



# **OKLAHOMA OPIOID ABATEMENT BOARD**

*Special Meeting*  
*Wednesday, December 20, 2023,*  
*3:30 p.m.*



**Opioid Abatement Board**  
**Attorney General Gentner Drummond**

Special Meeting  
Wednesday, December 20, 2023, 3:30 p.m.  
Oklahoma Office of the Attorney General  
313 NE 21st St., Oklahoma City, OK 73105

**AGENDA**

*To the extent not otherwise provided below, the Board may, at its discretion, discuss or change the sequence of any agenda item. Possible action includes, but is not limited to, approval, authorization, adoption, rejection, denial, amendment, taking no action, or tabling the item for disposition at a later date or time.*

- I. **Call to Order, welcome, and opening remarks**– Attorney General Gentner Drummond
- II. **Roll Call, recognition of quorum, and statement of compliance with the Open Meeting Act** – Thomas Schneider
- III. **Recognition of guests** – AG Drummond
- IV. **Review, discussion, and possible action regarding the minutes of the December 6, 2023 meeting** – AG Drummond
- V. **Review, discussion, and possible action on the following grant documents:**
  - A. Opioid abatement grant award application,
  - B. Opioid abatement grant award agreement,
  - C. Frequently asked questions (FAQs).

Thomas Schneider
- VI. **Review, discussion, and possible action on the following administrative rulemaking documents:**
  - A. Emergency rules,
  - B. Rule impact statement for emergency rules,
  - C. Notice of rulemaking intent for proposed permanent rules, and

Thomas Schneider

- VII. **Review, discussion, and possible action on proposed timeline for opioid grant rollout** – Thomas Schneider
  
- VIII. **Review, discussion, and possible action on the approval of settlement distributions for participating non-litigating political subdivisions from the Opioid Distributors Settlement with AmerisourceBergen, Cardinal Health, and McKesson Corp.** – Thomas Schneider
  
- IX. **Adjourn** – AG Drummond



Oklahoma Opioid Abatement Board  
Attorney General Gentner Drummond

RECOMMENDED MOTIONS

**To the extent that there are revisions to a document, it is recommended that you include “as amended without objection” in your motion or by actually listing the amendment(s) in such a manner as, “subject to the following revisions: . . . .”**

**Agenda Item 4**

*I move to approve the minutes as published to the Board for the December 6, 2023 special meeting.*

**Agenda Item 5A**

*I move to approve the opioid abatement grant award application.*

- or -

*I move to approve the opioid abatement grant award application subject to the following changes:*

*On page \_\_, change . . .*

*On page \_\_, change . . .*

**Agenda Item 5B**

*I move approve the opioid abatement award agreement.*

**Agenda Item 5C**

*I move to approve the publication of frequently asked questions as presented and to further authorize OAG staff to make necessary amendments as they deem necessary or appropriate.*

**Agenda Item 6A**

*I move to **adopt** the Emergency Rules as presented.*

- or -

*I move to **adopt** the opioid abatement grant award application subject to the following changes:*

*On page \_\_, change . . .*

*On page \_\_, change . . .*

**Agenda Item 6B**

*I move to approve the rule impact statement for the emergency rules as presented.*

**Agenda Item 6C**

*I move to approve the previously adopted emergency rules as proposed permanent rules and to submit a notice of rulemaking intent.*

**Agenda Item 7**

*I move to approve the timeline for the opioid grant rollout as presented.*

- or -

*I move to approve the timeline for the opioid grant rollout subject to the following changes:*

*Revision 1. . . .*

**Agenda Item 8**

*I move to approve payment distributions for participating, non-litigating subdivisions for the opioid distributors settlement using the “Eighteenth-per-year Payout Schedule for NLPS” as presented.*

**Agenda Item 9**

*I move to adjourn the meeting.*

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*Unbound documents:*

Meeting Agenda

Recommended motions

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Oklahoma Opioid Abatement Board  
*Minutes of the Special Meeting*  
Wednesday, December 6, 2023

The Oklahoma Opioid Abatement Board held a special meeting on Wednesday, December 6, 2023, at 3:00 p.m., located at the State Board of Pharmacy, 2920 N. Lincoln Blvd., Oklahoma City, Oklahoma 73105. OAG staff provided proper notice of the special meeting, as required under the Open Meeting Act, 25 O.S.2021, § 311, to the Secretary of State on November 28, 2023. OAG staff posted the agenda no less than twenty-four hours in advance of the public meeting in prominent public view at the Office of the Attorney General and ensured that the same was posted at the State Board of Pharmacy.

Attorney General Gentner Drummond called the meeting to order at 3:00 p.m.

Mr. Thomas R. Schneider called roll and recognized a quorum. At the time of calling roll, the following Board members were present:

AG Gentner Drummond	Mr. Scott Martin
Mr. Josh Cantwell	Ms. Sarah McFadden
Dr. Kelly Dunn	Ms. Lori Parish
Mr. Mike Hoskins	Dr. Leroy Young

Member Dr. Atula Walia was not in attendance.

Mr. Schneider noted that the meeting notice and agenda were posted in accordance with the Open Meeting Act, and a majority of members were present.

Members of the OAG staff, including Mr. Thomas R. Schneider and Ms. Carolyn Thompson, along with Mr. Terry Simonson, were present to assist the Board.

Prior to starting the business portion of the meeting, AG Drummond welcomed the two newest members of the Board: Mr. Mike Hoskins and Dr. Leroy Young. Following the introduction of the new members, AG Drummond recognized guests present at the meeting and asked them to introduce themselves.

**Agenda Item 5. Review discussion, and possible action regarding minutes from the August 23, 2023 special meeting**

The Board members reviewed the minutes from the August 23 special meeting. Without any proposed edits, Mr. Cantwell moved to approve the minutes of the August special meeting. Mr. Martin seconded the motion. The following members voted in favor of the motion:



AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish
Mr. Hoskins	

Dr. Young abstained from voting.

**Agenda Item 6. Presentation and discussion regarding the Opioid Abatement Grant application process and public guidance from the Healthy Minds Initiative.**

AG Drummond welcomed Healthy Minds Initiative, a nonprofit, to the meeting and thanked them for their presentation and gave the floor to Jessica Hawkins. Ms. Hawkins gave a presentation to the Board about the Initiative's work on a guidance document for eligible political subdivisions and how they can navigate the application process and also meet the needs of their immediate communities.

Ms. Hawkins stressed the importance of the following big picture items: adopting a timeline, developing a plan and data gathering, and matching needs with resources and partnerships.

Based on the work already undertaken, Ms. Hawkins presented seven recommendations to the Board, including:

1. "Go slow to go fast," calling for a realistic timeline to allow applicants to compile data-informed applications;
2. Standing up grant making infrastructure and personnel for both the Office of the Attorney General and applicants;
3. Adopting and deploying a grant management system;
4. Board capacity, ensuring the Board has knowledge about the scope of the problem and an understanding about the current mental health and behavioral health systems;
5. Consider using subject matter experts to assist for scoring applications;
6. Applicant and grantee capacity; and
7. [Post-grant] program evaluation.

**Agenda Item 7. Discussion and update on grant coordinator position and staffing for the Board.**

Mr. Schneider provided an update on OAG staffing for the Board. The job search has closed for the position of opioid response and grant coordinator. Mr. Schneider explained that he is currently narrowing down candidates for first round interviews and stated his hope to onboard someone by the end of January.

He also provided the Board with an update concerning his role with the Board transitioning to a new deputy general counsel coming on board at the first of January. She will strictly be in charge of legal counsel and guidance to the Board under the Act.

**Agenda Item 8. Review, discussion, and possible action on notice of intent responses**

Mr. Schneider updated the Board on the final letter of intent submissions. The Office of the Attorney General received, on behalf of the Board, two hundred and fifty-two eligible applications. This includes sixty-eight counties, sixty-nine municipalities, one hundred and two school districts, four technology school districts, seven public trusts benefiting counties, and two public trusts benefiting municipalities.<sup>1</sup>

**Item 8A. Approval on one-day late submission, based on exigent circumstances, for Western Heights Public Schools**

Dr. Young moved to approve the letter of intent for Western Heights Public Schools as a potential applicant, and Mr. Martin seconded the motion. The following members voted in favor of the motion, and none voted against the same:

AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish
Mr. Hoskins	Dr. Young

**Item 8B. Determination of eligibility of the Oklahoma State Department of Career and Technology Education.**

Mr. Martin moved to declare the State Department of Career and Technology Education ineligible as a participant, and Mr. Cantwell seconded the motion. The following members voted in favor of the motion, and none voted against the same:

AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish
Mr. Hoskins	Dr. Young

**Item 8C. Ratification of non-acceptance of notice of intent letters for: UShine; Evangelical Church of the Advent; Get Help; Home Community Center, Inc./Hope Community Services, Inc.; The Ark of Dreams Foundation; and Oklahoma Pharmacists Helping Pharmacists.**

Mr. Hoskins moved to ratify the denial of letters of intent for the entities described above, and Dr. Dunn seconded the motion. The following members voted in favor of the motion, and none voted against the same:

AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish

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<sup>1</sup> The school district in Item 8A was not included in the total. Accordingly, the total number of eligible school districts is one hundred and three after consideration and vote on Item 8A.

Mr. Hoskins

Dr. Young

**Agenda Item 9. Review, discussion, and possible action on the following: Opioid Abatement Grant Award Application, Scoring rubric for the Opioid Abatement Grant Award Application, and Opioid Abatement Grant Award Agreement.**

The Board discussed briefly the different documents. AG Drummond asked board members to take the documents home and study them to ensure that they are prepared to approve them at the next meeting. While the Board should move forward conscientiously, AG Drummond reiterated the importance of pushing the funds out so they can help with the opioid crisis.

**Agenda Item 10. Discussion on administrative rules and possible action to set special meeting before December 22, 2023**

Mr. Schneider presented on the need for rules and the impending deadline for submissions. He recommended two dates to the Board – December 13 or December 20, 2023. Following discussion, Mr. Cantwell moved to schedule a 3:30 p.m. special meeting on Wednesday, December 20, 2023, and Mr. Hoskins seconded the motion. The following members voted in favor of the motion, and none voted against the same:

AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish
Mr. Hoskins	Dr. Young

**Agenda Item 11. Legislative update for the 2024 Regular Session**

Carolyn Thompson presented on several bills that the Office of the Attorney General will pursue in the Oklahoma Legislature's upcoming 2024 regular session. One of the request bills includes changes to the Political Subdivisions Opioid Abatement Grants Act.

**Agenda Item 12. Discussion and possible action to set the date, time, and place of regularly scheduled meetings of the Opioid Abatement Board for CY 2024 as required under 25 O.S.2021, § 311(A)(1).**

January 17, 2024, <del>3:00</del> <u>1:30</u> p.m.	July 17, 2024, <del>3:00</del> <u>1:30</u> p.m.
March <del>20</del> <u>13</u> , 2024, <del>3:00</del> <u>1:30</u> p.m.	September 18, 2024, <del>3:00</del> <u>1:30</u> p.m.
May 22, 2024, <del>3:00</del> <u>1:30</u> p.m.	November 20, 2024, <del>3:00</del> <u>1:30</u> p.m.

Mr. Cantwell proposed moving the March meeting up by a week to March 13, 2024, and Dr. Dunn asked that the meetings start earlier to 1:30 p.m. Dr. Dunn moved to approved the dates and times, as amended (set forth above), and Mr. Hoskins seconded the motion. The following members voted in favor of the motion, and none voted against the same:

AG Drummond	Mr. Martin
Mr. Cantwell	Ms. McFadden
Dr. Dunn	Ms. Parish
Mr. Hoskins	Dr. Young

**Adjournment**

AG Drummond adjourned the meeting at 4:15 p.m. without objection.

