



LEGAL NOTICE

April 10, 2025

CREOKS Mental Health Service, Inc.

Attn: Brent Black, CEO

4103 S. Yale Ave., Ste. B.

Tulsa, OK 74135

brent.black@creoks.org

Pursuant to Section 19 of Attachment B of our contract, dated November 5, 2024, we are writing to formally inform you of the State's decision to terminate the contract, in whole for convenience. It has been determined that such termination is in the State's best interest. The contract is attached hereto for reference.

As stipulated in Section 19, this letter serves as the required thirty (30) days' written notice of termination, effective May 10, 2025.

Upon receipt of this notice, you are required to comply immediately with the terms of this termination and take all necessary steps to minimize any costs associated with the work affected by this notice. Additionally, as stated in Clause 19.2, the termination will not relieve the obligation to pay for any products or services that were accepted as satisfactory prior to the effective date of termination. However, please cease and desist from providing any services related to the attached contract on May 10, 2025, or after May 10, 2025. No further payments will be due under the contract after this date, and there will be no liability for damages or other claims from the termination.

Should you require any further clarification or wish to discuss this matter, please do not hesitate to contact us. We appreciate your cooperation in minimizing any disruptions and in completing any outstanding obligations.

Sincerely,


Amanda Otis (Apr 10, 2025 08:34 CDT)

Amanda Otis

State Purchasing Director, Central Purchasing

Office of Management and Enterprise Services



STATE OF OKLAHOMA CONTRACT WITH CREEKS BEHAVIORAL HEALTH SERVICES

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma Department of Mental Health and Substance Abuse Services (“State”) and CREEKS Behavioral Health Services (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is one (1) year with five (5) one-year options to renew.

Purpose

The State is awarding the Contract to Supplier for the provision of a Certified Community Behavioral Health Clinic (CCBHC) to provide quality services to individuals in Tulsa County, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents or confidentiality requests. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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 EV00000232, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Reserved, Attachment C;
 - 2.4. Pricing, Attachment E1;
 - 2.5. Value-Add Offerings, Attachment E2.
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract

Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

- 3.3. Supplier is a co-recipient of the contract award offered pursuant to RFP EV00000232.
 - 3.4. Supplier will have the ability to provide CCBHC services in all of Tulsa County, which includes, but is not limited to, school-based, home-based, community-based, telehealth and any other mode of delivery, with no rights, duties, services or abilities inferior to those of any other Tulsa County CCBHC.
 - 3.5. Supplier is able to provide and be reimbursed for CCBHC services in Tulsa County immediately upon award of this contract.
 - 3.6. Attachment E1 contains CREOKS' projected rates. Actual rates will be determined by the CCBHC methodology and cost.
 - 3.7. Attachment E2 contains only potential and prospective projects that may be undertaken if agreed to in writing by both parties. Factors that will be considered in that determination are community need, DMH agreement, financial feasibility, and location of the Supplier's designated catchment area. Supplier agrees not to commence any work for the prospective value add offerings unless such activities are specifically agreed to in writing by both parties.
4. Payment obligations rest solely with the Department of Mental Health and Substance Abuse Services.

Please send invoices and billing inquiries to:

Oklahoma Department of Mental Health and Substance Abuse Services
2000 N. Classen Blvd. Ste 2-600
Oklahoma City, OK 73106
405-248-9200

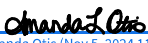
5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple 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.

[INTENTIONALLY LEFT BLANK]

SIGNATURES

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

**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:**


Amanda Otis (Nov 5, 2024 11:49 EST)

By

Amanda Otis

Name


State Purchasing Director

Title

Nov 5, 2024

Date

SUPPLIER:


Brent Black (Nov 4, 2024 13:43 CST)

By

Brent Black

Name


CEO

Title

Nov 4, 2024

Date

**OKLAHOMA DEPARTMENT OF
MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES:**


Durand Crosby (Nov 4, 2024 13:51 CST)

By

Durand Crosby

Name

Senior Deputy Commissioner

Title

Nov 4, 2024

Date

ATTACHMENT A

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by 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.

PURPOSE

The Contract is awarded on behalf of the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) for one or more Certified Community Behavioral Health Clinic (CCBHC) contractors to provide quality services to individuals in Cleveland and/or McClain Counties and/or Tulsa County. ODMHSAS is seeking additional providers as a result of increased acuity and an increase in persons seeking and needing care in these counties. Services shall be provided in an engaging and positive environment and achieve positive outcomes for consumers. Contractor shall facilitate access to needed services, ensure appropriateness of care, and promote client satisfaction with services. Services shall promote consumer empowerment, wellness, recovery, and integration in the community. Services shall build on individual strengths, exist in a natural environment, and actively promote the consumer's human value and dignity. Contractor must understand its role as a provider in a state-wide system of mental health and substance abuse services to children and adults and will agree to collaborate as necessary with other such providers to promote access to needed services and continuity of care and collaborate with the ODMHSAS in ongoing transformational work, such as the implementation of evidence-based practices as they emerge. Contractor shall provide trauma-informed, gender specific, co-occurring capable, age-appropriate, and culturally competent treatment for all consumers.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract award, or 7/1/23, whichever is later, with five (5) one-year options to renew the Contract.

