



STATE OF OKLAHOMA CONTRACT WITH EASTERN BUSINESS FORMS LLC

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”), for the benefit of the Oklahoma State Department of Health (“Agency”), and Eastern Business Forms LLC (“Supplier”) and is effective as of the date set forth on a properly issued purchase order or, if no date is listed, the date of last signature (“Effective date”). The initial Contract term, which begins on the effective date of the Contract, is one (1) year with four (4) one-year options to renew the Contract.

Purpose

The State is awarding the Contract to Supplier for the purchase of dried blood spot filter paper forms for newborn metabolic screening, as more particularly described in certain Contract Documents. Supplier submitted a proposal with no exceptions, vendor documents or confidentiality requests. Supplier did include a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Attachment A – Solicitation # EV00000653;
 - 2.2. Attachment A1 – Non-Negotiable Terms;
 - 2.3. Attachment B – Negotiable General Terms;
 - 2.4. Attachment C – Reserved - OSDH General Terms;
 - 2.5. Attachment D – Reserved - State IT Terms;
 - 2.6. Attachment G -Federal Funding Terms;
 - 2.7. Exhibit 1 - Exhibit 1 - Collection Kit Example;
 - 2.8. Exhibit 2 – Cost;
 - 2.9. Exhibit 3 - Specifications; and
 - 2.10. Exhibit 4 - Response to Specifications.
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential

and are disclosable without further approval of or notice to Supplier.

- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. The parties recognize that while the State of Oklahoma is executing this Contract, payment obligations rest solely with the Office of the Oklahoma State Department of Health and the State shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma State Department of Health
Attn: Accounts Payable
123 Robert S. Kerr Avenue, Suite 1702
Oklahoma City, OK 73102
OSDH.AccountsPayable@health.ok.gov

Attachments referenced in this section are attached hereto and incorporated herein.

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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SIGNATURES

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

**STATE OF OKLAHOMA
by and through the OKLAHOMA STATE
DEPARTMENT OF HEALTH :**

EASTERN BUSINESS FORMS LLC

By: *Lisa Martinez-Leeper*
Lisa Martinez-Leeper (Mar 31, 2025 13:24 CDT)

By: *Will Adams*
Will Adams (Mar 31, 2025 13:00 EDT)

Name: Lisa Martinez-Leeper

Name: Will Adams

Title: Chief Administration Officer

Title: VP of Sales

Date: Mar 31, 2025

Date: Mar 31, 2025

Agency Counsel

By: *Kaitlyn Dunn*
Kaitlyn Dunn (Mar 31, 2025 12:09 CDT)

Name: Kaitlyn Dunn

Title: OSDH

Date: Mar 31, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: *Amanda Otis*
Amanda Otis (Apr 1, 2025 08:31 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Apr 1, 2025

Attachment A

Solicitation No. EV00000653

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma State Department of Health by and through the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Oklahoma State Department of Health from potential Suppliers to provide a contract for the purchase of dried blood spot filter paper forms for newborn metabolic screening. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.

The Contract is awarded on behalf of the Oklahoma State Department of Health to provide newborn screening filter paper kits for the Newborn Screening Program required by OAC-310-395-5-18. Product is in use at the Public Health Laboratory in Stillwater, Oklahoma. Item will be pursued as a request for proposals.

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Solicitation Criterion:

2.1. The bid will be evaluated using a best value criterion, based on the following:

- i. Price, inclusive of delivery costs
- ii. Ability to supply products
- iii. Product acceptability

2.2 Scope and Description:

- a. A selected vendor should agree to supply approximately 55,000 forms per year.
- b. The OSDH Newborn Blood Collection Forms used for the Newborn Screening Program must be printed on Whatman Grade 903 paper and Ahlstrom Grade 226 paper as per Clinical and Laboratory Standards Institute's (CLSI) specifications and US Food and Drug Administration recommendation for sample quality retention during shipping.
 - i. Bids which do not conform to the most recent clinical standards from the CLSI shall be considered non-responsive.
- c. Respond to bid with projected shipping costs provided separately.

- d. Should provide OSDH Newborn Blood Collection Forms within 30 calendar days of order.
- e. The initial identifying number used for the forms must be 2207763.

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ATTACHMENT A1-

STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS

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

1 Scope and Contract Renewal

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

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

2 Contract Effectiveness

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.

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

3 Modification of Contract Terms and Contract documents

3.1 The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

3.3 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.

3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract

document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

- 3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

- 4.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 4.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 4.4** Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- 4.5 Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

- 5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted. This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

- A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C. Payment of all fees under the Contract shall be due NET 30 days, but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

- F. If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation

under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

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

10 Termination for Funding Insufficiency

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

10.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or

other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

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

subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

13 Certification Regarding State Employees Prohibition From Fulfilling Services

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

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.

In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

15 Miscellaneous

15.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

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

15.3 Failure to Enforce

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

15.4 Invalid Term or Condition

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

15.5 Severability

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

15.6 Section Headings

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

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract

shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

15.9 Gratuities

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

15.10 Import/Export Controls

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

ATTACHMENT B

STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

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

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

1 Contract Order of Priority

1.1 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

- A.** any Amendment;
- B.** terms contained in this Contract document.
- C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** any applicable Solicitation;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law;
- F.** any statement of work, work order, or other mutually agreed Contract documents.

1.2 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 Definitions

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

- 2.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 2.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works

of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

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

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

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

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

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

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

- 5.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

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

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

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

6 Compliance with Applicable Laws

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

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [Home | E-Verify](#);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

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

8 Confidentiality

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of

at least three (3) years, all notice-related costs and toll free telephone call center services.

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

9 Assignment and Permitted Subcontractors

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said

corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agree to provide the State with a description of the background check process to include any vendor's

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

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

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

12.2 Infringement

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

12.3 Notice and Cooperation

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

12.4 Limitation of Liability

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

13 Termination for Cause

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

13.5 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

14 Termination for Convenience

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

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

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

15.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

15.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

16 Certification Regarding State Employees Prohibition From Fulfilling Services

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

17 Force Majeure

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

continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

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

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

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

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor

supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

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

19.3 Mutual Responsibilities

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

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise,

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

ATTACHMENT C
AGENCY TERMS

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ATTACHMENT D

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ATTACHMENT G

FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a Contract Document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, or contractor (“Supplier”). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier (“Parties”) must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 AFFIRMATIVE STEPS FOR CONTRACTING.