**Changes to the Application**  
**(since 12/6/2023)**

1. Struck reference to the secondary point of contact and replaced with CFO contact information instead.
2. Added another field as Number 11 for subdivisions to provide information about any investigations or investigative audits.
3. Changed 12f to limit indirect costs to five (5) percent in light of settlement agreement language.
4. Renumbered all following paragraphs in light of change made in number 2.
5. Added field 16c, 16d, and 16e in number 16 to provide information about evaluating and assessing needs and how the proposed projects or abatement efforts will abate those needs.
6. To coincide with the rules, added paragraph 3 under Section III, requiring a copy of the most up-to-date version of the declaration of trust/trust indenture.



OKLAHOMA OPIOID ABATEMENT BOARD  
OFFICE OF THE ATTORNEY GENERAL  
313 NE 21st St., Oklahoma City, OK 73105

## OPIOID ABATEMENT GRANT APPLICATION

### Purpose of the Grant Awards

In 2020, the Oklahoma Legislature enacted [House Bill 4138](#), the [Political Subdivisions Opioid Abatement Grants Act](#), creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. [Section 2](#) of the Act provides the Legislature’s purpose, which is “to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions.” [74 O.S.2021, § 30.4](#). All monetary grants provided by the Opioid Abatement Board shall be considered “opioid grant awards” as defined in [74 O.S.2021, § 30.5\(6\)](#).

### Restrictions on use of Grand Award Proceeds

[Section 5](#) of the Act requires the Board to ensure that political subdivisions expend grant award proceeds for only approved purposes. Subsection 3 defines those approved purposes:

“Approved purpose” and “approved purposes” mean evidence-based, forward-looking strategies, programming and services used to:

- a. expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- b. develop, promote and provide evidence-based opioid use prevention strategies,
- c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- d. decrease the oversupply of licit and illicit opioids,
- e. support recovery from addiction services performed by qualified and appropriately licensed providers,
- f. treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- g. support individuals in treatment and recovery from opioid use, abuse and disorder,
- h. 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,
- i. 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 prearrest and postarrest diversion programs, pretrial services and drug or recovery courts,

- j. address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,
- k. address the needs of parents and caregivers caring for babies with neonatal abstinence syndrome,
- l. support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids,
- m. support efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids,
- n. 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,
- o. reimburse or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death,
- p. reimburse attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020,
- q. support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support,
- r. support education of youths regarding the dangers of opioid use, abuse and addiction,
- s. fund training relative to any approved purpose,
- t. monitor, surveil and evaluate opioid use, abuse or disorder, or
- u. provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act.

Provided that, such strategies, programming and services occurred on or after January 1, 2015.

### **Approval Process**

Completed applications will be reviewed by Office of the Attorney General (“OAG”) staff for presentation to the Opioid Abatement Board. Board members will be provided with all applications prior to any action being taken. OAG staff may also make recommendations to the Board regarding applications. The Board may invite political subdivisions to speak on behalf of their application at a Board meeting. Applications must be accompanied by a resolution or equivalent governmental action from the political subdivision authorizing the application as well as setting forth how the funds shall be used or expended.

In the event a political subdivision wishes to appeal a grant disbursement decision, the applicant may appeal in writing to the Board within twenty (20) days of notification of a grant disbursement decision. A political subdivision may appeal the denial of a grant application or the denial of a specific fund use request. The political subdivision will be allowed to present its appeal to the

Board, which shall have to power to amend or affirm the disbursement decision following the hearing. All hearings will be recorded and are not subject to further review.

## Reporting Requirements

[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. Quarters run by calendar year.

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

## Consequences for Improper Use

Additionally, Section 7 of the Act requires the Board to take immediate action if a recipient expends award proceeds on non-approved purposes. Such immediate action may include grant suspension and/or suspension of award proceeds until the Board has received information to demonstrate that the recipient has adequately remedied the cause for such suspension. Remedial action may include refunding the Board in an amount equal to the funds used for unapproved purposes. Material misrepresentations made in this application may result in the filing of criminal actions against any individuals related to the submission of this application for a grant award. Knowingly making a false statement or claim 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. [21 O.S.2021, §§ 281, 358](#).

## Open Records Act Notice

**YOUR SUBMISSION AS WELL AS ANY CORRESPONDENCE, INCLUDING ELECTRONIC COMMUNICATIONS, TO THE OFFICE OF THE ATTORNEY GENERAL OR THE OKLAHOMA OPIOID ABATEMENT BOARD CONSTITUTE RECORDS UNDER THE [OPEN RECORDS ACT, 51 O.S.2021, § 24A.1 et seq.](#) IF THE OFFICE OR BOARD RECEIVES A REQUEST FOR RECORDS SUBMITTED PURSUANT TO THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANTS ACT, BE ADVISED THAT NOTHING UNDER THIS ACT NOR THE OPEN RECORDS ACT MAKES YOUR SUBMISSION(S) OR CORRESPONDENCE PRIVILEGED OR CONFIDENTIAL. AS A RESULT, ALL RECORDS RECEIVED ARE PRODUCIBLE IF THEY FALL WITHIN THE SCOPE OF A REQUEST.**



## Notice regarding sub-awardees

The Political Subdivisions Opioid Abatement Grants Act ***does not expressly prohibit*** eligible participants (i.e., county, municipality, school district, or any public trust solely benefiting one of the foregoing subdivisions) from sub-granting funds to non-profits and other organizations. However, the Act ***does not expressly authorize*** sub-granting. Ultimately, the political subdivisions ***will be held responsible*** for any misspent or misappropriated grant award proceeds.

The Office of the Attorney General will hold accountable anyone who uses grant award proceeds for nonapproved purposes (see “Consequences for Improper Use”). Accordingly, eligible participants applying for a grant award should ensure that they implement sufficient safeguards to prevent misspending or misappropriation of the grant award proceeds.

## Instructions

All asterisked fields are required, ***unless*** noted otherwise. To the extent additional space is needed to answer application questions, please attach responses to the application, being sure to identify the question being answered. Please also include the text of the question for clarity.

## Scoring

Each grant application will be scored based on a rubric with point values assigned to each set of questions in Section II of the application. Applications receiving the highest number of points will receive funding until funds are exhausted. Questions are weighted for importance with use of funds and need for funds each receiving the highest number of points. The more comprehensive a response is to questions in the application, the more likely you will receive the maximum number of points for that portion of the application. Overall, successful applications will demonstrate a strong plan for abatement of the opioid epidemic within the respective community and align with the statutorily approved purposes. The complete rubric can be found **HERE**.

## Application submission

Applications for opioid abatement grant awards must be submitted to the Office of the Attorney General no later than **DATE, time**. Applications can be submitted electronically in ***one file*** (PDF preferred) or by mail. An application must be received in the Office of the Attorney General by the deadline in order for it to be considered.

Applications can be submitted electronically by emailing it to:

[OAB@oag.ok.gov](mailto:OAB@oag.ok.gov)

Applications can be mailed to:  
Office of the Attorney General  
Opioid Abatement Board  
ATTN: Thomas R. Schneider  
313 NE 21<sup>st</sup> St.  
Oklahoma City, 73105

# APPLICATION

## Section I. Political Subdivision Information

**1. NAME OF POLITICAL SUBDIVISION\***

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**2. TYPE OF POLITICAL SUBDIVISION\***

<input type="checkbox"/> Municipality <input type="checkbox"/> County <input type="checkbox"/> School District <input type="checkbox"/> Technology School District <input type="checkbox"/> Public Trust solely benefiting municipality, school district, or county
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**3. DESIGNATED REPRESENTATIVE\***

*This person will be the point of contact for this application and throughout the opioid abatement grant award process.*

<b>Name</b>	<b>Title</b>
<b>Address</b>	<b>City, State, Zip Code</b>
<b>Email Address</b>	<b>Phone Number</b>

**4. LEGAL REPRESENTATIVE OR COUNSEL\***

<b>Name</b>	<b>Title</b>
<b>Address</b>	<b>City, State, Zip Code</b>
<b>Email Address</b>	<b>Phone Number</b>

**5. PRIMARY POINT OF CONTACT\***

*This person will possess the primary responsibility of daily operations and management of the program(s) funded by an opioid abatement grant award.*

<b>Name</b>	<b>Title</b>
<b>Address</b>	<b>City, State, Zip Code</b>
<b>Email Address</b>	<b>Phone Number</b>

**6. CHIEF FINANCIAL OFFICER OR EQUIVALENT POSITION\***

*This person will possess the primary responsibility of approving expenditures and disbursements of the grant funds.*

Name	Title
Address	City, State, Zip Code
Email Address	Phone Number

**7. PURDUE SETTLEMENT\***

7a. Is your political subdivision engaged in the bankruptcy litigation against Purdue Pharmaceuticals currently on appeal with the U.S. Court of Appeals for the Second Circuit in *In Re: Purdue Pharma L.P.*, Case No. 22-299?

Yes       No

**8. DISTRIBUTORS SETTLEMENT\***

8a. Was your political subdivision involved in the National Opioid Distributors Settlements (i.e., AmerisourceBergen, Cardinal Health, and McKesson Corp.) or an elected participant in the settlements?

Yes       No

8b. Please identify your political subdivision's status in the National Opioid Distributors Settlements:

Named plaintiff       Participant by election, executed release of claims

Neither a plaintiff nor a participant

8c. How much have you received in financial recovery, if any, from the National Opioid Distributors Settlement?

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**9. RETAILERS AND TEVA/ALLERGAN SETTLEMENT**

9a. Was your political subdivision involved in the National Opioid Retailers (i.e., CVS, Walgreens, and Walmart) and Teva/Allergan Settlements or an elected participant in the settlements?

Yes       No

9b. Please identify your status with respect in the National Opioid Retailers and Teva/Allergan Settlements:

Named plaintiff       Participant by election, executed release of claims

Neither a plaintiff nor a participant

9c. How much have you received in financial recovery, if any, from the National Opioid Retailers and Teva/Allergan Settlements?

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**10. OTHER OPIOID-RELATED LITIGATION**

10a. Is your political subdivision currently a named plaintiff in any other opioid-related litigation?

Yes       No

10b. If yes, please provide the case name, case number, the court, and the status of litigation.

10c. How much have you received in financial recovery, if any, from other opioid-related litigation?

**11. DISCLOSURE OF INVESTIGATION**

11a. During the past five (5) years, has your political subdivision or public trust been the subject of any criminal, civil, or administrative investigation by any federal, state, or local agencies, including any investigative audit conducted by the State Auditor and Inspector?

Yes       No

11b. If yes, please provide the outcome of the investigation or audit.

11c. As a result of the investigation or audit, did your political subdivision or trust have to take any required corrective actions?

## Section II. Proposed Grant Project(s)

### 12. PROPOSED GRANT PROJECT(S): Use of Funds\*

#### 12a. Description of project(s):

*Please briefly describe how the political subdivision intends to use grant funds.*

#### 12b. Is/are this/these project(s): (mark all that apply)

- A new effort for the political subdivision
- A proposed supplement or enhancement to a project or effort already in place on or after January 1, 2015
- A combination of enhancing an existing project and effort with new components on or after January 1, 2015
- Will the grant funds requested replace prior local or state funds for the requested project(s)?