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

EXHIBIT 1

1. Mandatory Requirements

- 1.1. Eligible provider organization (Supplier) must meet one of the designations below. All awarded vendors under this solicitation shall, regardless of current CCBHC designation status, become an ODMHSAS-certified CCBHC in the awarded region no later than 6 months after award.
 - 1.1.1. Certified Community Behavioral Health Clinic (CCBHC) by ODMHSAS standards, or
 - 1.1.2. a contracted behavioral health Medicaid provider, and a 501(c)(3) private, non-profit entity, or
 - 1.1.3. a tribal entity, or
 - 1.1.4. a 501(c)(3) private behavioral health provider.
- 1.2. Supplier shall comply with all applicable rules including Title 450, Chapter 17 and Chapter 23.
- 1.3. Supplier shall comply with all applicable manuals, to include the CCBHC Manuals and ODMHSAS Service Manual (<http://www.odmhsas.org/arc.htm> Documents), and the Eligibility and Target Population Matrix (<http://www.odmhsas.org/arc.htm> Documents, Statements of Work, choose current fiscal year).

2. Access to Services

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

3. Yearly Surveys by ODMHSAS

- 3.1. The ODMHSAS will rate the following criteria throughout duration of this contract on a yearly basis. The ODMHSAS does the satisfaction surveys for all the CMHCs through mail-outs and the enhanced tier payment system results through its Decision Support Services.

3.1.1. Survey Criteria:

3.1.1.1. History of Enhanced Tier Payment System Results.

3.1.1.2. Client Consumer Satisfaction Survey Results.

3.1.1.3. Number of persons on the most in need (MIN) list.

3.1.1.4. Number of special population 1 clients.

3.1.1.5. Reduction in inpatient bed days.

3.1.1.6. Reduction in jail days.

4. Conditions

4.1. Supplier's staff must attend trainings and meetings required by the ODMHSAS.

4.2. Supplier must agree to submit data and participate in the established ODMHSAS evaluation process.

4.3. Any changes in program operations must be submitted to the ODMHSAS.

4.4. If the program is found to be in non-adherence on the evaluation criteria at any time, a notice of non-compliance will be issued to the Supplier and a period of remediation of 30 days will begin from the date of the receipt of the notice. Notice may be issued in person at a site audit, via certified registered U.S. mail or other certified carrier of the notice of non-compliance. If compliance is not returned within the 30-day period, immediate cancellation of the contract may be executed and no moneys due from date of non-compliance will be paid. A 30-day notification must be submitted to the ODMHSAS before the cancellation of a contract.

5. Compensation

5.1. Compensation and billing pursuant to this contract shall be in accordance with the CCBHC Manuals and the ODMHSAS Services Manual (<http://www.odmhsas.org/arc.htm> Documents).

5.1.1. For eligible services, Customer Data Core (CDC) information must be filled out appropriately and completely with any level of care change or at a minimum of every six (6) months to obtain payment through this contract. If any of the information is determined missing from the CDC or not properly updated, the Department has the right to credit services provided to that consumer, request recoupment, or suspend payment. CDC information shall be entered into a location and format as prescribed by the department. Many FFS contract services shall require prior authorization through the authorization system. Prior Authorizations (PA's) will not be issued unless a current CDC has been entered for the respective consumer. Supplier is required to comply with the ODMHSAS Services Manual and is hereby incorporated by reference. Supplier must follow all OHCA and ODMHSAS policies and guidelines pursuant to compensation.

- 5.2. Supplier is eligible to participate in the ODMHSAS Enhanced Tier Payment System (ETPS) program, established in accordance with attachment 4.19-B, page 24 of the Oklahoma Medicaid State Plan, as approved by the Center for Medicare and Medicaid Services (CMS) and the Oklahoma Health Care Authority (OHCA).
- 5.3. ODMHSAS compensation for services within this solicitation is \$0.00 with the exception of quarterly ETPS payments determined by Supplier's results on twelve predetermined outcome measures.
 - 5.3.1. Supplier is responsible for contributing to the ETPS match funds pool based on core service dollars provided by ODMHSAS for this service area and number of clients served.
 - 5.3.2. ETPS match funds contribution may be made in the form of the value of pending services provided to indigent individuals.
- 5.4. ODMHSAS reserves the right to provide compensation in support of fee-for-service services to indigent clients or special programs and services not covered by Medicaid or any other funding source at a later date, as budget allows.
- 5.5. ODMHSAS is the payer of last resort.