- 1.1 Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

2 INFORMATION SUBMITTED.

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

3 COMPETITIVE BIDDING.

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

4 AUDITING AND MONITORING REQUIREMENTS.

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

4.1 The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.

4.2 If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.3 No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

4.4 The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

5.1 Domestic Preferences, 2 CFR Section 200.322. Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
- c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 Buy America Preference, 2 CFR Part 184. Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

6.1 Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

Construction Contracts 41 CFR Section 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

6.3 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.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 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.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland “Anti–Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.2 Contracts and Purchases in Excess of \$10,000.

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and Subcontracts for \$25,000 and Above

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180,

subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and Purchases \$100,000 and Above

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
** Contractors must sign the attached certification.*

7.5 Contracts and Purchases \$150,000 and Above

- a. **Clean Air Act (42 U.S.C. §§ 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

7.6 Contracts and Purchases \$250,000 and Above

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

- 8.1 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 **Publications.** Any publications produced with funds from a Federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
- 8.4 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115–232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

8.6 Termination for Cause and Convenience – Provisions under Contract Attachment B apply.

This form is required for purchases of \$100,000 and above

**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

Will Adams
Will Adams (Mar 31, 2025 13:00 EDT)

Signature of Supplier's Authorized Official

Will Adams

Mar 31, 2025

Name


Date

VP of Sales

Title

Exhibit 1: Collection Kit Draft Example

VO Perf
Does not Print

EXPIRATION DATE 2029-12-31 Use black or blue ink ball point pen only. See full instructions for completion of form on back page. SN 2207801 ODH #450 REV. 03.2021	SN 2207801 	Oklahoma Newborn Screening (NBS) Form To order forms, call the OSDH NBS Program (405) 444-6494	DO NOT WRITE HERE
<input type="checkbox"/> First Screen <input type="checkbox"/> Repeat Screen <input type="checkbox"/> Previous NBS Lab# _____ Not Screened Due To <input type="checkbox"/> Refused <input type="checkbox"/> Expired ___/___/___ <input type="checkbox"/> Transferred ___/___/___ to _____		MEDICAL/FEEDING HISTORY (Check all that apply) <input type="checkbox"/> Transfusion Date ___/___/___ Time ___:___ (24 Hr Clock) <input type="checkbox"/> NICU/SCN <input type="checkbox"/> Lactose-Free Formula (Soy) <input type="checkbox"/> TPN/SNAP <input type="checkbox"/> Meconium Ileus <input type="checkbox"/> Lipids/Carnitine/MCT <input type="checkbox"/> Family History of CF	
BABY'S INFORMATION Last Name _____ First Name _____ Birth Date ___/___/___ Time ___:___ (24 Hr Clock) Sex <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown Collection Date ___/___/___ Time ___:___ (24 Hr Clock) Race (Check all that apply) <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific Islander Medical Record # _____ Gest. Age _____ Birth Wt. (gm) _____ Multiple Birth Order <input type="checkbox"/> A-H		PULSE OXIMETRY/CCHD SCREEN <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Not Performed <input type="checkbox"/> Refused <input type="checkbox"/> Echo Do not write in this box	
MOTHER'S/GUARDIAN'S INFORMATION <input type="checkbox"/> DHS Custody Last Name _____ First Name _____ <input type="checkbox"/> Adoption Address _____ Apt. # _____ City _____ State _____ Zip _____ Telephone # () - - Alternate Telephone # () - - Mother's Date of Birth ___/___/___ Mother's Medicaid ID # _____ Mother's Last 4 of SSN _____		HEARING SCREEN Date of Final Screen ___/___/___ Right Ear: <input type="checkbox"/> Pass <input type="checkbox"/> Refer Left Ear: <input type="checkbox"/> Pass <input type="checkbox"/> Refer Screen Method <input type="checkbox"/> ABR <input type="checkbox"/> OAE Hearing Risk Status (Select all that apply) If not screened, reason <input type="checkbox"/> Delayed <input type="checkbox"/> Family History <input type="checkbox"/> Discharged <input type="checkbox"/> In Utero Infection <input type="checkbox"/> No Supplies <input type="checkbox"/> Craniofacial Anomalies <input type="checkbox"/> Refused <input type="checkbox"/> ECMO <input type="checkbox"/> Technical Problem <input type="checkbox"/> Both Hyperbilirubinemia AND Exchange Transfusion <input type="checkbox"/> NICU	
PROVIDER'S INFORMATION Physician Ordering NBS (Last, First) _____ Provider ID# _____ Primary Care/Follow-up Physician (Last, First) _____ Provider ID # _____		SUBMITTER'S INFORMATION Submitting Facility's/Provider's ID # _____ Submitter's Name/Address _____	