#### 12c. Award amount requested for this project(s):

## 12. PROPOSED GRANT PROJECT(S): Use of Funds\*

**12d. Describe any existing project(s) of the political subdivision and how this grant would enhance those efforts.**

**12e. Approved Purpose(s):** (mark all that apply)

*Please check which approved purpose(s) align with the proposed grant projects.*

- Expands the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues [74 O.S. § 30.5(1)(a)],
- Develops, promotes and provides evidence-based opioid use prevention strategies [74 O.S. § 30.5(1)(b)],
- Provides opioid use disorder and co-occurring substance use disorder avoidance and awareness education [74 O.S. § 30.5(1)(c)],
- Decreases the oversupply of licit and illicit opioids [74 O.S. § 30.5(1)(d)],
- Supports recovery from addiction services performed by qualified and appropriately licensed providers [74 O.S. § 30.5(1)(e)],
- Treats opioid use, abuse and disorders including early intervention screening, counseling and support [74 O.S. § 30.5(1)(f)],
- Supports individuals in treatment and recovery from opioid use, abuse and disorder [74 O.S. § 30.5(1)(g)],
- Provides 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 [74 O.S. § 30.5(1)(h)],
- Addresses 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 prearrest and post-arrest diversion programs, pretrial services and drug or recovery courts [74 O.S. § 30.5(1)(i)],
- Addresses the needs of pregnant or parenting women with opioid use, abuse or disorder and their families [74 O.S. § 30.5(1)(j)],
- Addresses the needs of parents and caregivers caring for babies with neonatal abstinence syndrome [74 O.S. § 30.5(1)(k)],

## 12. PROPOSED GRANT PROJECT(S): Use of Funds\*

- Supports efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids [74 O.S. § 30.5(1)(l)],
- Supports efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids [74 O.S. § 30.5(1)(m)],
- 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 [74 O.S. § 30.5(1)(n)],
- Reimburses or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death [74 O.S. § 30.5(1)(o)],
- Reimburses attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020 [74 O.S. § 30.5(1)(p)],
- Support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support [74 O.S. § 30.5(1)(q)],
- Support education of youths regarding the dangers of opioid use, abuse and addiction, fund training relative to any approved purpose [74 O.S. § 30.5(1)(r)],
- Fund training relative to an approved purpose [74 O.S. § 30.5(1)(s)],
- Monitor, surveil and evaluate opioid use, abuse or disorder [74 O.S. § 30.5(1)(t)], and
- Provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act [74 O.S. § 30.5(1)(u)].

**12. PROPOSED GRANT PROJECT(S): Use of Funds\***

**12f. Please identify what portion, if any, of the grant proceeds will be for indirect costs. THE AMOUNT CANNOT EXCEED FIVE PERCENT OF THE TOTAL PROJECT COST.**

*Indirect costs include expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization/entity and the performance of the project.*

--

**12g. ATTACH a budget for the project(s) with line-item details.**

**12h. What is the timeline for completing the proposed project(s)? Please include any benchmarks or interim goals to measure progress.**

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**13. PROPOSED GRANT PROJECT(S): Demonstrated Need for Funds\***

**13a. Political Subdivision Statistics**

*Please provide any information known or reasonably available to you. If providing estimates, please indicate responses as such. **Please provide any sources, including identity and year published, from which you are providing requested data.***

**Population of political subdivision:**

--

**Number of people per capita suffering from opioid use disorder in the political subdivision:**

--

**Opioid prescription rate in the political subdivision:**

--

**Number of opioid overdose deaths in the last twelve months:**

--

**Number of opioid overdose deaths in the last three years:**

--

**Amount of opioids distributed within the political subdivision in the last twelve months:**

--

**Amount of opioids distributed within the political subdivision in the last three years:**

--

**13b. What does your political subdivision expect to be different in a year as a result of the funding? In two years? Specifically, how will the proposed project(s):**

- i. Discourage and prevent opioid use and dependency,**
- ii. Decrease the number of people per capita suffering from opioid use disorder in your political subdivision,**
- iii. Reduce the opioid prescription rate in your political subdivision compared to the national average opioid prescription rate,**
- iv. Lower opioid overdose deaths in your political subdivision and prevent them from occurring, and**
- v. Reduce the amount of opioids distributed within your political subdivision.**

*For instance, what systems will be changed? What populations will benefit? Please be specific.*

Empty response box for question 13b.

**13c. Describe or identify target populations you hope to reach with your proposed project and how many people are expected to participate and benefit per year?**

Empty response box for question 13c.

**14. PROPOSED GRANT PROJECT(S): Capacity for Implementation\***

**14a. List key staff that will be responsible for the project(s) and what role each of them will play, including their experience. You may also attach resumés.**

Name	Title/Role

**14b. Describe your current capacity to implement the proposed project(s), including any relevant experience with similar projects or programming. If you have documents demonstrating past achievements, you may provide or attach those.**

**14c. Do you intend to hire new staff with the grant funds? If so, please describe additional staff needed to implement the proposed projects.**

**14d. Explain your political subdivision’s plan for evaluating each project. How will you measure whether your project did or did not achieve the goals outlined in the Application?**

**15. PROPOSED GRANT PROJECT(S): Evidence Base for Proposed Projects\***

**14a. Is this project classified as evidence-based?**  
*"Evidence-based" means that 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.*

Yes       No  
***IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.***

**14b. Is this project classified as evidence-informed?**  
*"Evidence-informed" means that 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.*

Yes       No  
***IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.***

**15c. Has this project been certified or credentialed by a state or federal agency, or other nationally recognized and reputable organization or nonprofit?**

Yes       No  
***IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.***

**15d. Has this project received any awards or recognition?**

Yes       No  
*If yes, please describe the award, including the award's title, organization awarding or recognizing the project, and year in which your subdivision received the award or recognition.*

**16. PROPOSED GRANT PROJECT(S): Community Partnership and Support\***

16a. Describe current partnerships the entity has within the community to address opioid abatement and the proposed project(s). Please include the name of any potential or anticipated partners and a description of their role in supporting the grant projects. ATTACH any contracts or memoranda of understanding ("MOU") or agreement ("MOA"). If not fully executed, a draft or a narrative describing the scope of services may be provided in lieu of a contract, MOU, or MOA.

[Empty response area for 16a]

16b. Describe any existing community programs or services to prevent or treat opioid addiction and how these projects will compliment those efforts.

[Empty response area for 16b]

**16c. Please identify how you evaluated and assessed the needs in your political subdivision to identify and deploy the projects or abatement efforts you seeking to fund.**

**16d. How do the proposed projects or abatement efforts in this application address the needs identified in 16c?**

**16e. Specifically identify any organizations or entities that assisted you in determining what needs must be addressed.**

**16f. Attach any letters of support, articles, or other items that may assist the Oklahoma Opioid Abatement Board in deciding whether to fund your project (OPTIONAL).**

### Section III. Additional Forms and Supporting Documents

1. Provide a copy of your subdivision's most recent financial reports, including the most recent audit if available.
2. Provide a signed or adopted resolution or equivalent governmental action authorizing this application and the projects identified above. This can include any of the following:
  - a. A resolution, as allowed by law, adopted through a publicly cast and recorded vote;
  - b. An ordinance, or its equivalent, approved through a publicly cast and recorded vote;  
or
  - c. An abatement plan or budget approved through a publicly cast and recorded vote.
3. **FOR PUBLIC TRUSTS ONLY:** please provide the most up-to-date version of your declaration of trust or trust indenture.

### Section IV. Affirmation

I swear or affirm the following under the penalty of perjury:

1. I have reviewed the above and foregoing application,
2. The information provided is true, correct, and complete,
3. No part of the Application was completed or based, directly or indirectly, on the use of artificial intelligence.
4. I believe that information submitted is true, correct, and complete,
5. The information provided contains no material or intentional misstatement of facts,
6. The undersigned is authorized to submit this application, and
7. The Choose an item. of \_\_\_\_\_ has reviewed the Grant Award Contract and agrees to be bound by its terms.

SIGNATURE OF DESIGNATED REPRESENTATIVE	DATE



## **FY 2023 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 \_\_\_\_\_ (“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 approved by the State on [DATE] (the “Project(s)”) in good faith and to abide by all terms and conditions of this Agreement.

### **1. AMOUNT AND PURPOSE OF FUNDS**

The State is providing \$ \_\_\_\_\_ 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 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 commingle 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 twelve (12) months from the Effective Date 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 June 30, 2025.
- 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, 2025. 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. any applicable Request for Proposal.
  - iv. 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.
  - v. any statement of work, work order, or other similar ordering document as applicable; and
  - vi. 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). Funding will be dispersed only upon receipt of an invoice detailing the items purchased, the quantity of each item, its unit price, its total cost and proof of receipt of such goods or services. Failure of Recipient to submit an invoice within three (3) months of the Effective Date shall constitute a material breach and may result in termination of the Agreement.

## 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 OAB 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 subcontract 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, as applicable to a particular Acquisition, of such subcontractors 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, if required by the acquisition, 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. CERTIFICATIONS BY RECIPIENT

Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this Agreement complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

#### 10. 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. Recipient and any subrecipients 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.

#### 11. NON-COLLUSION

- a. State and Recipient certify that neither has been a party to any collusion among applicants to the Opioid Grant Award, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. Recipient has not paid, given or donated or agreed to pay, give, loan or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this Agreement.
- c. No person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

#### 12. 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."

#### 13. 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.

#### 14. RECORDS, REPORTS, AND DOCUMENTATION

- a. Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Further, Recipient acknowledges and agrees that the State may require representatives of the Recipient to make such 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.
- b. Recipient shall provide a report every three (3) months to the Oklahoma Opioid Abatement Board of funds dispersed during the term of this Agreement and a report detailing the progress of the project. The first report shall be due three (3) months from the Effective Date of this Agreement. 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. 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.

- f. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- g. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith.
- h. 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.

#### 15. 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.

#### 16. 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, recipients certify 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. If the award is made to a faith based organization, the organization 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 provided; however, if the faith-based organization 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. 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. 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](http://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. 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](http://www.dhs.gov/E-Verify).
- j. 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.
- k. Recipient agrees to abide by all laws, administrative rules, and the Governor's Executive Orders 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.

1. 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.

17. 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.

18. 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.

19. 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.

To the extent Recipient 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 Recipient, its employees, agents representatives, or subcontractors, the Recipient 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, Recipient sixty (60) calendar days after the date of Recipient's receipt of an invoice for the negotiated settlement amount.

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.

20. 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.

21. 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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. 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, 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.

- 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.

## 26. 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.

27. POINT OF CONTACT

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

Primary Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: (405) 522-\_\_\_\_\_  
Email: \_\_\_\_\_@oag.ok.gov

Secondary Contact Name:  
Title:  
Phone Number: (405) 522-\_\_\_\_\_  
Email: @oag.ok.gov

28. 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.

29. 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 \_\_\_\_\_, 2023.

X \_\_\_\_\_  
[Recipient]

X \_\_\_\_\_  
First Assistant Attorney General, Oklahoma Office of Attorney General

## 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.

DRAFT

# Oklahoma Opioid Abatement Board

## Grant Programs Frequently Asked Questions

### General

#### **1. What is the Oklahoma Political Subdivisions Opioid Abatement Grants Act?**

The Oklahoma Political Subdivisions Opioid Abatement Grants Act establishes the Oklahoma Opioid Abatement Revolving Fund (the “Abatement Fund”) and the administration, accountability, and operation of the Abatement Fund. [74 O.S.2021, § 30.3-30.8.](#)

#### **2. What is the Oklahoma Opioid Abatement Revolving Fund?**

The Abatement Fund consists of certain funds obtained through settlements or judgments entered on behalf of the State of Oklahoma relating to opioid litigation that involves pharmaceutical supply chain participants. Funds may either be designated for deposit in the Fund or appropriated to it by the Legislature.

#### **3. What is the Abatement Fund used for?**

The Oklahoma Opioid Abatement Board (the “Board”) is responsible for authorizing disbursements from the Abatement Fund as grants to eligible political subdivisions.

#### **4. How much is in the Abatement Fund?**

The fund currently contains \$24,763,919.73. The Board will reserve approximately 5% or \$1,250,000 to fund grant appeals.

#### **5. What is the role of the Board?**

The Board is responsible for developing and implementing procedures for the disbursement of opioid grant awards to eligible participants. For additional information relating to who is eligible to apply for a grant award and how funds can be used, see below. The Board also has responsibility for the following:

- Developing an opioid grant application, and a process for the submission and evaluation of grants;
- Establishing appeals process for eligible participants to contest opioid grant application denials and denials of specific fund use requests;
- Maintaining oversight of the expenditure of opioid grant awards to ensure grants are used exclusively for approved purposes; and
- Suspending allocations of grant awards found by the Board to be out of compliance with Board procedures, the law and/or where an eligible participant utilized a grant award for a nonapproved purpose.