6. Core Service Functions

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

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

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

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

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

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
- A.** any Addendum;
 - B.** any applicable Solicitation;
 - C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D.** the terms contained in this Contract Document;
 - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F.** any statement of work, work order, or other similar ordering document as applicable; and
 - G.** other mutually agreed Contract Documents.
- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

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

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

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

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

4 **Definitions**

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

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

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

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

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

5 Pricing

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

6 Ordering, Inspection, and Acceptance

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

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

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

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

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

7 Invoices and Payment

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

The following terms additionally apply:

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

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

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

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

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

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

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

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

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

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

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

10 Audits and Records Clause

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

11 Confidentiality

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

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

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

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

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

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

12 Conflict of Interest

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

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

13 Assignment and Permitted Subcontractors

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

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

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

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

16 Indemnification

16.1 Acts or Omissions

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

16.2 Infringement

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

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

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

16.5 Limitation of Liability

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

17 Termination for Funding Insufficiency

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

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

18 Termination for Cause

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

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

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

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

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

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

20 Suspension of Supplier

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:

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

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

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

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

AGENCY TERMS

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

ATTACHMENT E1

CREOKS Mental Health Services, Inc

Tulsa County

5 Year BUDGET										
	Year 1		Year 2		Year 3		Year 4		Year 5	
	Projected Costs	Projected Client Count	Projected Costs	Projected Client Count	Projected Costs	Projected Client Count	Projected Costs	Projected Client Count	Projected Costs	Projected Client Count
Crisis Hub w/ 988 & Children's Mobile Crisis	\$ 1,343,351	1,080	\$ 1,343,351	1,080	\$ 1,543,799	1,296	\$ 1,856,099	1,516	\$ 2,115,011	1,729
Adult CBSCC / URC	\$ 2,645,359	960	\$ 2,645,359	960	\$ 2,823,535	1,152	\$ 3,167,802	1,348	\$ 3,331,279	1,537
Adult Outpatient Clinic (North Tulsa)	\$ 2,944,910	4,560	\$ 3,262,635	5,400	\$ 4,264,875	6,480	\$ 5,822,651	7,582	\$ 6,803,211	8,643
Children's Outpatient Clinic (North Tulsa)	\$ 2,034,816	3,180	\$ 2,261,762	4,080	\$ 3,019,010	4,896	\$ 4,194,198	5,728	\$ 4,949,977	6,530
Adult Outpatient Clinic (Yale Ave)	\$ 2,907,006	4,800	\$ 3,247,425	5,400	\$ 4,249,665	6,480	\$ 5,784,746	7,582	\$ 6,765,307	8,643
Children's Outpatient Clinic (Yale Ave)	\$ 2,824,730	3,180	\$ 3,165,149	4,080	\$ 3,922,397	4,896	\$ 4,984,111	5,728	\$ 5,739,890	6,530
School Based Services	\$ 8,862,103	6,000	\$ 9,542,942	7,800	\$ 10,990,622	9,360	\$ 12,796,963	10,835	\$ 14,028,219	12,472
Family Resource Center	\$ 389,882	240	\$ 412,576	300	\$ 468,256	360	\$ 553,145	421	\$ 604,232	480
Children's CBSCC / URC	\$ -	-	\$ 2,743,769	600	\$ 2,855,129	720	\$ 326,527	842	\$ 428,700	960
Youth Shelter	\$ -	-	\$ 1,015,031	300	\$ 1,070,711	360	\$ 1,169,757	418	\$ 1,218,173	476
Projected Costs & Projected Client Count	\$ 23,952,156	24,000	\$ 29,640,000	30,000	\$ 35,208,000	36,000	\$ 40,656,000	42,000	\$ 45,984,000	48,000
Projected PPS Rate	\$	998	\$	988	\$	978	\$	968	\$	958

ATTACHMENT E2

Value Add Offerings

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

Item 1: **Economies of Scale:** CREOKS is committed to offering high quality services, outstanding customer service, and great outcomes in a fiscally responsible manner. Barring unforeseen circumstances under managed care, CREOKS has budgeted this proposal to not exceed its current PPS rate in year one and to lower the rate for Tulsa County by \$10 per year over the remaining four years of the contract. CREOKS will also double its initial client count from 2,000 persons to 4,000 by the end of year 5. We estimate that this will save the state over \$4,000,000.

Impact:

Decrease Cost: This strategy will save the state more than \$4 million over the course of the proposed 5-year renewal periods.

Quality: This reduction will not impact the quality of services. Growing doesn't always have to mean rising costs but more synergy and efficiency.

Client Satisfaction & Services: The increased synergy and efficiency will create more options for people and increase customer satisfaction.

Item 2: **Coordination with Adjacent County Clinics:** CREOKS has strategically placed its clinics and with the proposed North Tulsa Clinic, no one in Tulsa County will be further than 5 miles from a CREOKS clinic.

Impact:

Client Satisfaction, Services, and Time: This constellation of CREOKS clinics means that CREOKS can quickly expand to address the unmet needs of Tulsa. This will lead to greater access to care and greater client satisfaction. People will not have to travel far for help. We calculate that the adjacent county clinics currently serve as many as 2000 unduplicated Tulsa residents a year.

Quality: The availability of these other clinics means that rapid growth will not be at the sacrifice of quality.

Item 3: **Youth Shelter:** CREOKS will be opening a Youth Shelter in year 2. There is only one youth shelter in Tulsa, and it does not come close to meeting the need. Our shelter will have two wings, one for 14–17-year old's and one for 18-25 year-old's. Our schools and DHS have been asking us to do this and to provide the Transition to Independence Process (TIP) Model.

Impact:

Service: There is a critical need for another shelter for youth in Tulsa. Ours will have two wings. Only the Youth Shelter in OKC has a wing for Transition Aged Youth. This will be a huge asset for youth aging out and for homeless youth in school. This gives us another way to outreach to the homeless youth population and have a safe place from which to work on solutions and develop skills for independent living.

