

OPIOID ABATEMENT GRANT SUBCONTRACTOR AGREEMENT

This Agreement is a contract, made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Virtue Center, a not for profit corporation, hereinafter called "Subcontractor."

WITNESSETH:

WHEREAS, the State of Oklahoma (the "State"), by and through the Office of the Attorney General and the Oklahoma Opioid Abatement Board (the "OAB"), has allocated to the City a grant award of \$190,000 pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (the "Act") for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner within the political subdivision (the "Grant"); and

WHEREAS, the Act outlines the approved purposes for which the City may expend the grant funds and the State, on June 4, 2024, has approved the City's Opioid Abatement Project (the "Project") as confirming with such approved purposes; and

WHEREAS, the State has permitted the City to utilize a partner/subcontractor to assist in the execution of the Project; and

WHEREAS, the City, after soliciting a Request for Proposal (RFP-2324-49), selected the Subcontractor as its partner for the Project; and

WHEREAS, the City and Subcontractor desire to enter into this Agreement so that the City and Subcontractor may carry out the Project to further the purposes of the Grant.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. TERM:

- A) This Agreement shall commence on the Effective Date and will remain in effect until either the date of Project completion or June 30, 2026, whichever is first, unless otherwise terminated pursuant to the terms of this Agreement.
- B) Upon expiration or termination of this Agreement, Subcontractor shall promptly return any funds received under this Agreement that are not expended on valid Project costs and provide closeout documents showing proof of completion of the terms of this Agreement to the City.
- C) Subcontractor agrees to provide any additional information to the City, as may be required by the State, after the expiration or termination of this Agreement for the purpose of showing completion and results of the Project.

2. OPIOID ABATEMENT PROJECT: The Project is the proposal that was submitted to and

approved by the State on June 4, 2024, attached and incorporated hereto as Exhibit A – Project Description and Implementation Plan.

3. GRANT FUNDS:

- A) Subcontractor agrees and understands that the grant funds will be distributed from the State to the City on an annual basis and in quarterly installments, and such funds are made available only as authorized by the Act and the terms of the Agreement between the City and the State, attached and incorporated hereto as Exhibit C – FY 2024 Opioid Abatement Grant Award Agreement.
- B) Subcontractor agrees and understands that the City will only provide funding for budgeted Project costs incurred after the Effective Date and prior to either the date of completion of the Project or June 30, 2026, whichever is first.
- C) The City shall disburse the grant funds to Subcontractor only after it has received the respective \$47,500 quarterly installment from the State. The City shall disburse such quarterly installment to Subcontractor as follows:
 - i. The City will distribute the first \$15,833.33 monthly installment immediately following the Effective Date, thereafter, each \$15,833.33 monthly installment shall be provided on the last day of each respective month.
- D) Subcontractor understands that any funds not fully spent by the expiration or earlier termination of this Agreement shall be subject to return to the State, unless granted an extension by the State.
- E) Subcontractor understands and agrees that funds may only be used as defined in the Project and thereby only in compliance with Oklahoma Statutes and OAB issued regulations and guidance regarding the Grant. Subcontractor agrees to repay the City for any expenditures for non-approved purposes, as may be determined by the OAB and requested by the State. In the event of any non-compliance, Subcontractor consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.
- F) Subcontractor shall not use staff, equipment, or other goods and services paid for with grant funds for any work or activities not described in the Project.

4. SUBCONTRACTOR PERFORMANCE:

- A) Subcontractor agrees to perform the duties and obligations, and carry out the objectives of the Project as described in Exhibit A – Project Description and Implementation Plan. Subcontractor agrees that it will provide to City, upon request, any documentation, information or status updates concerning the progress, status or results of the Project or for assessing compliance with Grant requirements.
- B) Subcontractor agrees that, in addition to the terms of this Agreement, it will conform its performance to any additional obligations contained in Exhibit C – FY 2024 Opioid

Abatement Grant Award Agreement, as applicable.