[74 O.S. § 30.7\(C\)](#)



**6. Who are the members of the Board?**

The Board's membership can be found [here](#).

**7. When does the Board meet?**

Information relating to Board meetings can be found [here](#).

**8. Who may apply for the grant funds?**

Any "political subdivision," as defined in [51 O.S. § 152](#)(11)(a-d), that has been impacted by the opioid crisis may apply for a grant funded from the Oklahoma Opioid Abatement Revolving Fund. The definition includes any municipality, school district, inclusive of a technology center school district, county, and a public trust where the sole beneficiary or beneficiaries are a city, town, school district, or county. Depending on the trust indenture of a public trust, this may include a county jail trust authority.

**9. Can a non-profit or other non-political subdivision apply for the grant funds?**

No. The law limits applicants to only political subdivisions, as defined in in [51 O.S. § 152](#)(11)(a-d).

**10. How are community service organizations or non-profits impacted by the grant program?**

The Board cannot award funds to these organizations directly. These organizations, however, may partner with an eligible political subdivision that they serve for purposes of implementing a specific approved opioid abatement project.

**11. How does an eligible political subdivision apply for a grant?**

To be considered for a grant award, an eligible political subdivision must submit a completed application to the Board. The submitted application must be timely submitted and comply with all requirements in law, administrative rule and Board procedures. On August 28, 2023, the Board issued a [Notice of Funding Opportunity](#), setting forth the specifications, technical requirements and deadlines for submitting an application for a grant. Subsequent to the posting of the Notice of Funding Opportunity, the Office of the Oklahoma Attorney General will host webinars and other information sessions to provide further guidance and answer questions from attending eligible political subdivisions.

**12. Is an eligible participant required to provide matching grant funds?**

No.

**13. What action must an eligible participant take prior to applying for a grant award?**

An eligible political subdivision must demonstrate a commitment to abating the opioid crisis in order to be considered for an award. First, an eligible political subdivision must memorialize in a resolution or the equivalent governmental action the approval to utilize a grant award or expend grant funds. [74 O.S. § 30.7\(D\)](#). The resolution or its equivalent are required components of the application for a grant award. Then, an eligible political subdivision must have submitted a letter of intent to apply for a grant of funds. Additionally, the political subdivision must identify and engage a group of local stakeholders, such as a governance committee or advisory council, to coordinate assessment, planning, implementation and evaluation activities according to established principles of the Board. Under this requirement, a political subdivision must engage in meaningful consultation with local health departments, hospitals, schools, public safety service providers, Certified Community Behavioral Health Clinics, prevention specialists, treatment providers, first responders, individuals and families impacted by the crisis and other subject matter experts and provide the opportunity for public comment. As a part of the meaningful consultation, a political subdivision must also provide evidence that it conducted a needs assessment to examine local data and identify community needs pertaining to opioids. Based on the needs assessment, an eligible political subdivision will then formulate a plan that becomes part of a submitted application for a grant award.

Furthermore, to receive grant funds, an eligible political subdivision will be required to authorize, approve and execute a release of claims. The release of claims, along with terms and conditions are anticipated to be a part of, and fully incorporated into, the grant agreement. *Purdue Settlement Agreement*; [74 O.S. § 30.7\(E\)](#)

**14. What documents must be submitted with a grant application?**

Please refer to the following checklist when preparing a grant application.

**15. Can a membership organization or other representative outside of the eligible political subdivision submit a grant on behalf of the political subdivision?**

Yes, the application allows a designated representative to submit an application on behalf of an eligible political subdivision. However, as a part of submitting the application, the designated representative must provide a signed or adopted resolution (or the equivalent) from the political subdivision's governing body evidencing an authorization for the application. Further, the designated representative swears and affirms that the representative is authorized to submit the application.

**16. How many applications can an eligible political subdivision submit?**

One.

**17. In what amounts are grants made?**

Grant amounts will be tiered based on the size of the respective political subdivisions. Tiers and respective grant amounts will be finalized after all letters of intent are received September 27, 2023

**18. Is there a limit on the amount of funding that can be requested?**

Yes. Applicants may only apply for the maximum amount available for their respective population size. Requests for funding above those limits will not be considered. The following are possible tiers and amounts, but may be changed by the Board after all letters of intent are received.

[INSERT TIERS AS APPROVED]

A public trust with a city, school district or county as its sole beneficiary or beneficiaries is also an eligible political subdivision. The maximum grant award that a public trust can receive corresponds with the maximum amount that the trust’s largest city, school district, or county beneficiary is eligible for.

**19. Are funds awarded by the Board on an up-front or reimbursement basis?**

The Board is considering the best course of action for distributing funds to participants.

**20. How will payments be made?**

The Board, by and through the OAG, will make payments directly to the political subdivision that receives a grant. For good cause shown, the Board may authorize a different payment schedule for an eligible political subdivision.

**21. Can a grant recipient carryover funds?**

Yes, but the Board is considering a maximum carryover amount of 40% of the total grant award.

**22. May an eligible political subdivision submit a multi-year proposal?**

No. At this time, grant funds are available through Fiscal Year 2025 (through June 30, 2025). However, the Board may open additional funding opportunities in future years, as funds are made available to the Opioid Abatement Board.

**23. If an application is recommended and approved for funding, what then happens?**

Upon approval of a grant application, the Board (through staff) will notify a successful applicant. The notice of award will include the following: 1) the amount of the grant award; 2) dates for reporting to the Board; and 3) an agreement that sets forth the terms and conditions applicable to the grant.

**24. How will the Board monitor a political subdivision’s use of funds?**

At a minimum, a political subdivision that receives an award of funds will be required to report the use of funds and related performance measures every quarter. Additionally, the Board may conduct random and periodic audits of any grantee’s use of funds or other activities related to the

grant award. Periodic performance reviews may also be conducted to ensure projects are furthering the mission and purpose of the Oklahoma Political Subdivisions Opioid Abatement Grants Act.

**25. Are indirect costs authorized as a part of a political subdivision's implementation of a grant?**

Yes, indirect costs are permitted but may not exceed 10% of the total grant award.

**26. How long does a grant recipient need to maintain documents relating to the grant program?**

The Recipient is required to maintain all books, records, accounts and other documents, including property, personnel and financial records relative to the grant for seven (7) years after receiving the final payment.

**Use of Funds**

**27. What are the authorized purposes of the Abatement Fund?**

Grants must be used for an evidence-based, forward-looking strategy, program or service used for the prevention, treatment or other strategy concerning opioids. The full list of approved purposes is detailed in the provisions of [74 O.S. § 30.5](#). It is important to note that grant funds cannot be used retroactively for strategies, programs or services that occurred prior to January 1, 2015. 74 O.S. § 30.5. Additional resources relating to approved purposes include those from the Healthy Minds Policy Initiative's *Guidance for Oklahoma political subdivision use of opioid settlement funds*, located on the Oklahoma Attorney General's website.

**28. What are evidence-based practices?**

Evidence-based practice (EBP) in substance use prevention, intervention, treatment and recovery is an approach that uses research to guide clinical decision-making. It focuses on using techniques proven effective through research rather than personal preferences or anecdotal reports.

Please use links below to explore EBPs. These are not all inclusive.

- <https://www.samhsa.gov/resource-search/ebp>
- <https://www.samhsa.gov/find-help/harm-reduction>
- <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2916744/>
- <https://health.ri.gov/Master List of EBP>

**29. What drugs are considered opioids?**

Please see the [Johns Hopkins Medicine](#) information on opioids. The list is at the bottom of the article.

**30. Is a political subdivision authorized to supplant existing funds with funds awarded by the Board?**

Yes, but only for abatement strategies, programming and services that started on or after January 1, 2015. For example, if a political subdivision were to decide to reduce or replace previously allocated funds with Board-awarded grant funds to support an existing abatement program, this would be supplanting and is not prohibited under the Act. The Act encourages “forward-looking” strategies, programming and services and the expansion of availability of the same. Therefore, supplanting is discouraged as the grant award funding available through the Opioid Abatement Board may be one-time funding. However, supplementing, adding to, expanding, or enhancing programs or services starting on or after January 1, 2015 is allowable.

**31. Are staff salaries considered abatement?**

Possibly. Use of abatement funds for staff salaries would have to be directly tied to abatement efforts (treatment, education/prevention, criminal justice involved, recovery, harm reduction). Further, a political subdivision using abatement funds for staff may only do so by creating new positions or funding additional hours for existing staff that are directly related to opioid abatement services or programs created after January 1, 2015.

**32. Can the funds be used for law enforcement interdiction efforts?**

No. Use of abatement funds for police salaries would have to be directly tied to abatement efforts (treatment, education/prevention, criminal justice involved, recovery, harm reduction) and not for interdiction (patrol, investigation, and arrest activities).

**33. Is the hiring of school counselors (K-12) considered an authorized use of funds?**

Possibly. In addition to opioid use disorder, Oklahoma law references co-occurring substance use disorder or mental health conditions in multiple areas of the [list](#) of approved purposes. The applicant should ensure the project results in outcomes with performance measures that relate to opioid use disorder in addition to the co-occurring conditions.

**34. How can the funds be used in public schools to address the impact of opioid use on youth?**

Examples of how funds can be used in public schools include the following:

- Evidence-based prevention programs in schools;
- Create or support school-based contacts that parents and guardians can engage with to seek services for their child;
- Supporting greater access to mental health services and supports for youth, including school nurses, behavioral health workers or other school staff;
- Increased availability and distribution of naloxone for first responders in schools;
- Training and education regarding naloxone and other drugs that treat overdoses.

**35. Can an eligible political subdivision provide funds to a community service board or other non-profit organization in exchange for the provision of goods or services?**

Yes. Eligible political subdivisions may enter into written agreements for purposes of a third-party being a partner in an abatement program. It is the responsibility of the political subdivision to ensure the compliance of any partnering third-party with the requirements of the grant award.

**36. Are expanding existing abatement programs an authorized use of funds?**

Yes, expansion of programs or services that were available starting on or after January 1, 2015 (*see* Question 24), is permissible.

**37. Is providing Narcan/Naloxone and related education considered abatement?**

Yes.

**38. Would a recovery coordinator position qualify as abatement?**

Yes, as long as there is a focus on opioid use, abuse or disorder. Oklahoma law references co-occurring substance use disorder or mental health conditions in multiple areas. However, the applicant should ensure the project results in outcomes with performance measures that relate to opioid use, abuse or disorder in addition to any co-occurring conditions.

**39. Can funding be used to develop a drug court docket and supportive services to reduce incarceration rates?**

Yes, as long as there is a focus on opioid use, abuse or disorder. Oklahoma law references co-occurring substance use disorder or mental health conditions in multiple areas. However, the applicant should ensure the project results in outcomes with performance measures that relate to opioid use disorder in addition to any co-occurring conditions.

**40. Can abatement funds be used for a crisis receiving center?**

Yes, as long as there is a focus on opioid use, abuse or disorder. Oklahoma law references co-occurring substance use disorder or mental health conditions in multiple areas. However, the applicant should ensure the project results in outcomes with performance measures that relate to opioid use disorder in addition to any co-occurring conditions.

**41. Does providing opioid use disorder treatment qualify as abatement?**

Yes.

**42. Does providing materials for programming (ex: printouts, pamphlets, literature, etc.) qualify as abatement?**

Yes, as long as the materials focus on opioid use, abuse or disorder.

**43. Can funds be used to hire a grant writer or consultant relating to grant opportunities?**

No.