Client Satisfaction: We believe that youth will be very grateful and families in the case of runaways. This is also huge for our School Homeless Liaisons and DHS partners.

Decrease Cost: Homelessness for youth leads to trauma, utilization of emergency services, hospitalization, incarceration, and death. All of these carry an extremely high price tag.

Item 4: **West Tulsa Transitional Living & Homeless Center:** CREOKS has bought some land in West Tulsa (Creek County) that will allow CREOKS to establish a Transitional Living & Homeless Center that would be made available to Tulsa County in addition to Creek. The center has a complex of buildings that will have 24 beds for men, 24 beds for women, and house 12 women with their children. The complex will have a Life Skills Center to give residents an opportunity to work with IPS staff, housing staff, coaches in wellness, budgeting, cooking, etc. This complex will also have a behavioral health clinic to support it.

Impact:

Services: This center will allow CREOKS to help individuals and families transition to permanent housing and remain safely in the community of their choice. There is a tremendous need for this type of housing in Tulsa County and the ODMHSAS has indicated that this is a priority housing need.

Decrease Cost: The Transitional Housing is provided to the state at no cost. Housing is necessary for recovery. This reduces time in treatment.

Quality: The decision to establish this program is based on CREOKS' commitment towards the Housing First principles and the Department's request that providers work to create more housing options. We have a large housing team and have worked closely with Suzanne Williams to ensure that our program develops in accordance with best practice.

Client Satisfaction/Time: We believe that offering such options as these increases client satisfaction by solving practical obstacles. It also reduces time homeless and should lead to faster placement in permanent housing without the detrimental costs that homelessness invariably exerts.

Item 5: **Veterans Drop-in Center**: If awarded a CCBHC contract for Tulsa, CREOKS will establish a Veterans Drop In Center. This center will provide Veterans a place to get services and supports as well as assistance in connecting with other Veteran serving agencies.

Impact:

Service: This will provide Veterans a place to come during the week to get access to supports relevant to Veterans.

Decrease Costs: CREOKS will be hosting a Zero Suicide Academy on September 21st and 22nd at our Yale Tulsa office for key staff across the agency. CREOKS is engaged in a very protracted effort to improve our effectiveness in addressing suicide, especially among high-risk populations. We are placing a great deal of attention on our support to Veterans as Veterans are considered a very high-risk population. This Drop-in Center is not only to provide services and supports to Veterans but also to provide screening, identification, and early intervention to address trauma as well as suicidal ideation. We believe this will result in a reduction in crisis and inpatient services, incarceration, and death.

Client Satisfaction: The drop-in center will be recruiting Veterans to be trained in peer support fellow veterans and share their experience, strength, and hope with other Veterans. We believe that this approach will result in a more effective program as well as greater client satisfaction.

Quality: CREOKS will ensure that staff are trained in best practice for Veterans services. We have worked with the Coffee Bunker of Tulsa for a previous grant and will be getting consult with them on a drop-in center. We also have worked with both VA Medical Centers for the last 1 on serving Veterans in the community.

Item 6: **Recovery housing for Women and Veterans in Tulsa County**: If CREOKS is awarded the CCBHC contract, we will establish a recovery house for women and a recovery house for Veterans in Tulsa County.

Impact:

Services: The ODMHSAS has indicated the need for recovery housing for Women and for Veterans. We shall establish these houses in Tulsa County. CREOKS has already started three recovery residences in its current catchment area and will do so in Tulsa.

Decrease Cost: CREOKS will provide these houses at no charge to the ODMHSAS. Having housing options for persons in recovery reduces relapse and costs less money to the state for treatment.

Quality/Customer Service/Time: Our houses will be certified by OKARR. We believe that homes run in accordance with OKARR standards result in improved customer service, quality, and a reduction in time in treatment. All persons in recovery housing are offered CCBHC services.

Item 7: **Adult Group Home Intellectual/Developmental Disability and Severe Mental Illness**: If CREOKS is awarded a CCBHC contract for Tulsa, CREOKS will establish an Adult Group Home for persons with IDD/neurodiversity and SMI.

Impact:

Services: We understand that the ODMHSAS considers housing for individuals with co-occurring IDD/neurodiversity and SMI is a priority need.

Decrease Cost: CREOKS will provide this group home at no charge to the ODMHSAS. Having a specialized housing option like this can improve recovery for those who are currently in a home that does not meet their needs. This keeps people from cycling through crisis services.

Quality: We will share below other programs that CREOKS is offering to Tulsa County residents with co-occurring IDD/neurodiversity and SMI. This is an evolving distinctive competence of CREOKS. CREOKS has the multidisciplinary staff for supporting persons with co-occurring IDD/neurodiversity and SMI, such as Physical Therapy, Occupational Therapy, Dietician, Speech Language, and a Licensed Health Psychologist.

Customer Service: We hope to make the spectrum of whole health services available to residents and customer service will be of paramount importance. CREOKS considers any service that CREOKS provides as representative of the organization's values and professionalism.

Item 8: Additional 988 Mobile Crisis & Children's Mobile Crisis: CREOKS has two 988 mobile crisis teams and one children's mobile crisis team on the border of Tulsa County that CREOKS would continue to deploy along with the additional 988 mobile crisis team and children's team CREOKS proposes for Tulsa County.