- C) Subcontractor agrees that its performance of the Project shall adhere to the approved Project budget, attached and incorporated hereto as Exhibit B – Project Budget.
- D) Subcontractor shall commence performance of the Project within thirty (30) days from the date of receipt of the first monthly installment of grant funds.
- E) Subcontractor shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person’s ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Subcontractor shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services.
- F) Subcontractor has full responsibility for the payment of Workers’ Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- G) Subcontractor agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Subcontractor found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.

5. RECORDS AND REPORTING:

- A) Subcontractor agrees to provide quarterly reports to the City to comply with the Act’s OAB oversight requirements. Quarters run by calendar year and quarterly reports are due to the City pursuant to the table below. Further, Subcontractor agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Subcontractor making regular and special reports regarding the activities of the Subcontractor, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report Due
First Quarter: January 1 – March 30	April 29
Second Quarter: April 1 – June 30	July 30
Third Quarter: July 1 – September 30	October 30

Fourth Quarter: October 1 – December 31	January 30
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- B) The first report shall be due October 30, 2024. The reporting period shall commence on the date of receipt of the first monthly installment of funds. The report shall be consistent with OAB rules and shall include, but not be limited to:
- a. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - b. An explanation of what was funded under subsection “a” above;
 - c. The remaining balance of the funds provided under this Agreement;
 - d. An explanation of measurement and evaluation tools used to track progress and results;
 - e. An explanation of any observed change in opioid rates or trends because of this project;
 - f. Programmatic performance measures; and
 - g. A brief narrative of the results, successes, and other observations from this reporting period.
- C) Subcontractor shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this Grant for seven (7) years after final payment. All records must properly account for all Project funds and activities associated with the Grant. Subcontractor shall also keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement. Subcontractor shall make these records available to the City upon request.
- D) Subcontractor acknowledges and agrees that it will comply with the State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the Project funds for purpose of audit and examination, at Subcontractor’s premises during normal business hours and Subcontractor agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Subcontractor agrees to retain these records 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 period, whichever is later.
- E) Subcontractor hereby agrees to comply with all reporting and auditing requirements related to this Grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from

litigation.

F) Subcontractor agrees to provide a copy of the Subcontractor's audited financial statements for the fiscal year that covers the grant award to the City so it may provide such copy to the OAB.

G) This Section 5 shall survive the expiration or termination of this Agreement.

6. INDEMNIFICATION: The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Subcontractor agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subcontractor, its officers, directors, employees, and/or agents relating to the Subcontractor's performance or failure to perform under this Agreement. Further, the City shall not be liable or responsible to Subcontractor for any loss or damage to any property or person occasioned by a third party. This Section 6 shall survive the expiration or termination of this Agreement.

7. TERMINATION:

A) *For Cause:* This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The defaulting party shall have sixty (60) days after written notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.

B) *For Convenience:* The City may terminate this Agreement for any reason upon thirty (30) days written notice to Subcontractor.

C) In the event of termination, and in conformance with Section 1(B), Subcontractor shall be entitled to funds for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. Termination of the Agreement shall not relieve the Subcontractor of liability for claims arising under the Agreement.

8. NOTICE: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

City of Norman
Attn: Darrel Pyle, City Manager
P.O. Box 370
Norman, OK 73070

With a copy to:

City of Norman
Attn: Rick Knighton, Interim City Attorney
P.O. Box 370
Norman, OK 73070

Subcontractor:

The Virtue Center
Attn: Teresa Collado
P.O. Box 730
Norman, OK 73070

9. MISCELLANEOUS:

- A) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- E) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- F) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
- G) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing,

signed by each of the parties hereto.