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SN 2207801



Oklahoma Newborn Screening (NBS) Form

To order forms, call the OSDH NBS Program (405) 444-6494

DO NOT WRITE HERE

<input type="checkbox"/> First Screen <input type="checkbox"/> Repeat Screen <input type="checkbox"/> Previous NBS Lab# _____		MEDICAL/FEEDING HISTORY (Check all that apply) <input type="checkbox"/> Transfusion Date ___ / ___ / ___ Time ___:___ (24 Hr Clock) <input type="checkbox"/> NICU/SCN <input type="checkbox"/> Lactose-Free Formula (Soy) <input type="checkbox"/> TPN/SNAP <input type="checkbox"/> Meconium Ileus <input type="checkbox"/> Lipids/Carnitine/MCT <input type="checkbox"/> Family History of CF	
Not Screened Due To <input type="checkbox"/> Refused <input type="checkbox"/> Expired ___ / ___ / ___ <input type="checkbox"/> Transferred ___ / ___ / ___ to _____		Tests Requested <input type="checkbox"/> All Tests <input type="checkbox"/> HGB Only <input type="checkbox"/> GALT <input type="checkbox"/> Phe Monitor <input type="checkbox"/> CFTR	
BABY'S INFORMATION			
Last Name _____		First Name _____	
Birth Date ___ / ___ / ___ Time ___:___ (24 Hr Clock)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	
Collection Date ___ / ___ / ___ Time ___:___ (24 Hr Clock)		Race (Check all that apply) <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific Islander	
Medical Record # _____	Gest. Age _____	Birth Wt. (gm) _____	Multiple Birth Order <input type="checkbox"/> A-H
MOTHER'S/GUARDIAN'S INFORMATION			
<input type="checkbox"/> DHS Custody Last Name _____ <input type="checkbox"/> Adoption _____		First Name _____	
Address _____			Apt. # _____
City _____		State _____	Zip _____
Telephone # () - _____		Alternate Telephone # () - _____	
Mother's Date of Birth ___ / ___ / ___	Mother's Medicaid ID # _____	Mother's Last 4 of SSN _____	
PROVIDER'S INFORMATION			
Physician Ordering NBS (Last, First) _____		Provider ID# _____	
Primary Care/Follow-up Physician (Last, First) _____		Provider ID # _____	
PULSE OXIMETRY/CCHD SCREEN			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Not Performed <input type="checkbox"/> Refused <input type="checkbox"/> Echo			
<i>Do not write in this box</i>			
HEARING SCREEN			
Date of Final Screen ___ / ___ / ___			
Right Ear: <input type="checkbox"/> Pass <input type="checkbox"/> Refer		Left Ear: <input type="checkbox"/> Pass <input type="checkbox"/> Refer	
Screen Method <input type="checkbox"/> ABR <input type="checkbox"/> OAE		Hearing Risk Status (Select all that apply) <input type="checkbox"/> Family History <input type="checkbox"/> In Utero Infection <input type="checkbox"/> Craniofacial Anomalies <input type="checkbox"/> ECMO <input type="checkbox"/> Both Hyperbilirubinemia AND Exchange Transfusion <input type="checkbox"/> NICU	
If not screened, reason <input type="checkbox"/> Delayed <input type="checkbox"/> Discharged <input type="checkbox"/> No Supplies <input type="checkbox"/> Refused <input type="checkbox"/> Technical Problem			
SUBMITTER'S INFORMATION			
Submitting Facility's/Provider's ID # _____			
Submitter's Name/Address _____			

DETACH AND PLACE IN MEDICAL RECORD
CHART COPY

M Perf
Does not Print

SN 2207801



OKLAHOMA NEWBORN SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet



DETACH AND GIVE TO PARENT OR GUARDIAN

--	--

Baby's Last Name

Baby's First Name

Newborn screening blood tests

Every baby born in Oklahoma is required to have blood tests performed during the first week of life in order to help in the early detection of a group of treatable medical conditions that can cause severe illness, developmental disability or death. These tests can all be performed using a small amount of blood usually collected when the baby is 24 to 48 hours old. The blood sample is sent to the Oklahoma State Department of Health (OSDH) Public Health Laboratory for testing. Test results are usually available in 10-14 days. For a list of conditions that are screened for in Oklahoma, see the OSDH Newborn Screening Program website at <http://nsp.health.ok.gov>

Importance of newborn screening

A baby with one of the conditions in the newborn screening test panel may appear healthy at birth, which makes it difficult for healthcare providers to recognize clinically. Failure or delay in diagnosing and treating a baby with one of these conditions within weeks of life can lead to severe illness or death. Newborn screening blood tests help inform healthcare providers if your baby is at risk for one of these conditions. If your baby is found to have a disorder, immediate care by a medical specialist may be needed.

How will I get the test results for my baby?

Please, take this form with you to your baby's first well child visit and ask for your baby's newborn screening test results. If your baby's healthcare provider does not have the test results and you have not been notified by mail, please call the OSDH Newborn Screening Program at the number indicated on the reverse of this form when your baby is 3 weeks of age.

M Perf
Does not Print

OKLAHOMA NEWBORN SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet

Will my baby need more testing?

Your baby's healthcare provider or an OSDH Newborn Screening Program coordinator will contact you if your baby needs further testing. They will tell you why more tests are needed and what to do next. Retesting does not necessarily mean that your baby is sick, but rather is done to be sure there is not a problem.

Additional testing may be needed if:

- Test results were abnormal or unclear.
- Your baby was premature or sick at birth.
- The blood sample was collected before your baby was 24 hours of age.
- Your baby had a blood transfusion before the blood sample was collected.
- There was a problem with the blood sample.
- Your baby's healthcare provider requests repeat testing.

What if I have questions?

If you have questions about your baby's newborn screening tests or test results, contact your baby's healthcare provider, visit the OSDH Newborn Screening Program website at Oklahoma.gov/health/NBS, call the OSDH Newborn Screening Program at **(405) 426-8220** or **1-800-766-2223**.

VO Perf
Does not Print

SN 2207801



OKLAHOMA NEWBORN HEARING SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet



DETACH AND GIVE TO PARENT OR GUARDIAN

[Redacted area for Baby's Last Name and Baby's First Name]

Baby's Last Name

Baby's First Name

IMPORTANT
Please, take this form with you to your baby's first well child visit to discuss the results with your baby's healthcare provider.

Importance of newborn hearing screening

Every baby born in an Oklahoma hospital is required to have their hearing checked before leaving the hospital. For infants born outside of a hospital, a screening should be completed no later than 1 month of life. Hearing screening is a quick, harmless and effective way to determine if an infant can hear sounds needed for proper development of speech and language. Hearing problems need to be identified as early as possible. If an infant has a hearing loss, steps can be taken to help the infant learn to communicate.

Will my baby need more testing?

The hearing screen results for your baby should be indicated in the box to the right.

- "Pass" for both ears = your infant's hearing is sufficient for language development
- "Refer" for one or both ears = additional testing is needed. Your baby's healthcare provider should refer you for additional hearing testing.

Hearing loss can occur at any time after birth. If your baby has any box marked under **Hearing Risk Status**, it is recommended that your baby's hearing be checked again by 6 months of age.

If for some reason your baby's hearing was not screened, please call the Oklahoma State Department of Health Newborn Hearing Screening Program at the number indicated on the reverse of this form to ask about a location close to you where your baby's hearing can be checked.