Impact:

Service: CREOKS has one 988 team currently housed at its Tulsa Yale office that is designated for Creek County. We have another 988 Mobile Crisis team in Broken Arrow near the county border. We also have a Children's mobile crisis team stationed at Broken Arrow and Catoosa. All are currently providing some service to Tulsa County. This amount of service would expand as Tulsa County would be considered part of the CREOKS Catchment Area.

Decrease Cost: The availability of these teams will ease the burden on current mobile crisis in Tulsa. This will result in less of a need for additional mobile crisis services that might be duplicative in Tulsa.

Quality/Customer Service/Time: With these bordering services along with the additional 988 mobile crisis team and children's mobile crisis team for Tulsa, CREOKS will have three 988 mobile crisis teams and two children's mobile crisis teams for Tulsa. This will reduce the response time of mobile crisis in Tulsa. This will improve customer service and improve the quality of crisis services in Tulsa County.

Item 9: Crisis beds and recliners: CREOKS has an adult crisis center in Sapulpa, a children's crisis center in Sapulpa, a specialized co-occurring IDD/neurodiversity and SED children's crisis center in Sapulpa, and a children's crisis center in Broken Arrow. If CREOKS is awarded a CCBHC in Tulsa, CREOKS will move its command and control for its crisis services CCBHC wide to Tulsa. All crisis intervention will be coordinated where CREOKS would use its 34 beds and 20 recliners in the adjacent counties to support Tulsa in addition to the new adult crisis center it intends to build for North Tulsa in year one and the children's crisis center it will build in Tulsa for year two.

Impact:

Service: CREOKS will be able to coordinate a broad network of crisis resources that also includes its relationships with area hospitals and crisis centers. This coordinated network will result in increased efficiency of crisis services. It would also decrease the likelihood that children would have to sit in an emergency room awaiting placement.

Decrease Cost: Our entire crisis system is committed to serving individuals in the least restrictive environment. This means a commitment to a reduction in hospitalizations. CREOKS' numbers for hospitalization and crisis usage have plummeted since 2019, which is supported by ODMHSAS data.

Quality/Customer Service/Time: CREOKS plummeting readmission rates give testimony to the quality of its services. This also means faster recovery time. CREOKS is known for "humanizing" its crisis services. We call the people we serve as "guests" and our standard for crisis services is that we only offer what we would want our own family members to receive. We "waste" a lot of money on environment, our own cooking staff, and therapists to staff our crisis centers.

Item 10: Primary Care: CREOKS will provide primary care to Tulsa County residents with Medicaid as well as provide pro bono primary care to those in need based upon the ability to pay through its Yale Tulsa primary care clinic, Broken Arrow primary care clinic, and West Tulsa primary care clinic. CREOKS will also have the capacity to perform labs and analysis through its Yale and Broken Arrow clinics.

Impact:

Quality: CREOKS will be able to provide integrated care which includes the required health screenings but also ensures that CREOKS can adequately support people in treating the precursors to heart disease (Blood Pressure, Cholesterol) and diabetes (Glucose) while ensuring adequate preventive screening and early intervention. No current CCBHC in Tulsa offers primary care in addition to behavioral health. Such integrated care also ensures timely and accurate medication reconciliation.

Service/Time: The TruHealth clinic is on our Tulsa Yale Avenue clinic campus and the other two clinics give other locations. Those wanting primary care can be scheduled and seen very quickly. Those enrolled in our primary care and behavioral health care can also coordinate their appointments.

Decrease Cost: Primary Care can reduce emergency room visits as well as prevent more serious and costly medical problems. The greatest cost to healthcare is the lack of preventive and chronic disease management for those with co-occurring behavioral health challenges. Such persons are likely to die 25 years sooner than the general public.

Client Satisfaction: Our primary care clinics are on the campuses of our behavioral health clinics. This provides ease of access as well as the coordination of care accomplished through the same agency giving people a one stop healthcare experience.

Item 11: Pharmacy: CREOKS will provide pharmacy services to anyone regardless of the prescriber. The CREOKS pharmacy also makes home deliveries. CREOKS has been providing pharmacy services for the last 5 years.

Impact:

Quality: All prescriptions are double checked to ensure that there are no drug-to-drug interactions. Our pharmacists are very familiar with psychotropic medications and their medication education is much more sensitive to side effects and challenges with psychotropics and possible drug-to-drug interactions. We also ensure that persons prescribed medications can obtain and begin a regimen as well as monitor medication adherence through assuring timely refills.

Service/Time: Our pharmacies are on the campus of our behavioral health clinics. This is very convenient because it is on the same campus. We also provide home deliveries, so people don't even need to come in to pick up a prescription.

Decrease Cost: Persons who have access to medications are less likely to have a behavioral health relapse and a crisis or inpatient visit. Our pharmacy maximizes the use of sample medications as well as Patient Assistance Programs. Our pharmacy also shops from a variety of suppliers to obtain the lowest possible price. Those savings are passed along to the consumer. Having an integrated pharmacy also makes it less likely to cost the individual and the state the cost of an adverse medication event.

Client Satisfaction: Our pharmacies are on the campus of our behavioral health clinics. This creates convenience. We also provide home deliveries.