- H) *Assignment*: Subcontractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
- I) *Conflict of Interest*: The Subcontractor certifies that no officials or employees of the parties have any personal interest, direct or indirect, in the Project or Grant which would give rise to a conflict of interest, and that none shall acquire any such interest during the Term.
- J) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
- K) *Nondiscrimination*: Subcontractor agrees further that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Fair Housing Act and the Oklahoma Central Purchasing Act; and that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
- L) *Non-Collusion*: Subcontractor certifies that it has not offered or received any kickbacks or inducements from the City, the State, or any other grant recipient under the Act in connection with or to submit for the Project or Grant, and that it has not conferred on any public employee having official responsibility for the Project or Grant any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- M) *Compliance with Laws, Guidelines; False Statements*:
- i. Subcontractor shall comply with all federal, state, and local, laws, rules, and regulations, including but not limited to the requirements set forth in Section 14 of Exhibit C – FY 2024 Opioid Abatement Grant Award Agreement.
 - ii. Subcontractor understands that knowingly making a false statement or claims in connection with the Grant and as a part of any investigation by the State is a violation of law and may result in criminal and other sanctions.
- N) *Background Checks*: Prior to the commencement of any services, Subcontractor shall obtain national criminal history background checks and criminal history investigations of its employees who will be providing services. In no instance shall a potential employee have access to facilities, data and information prior to completion of

background verification acceptable to the parties.

- O) *Publications*: Because any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma, any publication produced with funds from the Grant must display the following language: "This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board."; and the Oklahoma Attorney General shall have the authority to publish, disclose, distribute or otherwise use any materials prepared under this Agreement.

In Witness Whereof, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

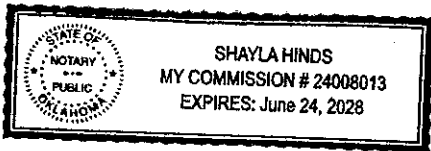
SUBCONTRACTOR

BY: *Teresa Collado*
 Title: *Executive Director*

ACKNOWLEDGEMENT

STATE OF *Oklahoma*)
 COUNTY OF *Cleveland*) ss:

Before me, a Notary Public in and for the State of *OK*, on this *11* day of *July*, 2024, personally appeared *Teresa Collado*, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.



Shayla Hinds
 NOTARY PUBLIC

My Commission No. *24008013* Expires: *06/24/2028* [SEAL]

CITY OF NORMAN

APPROVED this _____ day of _____, 2024 by the Norman City Council.

 Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

City Attorney



EXHIBIT A

a place of help and hope for people facing addiction and mental health challenges

PROJECT DESCRIPTION

The Virtue Center proposes to discourage and prevent opioid use and dependency as well as lower opioid deaths in Norman and prevent them from occurring through a multi-strategic approach: Education, Harm Reduction, Evidence-Based Treatment and Recovery Support.

As a non-profit outpatient treatment center that provides help and hope for people facing addiction and mental health challenges, we are proposing to assist in this effort by:

- Initiating a free education and awareness program for approximately 500 community members and leaders at large annually.
- Expanding outpatient treatment services by providing specialized treatment for adolescents and adults whose primary addiction is opiates. We expect to serve approximately 100 people who complete their treatment plan.
- Supplementing outpatient treatment services by training therapists in evidenced-based treatment modalities to provide additional options for treatment for substance use disorders and mental health disorders. Five therapists will be trained in Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy (DBT). The Virtue Center provides services to more than 1,000 people annually.

EDUCATION

The free education program will be open to the community to provide vital information about opioid use and dependency; how it impacts the individual as well as the community; the role of fentanyl in the problem; and prevention and intervention solutions. We will provide the program at least once per month to reach approximately 500 community members and leaders annually. Incentives such as food and gift cards will be utilized to engage participation. The program will be provided on-site at our agency and through other sites around Norman to encourage participation and reduce barriers. The Virtue Center will participate in health fairs, festivals, and other community events to distribute information, Naloxone and Fentanyl testing strips. A social media campaign will be developed and implemented.

It is also important that we educate all our clients regarding Fentanyl. While Fentanyl may not be the person's primary drug of choice, they are at risk to exposure as this substance is being mixed in with other drugs by drug dealers and suppliers. Recently, we had a heartbroken client whose father passed away from an overdose of Fentanyl. He had not purposely used Fentanyl, but it was mixed in with his primary drug of choice. The Virtue Center will provide a specific education regarding opiates to all its clients.