HEARING SCREEN	
Date of Final Screen	___ / ___ / ___
Right Ear:	<input type="checkbox"/> Pass <input type="checkbox"/> Refer
Left Ear:	<input type="checkbox"/> Pass <input type="checkbox"/> Refer
Screen Method	<input type="checkbox"/> ABR <input type="checkbox"/> OAE
If not screened, reason	
<input type="checkbox"/> Delayed	<input type="checkbox"/> Family History
<input type="checkbox"/> Discharged	<input type="checkbox"/> In Utero Infection
<input type="checkbox"/> No Supplies	<input type="checkbox"/> Craniofacial Anomalies
<input type="checkbox"/> Refused	<input type="checkbox"/> ECMO
<input type="checkbox"/> Technical Problem	<input type="checkbox"/> Both Hyperbilirubinemia AND Exchange Transfusion
	<input type="checkbox"/> NICU

OKLAHOMA NEWBORN HEARING SCREENING PROGRAM

Oklahoma State Department of Health

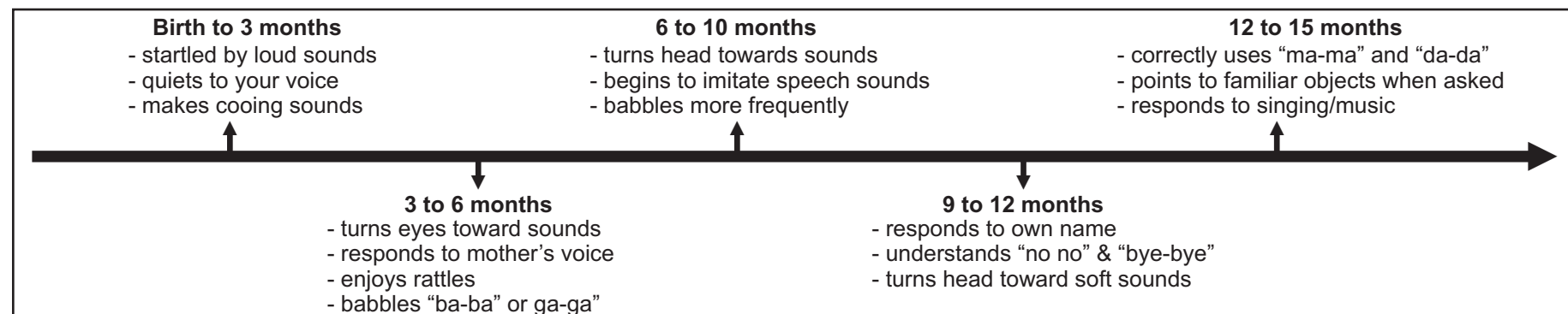
Parent/Guardian Information Sheet

Your baby's hearing

Your child's most important learning and speech development will take place during the first few years of life. In these early years of development, your child learns how to communicate - first to understand what people say, and then to start talking. Any degree of undetected hearing loss can negatively impact a child's speech, language, social and emotional development.

Your baby should be able to achieve the following milestones around the ages listed below. As the weeks and months go by, check to see if your baby can do most of the things listed. *If your baby can't, don't wait - have your infant's hearing tested.* If you suspect a hearing loss or have a concern about your child's hearing, contact your healthcare provider, an audiologist, or your county health department to find out about hearing testing.

Hearing checklist



What if I have questions?

If you have questions about your baby's newborn hearing test results, contact your baby's healthcare provider, visit the OSDH Newborn Screening Program website at <https://nsp.health.ok.gov>, call at (405) 426-8220 or 1-800-766-2223, or email the program at osdh.newbornhearing@health.ok.gov.

HH Perf
Does not Print



SN **22207801**

903™
LOT 7328424
W231

EXPIRATION DATE
2029-12-31

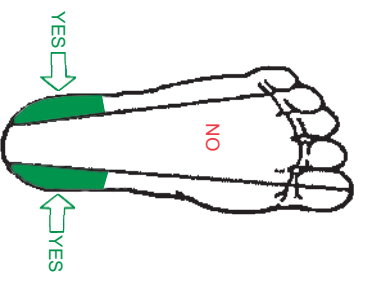
COLLECTOR'S
INITIALS _____
UNIT _____

Instructions for Collecting Blood Spot Specimens

Note: Do not handle blood collection area of Newborn Screening Form before, during, or following sampling.

Collect blood sample from
outer or inner border of heel

Collection of poor quality
specimens will delay testing



CORRECT / ACCEPTABLE
 Circles filled and evenly saturated

WRONG / UNACCEPTABLE

Multiple applications/layering

Multiple applications/insufficient sample

Serum rings present

- Position infant's foot lower than rest of body to increase blood flow.
- Warm heel using heel warmer or a soft cloth moistened with warm water up to 41°C for 3 to 5 minutes.
- Clean infant's heel with 70% isopropyl alcohol and allow to air-dry.
- Puncture inner or outer border of the heel with sterile disposable lancet, using a single, firm, quick puncture.
- Allow a large drop of blood to accumulate then wipe away with sterile gauze.
- Gently massage above the puncture site so blood flows freely; do not squeeze heel since interstitial fluid will contaminate the sample.
- Allow a second large drop of blood to accumulate.
- Apply one large drop of blood to a circle on the filter paper; the circle should be COMPLETELY filled when viewed from both sides of the filter paper.
 - Do not layer successive drops of blood.
 - Do not touch filter paper to the collection site.
 - Do not apply blood to both sides of filter paper.
- Repeat procedure for each circle, filling all 5 circles.
- Enter initials of person collecting sample and unit on filter paper.
- Allow blood spots to air-dry at room temperature for 3-4 hours.
 - Dry horizontally, preferably in a drying rack.
 - Keep away from direct light (sun or lamps) and artificial heat.
 - Keep protective flap open during drying.
 - Do not let blood spots touch anything.
 - Do not allow wet spots to come in contact with each other.
- When completely dry, fold protective flap over blood spots.
- Place completed NBS form in PAPER envelope for transport to testing laboratory. Do not put specimens in plastic bags.



VO Perf
Does not Print

Part 5 - 100# White Tag - 5 1/2" x 8 13/16" (±1/16") - Prints Black, Green 2418U and Red 185 Inks

Part 6 - 903 Lot W231
5 1/2" x 2 13/16" (±1/16") - Prints Bio Black 586 Ink
Tips to back of Part 5 with
EBF glue #1003 indicated in Green
Circle size:11.8mm ID

Fold Perf
Does not Print

Lineholes
Does not Print

VO Perf
Does not Print



INSTRUCTIONS FOR COMPLETION OF HEARING SCREEN SECTION OF NBS FORM

Hearing screening results should be submitted at the same time as the blood specimen whenever possible. No more than 2 quality screening attempts should be performed. If the hearing screen will be delayed, DO NOT delay sending the blood specimen. ALL BLOOD SPECIMENS MUST BE SENT WITHIN 24 HOURS OF COLLECTION.