**44. Can the funds be used for capital improvements related to the opioid public health crisis?**

No, capital improvements are not authorized by the Abatement Act. Furthermore, capital improvements often take longer than one year to complete and the size of the grant award is unlikely to make a significant investment in a capital improvement so as to provide a direct and immediate opioid abatement service return on the investment.

**45. Can eligible political subdivisions pool grant funds in support of regional projects?**

Yes. Partnerships among eligible subdivisions are encouraged in order to maximize the effect of grant awards. Further, the Abatement Act specifically authorizes grant funds to be used to “support efforts to provide leadership, planning and coordination to abate the opioid epidemic through...regional intergovernmental efforts and not-for-profit agency support.” [74 O.S. § 30.5\(1\)\(q\)](#).

**TITLE 75. ATTORNEY GENERAL**  
**CHAPTER 50. OPIOID SETTLEMENT PAYMENTS AND ABATEMENT GRANTS**

**RULEMAKING ACTION:**

EMERGENCY adoption

**RULES:**

Subchapter 1. General Provisions [NEW]

75:50-1-1 through 75:50-1-2 [NEW]

Subchapter 2. Opioid Settlement Payments [NEW]

75:50-2-1 [NEW]

Subchapter 3. Opioid Abatement Grants [NEW]

75:50-3-1 through 75:50-1-7 [NEW]

**AUTHORITY:**

Political Subdivisions Opioid Abatement Grants Act, 74 O.S. 2021, §§ 30.1–30.8, specifically § 30.7(G) (giving the Attorney General authority to proposed rules for the Board’s approval).

**ADOPTION:**

December 20, 2023

**EFFECTIVE:**

Immediately upon Governor’s approval

**EXPIRATION:**

Effective through September 14, 2024, unless superseded by another rule or disapproved by the Legislature

**SUPERSEDED EMERGENCY RULES:**

n/a

**INCORPORATIONS BY REFERENCE:**

n/a

**FINDING OF EMERGENCY:**

The promulgation of these emergency rules is necessary to protect the public health, safety or welfare and to avoid serious prejudice to the public interest. See 75 O.S. 2021, § 253(A)(1) (a) and (e).

**GIST/ANALYSIS:**

The Oklahoma Opioid Abatement Board proposes these emergency rules to fulfill the requirements of the Board under the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. 2021, §§ 30.1–30.8. The emergency rules set forth a process for political subdivisions to apply for and receive opioid grant awards or other amounts as may be agreed to by a legal settlement for the abatement of opioid-related costs to the State of Oklahoma and its political subdivisions. The emergency rules also specify what required documentation that political subdivisions must submit to demonstrate governing body approval for seeking opioid funds from the Board. Additionally, the rules include an appeals process with specific grounds for appeal; requirements for merger or dissolution; reporting requirements and processes; subsequent applications for grant money; and procedures for recipients who spend the opioid grant awards on or for non-approved purposes. The rules set forth a table for weighing statutory factors for the distribution of opioid funds to non-litigating political subdivisions in the opioid distributors and retailers & Allergan settlements. Finally, the rules provide for a tier-based awards for maximum



available funding by political subdivision type and population or enrollment.

**CONTACT PERSON:**

Thomas Schneider, Deputy General Counsel, (405) 521-3921,  
thomas.schneider@oag.ok.gov

**PURSUANT TO THE ACTIONS DESCRIBED HEREIN, THE FOLLOWING EMERGENCY RULES ARE CONSIDERED PROMULGATED AND EFFECTIVE UPON APPROVAL BY THE GOVERNOR AS SET FORTH IN 75 O.S., SECTION 253(F):**

**SUBCHAPTER 1. GENERAL PROVISIONS**

**75:50-1-1. Purpose**

This chapter sets forth rules, including standards and criteria, for, and operations and distributions of, the Opioid Abatement Board created by the Political Subdivisions Opioid Abatement Grants Act (74 O.S. §§ 30.3–30.8).

**75:50-1-2. Definitions**

The following words or terms, when used in this chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Act" means the Political Subdivisions Opioid Abatement Grants Act, codified at 74 O.S. §§ 30.3–30.8.

"Applicant" means any eligible participant that has submitted an application for an opioid grant award to the Board.

"Application" means the Opioid Abatement Grant Application approved by the Board.

"Approved Purpose" or "Approved Purposes" means the same as 74 O.S. § 30.5(1) and uses of funds that are reasonable and necessary for the proper and efficient performance and administration of the grant project, and allocable to the grant project.

"Board" means the Oklahoma Opioid Abatement Board established by 74 O.S. § 30.7.

"Contract" means the agreement between the Board and a Recipient setting forth responsibilities of Recipients regarding the use of opioid grant award funds.

"Eligible participant" means the same as 74 O.S. § 30.5(3).

"Form" means Opioid Abatement Grant Award Quarterly Reporting Form approved by the Board.

"Nonapproved purpose" or "Nonapproved purposes" means the same as 74 O.S. § 30.5(4).

"Opioid funds" means the same as 74 O.S. § 30.5(5).

"Opioid grant awards" means the same as 74 O.S. § 30.5(6).

"Political subdivision" means the same as 74 O.S. § 30.5(9).

"Recipient" means any eligible participant that has applied for and received an opioid grant award.

"Revolving Fund" means the Oklahoma Opioid Abatement Revolving Fund established under 74 O.S. § 30.6.

**SUBCHAPTER 2. OPIOID SETTLEMENT PAYMENTS**

**75:50-2-1. Distributors and retailers & Allergan settlement payment disbursement process for non-litigating political subdivisions**

(a) This section shall only apply to non-litigating political subdivisions that elected to participate in the opioid distributors and retailers & Allergan settlements and submitted a participation form waiving any future claims against the named defendants, Allergan, AmerisourceBergen, Cardinal Health, CVS, McKesson Corp., Walgreens, and Walmart.

(b) The Board shall conduct disbursement of opioid grant awards from the Revolving Fund.

(c) Such opioid grant awards shall be awarded amongst the different Applicants based on the following criteria:

(1) the number of people per capita suffering from opioid use disorder in the participating political subdivision, or in the absence of such information, the opioid prescription rate in the political subdivision compared to the national average opioid prescription rate;

(2) the number of opioid overdose deaths in the participating political subdivision;

(3) the amount of opioids distributed within the participating political subdivision;  
and

(4) the amount of attorney fees and allowable expenses associated with legal services agreements directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020.

(d) Disbursements from the Revolving Fund shall be computed using the table set forth in Appendix A to these rules, factoring in the above criteria, to compute the final grant award amounts for applicants. To the extent that any of the criteria are allocated by another manner or process, Appendix A is deemed satisfactory for determining the weight of each criterion.

**SUBCHAPTER 3. OPIOID ABATEMENT GRANTS**

**75:50-3-1. Opioid grant application process**

(a) The Board shall provide the Application on the Office of the Attorney General's website. The Attorney General may, acting on behalf of the board, digitize the entire application process.

(b) Applications will be reviewed by the Board, which will allocate funds consistent with the requirements under the Act and subchapter 2, section 1, subsection c of this chapter.

(c) The Board may delegate review of completed applications to the Office of the Attorney General and to whomever it finds qualified, capable, and possessing necessary capacity.

(d) Applicants shall sign and return to their completed applications to the Office of the Attorney General via mail or by electronic means as determined by the Office of the Attorney General.

(e) Public trusts shall submit the most recent copy of their declaration of trust/trust indenture with their application.

(f) Applicants must submit data correlating to any criteria requested by the Board, including the criteria set forth subchapter 2, section 1, subsection c.

(g) Grant applicants must apply for a grant award using the procedures, forms, and certifications prescribed by the Board. Any incomplete applications or applications lacking

in sufficient detail may be returned to the applicant for completion, corrections, or supplementation. In the event an application remains incomplete or lacking in sufficient detail, the Attorney General may deny the application on the Board's behalf. The applicant submitting the denied application may then appeal the decision to the Board pursuant to section 5 of this subchapter.

(h) Each grant applicant must designate an authorized official and must submit to the Board or its designee, the following:

(1) a resolution from the grant applicant's governing body that, at a minimum, designates an authorized official to act on the grant applicant's behalf and authorizes the authorized official to submit a grant application;

(2) the authorized official's title, mailing address, telephone number, and email address; and

(3) the grant applicant's physical address.

A grant applicant or grant recipient must notify the director as soon as practicable of any change in the information provided under subsection (a) of this section. If there is a change of authorized official, a grant applicant or grant recipient must also submit to the director a new resolution from the grant applicant's governing body that, at a minimum, designates an authorized official to act on the grant applicant's behalf.

(i) Multiple (two or more) applicants may submit a joint application reflecting a collaborative and coordinated effort or project and will be eligible for a joint grant award as described in section 3, subsection f of this subchapter and Appendix F.

### **75:50-3-2. Opioid grant award restrictions and requirements**

(a) Upon submitting an application, an applicant must also submit a memorialized plan for the utilization or expenditure of opioid funds. Such plan may be in the form in a resolution or equivalent government action adopted by the political subdivision and submitted to the Board with the application. Documentation evincing such government action may include, but is not limited to, the following:

(1) A resolution, as allowed by law, adopted through a publicly cast and recorded vote;

(2) An ordinance, or its equivalent, that has been approved through a publicly cast and recorded vote; or

(3) An abatement plan or budget that has been approved through a publicly cast and recorded vote.

(b) When submitting an application under section 1 of this subchapter, an applicant may not rely on a resolution or other general delegation of authority to a chief executive officer or equivalent position for seeking grants.

(c) All approved purposes listed in an Applicant's Application and Form shall relate to strategies, programming and services occurred on or after January 1, 2015, to be eligible for opioid grant award funding.

(d) For an Applicant to receive a grant award, the Board may, subject to terms under any settlement agreement related to the opioid pharmaceutical supply chain, require an applicant to execute a release of claims on a form created and approved by the Attorney General. The release form may be included in the Application.

(e) A recipient may contract or partner with a nonprofit organization or other applicant for the purpose of using its grant award for approved purposes; however, the grantee shall

remain responsible for complying with all grant requirements. Any contract entered into by a grantee shall be done in compliance with applicable purchasing laws and guidelines.

(f) A recipient is not permitted to subgrant its grant award to a subgrantee. For the purposes of this chapter, "subgrant" means the provision of a grant award and whereby all the regulations and requirements that apply to the grantee are passed on to the subgrantee, making the grantee a pass-through entity. "Subgrantee" means any entity receiving the grant award through a subgrant from a grantee.

(g) In the event a recipient merges, dissolves or ceases to exist as described under 74 O.S. § 30.8(C), the recipient must give prompt notice to the Board and the Office of the Attorney General, including the following information:

(1) The amount of any remaining allocations of an awarded opioid grant award in excess of Five Hundred Dollars (\$500.00);

(2) The name of the proposed successor recipient, if any;

(3) Point of contact information for the proposed successor recipient, if any; and

(4) Utilize the Political Subdivision Opioid Abatement Grant Award Quarterly Reporting Form to submit a final report of expenditures prior to the merger, dissolution, or permanent closure.

(h) In its discretion, the Board shall determine whether any of the Recipient's remaining allocations shall be made to the proposed successor recipient, or returned to the Board. Any successor recipient shall meet the requirements to be a recipient prior to receiving the balance of the grant award disbursement. In addition, prior to receiving grant funds, the successor recipient must submit documentation requested by the Board and execute any and all documents required by the Board.

(i) All grant funding is contingent upon the availability of funds and upon approval of a grant application by the Board. Neither this subsection nor a grant agreement creates any entitlement or right to grant funds by a grant applicant.

### **75:50-3-3. Maximum grant awards**

(a) The amount of a grant award is determined solely in the discretion of the Board. The Board is not required to fund a grant in the amount requested by the Applicant. Maximum grant awards are based on an applicant's population or enrollment and will fall into one of three respective tiers, with Tier 1 being for the smallest in population or enrollment and Tier 3 being the largest in population or enrollment.

