and LIFT Community Action Agency, Inc. is for the following services:

LIFT Community Action Agency, Inc. agrees to provide Rx for Oklahoma services in Choctaw, McCurtain, and Pushmataha Counties of Oklahoma for the period of October 1, 2025 and ending December 31, 2025.

In consideration for Rx services provided, LIFT Community Action Agency, Inc. will be paid an amount not to exceed \$4,887.16.

LIFT Community Action Agency, Inc. agrees to

1. Submit Reimbursement Claims by the 10th of each month for the previous month. This is a 90-day extension and will be invoiced by 13th of the extension amount. If an invoice is submitted for less, the remaining funds cannot be requested on a future invoice. Upon receipt of proper documentation, KI BOIS Community Action Foundation, Inc. will reimburse LIFT Community Action Agency, Inc. per submitted claims up to the maximum allocation.
2. Submit Monthly Progress Reports by the 10th of each month for the previous month. These reports shall be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). These reports include:
 - a. Monthly client report with demographics on new clients assisted for the month, number of active clients (new and existing clients), number of clients referred to other resources for prescription assistance, and number of new claims, amount of new claims, number of reconciled claims, amount of reconciled claims, and number of pending claims and amount of pending claims. Whereas claims prescriptions.
 - b. Call Log
 - c. Community Outreach Report to include monthly marketing efforts of the Rx for Oklahoma program and services.
 - d. Inventory Log

LIFT Community Action Agency, Inc. agrees to abide by the Rx for Oklahoma Implementation Manual provided by the Oklahoma State Department of Health and Region 4 Policies and Procedures.

Executed the 1st day of October 1st, 2025

Rebecca Reynolds, Executive Director
LIFT Community Action Agency, Inc.

R. Carroll Huggins, CCAP
Executive Director CEO
KI BOIS Community Action Foundation, Inc.



CONTRACT BETWEEN KI BOIS COMMUNITY ACTION FOUNDATION, INC. AND DELTA COMMUNITY ACTION FOUNDATION, INC.

This agreement, made this the 1st day of October, 2025 by and between KI BOIS Community Action Foundation, Inc. and Delta Community Action Foundation, Inc. is for the following services:

Delta Community Action Foundation, Inc. agrees to provide Rx for Oklahoma services in Garvin County of Oklahoma for the period of October 1, 2025 and ending December 31, 2025.

In consideration for Rx services provided, Delta Community Action Foundation, Inc. will be paid an amount not to exceed \$2246.77.

Delta Community Action Foundation, Inc. agrees to:

1. Submit Reimbursement Claims by the 10th of each month for the previous month. This is a 90-day extension and will be invoiced by 1/3rd of the extension amount. If an invoice is submitted for less, the remaining funds cannot be requested on a future invoice. Upon receipt of proper documentation, KI BOIS Community Action Foundation, Inc. will reimburse Delta Community Action Foundation, Inc. per submitted claims up to the maximum allocation.
2. Submit Monthly Progress Reports by the 10th of each month for the previous month. These reports shall be submitted in the proper format as required by the Oklahoma State Department of Health (OSDH). These reports include:
 - a. Monthly client report with demographics on new clients assisted for the month, number of active clients (new and existing clients), number of clients referred to other resources for prescription assistance, and number of new claims, amount of new claims, number of reconciled claims, amount of reconciled claims, and number of pending claims and amount of pending claims. Whereas claims = prescriptions.
 - b. Call Log
 - c. Community Outreach Report to include monthly marketing efforts of the Rx for Oklahoma program and services.
 - d. Inventory Log

Delta Community Action Foundation, Inc. agrees to abide by the Rx for Oklahoma Implementation Manual provided by the Oklahoma State Department of Health and Region 4 Policies and Procedures.

Executed the 1st day of October 1st, 2025.

Karen Nichols, Executive Director
Delta Community Action Services, Inc.