Hearing Screen

1. Screen the infant's hearing using the available technology.
2. Enter hearing screen information on the right side of the NBS Form under "Hearing Screen".
3. Provide Date of Final Screen.

Note: Hospitals should only provide the final hearing screening results. If a second screen is required, report ONLY the second/final screen results.

4. Indicate Right Ear and Left Ear results utilizing "X".

Note: Ensure only one result is selected per ear. To make corrections, use a single line through the incorrect result. Print the word "error" and initial the change. (e.g., x ~~Refer~~ Error AB)

5. Indicate Screen Method used.

Reason Not Screened

Note: If infant is screened disregard this section.

1. If hearing screen cannot be performed, indicate the reason by selecting the appropriate box in the "If not screened, reason" section.
 - a. Delayed - if a hearing screen cannot be completed before the blood specimen is sent and it is anticipated that hearing will be screened prior to discharge (e.g., infant in NICU).
 - b. Discharged - if infant discharged before a hearing screen can be performed.
 - c. No supplies - if no supplies are available for the hearing screen.
 - d. Refused - if the parents/guardian refused a hearing screen.
 - e. Technical Problem - if a technical issue prevented performance of a hearing screen.

Note: If a technical problem occurs, report issue to the Newborn Hearing Screening Program.

2. Complete the "Hearing Risk Status" section (see below).
3. Ensure there are no marks in the "Screen Method" box.
4. Detach and retain the Chart copy (yellow sheet) and Hearing Screening Parent/Guardian Information Sheet (pink sheet) of the NBS form.
5. Submit the NBS Form and blood specimen for testing.
6. Perform the hearing screen prior to discharge.
7. Record the hearing screen results in the appropriate boxes on both the yellow Chart copy and pink Parent/Guardian copy.
 - a. If a new Hearing Risk Status becomes available, indicate in appropriate boxes on both copies
 - b. Photocopy the front of the completed yellow Chart copy; photocopy is used to fax results.
8. Fax a copy of the results to the Newborn Hearing Screening Program at 405-271-4892.

Hearing Risk Status

Complete the "Hearing Risk Status" section by selecting all that apply, if known.

Note: This may require reviewing the patient's chart or asking about family history.

- a. Family History - if blood relatives of the infant have a permanent hearing loss that began in early childhood (e.g., parent, grandparent, cousin, etc.).
- b. In Utero Infection - if infant exposed to CMV, herpes, rubella, syphilis, toxoplasmosis, Zika, etc.
- c. Craniofacial Anomalies - if infant displays pinna/ear canal malfunctions (microtia, atresia, ear dysplasia), cleft palate, microcephaly, hydrocephalus, etc.
- d. ECMO - if extracorporeal membrane oxygenation administered to infant.
- e. Both Hyperbilirubinemia AND Exchange Transfusion - if infant has hyperbilirubinemia requiring exchange transfusion; must have both to select this risk factor.
- f. NICU - if infant in NICU or special care nursery.

Parent Education

Detach the Hearing Screening Parent/Guardian Information Sheet (pink sheet) and give to the infant's parent or guardian at discharge. Discuss taking the form to the baby's healthcare provider.

Fold Perf
Does not Print

Lineholes
Does not Print

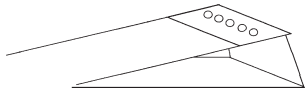
VO Perf
Does not Print

DO NOT REMOVE THIS COVER FLAP

OPEN this flap to uncover the circles for blood collection. **DO NOT** touch circles.

OPEN this flap while blood spots are drying.

- Air-dry blood spots at room temperature for 3-4 hours.
- Flap can be used to support filter paper horizontally while drying.



Close this flap over blood spots when completely dry.



SEND SPECIMENS WITHIN 24 HOURS OF COLLECTION

Use OSDH Courier Service or mail via USPS to:

Newborn Screening
Oklahoma State Dept. Health
Public Health Laboratory
4615 W. Lakeview Rd
Stillwater, OK 74075

INQUIRIES

NBS Public Health Lab:
(405) 564-7750
NBS Follow-up:
(405) 426-8220 or
(800) 766-2223

ORDERING NBS FORMS

Call (405) 444-6494
<https://oklahoma.gov/health/locations/public-health-laboratory/forms.html>

STORAGE

Store NBS forms vertically in a clean, dry area, away from direct sunlight before and after sample collection.



INSTRUCTIONS FOR COMPLETION OF NBS FORM

Print legibly using a black or blue ball point pen; press hard to ensure transfer to all copies of form. Illegible writing and incomplete information may delay test results. Complete form, even if specimen is not collected.

Top-left Portion of Form

Indicate if this is a First or Repeat newborn screen. Provide previous NBS Lab #, if known. If infant is not screened, indicate reason. If deceased, provide Date Expired. If transferred to another hospital, provide Date Transferred and Receiving Hospital. Indicate Tests Requested, as appropriate.

Baby's Information (as entered on birth certificate, as applicable)

Provide infant's Last Name and First Name(s).
Write "Male" or "Female" as First Name ONLY if first name is unknown.
Provide Birth Date and Time of Birth (use 24 hour clock, e.g., 8:30 AM is 0830 and 9:01 PM is 2101).
Provide Date and Time of Collection of specimen (use 24 hour clock).

Note: Specimens should be collected as early as possible after 24 hours of birth, prior to blood transfusion, or immediately prior to discharge, whichever comes first.

Indicate Sex of infant.

Indicate Race of infant, by selecting all that apply.

Provide infant's Medical Record number, as used by facility collecting specimen.

Provide Gestational Age (in weeks) of infant at time of birth.

Provide Birthweight (in grams) of infant.

If multiple birth, provide birth order for infant, using A (1st) through H (8th).

Mother's/Guardian's Information

Mark whether infant is in DHS Custody or is up for Adoption, as appropriate.

Provide Mother's/Guardian's Last Name and First Name.

Note: If infant is to be adopted, document the name of the agency or law firm handling adoption, or Legal Guardian responsible for infant's care at time of discharge.

Provide full address of Mother/Guardian.

Provide primary and secondary Telephone #s in the event that follow-up is required.

Secondary phone can be that of father or other close relative.

Provide Mother's Date of Birth, Medicaid ID# and Last 4 Digits of her Social Security #.

Provider's Information

Provide Last Name and First Name and NBS Provider ID# of physician (or midwife) who is ordering this screen. Refer to OSDH NBS Provider's ID list for full listing of providers.