EVIDENCE-BASED TREATMENT/RECOVERY SUPPORT AND HARM REDUCTION



United Way of Norman



The expansion of outpatient treatment services for specialized treatment for opiates will entail the development of a treatment plan specific to opiate addiction to include individual therapy, group therapy, family therapy, education, peer recovery support and case management. It is crucial to include Medicaid Assisted Treatment (MAT) as part of a comprehensive treatment plan. We partnered with the OSU National Center for Wellness and Recovery to provide virtual services until last fall and currently have a business agreement to bring the program back on site. In addition, we have a partnership with OU Health Sciences for their internship program for Nurse Practitioners who are attaining their behavioral health certification. The funding will let us treat opiate use more comprehensively. On-going clinical training is critical to be able to provide the best possible services. Opioid use disorders encompass numerous social, biological, and psychological factors. Due to this complexity— and the natural complexity of all human beings— fully understanding and accounting for all these factors in an overdose prevention effort is a significant challenge. Use of evidenced-based modalities such as CBT and DBT allows treatment providers to meet people where they are, which emphasizes compassion and a non-judgmental approach towards those in crisis. We also acknowledge that people are in different stages of their addiction and behaviors change. Although one may not be ready or unable to be in total abstinence, it may be feasible and beneficial to learn and practice harm reduction which results in reducing the spread of infectious disease, lowering overdose risk, and improving overall physical or mental health. Focusing on behavioral change with CBT and DBT modalities to practice these measures are desirable and necessary. Current outpatient treatment services will be supplemented by providing training and certification in evidence-based treatment modalities for our therapists.

1. Requested Amount of Funding:

The Virtue Center is requesting \$190,000.

2. Description of Anticipated Effect of Program in Norman, including how it might enhance already ongoing efforts to address opioid use.

Awareness and education are key factors in addressing opioid use. By creating a community wide effort to understand opiate addiction; the consequences including death; treatment options and other solutions, the partnered efforts are strengthened to reduce deaths. Knowledge is power and is a prevention strategy.



The awareness and distribution of Naloxone and Fentanyl testing strips and harm reduction effort are critical. The administration of Naloxone when someone has overdosed gives them the chance to survive and get medical assistance so that they can live to get the treatment help needed for their disease. Unfortunately, we believe Naloxone should be in everyone's first aid kit.

Expanding evidence-based treatment service to provide specialized treatment for opiate disorders is a crucial aspect of resolving this devastating issue. By treating the disease with quality services and cutting-edge treatment modalities, lives are saved. Beyond that, lives are transformed, and people become who they truly are and who they are meant to be which are productive, healthy citizens in our community. While opiate disorder can be in remission, addiction is a chronic disease so continued support in the community and through aftercare treatment services, people will succeed in their recovery.

3. Approved Purpose – Please indicate which approved purpose the program or service will be fulfilling.

The Virtue Center programs and services will be fulfilling the following approved purposes:

- expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- develop, promote and provide evidence-based opioid use prevention strategies,
- provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- support recovery from addiction services performed by qualified and appropriately licensed providers,
- treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- support individuals in treatment and recovery from opioid use, abuse and disorder, provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,
- address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including pre-arrest and post-arrest diversion programs, pretrial services and drug or recovery courts,



address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,

- support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,
- support education of youths regarding the dangers of opioid use, abuse and addiction,
- fund training relative to any approved purpose.

4. Use of Funds – Please identify what portion of the fund will be for indirect costs, including expenses of doing business that are not readily identified with a particular activity, but are necessary for the general operation and performance of the project.

The Virtue Center has budgeted 4.5% of the funds to be used towards indirect costs. The indirect costs will cover a small portion of the executive director, chief operations officer, and development director. The positions provide oversight of the grant and marketing, accounting/payroll, and supervision of key staff members. The indirect costs cover a portion of our customer relations manager who answers the phone, schedules appointments, and handles other customer-related tasks. In addition, the indirect costs cover a portion of building maintenance and repairs.

