STATE OF OKLAHOMA CONTRACT WITH COMMUNITY ACTION AGENCY OF OKLAHOMA CITY AND OKLAHOMA/CANADIAN COUNTIES, 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 Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, 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, with 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 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. Specifications, Exhibit 2;
   2.4. State of Oklahoma General Terms, Attachment B;
   2.5. Agency Terms, Attachment C;
   2.6. Intentionally Omitted, Attachment D;
   2.7. Response to Specifications, Attachment E;
   2.8. Region One Budget, Attachment E-1;
   2.9. Region Five Budget, Attachment E-2.

3. The parties additionally agree:

   3.1. Supplier is awarded **Region One** and **Region Five**.
      3.1.1 **Region One** consists of the following county areas: Alfalfa, Beaver, Blaine, Cimarron, Dewey, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble,

Texas, Woods, and Woodward.

3.1.2 **Region Five** consists of the following county areas: Canadian, Cleveland, Hughes, Lincoln, Logan, McClain, Okfuskee, Oklahoma, Payne, Pottawatomie, and Seminole.

3.2. Supplier shall be awarded Two Hundred Sixty-Three Thousand Six Hundred Sixteen Dollars ($263,616) per fiscal year, subject to state-appropriated funds and OSDH approval of renewal of the Contract. This amount consists of Ninety-Eight Thousand One Hundred Fifteen Dollars ($98,115), based on the population breakdown by county of uninsured individuals for Region One, and One Hundred Sixty-Five Thousand Five Hundred One Dollars ($165,501), based on the population breakdown by county of uninsured individuals for Region Five.

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.

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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 (Apr 3, 2026 12:35:46 CDT)

Name: Lisa Martinez-Leeper

Title: Chief Administrative Officer

Date: Apr 3, 2026

Agency Counsel:

By: Molly Clinkscales
Molly Clinkscales (Apr 3, 2026 11:59:31 CDT)

Name: Molly Clinkscales

Title: Deputy General Counsel

Date: Apr 3, 2026

COMMUNITY ACTION AGENCY OF OKLAHOMA CITY AND OKLAHOMA/CANADIAN COUNTIES, INC:

By:
Jessie Thompson (Apr 3, 2026 11:54:58 CDT)

Name: Jessie Thompson

Title: Executive Director

Date: Apr 3, 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 (Apr 3, 2026 12:49:47 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Apr 3, 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.