Provide Last Name and First Name and NBS Provider ID# of physician who will be responsible for follow-up care of infant after discharge. If infant will be hospitalized for an extended period of time then provide name of attending physician.

Submitter's Information

Provide Submitting Facility's or Provider's NBS ID #.

Provide Submitter's Name and Address (e.g., birthing hospital).

Medical/Feeding History

If infant has been transfused, provide Date and Time of Transfusion.

Indicate if infant is in NICU or Special Care Nursery (SCN).

Indicate feeding and medical history, as appropriate.

Pulse Oximetry/CCHD Screen

Indicate pulse oximetry result as appropriate.

Note: A response should be provided on every filter paper.

If not screened, mark "Not Performed." If echo is performed in lieu of screening, mark "Echo."

Hearing Screen

See Hearing Screen Instructions section of this form.

Exhibit 2
Cost Sheet

Fields highlighted in yellow shall be used in calculating low price determination. Prospective Suppliers shall not alter the Cost Sheet.

Newborn Screening Filter Paper Kits		
Cost per Kit	\$.55 each	-

Newborn Screening Filter Paper Kits		
Shipping Costs per Kit	\$ included in cost per kit	-

Newborn Screening Filter Paper Kits		
Total Cost per Kit*	\$.55 each (Total: \$ 30,250.00)	-

*including shipping costs

Exhibit 3 – Mandatory Specifications

SPECIFICATIONS FOR OKLAHOMA METABOLIC DISORDER SCREENING KIT ODH #450 REV. 10/2018

Responses not complying with any of the requirements listed below will be considered non responsive and eliminated from further consideration for award.

Vendor Requirements:

1. Vendor must be registered with the Food and Drug Administration (FDA) for printing an in vitro medical diagnostic device (N 1,281,317) and must comply with FDA's "Good Manufacturing Practices" regulations and provide documentation
2. Vendor must provide documentation, if requested, of a satisfactory FDA inspection and authorization for printing and production of this collection kit.
3. Vendor must provide at least four physical properties of the filter paper listed below:
 - a. Absorption capacity
 - b. Homogeneity
 - c. Retention volume of 1/8 inch punch and
 - d. Absorption time for filling blood collection circles
4. Vendor must provide with the bid a Certificate of Quality Control Testing post printing of the filter paper.
5. Vendor must provide a proof of the form for examination, revision, and approval by the Public Health Laboratory prior to printing.
6. Vendor shall not print or manufacture the form until the final proof is approved by the Public Health Laboratory Service.
7. Vendor must acknowledge compliance with all specifications listed below.

Filter paper Matrix. Specifications - before printing

1. Filter paper shall be a recent lot of S&S 903 or equivalent 100% pure cotton fiber, filter paper with no wet-strength additives or equivalent. Lot number to be printed on the filter paper attachment of page 3.
2. Basis weight should be 110 lb.+/- 5% per read (550 sheets 24 x 35 inches).
3. Densitometer reading by Gurley method on one sheet with a 5 oz. Cylinder, 0.1 sq. orifice and 100 cc of air (Test method, modified ASTM D7266-58).
4. pH should be 5.7 to 7.5
5. Ash% 0.2 maximum (Test method, modified ASTM D726-63)
6. Kelmin: Tappi modified useful method- UM451
7. Wet strength (ASTM D-774-67), usually around 4/5 lbs./inch sq.
8. Absorption rate: The absorption time and the diameter of blood spot produced by 100uL. Of a fresh whole blood sample (hematocrit 55 +/- 1%). Absorption time target: 12 seconds; range 5-30 seconds. Diameter target: 16mm; range 15-17 mm volume. Ragged edges or mottling or dried blood spot should not be observed. 1/8-inch punch of dried blood spot should equate to a blood volume of 1.54 +/- 0.17 uL.
9. Lithographic printing is not an acceptable printing process for the filter paper. A dedicated ink delivery system used only for filter paper printing is recommended.

Ink Specifications:

1. Printing ink must not interfere in analytical test procedures. Data must be available, if requested to validate the compatibility of the ink for the following tests: Phenylalanine, Amino Acid disorders, Galactose, Galactose 1-phosphate Uridyl Transferase, Thyroxine, Thyroid Stimulating Hormone, Cystic Fibrosis, Congenital Hyperplasia, Medium Chain Acyl CoA Dehydrogenase, Fatty Acid oxidation disorders, Organic Acid disorders, SCID and others.
2. Circles on the filter paper must be a thin black broken line and must be same dimensions as shown on the attached sample (0.5 inches or 13 mm in diameter)
3. Page 1. Print using green ink with white headings and green check boxes and all the printing in black or green ink. See example
4. Page 2. Print on yellow paper with green ink with white headings and green check boxes and all other printing in black or green ink. Use red ink for wording on CHART COPY. See example.
5. Print serial numbers on filter paper in black ink.
6. Page 5 Collecting specimens. Use red or black ink for expiration date on filter paper. Drawings outlined in black ink with foot having green ink showing the area for collection in green and red no designation for where not to draw sample. Use red ink in correct/ acceptable circle as well as wrong/unacceptable circles as shown on example. Use red tear drop in circle marked with one drop, on circle, one time.
7. Page 6 front and back print use red ink to print first lines of text. See example. All other printing in black ink.

Packing Specifications:

1. Forms shall be packaged in protective loose wrap in bundles of approximately 100 in numerical order.
NOTE: Shrink wrap or use of heat in packaging is not acceptable and will affect the absorption capacity of the filter paper.
2. Bundles shall be boxed in number order with bundles (forms) flat and not shipped on their side.
3. Boxes shall be numbered on the exterior with the serial number sequence.

Certificate of Post Printing Quality Control Testing of Filter Paper Matrix:

Random samples of the printed form are to be taken for quality control testing, Sampling to be based on the Military standard 105-E. Vendor must be able to provide a certificate, if requested, to verify that changes have not taken place during the printing process. Item to be tested on samples is as follows:

1. Dimensional testing, including caliper to ensure that the thickness of the filter paper hasn't changed during the printing process. See section on filter paper specifications.
2. Text check versus the approved proof.
3. Blood absorption time for 100 uL of blood. Absorption rate: The absorption time and the diameter of blood spot produced by 100 uL. Of a fresh whole blood sample (hematocrit 55+/-1%). Absorption time target: 12 seconds, range 5-30 seconds.
4. Blood circle size for 100 uL of blood. Diameter target: 16mm, range 15-17 mm volume.
5. Circle quality: Ragged edges or mottling or dried blood spot should not be observed.