R. Carroll Huggins, CCAP
Executive Director / CEO
KI BOIS Community Action Foundation, Inc.

Attachment D – Regional Area Director Resume

Amy J. Fair, CCAP
306 NW 6th Street
Wilburton, OK 74578
(918) 470-2760

EDUCATION

OKLAHOMA STATE UNIVERSITY, Stillwater, OK

Degree: Bachelor of Science in Business Administration, May 1995

Major: Marketing

Completed 21 hours in Curriculum and Instruction in the College of Education, August 1996 – May 1998

EMPLOYMENT EXPERIENCE

KI BOIS COMMUNITY ACTION FOUNDATION, INC., Wilburton, OK

September 2011 – Present

Regional Area Director, RX For Oklahoma

Direct the RX for Oklahoma program throughout Region 4 in Oklahoma; submit monthly, quarterly, and annual progress reports on or before the due date to Oklahoma Department of Commerce; update and distribute RX for Oklahoma policies and procedures to be followed throughout Region 4; plan, develop, implement, monitor, and evaluate regional program goals and objectives; attend various meetings, conferences, and other events to stay current of program goals, updates, and current events relating to RX for Oklahoma; provide all necessary services required to potential clients for the RX for Oklahoma program.

KI BOIS COMMUNITY ACTION FOUNDATION, INC., Wilburton, OK

July 2007 – September 2011

Coordinator, VITA and CAPILOT/CAPTAIN

Prepared and conducted the tax training for all employees preparing tax returns; maintained daily contact with all site coordinators; provided volunteer tax preparation services free of charge; submitted all required forms timely to the IRS; abided by the quality site requirements as identified by the IRS to ensure quality service and accurate return preparation; developed a marketing strategy for the VITA program; conducted quality site and return reviews to ensure sites were operating in accordance with the IRS and my established procedures; ensured appropriate record keeping was in place for completing all required reporting; trained all data entry persons on the new CAPTAIN system for entering all services provided by KI BOIS; manipulated required reports in CAPILOT and CAPTAIN.

STUDENT SERVICES, EASTERN OKLAHOMA STATE COLLEGE, Wilburton, OK

May 2006 – June 2007

International Student Advisor

Served as primary contact for international students in order to facilitate their adjustment to life in the United States and Eastern; assisted with the recruitment and admission of international students; counseled and advised international students; prepared immigration documents; coordinated international student orientation; provided information to faculty and staff on international admission procedures and immigration regulations.

STUDENT SERVICES, EASTERN OKLAHOMA STATE COLLEGE, Wilburton, OK

October 2005 – May 2006

Director of Student Activities / Retention Coordinator / International Student Advisor

Created and implemented plans to increase student retention and campus life; organized and promoted various activities for students; facilitated various co-curricular activities designed to enrich the learning environment at Eastern; formulated and administered the student activities budget; supervised part-time student employees; performed all duties as International Student Advisor.

OFFICE OF INTERNATIONAL STUDENTS & SCHOLARS, OSU, Stillwater, OK

October 1998 - March 2004

International Student Specialist

Counseled and advised international students and their families on immigration, financial matters, academics, employment, personal concerns, university regulations, legal issues, and community resources; maintained working relationships and communications with the U.S. Immigration and U.S. Information Agency Centers, sponsoring agencies, and embassies; coordinated international students and scholars

visitation program to local schools (Cultural Connections); provided all necessary support services to prospective, incoming, and currently enrolled sponsored international students and scholars at OSU; supervised work-study employees; assisted with new student orientation; assisted the coordinator of immigration in organizing and presenting immigration workshops.

OFFICE OF INTERNATIONAL PROGRAMS, OSU, Stillwater, OK

August 1996 - September 1998

Senior Secretary

Served as transportation coordinator; prepared immigration documents; assisted in creating and maintained databases for sponsored and English Language Institute students; supervised 4 assistants in the reception area.

QUALITY WATER SERVICE, Stillwater, OK

May 1995 - July 1996

Office Manager and Consultative Sales

Managed the daily activities of the office, including; deliver route supervision, general bookkeeping, and management of accounts receivable; compiled and presented sales statistics; generated customer leads; coordinated promotional campaigns.