5. Budget – Please attach a budget with line-item details.

Budget is attached below.

6. Timelines and Benchmarks – Please provide a timeline for completing the proposed project and any benchmarks or interim goals used to measure progress.

Month 1: Social Media Campaign is developed and implemented. Planning and marketing begin for monthly education series. Specialty programs are developed and marketed.

Month 2: Initial Education series is conducted, and sessions are set for the year. Specialty program is implemented. Data is collected from participants.



Month 3-Month 12: Services and monthly education continues. Data continues to be collected, and outcome measures are reviewed quarterly.

Month 13: The results of outcome measures are put in a final report for the year and shared with partners and the community.

7. List of key staff who will be responsible for the project and what role each staff person will play and their experience. Resumes of key staff should be attached.

Connie Branch is the Clinical Director and will provide oversight over the clinical programs. Connie will provide direct supervision of the Program Director. She will also provide services. Connie is a Licensed Alcohol/Drug Counselor with a specialty in Mental Health (LADC/MH). She has been with The Virtue Center for 10 years.

Alayna Smith is the Program Director with a specialty in family and serves as our domestic violence liaison. She will provide direct supervision of case managers and therapists and services. Alayna is a Licensed Professional Counselor (LPC) and has been with The Virtue Center for 6 years.

Lori Pace is a therapist and a Licensed Professional Counselor (LPC). Lori has been with The Virtue Center for 1 ½ years but has 14 years' experience in the mental health field. She will provide direct services.

Sarah West is a therapist specializing in court treatment services and a Licensed Professional Counselor (LPC). Sarah has been with The Virtue Center for almost 7 years. She will provide direct services.

Ricki Hoover is a therapist specializing in court treatment services with a Master of Social Work (MSW). She has been with The Virtue Center for two years and will provide direct services.

All 5 clinical team members will receive specialty training.

Caleb Klusmeyer is the business development manager. He will coordinate the community education efforts. Caleb is certified as Case Manager I and a Peer Recovery Support Specialist and has been employed with The Virtue Center for 6 years. Caleb has found inspiration and passion for this work from his own 9-year recovery from opiates.



Resumes are attached below.

8. Relevant Experience with Similar Projects

Since 1972, The Virtue Center has provided quality outpatient treatment services to individuals and families struggling with substance use disorders, mental health challenges and problem gambling. We partner with many other agencies and entities to provide the most effective services. The Norman Public School District, Department of Human Services, City of Norman, Cleveland County District Attorney's office, The University of Oklahoma, Central Oklahoma Community Mental Health Center, and Cleveland County Health Department are a few of our partners. In 1975, the Oklahoma Department of Mental Health and Substance Abuse Services contracted with our agency as the first state-funded outpatient treatment center in Oklahoma.

The Virtue Center is certified with distinction and funded for outpatient substance abuse, co-occurring mental health disorders and gambling treatment services by the Oklahoma Department of Mental Health and Substance Abuse Services. In September 2023, we achieved a national accreditation for behavioral health from the oldest accrediting entity in the country, The Joint Commission.

The Virtue Center serves as a hub for distributing free Naloxone and Fentanyl testing strips for clients who use opiates, concerned family members and the community at large. The Virtue Center is a leader in Oklahoma for treatment of addiction and related mental health challenges. We continually advocate for policies to improve services for our clients while providing the best level of care for those on the journey to recovery.

Over the years, we have successfully attained grants to improve and expand services from the city, state and federal organizations. As a United Way of Norman partner agency since 1973, we are required to have outcome measures for which we have successfully met or exceeded. In working with the Oklahoma Department of Mental Health & Substance Abuse Services, the services The Virtue Center provides are required to reach certain outcome measures to maintain and attain additional funding for which we have been successful. Both partners have required us to use evidence-based programs and practices for many years.