(b) Applicant counties shall be eligible for grant award amounts as set forth in Appendix B.

(c) Applicant municipalities shall be eligible for grant award amounts as set forth in Appendix C.

(d) Applicant common education school districts shall be eligible for grant award amounts as set forth in Appendix D.

(e) Applicant technology school districts shall be eligible for grant award amounts as set forth in Appendix E.

(f) If two or more applicants submit a joint application as a collaborative effort or project, the joint effort or project(s) shall be eligible for grant award amounts as set forth in Appendix F.

(g) The total population or enrollment for applicants that are public trusts solely benefiting one or more eligible participants shall be eligible based on the subdivision(s) they benefit.

If a public trust benefits more than one type of political subdivision, the public trust will be eligible for maximum available funding under the tier appendix for which the majority of its beneficiary-political subdivisions are.

(h) A public trust's population or enrollment will be limited to the population or enrollment of the subdivision(s) that the public trust benefits as set forth in the declaration of trust or trust indenture.

(i) An interlocal cooperative formed under title 70 of the Oklahoma Statutes that is determined to be a local educational agency will be considered a school district, as that term is defined in 51 O.S. § 152.

#### **75:50-3-4. Application review and disbursement process; allowable costs**

(a) Grant applications may be reviewed according to the following process: 1) initial screening, 2) peer review, and 3) Board review and approval. Applications submitted to the Board shall be scored using the scoring rubric in Appendix G.

(b) The Board shall conduct disbursement of opioid grant awards from the Revolving Fund.

(c) In awarding opioid abatement grants, the Board shall determine grant awards based the criteria set forth in subchapter 2, section 1, subsection c of this chapter and any other criteria it deems necessary and appropriate for the proper and wise use of opioid funds. This criteria may be included in the scoring rubric or in the Board-approved application.

(d) Following approval of grant amounts, all recipients shall receive a copy of the Contract, which they must complete and return to the Office of the Attorney General prior to receiving a disbursement of funds. The Contract can be returned by mail or electronic means as determined by the Office.

(e) Recipients shall receive their grant award in the form of equal quarterly distributions.

(f) Applicants may request the first two payments be combined in their application submission to provide start-up funding for their project or abatement plan. The remaining balance of the grant award will disbursed in the same manner set forth in subsection e of this section.

(g) The Board shall set the grant term in a public cast and recorded vote at a properly noticed meeting.

(h) For good cause shown, Recipients in good fiscal and programmatic standing may request the Board to authorize a one-time carryover of up to forty percent (40%) of their grant award distributions following the expiration of the initial grant term. To be considered for a carryover authorization, the Recipient must submit a written request no later than 120 calendar days prior to expiration of the initial grant term, which must include:

(1) a timeline of events beginning on the date of grant award;

(2) a detailed explanation why the grant project is not expected to be completed within the grant term; and

(3) if applicable, supporting documentation demonstrating good cause.

(i) Grant funds may not be used for costs that will be reimbursed by another funding source. The Board may require a grant recipient to demonstrate through accounting records that funds received from another funding source are not used for costs that will be reimbursed by the Board.

#### **75:50-3-5. Grant award appeals**

(a) If an applicant wishes to appeal a grant award decision of the Board, the applicant may submit an appeal in writing to the Board within twenty (20) days of notification of a grant award decision.

(b) Appeals are limited to the following Board decisions:

(1) Denial of funding for projects,

(2) Denial of specific fund use requests, and

(3) Denials of an application.

(c) Partial funding of projects are not to be deemed as denials and thus are non-appealable.

(d) An applicant will be granted a hearing in front of the Board. The Board may limit the amount of time for argument from both the appealing applicant and the Board staff. The hearing shall be recorded and any oral or written testimony must be given under oath. After the hearing, the Board may amend or affirm their original decision in writing.

(e) The decision of the Board following the hearing will be final and non-reviewable.

#### **75:50-3-6. Remaining unencumbered balance**

Following disbursement, any remaining unencumbered balance in the Revolving Fund shall be available for the Board to award as supplemental grants to eligible Participants, provided such awards shall only be utilized by eligible Participants for Approved Purposes.

#### **75:50-3-7. Grant award quarterly reporting, oversight, and compliance**

(a) The grant recipient is responsible for managing the day-to-day operations and activities supported by the grant agreement and is accountable to the Board for the performance of the grant agreement, including the appropriate expenditure of grant award funds and all other obligations of the grant recipient. The grant recipient must maintain a sound financial management system that provides appropriate fiscal controls and accounting procedures to ensure accurate preparation of reports required by the grant agreement and adequate identification of the source and application of grant funds awarded to the grant recipient. Grant recipients must comply with: (1) the terms and conditions of the grant agreement; (2) all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award. A grant recipient is the entity legally and financially responsible for compliance with the grant agreement, and state and federal laws, rules, regulations, and guidance applicable to the grant award.

(b)The Attorney General will, on behalf of the Board, maintain oversight and monitor compliance of expenditures by Recipients to ensure that any use complies with approved purposes as defined under the Act. As a part of the oversight and monitoring, the Attorney General and Board may conduct desktop or on-site reviews. During an on-site review, a grant recipient must provide the Board or Attorney General with access to all records, information, and assets that the Board or Attorney General determines are reasonably relevant to the scope of the on-site review.

(c) At a minimum, Recipients will be monitored through a quarterly reporting process.

(d) The Board shall utilize the Political Subdivision Opioid Abatement Grant Award Quarterly Reporting Form ("Form") to maintain oversight and confirm compliance with the Act. All Recipients must submit quarterly reports using the Form in order to continue receiving or using opioid grant award proceeds. The Form shall be provided on the

website of the Oklahoma Office of the Attorney General. Completed quarterly reports shall be returned to the Office of the Attorney General via mail or by electronic means as determined by the Office of the Attorney General. Quarterly reports shall be due on the last day of the month immediately following the conclusion of a quarter. If an opioid grant award is received during a quarter, a recipient is not required to submit a report for the remainder of the initial quarter until the conclusion of the next quarter for which reports for the initial quarter and the first full quarter shall be due.

(j) For the purposes of this chapter, quarters shall run by calendar year. January, February, and March shall be Quarter 1; April, May, and June shall be Quarter 2; July, August, and September shall be Quarter 3; and October, November, and December shall be Quarter 4.

(f) At the Board's discretion and at any time, the Board, may request any additional data and reporting information that the Board deems necessary to substantiate that grant funds are being used for the intended purpose and that the grant recipient has complied with the terms, conditions, and requirements of the grant agreement. Further, at the Board's discretion and at any time, the Board may request any records from or audit the books and records of a grant recipient or conduct an on-site review at a grant recipient's location to verify that the grant recipient has complied with the terms, conditions, and requirements of the grant agreement, and any applicable laws, rules, regulations, or guidance relating to the grant award. If it is determined that a Recipient is using opioid grant award proceeds out of compliance with Board procedures or has utilized such proceeds for non-approved purposes, the Board authorizes the Attorney General to immediately suspend the Recipient's use of the grant award proceeds and notify the Recipient.

(g) The Board may resume disbursements to the non-compliant recipient once it has determined the recipient has adequately remedied the cause of such suspension.

(h) For the purposes of the Act, an adequate remedy may include, but not be limited to the following:

(1) refunding an amount equal to the amount spent on nonapproved purposes or a reduction to future disbursements in the amount equal to the amount spent on nonapproved purposes.

(2) reducing or terminating a grant when the Recipient is found to be noncompliant, the Recipient and Board agree to the reduction or termination of a grant award, when grant funds are no longer available to the Board, or if conditions exist that make it unlikely that objectives of the grant award will be accomplished; or

(3) other remedies available under applicable laws, rules or regulations.

(i) The Board authorizes the Attorney General to negotiate adequate remedies with non-compliant recipients for presentation and approval by the Board.

**APPENDIX A. OPIOID DISTRIBUTION CALCULATION TABLE [NEW]**

<b>Criteria Number</b>	<b>Description of Criteria</b>	<b>Weight of Criteria</b>
1	Number of people per capita suffering from opioid use disorder in the participating subdivision, or in the absence of such information, the opioid prescription rate in the political subdivision compared to the national average opioid prescription rate	20%
2	Number of opioid overdose deaths in the participating political subdivision	40%
3	Amount of opioids distributed within the participating political subdivision	40%

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**APPENDIX B. COUNTY TIERS [NEW]**

<b>Tier Number</b>	<b>Population range</b>	<b>Maximum available funding</b>
1	Up to 25,000	\$75,000.00
2	25,001-75,000	\$150,000.00
3	75,001 or more	\$300,000.00

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**APPENDIX C. MUNICIPALITY TIERS [NEW]**

<b>Tier Number</b>	<b>Population range</b>	<b>Maximum available funding</b>
1	Up to 15,000	\$60,000.00
2	15,001-100,000	\$125,000.00
3	100,001 or more	\$250,000.00

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**APPENDIX D. COMMON EDUCATION SCHOOL DISTRICT TIERS [NEW]**

<b>Tier Number</b>	<b>Enrollment range</b>	<b>Maximum available funding</b>
1	Up to 2,000	\$35,000.00
2	2,001-15,000	\$75,000.00
3	15,001 or more	\$150,000.00

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**APPENDIX E. TECHNOLOGY SCHOOL DISTRICT TIERS [NEW]**

<b>Tier Number</b>	<b>Enrollment range</b>	<b>Maximum available funding</b>
1	Up to 5,000	\$35,000.00
2	5,001-15,000	\$75,000.00
3	15,001 or more	\$150,000.00

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**APPENDIX F. COLLABORATIVE MULTI-APPLICANT TIERS [NEW]**

<b>Tier Number</b>	<b>Population or Enrollment range</b>	<b>Maximum available funding</b>
1	Up to 100,000	\$175,000
2	100,001-500,000	\$350,000
3	500,000 or more	\$750,000

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## APPENDIX G. SCORING RUBRIC [NEW]

Applications should be scored based on their demonstration of evidence provided in each of the criteria. Reviewers should look for evidence that the application will support abatement of the opioid epidemic within the political subdivision. Reviewers should ensure that the proposed use of funds aligns with both the statutorily-approved purposes and the need as expressed in the application. Applications should demonstrate a clear need for opioid abatement, provide a compliment to any existing programs within the community and a plan for ensuring funds are managed, spent and reported transparently and efficiently in accordance with the grant terms and restrictions.

Criteria	Total Points Available	Point Values			
<b>Use of Funds</b> (Question 11)	20 points	<b>0</b> Narrative shows no use of funds for abatement	<b>10</b> Weak use of funds for abatement	<b>15</b> Good use of funds for abatement	<b>20</b> Strong use of funds for abatement
<b>Demonstrated Need for Funds</b> (Question 12)	25 points	<b>0</b> No justification	<b>10</b> Limited justification	<b>18</b> Adequate justification	<b>25</b> Strong justification
<b>Capacity for Implementation</b> (Question 13)	15 points	<b>0</b> No capacity for project management	<b>5</b> Weak capacity for project management	<b>10</b> Good capacity for project management	<b>15</b> Strong capacity for project management
<b>Evidence Base for Proposed Projects</b> (Question 14)	25 points	<b>0</b> No evidence of future success	<b>10</b> Weak evidence of future success	<b>18</b> Good evidence of future success (evidence-informed)	<b>25</b> Strong evidence of future success (evidence-based)
<b>Community Partnership and Support</b> (Question 15)	15 points	<b>0</b> No alignment with existing community efforts	<b>5</b> Weak alignment with community efforts	<b>10</b> Moderate alignment with community efforts	<b>15</b> Strong alignment with community efforts

<b>Subtotal Points</b>	100 Points				
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<b>Bonus Points Criteria</b>	<b>Total Points Available</b>	<b>Point Values</b>	
<b>Applicant has received \$0 in opioid settlements or opioid-related litigation (checked "No" on questions 7-10)</b>	5 points	0	5
<b>Applicant proposes a new project (checked first box on question 11b)</b>	15 points	0	15
<b>Applicant has secured 50% or more of maximum available funding in matching funds from other sources</b>	10 points	0	10

<b>Total Points</b>	<b>130 Points</b>
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## ATTESTATION

I, the undersigned, do hereby attest that the copy enclosed herewith is a true and correct copy of the new Chapter 50, Opioid Settlement Payments and Abatement Grants, which was considered adopted by the Oklahoma Opioid Abatement Board on Wednesday, December 20, 2023, under the emergency rulemaking provisions of the Administrative Procedures Act, 75 O.S. § 250 et seq.