PROFESSIONAL DEVELOPMENT

Oklahoma Association of Community action Agencies State Meetings, 2007-2014

Medicare Part D Training, September 2013, 2014

Completed Requirements for CCAP (Certified Community Action Professional) , July 2012

Volunteer Income Tax Assistance (VITA) Annual Train the Trainer Workshops, 2007-2011

CAPTAIN Database Management Training, Oklahoma City, OK, May 9 – 11, 2011

Senior Health Insurance Program Certification and Annual Re-Certification Training, 2007-2012

Governor's Interagency Council on Homelessness, Tulsa, OK, October 2010

Southeastern Oklahoma Continuum of Care Annual Training, McAlester, OK, 2009-2011

NAFSA Region III Conference, attended pre-conference workshop, F-1, The Second Step Little Rock, AR, November 2006,

Landmark Education Forum, Austin, TX, December 2004

COMPUTER EXPERIENCE

Experienced in word processing, spreadsheets (Excel), databases (Access), electronic mail, and CAP Systems CAPTAIN Outcomes software

PROFESSIONAL MEMBERSHIPS

Oklahoma Association of Community Action Agencies, 2008 - Present

Latimer County Angel Tree (Pick A Star), 2007-2010

NAFSA: Association of International Educators, 1997 – 2007

International Friendship Committee, Stillwater, OK, 1998 - 2001

Junior Service League, Stillwater, OK, 2001 – 2003

Attachment E – IRS Determination Letter

Internal Revenue Service

Department of the Treasury

District
Director

1100 Commerce St., Dallas, Texas 75242

Date: APR 22 1987

Kibois Community Auction
Foundation, Inc.
310 East Main Street
Sigler, OK 74462

Person to Contact:
EO Technical Assistor
Telephone Number:
(214) 767-3526
Refer Reply to:
EO:TS:4940:TPA/RW

Dear Sir or Madam:

Our records show that Kibois Community Action Foundation, Inc., is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted October 1, 1968, and remains in full force and effect.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(A)(vi).

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely,

Ray Wells by G. Patterson
Ray Wells
Chief, Technical Staff
Employee Plans and
Exempt Organization Division

EXHIBIT 2 - BUDGET & NARRATIVE FORM

OKLAHOMA STATE DEPARTMENT OF HEALTH RX FOR OKLAHOMA

Contractor: KI BOIS Community Action Foundation, Inc

Date: 03/27/2026

Contractor Contact: Heather Purdom

Phone: 918-967-3325 Ext 119

Contractor Address: PO Box 727 Stigler, OK 74462

Dollar Amount: \$218,001.00

Summary Budget Request:

Budget Line Item	Operational (Direct Client Services)*	Administrative (Indirect Cost)**	TOTAL
Personnel/Salaries	\$95,580.48	\$39,426.59	\$135,007.07
Fringe Benefits	\$30,119.17	\$9,550.88	\$39,670.05
Travel/Training	\$7,372.09	\$1,500.00	\$8,872.09
Supplies	\$5,470.55		\$5,470.55
Contractual	\$588.60		\$588.60
Equipment	\$0.00		\$0.00
Other	\$20,576.70	\$0.00	\$20,576.70
Indirect Cost	\$1,585.60	\$6,229.34	\$7,814.94
			\$0.00
Total	\$161,293.19	\$56,706.81	\$218,000.00

Operational (Direct Client Service): Must be 70% or greater of the total budget - Any cost associated with program activities related to direct client support is considered an Operational cost.