9. Program Assessment – Please describe how you will assess the program's success.



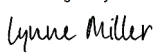
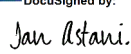


- a. The Virtue Center will administer pre and post surveys for education to measure increase in knowledge. We will track the distribution of Naloxone.
- b. The Virtue Center will administer quarterly surveys to clients in the program to determine the following:
 - i. Elimination or reduction of opiate use
 - ii. Increased understanding of the dangers of opiate use
 - iii. Improvement of coping skills
 - iv. Improvement of family relationships
 - v. Improvement in employment/school
 - vi. Improvement in making positive life changes
 - vii. Reduction in Homelessness
 - viii. Reduction in Arrests
- c. The Virtue Center will track Medication Assisted Treatment statistics through our electronic health records. This includes urine analysis tests, days of sobriety and determining goal outcomes and progress.

10. Evidence Base for Proposed Project – Projects should be classified as either “Evidence Based” or “Evidence Informed”. Definitions are provided below.

- a. • “Evidence-Based” means the project’s approach emphasizes the practical application of findings of the best available research related to the treatment of opioid-use disorders and the deterrence of opioid use.
- b. • “Evidence-Informed” means the project’s approach blends knowledge from the best available research, practice, and people experiencing the practice, as well as understanding the strengths and limitations of available research on opioid use disorders and the deterrence of opioid use.

Per Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines and Center for Disease Control and Prevention (CDC) The project will utilize Evidence-Based practices including CBT, DBT and group therapy. In addition, MAT is a vital, evidence-based component of opiate specific treatment as well as the distribution of Naloxone.

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Board President	Date
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Board Secretary	Date



POLITICAL SUBDIVISION OPIOID ABATEMENT GRANT AWARD

PROJECT IMPLEMENTATION PLAN

Using the table below, outline the individual activities associated with your proposed project. Your implementation plan will clearly define the objectives of your project narrative, identify the responsible person or partnership for each activity, detail the costs associated with each activity, establish timeframes, and specify expected results.

Name of Organization:	The City of Norman		
Contact Name: Darrel Pyle	Email: darrel.pyle@normanok.gov	Phone #: 405-366-5404	
Project Proposal Description: Administration of Political Subdivisions Opioid Abatement Grant in the City of Norman			

Objective 1: (The direct, measurable result you wish to achieve) -

Activity	Timeframe	Responsible Staff or Partnership Organization	Financial Projection	Approved Purpose	Proposed Measures
How the project will be put into action to achieve the objective (you may enter more than one activity line per objective)	Start and end dates for each specified activity	Subdivision staff or partnership organization who will be implementing each activity	Amount or percentage of grant funding that will be used for each activity	Choose the approved purpose for each activity from the drop down list	How the success of the project will be assessed in reaching the objective and the number of people expected to be served by approved purpose
Train five therapists in evidence-based treatment modalities—Cognitive Behavioral Therapy and Dialectical Behavioral Therapy	8/1/24 -9/1/24	The Virtue Center	\$20,000	s. fund training relative to any approved purpose,	1. Free monthly education series expected to serve 500 community members and leaders throughout year of service. 2. Specialty treatment programs to serve 100 individuals to completion of a treatment plan in year of service. 3. Training of therapists expands treatment availability and options for the 1,000 individuals currently served annually and provides room to increase number of individuals served. 4. 5.3% of \$190,000 budget is comprised of admin/indirect costs.
Employ staff to deliver the treatment, education, and support services	8/1/24 - 9/1/25	The Virtue Center	\$104,000	e. support recovery from addiction services performed by qualified and appropriately licensed providers	
Develop and implement educational social media campaign; plan and market monthly educational series	8/1/24 - 9/30/24	The Virtue Center	\$9,000	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education	
Develop and advertise specialty treatment programs	8/1/24 - 9/30/24	The Virtue Center	\$6,000	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Procure materials for monthly educational series and specialty treatment programs	8/1/24 - 8/31/25	The Virtue Center	\$12,500	b. develop, promote and provide evidence-based opioid use prevention strategies,	
Monthly education series sessions are held; survey data collection	9/1/24 - 8/31/25	The Virtue Center	\$23,500	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education	
Monthly specialty treatment programs are delivered; survey data collection	9/1/24 - 8/31/25	The Virtue Center	\$15,000	f. treat opioid use, abuse and disorders including early intervention screening, counseling and support	
Share final report with partners and community	By 9/30/25	The Virtue Center	N/A	c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,	