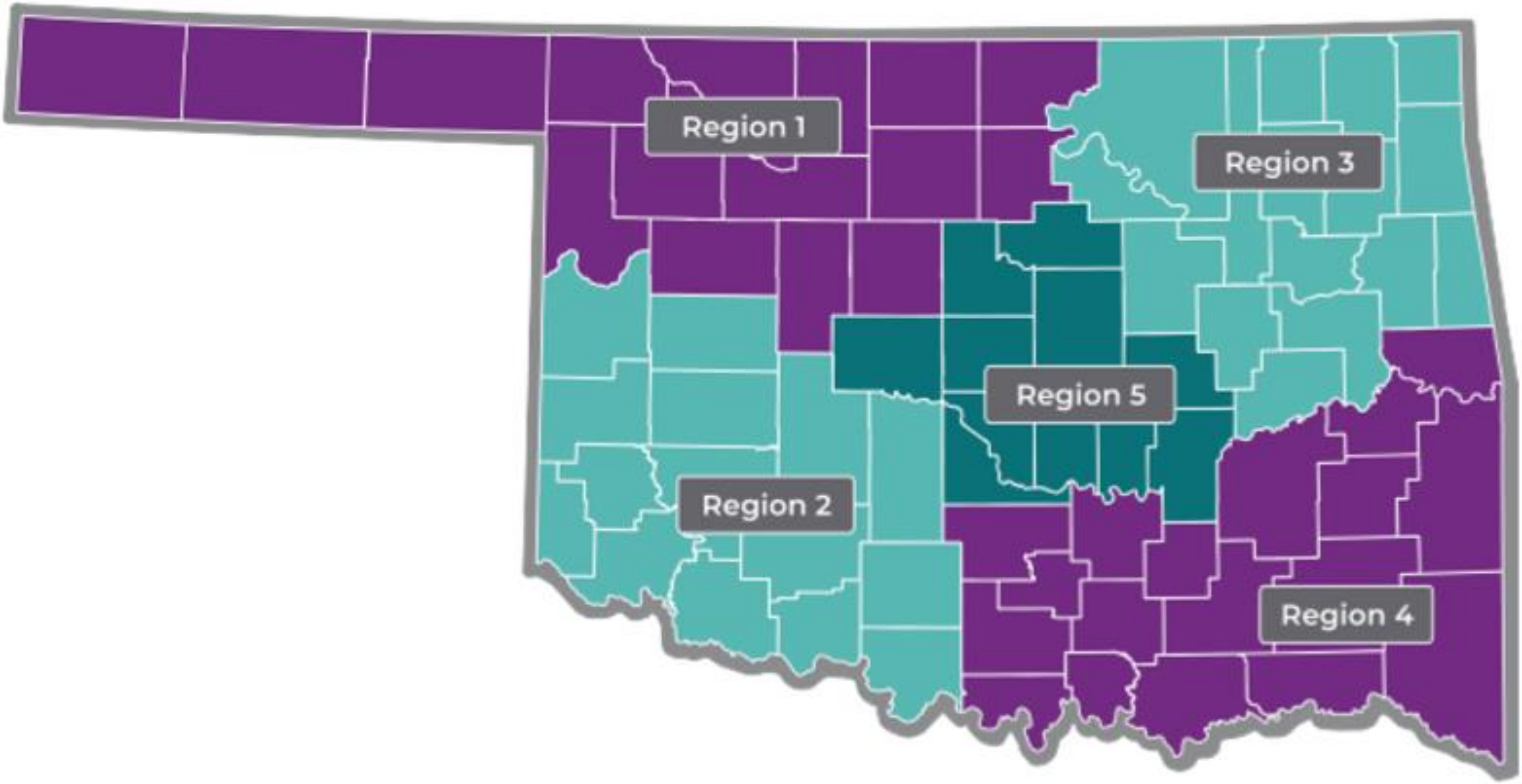
Region 1
Region 3
Region 5
Region 2
Region 4

Exhibit 5 – Specifications

Table of Contents

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 lime 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 an 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

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 (vii) 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 0. 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

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Table of Contents

Project Summary: Rx for Oklahoma

Community Action Agency

Address: 319 Southwest 25th Street Oklahoma City, OK 73109

Phone: 405 232 0199

Email: ExecDir@caaofokc.org

Website: https://www.caaofokc.org/

Business Hours: Monday to Friday 8: 00 am to 5:00 pm

Project Overview:

Rx for Oklahoma is a regional prescription assistance program administered by the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. (the Bidder), a nonprofit organization dedicated to serving low-income individuals and families. Established in 1966 and recognized as a 501(c)(3) entity (EIN: 73-073739), the agency employs over 300 full-time staff and operates with an annual budget of $23 million. Its most recent organizational audit was completed in Fall 2025 with no findings or questioned costs.

Organizational Profile:

With over four decades of experience managing grant-funded programs, the Bidder has built a robust infrastructure for delivering emergency and supportive services. Its Information and Referral Network has served as a critical access point for over 10,000 individuals annually, providing assistance with rent, utilities, food, and prescription needs. The agency's integrated model combines direct service delivery with advocacy, linkage, and referral—ensuring that clients receive timely, coordinated support. Once funding is secured, the agency initiates the procurement process, which includes negotiating with suppliers, finalizing purchases, and arranging for delivery of related supplies. As digital platforms expand, the agency continues to enhance its responsiveness through online tools, email, and social media.

Experience with Prescription Assistance:

For the past 19 years, the Bidder has administered prescription assistance programs for uninsured and underinsured Oklahomans. It has collaborated with three other community action agencies to maintain regional processing centers and partners with free clinics across Region 5. The Primary Processing Center in Oklahoma City has been and will continue to be staffed by a seasoned Regional Area Director and a dedicated Rx Client Service Representative, who manage intake, eligibility verification, pharmaceutical applications, and client advocacy.

In response to client feedback and evolving community needs, the agency is restructuring the Rx for Oklahoma program to:

- Eliminate subcontractor reliance and streamline operations
- Expand outreach through media and community engagement
- Hire dedicated staff to support follow-up and documentation

• Pilot a Copay Assistance Program to address affordability gaps for clients who fall outside manufacturer eligibility or require more medications than insurance covers

These enhancements are designed to improve continuity of care, reduce prescription abandonment, and expand access to essential medications—particularly for clients with chronic conditions or complex regimens.