Newborn Metabolic Disorder Screening Kit Format Specifications:

See attached draft for example of the collection kit.

1. **SIZE:** Collection kit finished - height 5.5 x length 12.625 in
All measurements include 0.5-inch perforation on left side

Page 1 Demographic Entry Form 5.5 x 8.5-inch Printing on front
Page 2 Newborn Metabolic Disorder Screen - Chart copy (yellow) 5.5 x 9.25-inch printing on front
Page 3 Newborn Metabolic Disorder Screen - Parent information (Pastel Blue) 5.5 x 9.875-inch, printing Front and Back
Page 4 Newborn Hearing Screening - Parent information (Pastel Pink) 5.5 x 10.5-inch, Printing Front and Back
Page 5 Blood Collection Instructions and Filter Paper Cardstock back cover- OUTSIDE 12.625 x 5.5
Page 6 Overlay 5.5 x 12.625-inch, printing on front and back

2. **Print font:** Arial or equivalent
3. **Print size;** Readable for average individual and fit information to designated areas of the form.
4. **Print format:** Minor changes in format of print fields may be allowed but must be approved in advance with a proof for approval and prior to printing.

Page 1- Print must fit in designated areas.

Page 2- Print must fit in designated areas.

Page 3 & 4- Instructions may be re-arranged to fit into space.

Page 5 - Data must be in designated area.

See Exhibit 1 Demographic Entry Form - Layout

5. **Barcode & Serial number:** Each kit to be serially numbered with corresponding barcode (3 of 9 mod 43) (checksum digit) as shown in kit example.

The serial number will appear on page 1, 2, 3, 4 and the filter paper starting with the number **1976336**.

- a. Location of Serial number:

Page 1: Demographic- Serial number to appear top left side of sheet and perforated stub. Page 2: Chart copy- Serial number to appear top left side of sheet.

Page 3: Parent Instructions (blue), to left side of sheet Page 4: Parent copy (pink), top left side of sheet.

Page 5: Filter paper attached on right side as shown.

- b. Location of Barcode:

Page 1: Demographic, to appear top left side of sheet and stub; barcode to be perforated for removal as shown.

6. **Print Media & Ink**

Page 1: Print in green, white, and black ink on white 20# bond,

Page 2: Print front in green, white, and black ink on pastel yellow NCR 20# bond, specific areas to be in register with page 1.

Page 3: Print front and back, in black ink, on pastel blue NCR 20# bond, specific areas to be in register with page 1.

Page 4: Print front and back, in black ink. On pastel pink NCR 20# bond, specific areas to be in register with page 1. Coat face of page 4 to allow impressions.

Page 5: Print on 100# buff tag with 903 filter paper or equivalent attached to right side.

Page 6: Print on 100# buff tag.

7. **In Register Printing: (pages 1, 2, 3, 4)- coated NCR**

Fields required to be in register and coated

"Baby's Last Name" Page 1 with page 2, 3, 4

"Baby's First Name" Page 1 with page 2, 3, 4

Check all that apply at time of screening boxes of Page 1 must be in register with boxes on

Check all that apply Page 2

Page 1 with Page 4

All boxes on Page 1 In the **Hearing Screening Results Section** that are completed must be in register with Page 4

8. **Designated location of boxes**

In the "Specimen Information Section"¹¹

Location 1- Top right corner of form. This area of the box must be 2 inches wide and ½ inch high from edge of form.

Location 2 - The top of the box is 1 ½ inches from the top edge and is 3/8 inches in height by 2 7/8 inches in length,

Note: Each box to have "Do not write in this box" in small print.

See Exhibit 1 - Demographic Entry Form - Layout

9, **Perforation:** All pages to perforate 0.5 inches on left side and glued on left side.

Page 5 - Filter paper attachment to be perforated for removal

Page 6 - Overlay- Perforated at 3 ½ inches from the right side for easy removal

10. **Fold:** Page 6 -fold 1½ inches from right side to cover the circles of the filter paper.

11. **Drawings:** Page 6 Printed on folded panel - add drawing or facsimile of drawing. Add international Biohazard symbol on folded panel in black ink

12. **Mylar Coating:** Page 6-A three-inch area starting ½ inch from the right side of the paper to be coated with mylar. The coated area to be in register with the front and back side of the circles of the filter paper to prevent specimen contamination by the paper stock.

13. **Filter Paper Attachment:** 903 filter paper attached (butts) to the right side of the page, Glue page 2, 3, & 4 on left side so all pages can be removed at the same time.

14. **Circles on Filter Paper:** Circle ½ inch or 13 mm in diameter printed with a broken or dotted line, Edge of circle must be printed ½ inch from the right edge of the filter paper.

15. **Expiration Date:** Expiration date XX/XX/XX to be printed in front of the filter paper attachment of page 5 in 10 or 12 bold print.

16. **Identifiers:** Manufacturer's name (or identifier) and lot number of filter paper must be printed on the filter paper attachment.



**EXHIBIT 4 -
Response to Specifications and Requirements**

EASTERN BUSINESS FORMS, LLC **Since 1964** PO Box 10, Mauldin, SC 29662

Phone: 800.387.2648 Fax: 864.297.6492



DECLARATION OF GOOD MANUFACTURING PRACTICES

November 12, 2019

To whom it may concern,

Eastern Business Forms, Inc. (EBF), a U.S. FDA registered medical device manufacturing company with operations in Greenville, South Carolina USA and who is certified to ISO 13485:2016 by its registrar "NQA", hereby declares that EBF 903 Filter Paper medical devices for Newborn Screening, AdulUChild Testing and other blood and body fluid specimen collection intended uses, are produced in compliance with the requirements of the U.S. FDA's 21CFR820-Series Quality System Regulations and Good Manufacturing Practices (GMP) for device safety and performance, and sample tested according to the Clinical And Laboratory Standards Institute's filter paper standard "NBS01-A6" to confirm blood absorption and saturation acceptance, prior to job order release/distribution.