Item 12: Dental Care: If CREOKS is awarded a CCBHC contract for Tulsa, CREOKS will open a Dental Clinic at its Yale clinic campus. CREOKS already has the office space as well as all the equipment, chairs, etc. for a dental practice. We have not yet opened the practice. If we are a CCBHC, then we would open this practice in year one of this contract.

Impact:

Service: Dental care has been notoriously challenging for persons on Medicaid. It is only a recent change to Medicaid in Oklahoma that has allowed such a service. Accessing dental services is still new to persons with behavioral health challenges and being on Medicaid. By CREOKS offering this service in Tulsa to all, CREOKS hopes to help people access dental care for prevention and not just for an emergency extraction.

Quality: Apart from the rare providers such as Cherokee Health Systems who are CCBHCs and FQHCs, no CCBHC is offering dental care. Dental care has been overlooked concerning its impact on overall health. There is a connection between dental care and heart health. Dental care also improves health by providing the means for persons to be able to eat a broad diet of foods that is impossible with missing or infected teeth. Dental care is also essential for self-esteem. Having a smile with a full set of healthy teeth really makes the difference for many people.

Decrease Cost: Because of the connection between dental care and overall health, having access to adequate dental care reduces adverse medical conditions. Pain management is considered a strong precursor to opioid addiction. Swollen gums and rotting

teeth are ripe conditions to lead to the abuse of pain medication and ultimately to opioid addictions. Dental care is a critical dimension of preventive care which would save the individual and the state a lot of money.

Client Satisfaction: We believe that the more we can provide people, the greater their satisfaction will be with our services.

Item 13: **Array of Hope:** CREOKS is proud of the work it has done in developing the first truly integrated co-occurring IDD/neurodiverse and SED wraparound program in the state. In partnership with the George Kaiser Family Foundation and its BEST project, CREOKS would be pleased to make its integrated care team available to the Tulsa Community at large on a much larger scale than it is doing now. Becoming a CCBHC would allow this.

Impact:

Service: We are not aware of any provider in the state or perhaps any state, that has a Wraparound program with an integrated team that includes Physical Therapy, Occupational Therapy, Speech Language, Dietician, Licensed Health Psychologist, and a Community Educator.

Quality: Integrated care teams are always the preferred option to stitching together a group of different providers. The Array of Hope has interdisciplinary team meetings chaired by a Licensed Health Service Psychologist. CREOKS hopes to set the standard for co-occurring IDD/neurodiversity and SED/SMI.

Decrease Costs: CREOKS offers Physical Therapy, Speech Language, Dietician, and psychological services at no charge to the ODMHSAS. Behavioral Health and IDD Services have collectively struggled with adequately addressing the integrated care needs of both populations. What often results are people shuffled back and forth between both programs with neither adequately addressing the integrated care needs. This leads to protracted, duplicative, and expensive treatments that get one halfway there but never quite to optimal health. Such an integrated team will lead to more effective treatment and reduced costs.

Client Satisfaction: The families that we are currently serving are extremely pleased with this option. Needed services are conveniently accessed.

Time: This will cut down the time to get the specialty care of Physical Therapy, Occupational Therapy, Speech Language, and Dietician from different providers.

Item 14: **Psychological Testing:** To our knowledge, no other CCBHC offers psychological testing. If awarded a CCBHC contract, CREOKS could make psychological testing available on a broader scale to the Tulsa Community. Psychological testing is not a CCBHC service and is provided at no cost to the ODMHSAS.

Impact:

Service: One of the biggest challenges faced by school-aged children is the scarcity of psychological testing. In Tulsa County alone, Tulsa Public Schools tells us that wait times are easily 6 months. The fact that CREOKS can offer this service and free of charge for those without a payor source is huge! CREOKS has had a licensed health service psychologist on staff for the last 2 years. Dr. Heather Gilliam, Psy.D., is a respected Tulsa area psychologist with more than 10 years experience.

Quality: The availability of psychological testing means that CREOKS can support children and adults to get the services they need. Dr. Gilliam is available for consultation by staff, especially in the case of neurodiversity and eating disorders. This helps staff provide a higher quality service. We do wish to mention that Dr. Gilliam is a field education supervisor for Ph.D. candidates at Tulsa University. These candidates assist with testing. Dr. Gilliam was recognized by Tulsa University this past academic year as being the field site supervisor of the year.

Decrease Costs: Access to testing means persons can get needed services. Those without adequate treatment can lead to crisis and inpatient utilization as well as incarceration.

Customer Satisfaction: Access to testing is an outstanding resource for our families. They are so grateful that we can help them with something so challenging. We have a specially designed testing area in Tulsa that allows for parental observation and participation.

Time: Having our own psychologist reduces the wait time for children to get testing. It also makes testing possible for those who don't have Medicaid or any other means of payment.

Item 15: **Functional Family Therapy Team:** CREOKS has a Functional Family Therapy Team that is paid for by SAMHSA as well as Ascension St. Johns. This team provides this evidence-based practice for adolescents and their families involved in the juvenile justice system. This team will not be attributed to CCBHC because it is funded by SAMHSA grant funds for the next 3 years.