Emergency Assistance Program Administration:

The Bidder has extensive experience managing Emergency Food and Shelter Program (EFSP) funds. These funds are used to cover one month's rent or mortgage (excluding late fees) for households experiencing a qualifying emergency. Applicants must provide documentation of the emergency, proof of eviction or late notice, and demonstrate sufficient income to cover future payments. The program does not cover first month's rent, and all deposits must be paid before assistance is considered. Each household is eligible for one payment every other grant cycle. The Bidder coordinates closely with other EFSP recipients to prevent duplication of services and ensures that applicants are informed of additional community resources.

Full Proposal Structure with Integrated Content

2. OBJECTIVES

• Launch a pilot Copay Assistance Program to reduce financial barriers for medically indigent and underinsured Oklahomans.

• Strengthen outreach and enrollment in the existing Rx for Oklahoma Prescription Assistance Program.

• Improve medication adherence and health outcomes through targeted copay support.

2.1Alignment with Program Purpose

This proposal directly supports the RFP's goal of enhancing access to essential services for vulnerable populations. It addresses systemic gaps in medication affordability and aligns with HB3252's legislative intent to support medically indigent persons through innovative, community-based solutions.

3. APPROACH

3.1 Existing Infrastructure: Rx for Oklahoma Program

The Rx for Oklahoma Prescription Assistance Program is administered through the Primary Processing Center in Oklahoma City, under the leadership of the Regional Area Director, who brings over 21 years of experience managing Region 5's prescription assistance efforts. The center is staffed by:

• **Prescription Drug Program Coordinator –** Oversees day-to-day operations, supervises staff, and ensures fulfillment of all programmatic obligations.

• **Rx Client Service Representative –** Provides direct client support, guiding applicants through documentation, eligibility verification, and pharmaceutical application processes.

A dedicated telephone line and streamlined intake system ensures timely and equitable access. Clients are enrolled through phone or in-person contact, often during visits to free clinics. Staff conduct thorough eligibility screenings, including:

- Insurance and medication coverage
- Household size and income
- Verification of supporting documents (e.g., tax returns, SoonerCare denials, Social Security letters)

Once eligibility is confirmed, staff:

- Verify medication availability through pharmaceutical websites
- Submit applications using RxAssist software
- Advocate on behalf of clients when denials occur
- Track outcomes using established timeframes (average approval: 30 days)

The program collaborates with several clinics:

- Crossing Community Clinic
- Midtown Clinic – Crossing Community
- Good Samaritan Clinic – Mercy

Outreach includes:

- Television ads, flyers, newsletters
- Billboards, radio, bus benches
- Health fairs, homebuyer education classes, National Night Out events

Brochures are distributed via mail and in-person delivery to clinics and providers. Applications are accessible through the agency website and social media pages.

To ensure reach to Canadian, Cleveland, Hughes, Lincoln, Logan, McClain, Okfuskee, Payne, Pottawatomie and Seminole counties, our outreach strategy includes in-person engagement at local pharmacies and food pantries. We will complement these efforts with accessible support via phone and email, ensuring timely follow-up and personalized assistance. Special emphasis will be placed on promoting the Copay Assistance program as a practical solution for clients who fall outside manufacturer assistance parameters. Particularly those enrolled in SoonerCare who require more than six prescriptions per month.

4. LOGIC MODEL – RX FOR OKLAHOMA

Inputs	Activities	Outputs	Outcomes	Impact
Trained Rx Staff and Client Representative	Conduct client outreach and intake (phone/ in-person)	Number of clients screened and enrolled	Increased awareness of Rx for Oklahoma assistance options among clients	Improved health outcomes for underserved populations
RxAssist software and pharmaceutical websites	Screen for eligibility	Number of applications submitted	Improved accuracy and consistency in eligibility screening	Reduced emergency care utilization due to medication inaccessibility
Rx Intake and Release of information forms	Verify medication availability through RxAssist and manufacturers	Number of medications secured	Timely submission of complete applications	Sustainable, scalable model for statewide medication access
Partnerships with free clinics and community organizations	Prepare and submit applications	Number of clients receiving advocacy support	Enhanced staff capacity for advocacy and follow-up	Enhanced health equity and community wellbeing
Access to supplemental resources	Obtain signed Release of Information forms	Number of successful appeals	Increase medication access for eligible clients	
Communication tools	Track application status and notify	Average processing times tracked and report	Reduced financial burden on low-income households	
Income verification documents	Advocate with pharmaceutical companies for denied applications		Strengthened partnerships with clinics and pharmaceutical companies	
	Support appeals and resubmissions		Improved client satisfaction and trust in services	
	Maintain compliance through income verification			