Administrative (Indirect Costs): May not exceed 30% the total budget - Any cost that does not directly support work with clients is considered an Administrative cost

Narrative/Detail Budget Request:

Personnel/Salaries							
Position	Staff	Annual	NO.	%	Operational	Administrative	TOTAL
RX Director-Amy Fair-\$62,400-12 months-44%						\$27,272.40	\$27,272.40
RX Director-Amy Fair-\$62,400-12 months-30%					\$18,720.00		\$18,720.00
RX Processor-Nikki Smith-\$3,574.19-12 months-40%						\$3,574.19	\$3,574.19
RX Administrator-Tanya Gleghor-\$9,463.66-12 months-6%					\$9,463.66		\$9,463.66
RX Processor-Debroah Perkins-\$8,079.40-12 months-38%					\$8,079.40		\$8,079.40
RX Coordinator-Joseph Goldstone-\$4,015.51-12 months-10%					\$4,015.51		\$4,015.51
RX Processor-Valaree Bates-\$2,114.10-12 months-4%					\$2,114.10		\$2,114.10
RX Processor-Tony Chandler-\$2,114.10-12 months-4%					\$2,114.10		\$2,114.10
RX Processor-Brandon McDaniel-\$2,114.40-12 months-4%					\$2,114.10		\$2,114.10
RX Admin Assistant-Sabrina Padilla-\$34,320-12 months 25%						\$8,580.00	\$8,580.00
RX Sequoah Cty Outreach-Melissa Lowe-\$53,267-12 months 10%					\$5,326.75		\$5,326.75
RX Leflore Cty Outreach-Rosalind Newby-\$34,329-12 months 5%					\$1,716.46		\$1,716.46
RX Pittsburg Cty Outreach-Megan Reams-\$38,371-12 months 5%					\$1,918.55		\$1,918.55
RX Latimer Cty Outreach-Stephanie McCann-\$39,520-12 mos 10%					\$3,952.00		\$3,952.00

RX Sequoah Cty Outreach-Tanya Harrison-\$34,517-12 months 5%	\$1,725.85	\$1,725.85
RX Region @ Outreach Worker-To be Hired-\$34320-12 months	\$34,320.00	\$34,320.00
Category Total	\$95,580.48	\$39,426.59
OKLAHOMA STATE DEPARTMENT OF HEALTH CONTRACT BUDGET FORM		

Contractor Name: KI BOIS Community Action Foundation, Inc

Date: 03/27/26

Narrative/Detail Budget Request (Continued):

Fringe Benefits	OPERATIONAL	ADMINISTRATIVE	TOTAL
SS/Med~OESC~WC~Health Ins~Life~Retirement~Disability	\$30,119.17	\$9,550.88	\$39,670.05
Category Totals	\$30,119.17	\$9,550.88	\$39,670.05
Travel-PerDiem/Training	OPERATIONAL	ADMINISTRATIVE	TOTAL
Local Travel	\$7,372.09	\$1,500.00	\$8,872.09
Category Totals	7,372.09	1,500.00	8,872.09
Contractual	OPERATIONAL	ADMINISTRATIVE	TOTAL
Audit Fees: \$218,000.00/1000 = 218.00 * 2.70 = 588.60			
Category Totals	588.60	0.00	588.60
Supplies	OPERATIONAL	ADMINISTRATIVE	TOTAL
Printer Toners, Copy Paper, Pens, Notepads	\$5,471.54	\$0.00	\$5,471.54
Category Totals	\$5,471.54	\$0.00	\$5,471.54
Equipment	OPERATIONAL	ADMINISTRATIVE	TOTAL
Category Totals			
Other	OPERATIONAL	ADMINISTRATIVE	TOTAL
Indirect Cost/De Minimis, Ads(Newspaper/Radio) Marketing, Cell Phone, Rent, Insurance, Laptops w/bags, portable printers, 2 cell phones w/cases	\$22,161.31	\$6,229.34	\$28,390.65
	\$22,161.31	\$6,229.34	\$28,390.65
	OPERATIONAL	ADMINISTRATIVE	TOTAL
Category Totals			
TOTAL PROGRAM COSTS	\$161,293.19	\$56,706.81	\$218,000.00

Contractor's Signature:
Heather Purdom

Date:
3/27/26

Printed Name:
Heather Purdom
Title:
Accounting Supervisor