I, the undersigned, do hereby attest that such rules were finally adopted in substantial compliance with the Administrative Procedures Act.



Thomas R. Schneider  
Deputy General Counsel  
Oklahoma Office of the Attorney General  
Oklahoma Opioid Abatement Board  
December 20, 2023

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**Rule Impact Statement**  
**Oklahoma Opioid Abatement Board (“Board”)**  
**New Emergency Rules OKLA. ADMIN. CODE § 75:50**

*This Rule Impact Statement has been prepared pursuant to 75 O.S.2021,  
§253(B)(2)(a).*

**I. Brief description of the proposed rule.**

The Oklahoma Opioid Abatement Board proposes these emergency rules to fulfill the requirements of the Board under the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. 2021, §§ 30.1–30.8. The emergency rules set forth a process for political subdivisions to apply for and receive opioid grant awards or other amounts as may be agreed to by a legal settlement for the abatement of opioid-related costs to the State of Oklahoma and its political subdivisions. The emergency rules also specify what required documentation that political subdivisions must submit to demonstrate governing body approval for seeking opioid funds from the Board. Additionally, the rules include an appeals process with specific grounds for appeal; requirements for merger or dissolution; reporting requirements and processes; subsequent applications for grant money; and procedures for recipients who spend the opioid grant awards on or for non-approved purposes. The rules set forth a table for weighing statutory factors for the distribution of opioid funds to non-litigating political subdivisions in the opioid distributors and retailers & Allergan settlements. Finally, the rules provide for a tier-based awards for maximum available funding by political subdivision type and population or enrollment.

**II. Description of the persons who most likely will be affected by the proposed rules, including classes that will bear the costs of the proposed rule, and any information on cost impacts received by the agency from any private or public entities.**

The proposed rule will most likely affect political subdivisions seeking opioid grant awards from the Abatement Board as well as persons suffering opioid use disorder. At this time, the Board cannot foresee any cost impacts nor has it received any reports of cost impacts from private or public entities.

**III. Description of the classes of persons who will benefit from the proposed rules.**

Oklahoma political subdivisions and the general public, including those affected by the opioid epidemic, will benefit from the promulgation of these rules. In short, the State will benefit as a whole.

**IV. Description of the probable economic impact of the proposed rules upon affected classes of persons or political subdivisions, including a listing of all fee changes and, whenever possible, a separate justification for each fee change.**

The Board intends that the opioid grant awards will offset the costs to political subdivisions used to respond to the opioid epidemic. The rules do not include any imposition of fees or fee changes.

**V. Description of the probable costs and benefits to the agency and to any other agency of the implementation and enforcement of the proposed rules, and any anticipated effect on state revenues, including a projected net loss or gain in such revenues if it can be projected by the agency.**

The Board does not believe that there will be probable costs and risks to the agency and to any other agency as a result of implementing these emergency rules. Moreover, the Board cannot anticipate any effect on state revenues. To the extent that there will be net loss or gain, one cannot be projected at this time.

**VI. Determination of whether implementation of the proposed rule may have an adverse economic effect on small business as provided by the Oklahoma Small Business Regulatory Flexibility Act.**

The Board cannot anticipate that implementation of the proposed emergency rules will have an adverse economic effect on small business. Nonetheless, the Board believes an economic effect on small business will actually be positive rather than adverse.

**VII. Explanation of the measures the agency has taken to minimize compliance costs and a determination of whether there are less costly or nonregulatory methods or less intrusive methods for achieving the purpose of the proposed rule.**

Based on the rules as set forth, the Board does not believe that there will compliance costs. Without compliance costs, a finding concerning nonregulatory methods or less intrusive methods to achieve the purpose of the proposed emergency rules is unnecessary.

**VIII. Determination of the effect of the proposed rules on the public health, safety and environment and, if the proposed rule is designed to reduce significant risks to the public health, safety and environment, an explanation of the nature of the risk and to what extent the proposed rule will reduce the risk.**

The Board finds that the proposed rules will benefit public health and safety as the rules intend to ensure that political subdivisions will receive more funds to abate

the effects from the opioid epidemic by using the funds for approved purposes as outlined in law.

**IX. Determination of any detrimental effect on the public health, safety and environment if the proposed rule is not implemented.**

If these emergency rules are not implemented, the public health and safety of communities across Oklahoma devastated by the opioid epidemic will continue to operate without sufficient financial resources to prevent accidental overdoses, detect fentanyl-laced drugs, and respond to the emergence of the compounding consisting of fentanyl and xylazine. The Board does not anticipate any detrimental effect on the environment from the implementation of these rules.

**X. Date the rule impact statement was prepared and if modified, the date modified.**

This rule impact statement was prepared on December 20, 2023.

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Oklahoma Opioid Abatement Board  
Attorney General Gentner Drummond

GRANT ROLLOUT TIMELINE

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**December 22, 2023:**

Application Launch

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**March 8, 2024:**

Application Due

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**April 18, 2024:**

Application Review Complete

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**Late April 2024:**

Grant awards announced, contracts transmitted  
(special meeting proposed)

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**Late April-May 2024:**

Quarterly distributions wired upon receipt of executed contract and wiring  
information

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**May 22, 2024:**

Hearings on denials

**PROPOSED**

**Eighteenth-per-year Payout Schedule for NLPS**

Political Subdivision	Share Percentage	Years 1 & 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Adair County	0.8239%	\$ 20,657.90	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95
Ardmore	3.9145%	\$ 98,147.98	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99
Bartlesville	4.1708%	\$ 104,574.98	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48
Bixby	0.9534%	\$ 23,904.74	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37
Bryan County	1.6266%	\$ 40,783.45	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72
Canadian County	2.1348%	\$ 53,525.71	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85
Carter County	2.2386%	\$ 56,128.50	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25
Cherokee County	0.2188%	\$ 5,487.01	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50
Chickasha	0.6900%	\$ 17,301.16	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58
Choctaw	0.2316%	\$ 5,807.20	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60
Claremore	3.3473%	\$ 83,928.43	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21
Coweta	1.8517%	\$ 46,427.31	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65
Del City	0.9980%	\$ 25,023.03	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51
Duncan	3.8319%	\$ 96,077.92	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95
Durant	3.7091%	\$ 93,000.05	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02
Garfield County	1.2363%	\$ 30,998.61	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30
Glenpool	0.5973%	\$ 14,974.99	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49
Guymon	0.2622%	\$ 6,574.80	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40
Kingfisher County	0.5667%	\$ 14,209.94	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97
Marshall County	0.8969%	\$ 22,489.16	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58
McAlester	6.9877%	\$ 175,204.32	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15
Mcintosh County	1.5137%	\$ 37,953.28	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64
Miami	1.9671%	\$ 49,322.31	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15
Moore	1.1377%	\$ 28,524.85	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42
Murray County	3.0814%	\$ 77,261.39	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69
Newcastle	1.3717%	\$ 34,393.96	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98
Norman	19.8414%	\$ 497,487.85	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89
Okmulgee	2.9362%	\$ 73,619.28	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64
Pontotoc County	1.4273%	\$ 35,787.31	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65
Pushmataha County	1.0636%	\$ 26,667.11	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55
Sand Springs	1.4430%	\$ 36,180.03	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01
Sapulpa	4.9721%	\$ 124,666.29	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14
Sequoyah County	4.6674%	\$ 117,027.57	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78
Tahlequah	6.7177%	\$ 168,433.05	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51
Wagoner County	2.3746%	\$ 59,538.28	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14
Warr Acres	0.6101%	\$ 15,296.85	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42
Washita County	0.5138%	\$ 12,882.19	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09
Weatherford	1.3090%	\$ 32,820.18	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09
Woodward	1.7640%	\$ 44,229.02	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51
	100.0000%	\$ 2,507,317.96	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83

**PROPOSED**

**Eighteenth-per-year Payout Schedule for NLPS**

Political Subdivision	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 162	Year 18	Total
Adair County	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 10,328.95	\$ 185,921.11
Ardmore	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 49,073.99	\$ 883,331.75
Bartlesville	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 52,287.48	\$ 941,174.69
Bixby	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 11,952.37	\$ 215,142.60
Bryan County	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 20,391.72	\$ 367,051.05
Canadian County	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 26,762.85	\$ 481,731.30
Carter County	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 28,064.25	\$ 505,156.47
Cherokee County	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 2,743.50	\$ 49,383.05
Chickasha	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 8,650.58	\$ 155,710.40
Choctaw	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 2,903.60	\$ 52,264.76
Claremore	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 41,964.21	\$ 755,355.76
Coweta	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 23,213.65	\$ 417,845.73
Del City	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 12,511.51	\$ 225,207.23
Duncan	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 48,038.95	\$ 864,701.16
Durant	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 46,500.02	\$ 837,000.35
Garfield County	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 15,499.30	\$ 278,987.44
Glenpool	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 7,487.49	\$ 134,774.86
Guymon	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 3,287.40	\$ 59,173.19
Kingfisher County	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 7,104.97	\$ 127,889.46
Marshall County	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 11,244.58	\$ 202,402.43
McAlester	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 87,602.15	\$ 1,576,838.75
Mcintosh County	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 18,976.64	\$ 341,579.46
Miami	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 24,661.15	\$ 443,900.77
Moore	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 14,262.42	\$ 256,723.62
Murray County	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 38,630.69	\$ 695,352.42
Newcastle	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 17,196.98	\$ 309,545.59
Norman	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 248,743.89	\$ 4,477,390.16
Okmulgee	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 36,809.64	\$ 662,573.49
Pontotoc County	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 17,893.65	\$ 322,085.77
Pushmataha County	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 13,333.55	\$ 240,003.93
Sand Springs	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 18,090.01	\$ 325,620.22
Sapulpa	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 62,333.14	\$ 1,121,996.49
Sequoyah County	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 58,513.78	\$ 1,053,248.06
Tahlequah	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 84,216.51	\$ 1,515,897.28
Wagoner County	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 29,769.14	\$ 535,844.50
Warr Acres	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 7,648.42	\$ 137,671.63
Washita County	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 6,441.09	\$ 115,939.69
Weatherford	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 16,410.09	\$ 295,381.54
Woodward	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 22,114.51	\$ 398,061.10
	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 1,253,658.83	\$ 22,565,859.24