5. WORKPLAN – RX FOR OKLAHOMA

Phase	Task	Details	Responsible Party	Tools/Forms
Client Engagement & Screening	Receive Inquiry	Phone or in-person	Frontline Staff	Call log, Intake script
	Conduct Screening	Ask standardized eligibility questions	Rx Staff	Rx Intake Form
	Collect data	Insurance, medication coverage, household size, income sources	Rx Staff	Rx Intake Form
	Verify Income	Tax return, pay stubs, award letters, bank statements	Rx Staff	Documentation checklist
Eligibility & Application Prep	Determine eligibility	Based on collected data	Rx Staff	Eligibility checklist
	Verify medication	Search pharmaceutical websites	Rx Staff	RxAssist, manufacturer sites
	Prepare application	Include all required documentation	Rx Staff	RxAssist-generated forms
	Obtain release form	Authorizes staff to advocate	Client	Release of Information Form
Submission & Tracking	Submit application	Mail or fax to manufacturer	Rx Staff	Submission log
	Log submission date	Track processing timelines	Rx Staff	Tracking spreadsheet
	Use supplemental resources	Explore alternatives if needed	Rx Staff	NeedyMeds, GoodRx, etc.
Notification & Advocacy	Monitor notifications	Approval or denial updates	Rx Staff	Email, mail, phone
	Advocate if denied	Resubmit with urgency letter	Rx Staff	Advocacy template
	Support appeals	If denied by Rx for Oklahoma	Rx Staff	Appeal form/process
	Document outcomes	Track resolution and follow-up	Rx Staff	Case notes
Verification & Compliance	Verify income docs	Acceptable forms listed above	Rx Staff	Verification checklist
	IRS Form 4506	For clients without tax returns	Client	IRS Form 4506
	No-income statement	For clients with no income	Client	Signed statement

6. PILOT INTEGRATION: COPAY ASSISTANCE PROGRAM

Building on this infrastructure, the Copay Assistance Program will:

- Integrate copay support into existing Rx workflows
- Use the same intake and verification systems
- Leverage staff expertise in documentation and advocacy
- Track outcomes using RxAssist and client feedback

Each month, over 80% of incoming calls are from clients seeking help with copays. Many are enrolled in SoonerCare/Medicaid, which allows six prescription "punches" per month. Clients with complex conditions often require more than six medications, and generic prescriptions are typically ineligible for manufacturer assistance—forcing clients to skip or ration medications.

To address this, we propose a Copay Tier Model in partnership with a local Pharmacy:

Copay Tier	Amount Range	Best For
Low	\$30–\$50	High-need clients, chronic conditions
Moderate	\$75	Balanced affordability and coverage
High	\$100–\$125	Specialty drugs and complex regimens

This model ensures transparency, equity, and sustainability. It aligns with HB3252's emphasis on supporting medically indigent and underinsured Oklahomans.

7. WORKPLAN – COPAY ASSISTANCE PROGRAM

Activity	Timeline	Responsible Party	Output
Outreach campaign launch	Month 1	Rx Program Coordinator	Flyers, media ads
Staff training on copay intake	Month 1	Regional Area Director	Training materials
Pilot enrollment begins	Month 2	Rx Client Service Rep	100 clients enrolled
Data tracking and reporting	Months 2–6	Rx Staff	Monthly reports
Evaluation and refinement	Month 6	Program Coordinator	Final pilot report

8. LOGIC MODEL – COPAY ASSISTANCE PROGRAM

Inputs	Activities	Outputs	Outcomes	Impact
Staff, RxAssist software, Local partnership, HB3252 framework	Outreach, intake, copay tier assignment, documentation, advocacy	100 clients served, 3-tier copay model implemented	Improved adherence, reduced financial burden	Scalable model for statewide medication access