EXHIBIT B

K-2425-22

Oklahoma Opioid Abatement Grants Act Budget Template

Updated Budget - Opioid Grant Awards

Political Subdivision:

FY: 24-25

Expense	Description (Activity/Strategy)	Approved Purpose-Reference Section(s) of Act Addressed (refer to tab 4)	Target Audience	Cost	One-time Cost(s)	On-going/Annual Cost(s)	Quantity	Total Cost
Expansion of Outpatient Services and Therapist Training in Evidence Based Methods								
Salaries	Therapist	74 O.S. §30.5(1)(a-b), (e-h), (n)	Clients at risk of opioid dependence, opioid dependent clients	\$ 47,000.00		\$ 47,000.00	1	\$ 47,000.00
	Case Manager			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Nurse Practitioner (8 hrs/week) - MAT			\$ 14,000.00		\$ 14,000.00	1	\$ 14,000.00
	Fringe Cost			\$ 13,000.00		\$ 13,000.00	1	\$ 13,000.00
Materials and Other	Clinical Training			\$ 5,000.00	\$ 5,000.00		1	\$ 5,000.00
	Guest Speaker Fee			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Program Incentives			\$ 5,000.00		\$ 5,000.00	1	\$ 5,000.00
	Curriculum materials			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Marketing Outreach/Marketing materials			\$ 3,500.00		\$ 3,500.00	1	\$ 3,500.00
	Travel - Training			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Administrative/Indirect Costs	\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00		
Education and Awareness								
Salaries	Business Development Manager (8 hrs/week) - MAT/Programs	74 O.S. §30.5(1)(b-c), (n), (s)	Community members and leaders; people at risk of developing an opioid use disorder	\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Case Manager			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
Materials and Other	Clinical training			\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00
	Guest Speaker Fee			\$ 10,000.00		\$ 10,000.00	1	\$ 10,000.00
	Program Incentives			\$ 7,500.00		\$ 7,500.00	1	\$ 7,500.00
	Food and Drink for Event Days			\$ 6,000.00		\$ 6,000.00	1	\$ 6,000.00
	Curriculum materials			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Narcan and Fentanyl Strips			\$ 2,500.00		\$ 2,500.00	1	\$ 2,500.00
	Marketing Outreach/Marketing materials			\$ 6,500.00		\$ 6,500.00	1	\$ 6,500.00
	Travel - Training			\$ 2,500.00	\$ 2,500.00		1	\$ 2,500.00
	Administrative/Indirect Costs	\$ 7,500.00		\$ 7,500.00	1	\$ 7,500.00		
								\$ 190,000.00

EXHIBIT C



FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Norman (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

1. AMOUNT AND PURPOSE OF FUNDS

The State is providing \$190,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not comingle the funds with any other of Recipient’s funds.

- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. the Notice of Award
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix "B" (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.

- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation

notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are 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 Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, 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 Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;

- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement 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.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records 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 period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
 - iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

17. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (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 Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, 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.

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 Recipient 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 Recipient or its employees, agents, or subcontractors.

18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, 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, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient 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.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.

- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols
Title: Opioid Response and Grants Coordinator
Phone Number: (405) 522-3314
Email: jill.nichols@oag.ok.gov

26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the _____ day of _____, 2024.

X _____
[Recipient]

X _____
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Notice of Award

APPENDIX B –Budget

The Recipient is required to complete a budget outline for the funds awarded under the terms of this Agreement and attach as Appendix B.

Appendix B must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this Agreement and incorporated into the terms and requirements of this Agreement.

Funding is provided solely for the purposes in Appendix B and shall be spent solely on items in Appendix B.