Impact:

Service: The Oklahoma Appleseed Center for Law and Justice approached CREOKS last summer to join with them in an Ascension St. John's grant to partner with the Tulsa Public Defender's Docket and the Tulsa Juvenile Bureau to serve adolescents with substance use challenges and are justice involved. CREOKS is currently the only CCBHC in the state that offers Functional Family Therapy. Functional Family Therapy is an evidence-based, team-based, family-centered model. FFT has been shown to be effective in reducing substance use, depression, ADHD, conduct disorders, and delinquency among adolescents.

Decrease Costs: CREOKS will provide these services at no charge to the ODMHSAS. These therapists are paid through a SAMHSA CCBHC-IA grant for a little over three more years. It's efficacy in reducing delinquency and behavioral conditions will save the state funds in curtailing imprisonment and prolonged treatment. The Tulsa Public Defender's Docket, the Tulsa Juvenile Bureau, and the Appleseed Center are partnering with CREOKS to offer FFT as an alternative to incarceration.

Quality: CREOKS staff are involved in a three-year training program provided by Functional Family Therapy, LLC, the developers of FFT. CREOKS must collect and report outcome data to FFT and ensure that it meets fidelity.

Client Satisfaction: The Office of Juvenile Affairs, the Juvenile Bureau of Tulsa, and the Appleseed Center are partnering to offer this treatment as an alternative to incarceration. We believe that this most certainly will translate into client satisfaction.

Item 16: **Problematic Sexual Behavior-CBT:** The Department of Human Services reached out to CREOKS two years ago to help them address the impact of COVID on Enhanced Foster Care. The number of children requiring Enhanced Foster Care increased 500% during COVID due to families being quarantined. There was a particularly disastrous trend of problematic sexual behavior. CREOKS is the only CCBHC provider in Oklahoma that has staff being trained in both the Adolescent and School-Aged models. OU is training Crystal Fessler, LPC with CREOKS to be certified to train other staff in this EBP.

Impact:

Service: As a CCBHC, CREOKS could offer individual, group, and an intensive outpatient intensity of the service to many more children than it currently can. CREOKS has 6 therapists in the Tulsa area trained in this model.

Client Satisfaction: This program makes a huge difference for families. Once a child/adolescent graduates from this therapy, this tends to lead to the completion of DHS involvement.

Decrease Costs: DHS tells us that problematic sexual behavior is one of the leading causes of Enhanced Foster Care placement. Being able to effectively treat children could do much to reduce the costs of Enhanced Foster Care and the trauma not only of problematic sexual behavior but also out of home placement.

Quality: Our PSB-CBT team are receiving intensive coaching in training in both models by the founders of this method. We believe that we will provide this service beyond the basic requirements of fidelity.

Item 17: **Family Care Plan Coordination:** CREOKS is a state leader in Family Care Plan Coordination and has been providing this for five years. CREOKS worked with the ODMHSAS to create the Family Care Plan Toolkit. We have three dedicated Family Care Plan Coordinators, each having 6 counties.

Impact:

Service: Tulsa really needs its own Family Care Plan Coordinator. There is a lot of outreach we have not been able to do and can reach more families.

Quality: Our OFFP program has been a model for the state as well as our work with Family Care Plans. Our work not only reflects the standards but is setting them.

Client Satisfaction: Parents are extremely grateful. In about 90% of the situations, the fact that the family has a Family Care Plan makes the difference in newborns staying with their family or being taken into custody.

Item 18: Eating Disorder Treatment: CREOKS will be launching an outpatient eating disorder team. This team will consist of a dietician, therapists trained in eating disorder evidence-based approaches, and supervised by a state expert on eating disorder.

Impact:

Service: Regrettably, eating disorder is the “privilege” of the wealthy. This to say that for persons without insurance or on Medicaid, eating disorder is much more of a death sentence. Effective eating disorder treatment often requires inpatient treatment and a dietician. There is no inpatient care in Oklahoma for persons with eating disorder who have either Medicaid or no insurance. State supported behavioral health providers do not have programs even on an outpatient basis to address eating disorder. This means that people who need care aren’t getting it.

Quality: CREOKS has a dietician who has extensive eating disorder experience as well as Dr. Heather Gilliam, Psy.D. who has worked with eating disorder at Laureate Hospital for over 10 years. She was the lead clinician for the adolescent unit at Laureate. This allows CREOKS to actively address eating disorder with a great deal of confidence in the responsible care of persons with eating disorder. Our dietician is training all our clinic nurses on the dietary side of eating disorder and therapists will be given training on best practice and addressing eating disorder. Dr. Gilliam will be available for consult. We believe this will allow CREOKS to provide a quality of care far above what is currently available to persons without insurance or having Medicaid.

Decrease Cost: Persons with eating disorders use emergency rooms, get hospitalized, and die. It is truly a fatal disease.

Item 19: Animal Assisted Therapy: CREOKS will provide animal assisted therapy in our Yale Tulsa clinic.

Impact:

Service: Dr. Gilliam is also an authority on animal assisted therapy. We are training staff and animals and will launch animal assisted therapy (household pets) out of our Tulsa Yale Avenue clinic.

Quality: Animal assisted therapy has been shown to increase the efficacy of bonding, rapport, and treatment engagement.