9. UNDERSTANDING OF HB3252 (2024)

HB3252 reflects a legislative commitment to supporting medically indigent persons through tax relief and programmatic investment. Our pilot embodies this intent by:

- Reducing out-of-pocket costs for essential medications
- Documenting outcomes that inform future state-supported models
- Aligning with HB3252's emphasis on dignity, access, and fiscal responsibility

10. VISION FOR PROGRAM AND SERVICES

We envision a replicable model that:

- Honors client dignity through transparent eligibility and respectful engagement
- Reduces prescription abandonment due to cost
- Builds a foundation for broader systems change in medication access

11. EXPECTED OUTCOMES

- Increased medication adherence among pilot participants
- Documented reduction in out-of-pocket costs
- Strengthened partnerships with providers and manufacturers
- Scalable framework for future funding or legislative support

12. BUDGET NARRATIVE

This budget supports the implementation of a Copay Assistance Pilot integrated into the existing Rx For Oklahoma infrastructure. Funds will be used to expand outreach, support staffing, and provide direct assistance to clients with uncovered prescription copays. See uploaded budget form.

Region 1 (3 months)

EXHIBIT 2 - BUDGET & NARRATIVE FORM

OKLAHOMA STATE DEPARTMENT OF HEALTH RX FOR OKLAHOMA BUDGET & NARRATIVE FORM

Contractor: Community Action Agency Date: 4/2/16

Contractor Contact: ______ Phone: 405-232-0199

Contractor Address: 319 SW 25th OKC OK 73109

Dollar Amount: $ 24500.00

Summary Budget Request:

Budget Line Item	Operational (Direct Client Services)*	Administrative (Indirect Cost)**	TOTAL
Personnel/Salaries	17530.00		17530.00
Fringe Benefits	3820.00		3820.00
Travel/Training			
Supplies	250.00		250.00
Contractual			
Equipment			
Other	2900.00		2900.00
Total	24500.00		24500.00

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 Title	**Staff Name**	**Annual Salary**	**No. Months**	**% Time**	**Operational**	**Administrative**	**TOTAL**
Program Coordinator	Judith Arricta	9955.00	3	100	1955.00		1955.00
Program Specialist	Evelyn Delgado	1350.00	3	100	1350.00		1350.00
Program ~~Specialist~~	Unknown	1350.00	3	100	1350.00		1350.00
"		7800.00	3	100	7800.00		7800.00
"		5075.00	3	100	5075.00		5075.00
Category Total					17530.00		17530.00

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: ______________________________ Date: ____________

Narrative/Detail Budget Request (Continued):

Fringe Benefits	OPERATIONAL	ADMINISTRATIVE	TOTAL
	3820.00		3820.00
Category Totals	3820.00		
Travel-PerDiem/Training	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Contractual	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Supplies	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	250.00		
Category Totals	250.00		
Equipment	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Other	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Space	2625.00		
Internet	275.00		
	2900.00		
	OPERATIONAL	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
TOTAL PROGRAM COSTS	6970.00		

Contractor's Signature: ______________________________ Date: ____________

Printed Name: ______________________ Title: ______________________

Region 1 (12 months)

EXHIBIT 2 - BUDGET & NARRATIVE FORM

OKLAHOMA STATE DEPARTMENT OF HEALTH RX FOR OKLAHOMA BUDGET & NARRATIVE FORM

Contractor: Community Action Agency Date: 4/2/16

Contractor Contact: Phone: 405-232-0199

Contractor Address: 319 SW 25th OKC OK 73109

Dollar Amount: $ 98000.00

Summary Budget Request:

Budget Line Item	Operational (Direct Client Services)*	Administrative (Indirect Cost)**	TOTAL
Personnel/Salaries	70120.00		70120.00
Fringe Benefits	15280.00		15280.00
Travel/Training			
Supplies	1000.00		1000.00
Contractual			
Equipment			
Other	11600.00		11600.00
Total	98000.00		98000.00

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 Title	**Staff Name**	**Annual Salary**	**No. Months**	**% Time**	**Operational**	**Administrative**	**TOTAL**
Program Coordinator	Judith Arricta	7820.00	12	100	7820.00		7820.00
Program Specialist	Evelyn Delgado	5400.00	12	100	5400.00		5400.00
Program Specialist	Unknown	5400.00	12	100	5400.00		5400.00
"	"	31200.00	12	100	31200.00		31200.00
"	"	20300.00	12	100	20300.00		20300.00
Category Total					70120.00		70120.00