**Percentage-based Payout Schedule for NLPS**

Political Subdivision	Share Percentage	Years 1 & 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Adair County	0.8239%	\$ 16,642.21	\$ 6,394.13	\$ 8,003.15	\$ 8,003.15	\$ 8,003.15	\$ 8,003.15	\$ 9,412.67	\$ 12,392.86	\$ 14,119.01
Ardmore	3.9145%	\$ 79,068.96	\$ 30,379.20	\$ 38,023.87	\$ 38,023.87	\$ 38,023.87	\$ 38,023.87	\$ 44,720.65	\$ 58,879.84	\$ 67,080.98
Bartlesville	4.1708%	\$ 84,246.61	\$ 32,368.51	\$ 40,513.77	\$ 40,513.77	\$ 40,513.77	\$ 40,513.77	\$ 47,649.08	\$ 62,735.45	\$ 71,473.62
Bixby	0.9534%	\$ 19,257.89	\$ 7,399.10	\$ 9,261.02	\$ 9,261.02	\$ 9,261.02	\$ 9,261.02	\$ 10,892.08	\$ 14,340.66	\$ 16,338.11
Bryan County	1.6266%	\$ 32,855.54	\$ 12,623.47	\$ 15,800.07	\$ 15,800.07	\$ 15,800.07	\$ 15,800.07	\$ 18,582.78	\$ 24,466.36	\$ 27,874.17
Canadian County	2.1348%	\$ 43,120.82	\$ 16,567.51	\$ 20,736.59	\$ 20,736.59	\$ 20,736.59	\$ 20,736.59	\$ 24,388.73	\$ 32,110.54	\$ 36,583.09
Carter County	2.2386%	\$ 45,217.66	\$ 17,373.14	\$ 21,744.95	\$ 21,744.95	\$ 21,744.95	\$ 21,744.95	\$ 25,574.68	\$ 33,671.99	\$ 38,362.02
Cherokee County	0.2188%	\$ 4,420.39	\$ 1,698.36	\$ 2,125.74	\$ 2,125.74	\$ 2,125.74	\$ 2,125.74	\$ 2,500.13	\$ 3,291.70	\$ 3,750.19
Chickasha	0.6900%	\$ 13,937.98	\$ 5,355.13	\$ 6,702.70	\$ 6,702.70	\$ 6,702.70	\$ 6,702.70	\$ 7,883.19	\$ 10,379.12	\$ 11,824.78
Choctaw	0.2316%	\$ 4,678.33	\$ 1,797.47	\$ 2,249.79	\$ 2,249.79	\$ 2,249.79	\$ 2,249.79	\$ 2,646.02	\$ 3,483.79	\$ 3,969.03
Claremore	3.3473%	\$ 67,613.55	\$ 25,977.90	\$ 32,515.02	\$ 32,515.02	\$ 32,515.02	\$ 32,515.02	\$ 38,241.58	\$ 50,349.41	\$ 57,362.37
Coweta	1.8517%	\$ 37,402.29	\$ 14,370.39	\$ 17,986.57	\$ 17,986.57	\$ 17,986.57	\$ 17,986.57	\$ 21,154.38	\$ 27,852.15	\$ 31,731.57
Del City	0.9980%	\$ 20,158.79	\$ 7,745.24	\$ 9,694.26	\$ 9,694.26	\$ 9,694.26	\$ 9,694.26	\$ 11,401.62	\$ 15,011.54	\$ 17,102.43
Duncan	3.8319%	\$ 77,401.29	\$ 29,738.46	\$ 37,221.90	\$ 37,221.90	\$ 37,221.90	\$ 37,221.90	\$ 43,777.43	\$ 57,637.99	\$ 65,666.15
Durant	3.7091%	\$ 74,921.73	\$ 28,785.79	\$ 36,029.49	\$ 36,029.49	\$ 36,029.49	\$ 36,029.49	\$ 42,375.02	\$ 55,791.55	\$ 63,562.53
Garfield County	1.2363%	\$ 24,972.78	\$ 9,594.83	\$ 12,009.28	\$ 12,009.28	\$ 12,009.28	\$ 12,009.28	\$ 14,124.36	\$ 18,596.34	\$ 21,186.55
Glenpool	0.5973%	\$ 12,063.99	\$ 4,635.12	\$ 5,801.51	\$ 5,801.51	\$ 5,801.51	\$ 5,801.51	\$ 6,823.28	\$ 8,983.63	\$ 10,234.92
Guymon	0.2622%	\$ 5,296.72	\$ 2,035.06	\$ 2,547.17	\$ 2,547.17	\$ 2,547.17	\$ 2,547.17	\$ 2,995.78	\$ 3,944.28	\$ 4,493.66
Kingfisher County	0.5667%	\$ 11,447.67	\$ 4,398.32	\$ 5,505.13	\$ 5,505.13	\$ 5,505.13	\$ 5,505.13	\$ 6,474.69	\$ 8,524.67	\$ 9,712.04
Marshall County	0.8969%	\$ 18,117.48	\$ 6,960.94	\$ 8,712.61	\$ 8,712.61	\$ 8,712.61	\$ 8,712.61	\$ 10,247.08	\$ 13,491.45	\$ 15,370.62
McAlester	6.9877%	\$ 141,146.29	\$ 54,230.02	\$ 67,876.55	\$ 67,876.55	\$ 67,876.55	\$ 67,876.55	\$ 79,831.00	\$ 105,106.62	\$ 119,746.50
Mcintosh County	1.5137%	\$ 30,575.53	\$ 11,747.47	\$ 14,703.62	\$ 14,703.62	\$ 14,703.62	\$ 14,703.62	\$ 17,293.23	\$ 22,768.51	\$ 25,939.84
Miami	1.9671%	\$ 39,734.53	\$ 15,266.46	\$ 19,108.14	\$ 19,108.14	\$ 19,108.14	\$ 19,108.14	\$ 22,473.47	\$ 29,588.89	\$ 33,710.21
Moore	1.1377%	\$ 22,979.89	\$ 8,829.14	\$ 11,050.92	\$ 11,050.92	\$ 11,050.92	\$ 11,050.92	\$ 12,997.21	\$ 17,112.31	\$ 19,495.81
Murray County	3.0814%	\$ 62,242.52	\$ 23,914.29	\$ 29,932.12	\$ 29,932.12	\$ 29,932.12	\$ 29,932.12	\$ 35,203.78	\$ 46,349.79	\$ 52,805.66
Newcastle	1.3717%	\$ 27,708.10	\$ 10,645.77	\$ 13,324.69	\$ 13,324.69	\$ 13,324.69	\$ 13,324.69	\$ 15,671.44	\$ 20,633.24	\$ 23,507.16
Norman	19.8414%	\$ 400,780.99	\$ 153,984.64	\$ 192,733.58	\$ 192,733.58	\$ 192,733.58	\$ 192,733.58	\$ 226,677.92	\$ 298,447.36	\$ 340,016.87
Okmulgee	2.9362%	\$ 59,308.40	\$ 22,786.97	\$ 28,521.12	\$ 28,521.12	\$ 28,521.12	\$ 28,521.12	\$ 33,544.27	\$ 44,164.86	\$ 50,316.40
Pontotoc County	1.4273%	\$ 28,830.60	\$ 11,077.05	\$ 13,864.49	\$ 13,864.49	\$ 13,864.49	\$ 13,864.49	\$ 16,306.31	\$ 21,469.13	\$ 24,459.47
Pushmataha County	1.0636%	\$ 21,483.28	\$ 8,254.12	\$ 10,331.20	\$ 10,331.20	\$ 10,331.20	\$ 10,331.20	\$ 12,150.74	\$ 15,997.83	\$ 18,226.11
Sand Springs	1.4430%	\$ 29,146.98	\$ 11,198.60	\$ 14,016.64	\$ 14,016.64	\$ 14,016.64	\$ 14,016.64	\$ 16,485.25	\$ 21,704.72	\$ 24,727.88
Sapulpa	4.9721%	\$ 100,432.36	\$ 38,587.26	\$ 48,297.42	\$ 48,297.42	\$ 48,297.42	\$ 48,297.42	\$ 56,803.59	\$ 74,788.41	\$ 85,205.38
Sequoyah County	4.6674%	\$ 94,278.54	\$ 36,222.89	\$ 45,338.08	\$ 45,338.08	\$ 45,338.08	\$ 45,338.08	\$ 53,323.04	\$ 70,205.88	\$ 79,984.57
Tahlequah	6.7177%	\$ 135,691.28	\$ 52,134.14	\$ 65,253.26	\$ 65,253.26	\$ 65,253.26	\$ 65,253.26	\$ 76,745.70	\$ 101,044.48	\$ 115,118.55
Wagoner County	2.3746%	\$ 47,964.61	\$ 18,428.55	\$ 23,065.94	\$ 23,065.94	\$ 23,065.94	\$ 23,065.94	\$ 27,128.33	\$ 35,717.54	\$ 40,692.49
Warr Acres	0.6101%	\$ 12,323.29	\$ 4,734.75	\$ 5,926.21	\$ 5,926.21	\$ 5,926.21	\$ 5,926.21	\$ 6,969.94	\$ 9,176.72	\$ 10,454.90
Washita County	0.5138%	\$ 10,378.02	\$ 3,987.35	\$ 4,990.74	\$ 4,990.74	\$ 4,990.74	\$ 4,990.74	\$ 5,869.71	\$ 7,728.14	\$ 8,804.56
Weatherford	1.3090%	\$ 26,440.25	\$ 10,158.65	\$ 12,714.98	\$ 12,714.98	\$ 12,714.98	\$ 12,714.98	\$ 14,954.35	\$ 19,689.11	\$ 22,431.53
Woodward	1.7640%	\$ 35,631.32	\$ 13,689.96	\$ 17,134.92	\$ 17,134.92	\$ 17,134.92	\$ 17,134.92	\$ 20,152.74	\$ 26,533.38	\$ 30,229.10
<b>Total</b>	<b>100.0000%</b>	<b>\$ 2,019,919.45</b>	<b>\$ 776,076.13</b>	<b>\$ 971,369.21</b>	<b>\$ 971,369.21</b>	<b>\$ 971,369.21</b>	<b>\$ 971,369.21</b>	<b>\$ 1,142,447.22</b>	<b>\$ 1,504,162.24</b>	<b>\$ 1,713,670.83</b>

**Percentage-based Payout Schedule for NLPS**

Political Subdivision	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Total
Adair County	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 11,868.45	\$ 185,921.11
Ardmore	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 56,388.33	\$ 883,331.74
Bartlesville	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 60,080.79	\$ 941,174.68
Bixby	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 13,733.83	\$ 215,142.60
Bryan County	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 23,431.06	\$ 367,051.05
Canadian County	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 30,751.78	\$ 481,731.29
Carter County	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 32,247.15	\$ 505,156.46
Cherokee County	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 3,152.41	\$ 49,383.05
Chickasha	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 9,939.92	\$ 155,710.40
Choctaw	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 3,336.37	\$ 52,264.76
Claremore	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 48,218.86	\$ 755,355.75
Coweta	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 26,673.58	\$ 417,845.73
Del City	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 14,376.32	\$ 225,207.23
Duncan	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 55,199.03	\$ 864,701.14
Durant	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 53,430.72	\$ 837,000.33
Garfield County	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 17,809.43	\$ 278,987.43
Glenpool	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 8,603.48	\$ 134,774.86
Guymon	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 3,777.38	\$ 59,173.19
Kingfisher County	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 8,163.95	\$ 127,889.46
Marshall County	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 12,920.55	\$ 202,402.43
McAlester	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 100,659.01	\$ 1,576,838.73
Mcintosh County	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 21,805.05	\$ 341,579.46
Miami	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 28,336.83	\$ 443,900.77
Moore	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 16,388.20	\$ 256,723.61
Murray County	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 44,388.49	\$ 695,352.41
Newcastle	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 19,760.14	\$ 309,545.59
Norman	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 285,818.50	\$ 4,477,390.10
Okmulgee	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 42,296.01	\$ 662,573.48
Pontotoc County	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 20,560.65	\$ 322,085.77
Pushmataha County	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 15,320.88	\$ 240,003.92
Sand Springs	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 20,786.28	\$ 325,620.21
Sapulpa	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 71,623.72	\$ 1,121,996.48
Sequoyah County	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 67,235.10	\$ 1,053,248.04
Tahlequah	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 96,768.76	\$ 1,515,897.26
Wagoner County	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 34,206.15	\$ 535,844.50
Warr Acres	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 8,788.40	\$ 137,671.63
Washita County	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 7,401.12	\$ 115,939.69
Weatherford	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 18,855.96	\$ 295,381.54
Woodward	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 25,410.61	\$ 398,061.09
<b>Total</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$1,440,513.28</b>	<b>\$ 22,565,858.94</b>