Decreased Cost: This service is offered to the ODMHSAS at no added cost. We believe anything that improves the efficacy of therapy and reduces of trauma results in a reduction in crisis service usage, hospitalization, incarceration, and death.

Client Satisfaction: This is very popular with our children and increases engagement in services for persons who have social anxiety and interpersonal relationship challenges.

Item 20: Equine Therapy: CREOKS will make Equine Therapy available to persons in Tulsa County.

Impact:

Service: Equine Therapy is considered a promising practice for those suffering from trauma. We have staff trained in Equine Therapy and offer that in the adjacent county of Wagoner. Our facility is within commuting distance of Tulsa County. This program has been extremely popular among adults and youth, and we have several groups we offer through the week.

Quality: This therapy akin to animal assisted therapy increases bonding, rapport, and treatment engagement. CREOKS has three teams of staff who are either certified in Equine Therapy or are in training to meet certification. Our program is overseen by Dr. Sharolyn Wallace, LCSW who is certified in Equine Therapy.

Decreased Cost: Anything that improves the efficacy of therapy and reduces of trauma results in a reduction in crisis service usage, hospitalization, incarceration, and death.

Client Satisfaction: This is very popular. It is effective in engaging persons in treatment, particularly those who have not been receptive to traditional “talk therapy.”

Item 21: Online School Support: CREOKS is the designated provider for EPIC Public Schools. EPIC is the largest in the state. Last year we had 897 referrals from EPIC. Online school is becoming a viable option for students who have special needs that a school system cannot meet, or it is the choice of the family. CREOKS uses this resource to provide additional options to families as needed. When we are supporting someone local to our catchment area, we can pair a Wraparound Team and establish a

Impact:

Service: EPIC and other online schools have traditionally only been able to provide therapy. CREOKS provides the entire gamut of services to students assessed to need those. We also work with EPIC as we would with any other school system. This is particularly important when the online school option is chosen because local school districts do not have the resources to attend to children with special needs.

Quality: We replaced a small behavioral health company as the EPIC provider. They could not meet the demand nor provide the quality and array of services CREOKS does.

Client Satisfaction: Families, students, and administrators are very satisfied- hence the large number of referrals.

Item 22: **Community and Coalition Development:** CREOKS has had an Advisory Board to its Board of Directors for over 10 years consisting of Tulsa Leaders to support CREOKS in community and coalition development to advance behavioral health and community connections in Tulsa. It has membership from the MHAOK, Tulsa Housing Authority, Parkside, NSU, Tulsa Food Bank, Shining Honor, and TU. CREOKS will be developing a N. Tulsa Community Team for Children's Behavioral Health as well as an adult Community Team for Adult's Justice Involved. All will be available to advance behavioral health in Tulsa and beyond.

Impact:

Service: Social capital is essential in a public health approach to behavioral health care to work for prevention, promote recovery, and improve community and natural supports. These coalitions and community building multiply the effectiveness of the entire community through the achievement of synergy.

Quality: This produces more opportunities for support and sustained recovery.

Item 23: **Behavioral Health Advocacy:** CREOKS is the only CCBHC that is a member of the three behavioral health advocacy organizations in the State (Alliance Mental Health Providers of Oklahoma, Oklahoma Behavioral Health Association, Patient Care Network of Oklahoma). CREOKS also has representation on the board of two of the managed care companies and on the clinical committee of the third.

Impact:

Service: CREOKS works to advance behavioral health for the state as well as the communities that it is specifically responsible for.

Quality: This protects needed services and promotes quality.

Item 24: **CREOKS Scholarships:** In our CCBHC counties, CREOKS awards scholarships to High School Seniors. CREOKS believes that education creates important opportunities for a person's future. This is offered to three school seniors in each of our counties that are enrolled in CREOKS services.

Impact:

Service: This helps students to achieve their educational and career goals.

Quality: This gives hope for high school seniors, keeps them engaged in service, recognizes their achievement, and builds self-esteem. This leads to improved outcomes and future success.

Client Satisfaction: Participants appreciate being valued.

Item 25: **Spanish Language Institute:** CREOKS is creating ways to address the lack of bilingual behavioral health staff. It has started a Spanish Language Institute. Staff can enroll in this one-year course that is taught by Tayrin Saldivar, LPC-S. She is our Bilingual Multicultural Directors. Staff are taught conversational Spanish to provide behavioral health services.

Impact:

Service: This creates a CREOKS workforce able to better engage with the Spanish speaking community.

Quality: Services and supports can't be effectively provided if there is a significant communication barrier.

Client Satisfaction: Our Spanish speaking participants have a much better experience than working through an interpreter. They also appreciate the effort we are making to not only be linguistically but also culturally competent.

Item 26: **Workforce Development for Oklahoma & Tulsa:** CREOKS has the largest internship program in community behavioral health in Oklahoma. On the following page is a list of the 46 institutions that we had students from in the last 12 months. Each semester we have between 50 and 75 Master level clinician interns.

Impact:

Service: CREOKS is contributing to the workforce of Oklahomans and keeping them in Oklahoma.

Quality: We believe we provide an outstanding placement for students and prepare future behavioral health leaders as well as equip clinicians with the skills and experience to deliver exceptional care to the most vulnerable.

CREOKS CCBHC Termination Notice with Contract attached

Final Audit Report

2025-04-10

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