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: ______________________ Date: __________

Narrative/Detail Budget Request (Continued):

Fringe Benefits	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	15280.00		3880.00
Category Totals			
Travel-PerDiem/Training	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Contractual	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Supplies	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	1000.00		
Category Totals			
Equipment	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Other	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Space Internet	10500.00 1100.00		
	11600.00		
	OPERATIONAL	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
TOTAL PROGRAM COSTS	27880.00		27880.00

Contractor's Signature: ______________________ Date: __________

Printed Name: ______________________ Title: ______________________

Region 5 (3 months)

EXHIBIT 2 - BUDGET & NARRATIVE FORM

OKLAHOMA STATE DEPARTMENT OF HEALTH RX FOR OKLAHOMA BUDGET & NARRATIVE FORM

Contractor: Community Action Agency Date: 3/31/24

Contractor Contact: ______ Phone: 405-232-0199

Contractor Address: 319 SW 25th OKC OK 73109

Dollar Amount: $ 41375.25

Summary Budget Request:

Budget Line Item	Operational (Direct Client Services)*	Administrative (Indirect Cost)**	TOTAL
Personnel/Salaries	29000.00		29000.00
Fringe Benefits	9000.00		9000.00
Travel/Training	250.00		250.00
Supplies			
Contractual			
Equipment			
Other Direct Services	3125.25		3125.25
Total	41375.25		41375.25

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 Title	Staff Name	Annual Salary	No. Months	% Time	Operational	Administrative	TOTAL
Program Coordinator	Judith Arrieta	48000.00	3	100	12000.00		12000.00
Program Specialist	Evelyn Delgado	34000.00	3	100	8500.00		8500.00
Program Specialist	Unknown	34000.00	3	100	8500.00		8500.00
Category Total					29000.00		29000.00

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: Community Action Agency Date: 3/31/06

Narrative/Detail Budget Request (Continued):

Fringe Benefits	OPERATIONAL	ADMINISTRATIVE	TOTAL
	9000.00		
Category Totals			
Travel-PerDiem/Training	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	250.00		
Category Totals			
Contractual	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Supplies	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Equipment	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Other	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Copay Project	3125.25		3125.25
	OPERATIONAL	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
TOTAL PROGRAM COSTS	41375.25		41375.25

Contractor's Signature: ______________________ Date: __________

Printed Name: ______________________ Title: ______________________

Region 5 (12 months)

EXHIBIT 2 - BUDGET & NARRATIVE FORM

OKLAHOMA STATE DEPARTMENT OF HEALTH RX FOR OKLAHOMA BUDGET & NARRATIVE FORM

Contractor: Community Action Agency Date: ____________

Contractor Contact: ____________ Phone: 405-232-0199

Contractor Address: 319 SW 25th OKC OK 73109

Dollar Amount: $ 165501.00

Summary Budget Request:

Budget Line Item	Operational (Direct Client Services)*	Administrative (Indirect Cost)**	TOTAL
Personnel/Salaries	116000.00		
Fringe Benefits	36000.00		
Travel/Training	1001.00		
Supplies			
Contractual			
Equipment			
Other Direct Services	12500.00		
Total	165501.00		

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 Title	Staff Name	Annual Salary	No. Months	% Time	Operational	Administrative	TOTAL
Program Coordinator	Judith Arrieta	48000.00	12	100	48000.00		48000.00
Program Specialist	Evelyn Delgado	34000.00	12	100	34000.00		34000.00
Program Specialist	Unknown	34000.00	12	100	34000.00		34000.00
Category Total					116000.00		116000.00

Region 5

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: Community Action Agency Date: 3/31/06

Narrative/Detail Budget Request (Continued):

Fringe Benefits	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	36000.00		36000.00
Category Totals			
Travel-PerDiem/Training	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
	1001.00		1001.00
Category Totals			
Contractual	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Supplies	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Equipment	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
Other	**OPERATIONAL**	**ADMINISTRATIVE**	**TOTAL**
Copay Project	12500.00		12500.00
	OPERATIONAL	**ADMINISTRATIVE**	**TOTAL**
Category Totals			
TOTAL PROGRAM COSTS	165501.00		165501.00

Contractor's Signature: ______________________ Date: __________

Printed Name: ______________________ Title: ______________________