Will Adams

Vice President of Marketing/Sales



Establishment Registration & Device Listing

Medical Devices Databases

New Search

Back To Search Results

Establishment
 EASTERN BUSINESS FORMS LLC
 530 Old Sulphur Springs Road
 Greenville SC 29607
 Registration Number: 300&496607
 FEI Number; IOOS: 96607
 Status; Acn
 0,11,07 Recognition Status: 20'13

Owner, Operator:
 Eastern Business Forms LLC
 530 Old Sulphur Springs Road
 Greenville SC 29607
 Owners Operator Number: 10032559

Official Correspondent:
 Richard E. Itain
 530 Old Sulphur Springs Road
 Greenville SC 29607
 Phone: 1-86+28&2451-1a224

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Establishment Registration & Device Listing

FOR. Forme Medical Devices ?ta

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Propnelzuy Nome: 903 FILTER PAPER
 Clas1c1fication Name: TUBES, VIALS SYSTEMS SERUM S:EP;RATORS
 BLOOD COLLECTION
 PT<><luct Code: 1E,
 Device Clan: 2
 Regulation Number: 862_1675
 Medical S ialty: Clinical Chem|sty
 Registered Esllblshment Name: EASTERN BUSINESS FORMS LLC
 Registered Establishment Number: 3008496607
 Owner/Operator: Eastern Business Form3 LLC
 Owner/Operator Number: 10032559
 Establishment1 Operations: Cofllrad Manufacturer Manufacturer

Certificate Of Analysis

Paper Grade: 903

Lot Number: W231

Paper Description: 100% pure cotton fibers, with no additives

Analytical Data	Mean	CLSI Requirements
Mean pH	7.0	5.7 - 7.5 pH
Mean Serum Uptake (μ l / 1/8" disc)	1.50	1.37-1.71 μ l
Mean Blood absorption time (sec / 100 μ l)	11	5 - 30 sec
Mean Spot Diameter (mm)	16	15 -17 mm

Note: The Mean Serum Uptake result is provided by the Centers for Disease Control and Prevention (CDC).

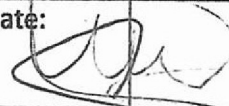
Conformance & Quality systems statement

This is to certify that this product conforms to Cytiva specifications.

All products are manufactured via a Quality System certified to **BS EN ISO9001:2015** and tested in accordance with documented quality procedures and approved as a result of meeting the required specification

Electronic signature

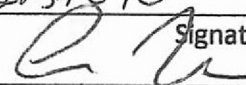
This document has been electronically produced and is valid without a signature.

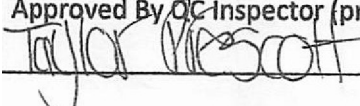
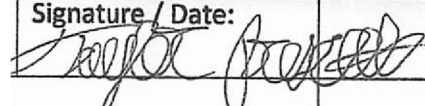
11:1 C u	903 Lot#: 1).1).3	Job Number: 32?A2	Item Number/ Revision: 1105 35/ REVA1
	PO#: '3 ()90;2. 1\	Job Quantity: 5),000	Form Name: OKLAHOMA DOH NBS CARD
	Bindery Manger or QC Inspector (print name): MAie\Pr A. wt-JcGlill		Signature / Date:  2/13/25

Date Form Received: :2-18-).S Equipment	Blood Lot#: tli'(<)N J3:/1J 20 ID#	Laboratory Temperature: 10S^oJ- Date of Testing:	Laboratory Humidity: 32^o/0 CLSI NBSOI Specifications
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Pipette: r'1r 8J6·2s-	Absorbance: 5-30 s
Circle Gage Template: F-'=1Sc¹. Otf<5	Saturation: 15-17 mm
Stopwatch: ;13o.:i S:C6/S	2-18-25

Sample	Absorbency (seconds)	Circle Size (mm)	Form Number	Visual Inspection
			1	10.4
2	9.6	15	2207902	
3	11.3	16	2207903	
4	10.8	16	2207904	
5	10.4	15	2207905	
6	10.7	15	2207906	
7	7.8	15	2231251	
8	8.0	16	2231252	
9	9.9	16	2231253	
10	9.2	16	2231254	
11	8.3	15	2231255	
12	7.6	15	2231256	
13	8.4	15	2257691	
14	10.4	16	2257692	
15	10.2	15	2257693	
16	9.2	15	2257694	
17	8.6	16	2257695	
18	10.5	16	2257696	
19	9.7	16	2257697	
20	10.0	16	2257698	

Titled By Phlebotomist (print name): Lee, T. J.	Average Absorbency: 9.2	Average Circle Size: 15.5	Signature // Date:  2-18-25
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Approved By QC Inspector (print name): 	Signature / Date:  2-18-25
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Oklahoma DOH NBS Card
 10534635 Rev.A1
 Job # 7328424-002
 12-30-24
 Second Proof

CUSTOMER		EBF	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>		
SIGNATURE		SIGNATURE	
NAME:	REF: 10534635	REVISION: A1	
DATE:	DATE:		

Note: This PDF form layout is produced to a 1:1 scale. All copy and construction features are shown in their proper position per your specifications. Production variances will result in a potential ± 1/16" (1.6mm) tolerance.

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OKLAHOMA NEWBORN SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet

tsaoy s lastfName

Baby's F"list Name

Newborn screening blood tests

Every baby born in Oklahoma is required to have blood tests performed during the first week of life in order to help in the early detection of a group of treatable medical conditions that can cause severe illness, developmental disability or death. These tests can all be performed using a small amount of blood usually collected when the baby is 24 to 48 hours old. The blood sample is sent to the

Oklahoma State Department of Health (OSDH) Public Health Laboratory for testing. Test results are usually available in 10-14 days. For a list of conditions that are screened for in Oklahoma, see the OSDH Newborn Screening Program website at <http://nsp.health.ok.gov>

Importance of newborn screening

A baby with one of the conditions in the newborn screening test panel may appear healthy at birth, which makes it difficult for healthcare providers to recognize clinically. Failure or delay in diagnosing and treating a baby with one of these conditions within weeks of life can lead to severe illness or death. Newborn screening blood tests help inform healthcare providers if your baby is at risk for one of these conditions. If your baby is found to have a disorder, immediate care by a medical specialist may be needed.

How will I get the test results for my baby?

Please, take this form with you to your baby's first well child visit and ask for your baby's newborn screening test results. If your baby's healthcare provider does not have the test results and you have not been notified by mail, please call the OSDH Newborn Screening Program at the number indicated on the reverse of this form when your baby is 3 weeks of age.

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Oklahoma DOH NBS Card
10534635 Rev.AI
Job # 7328424-002
12-30-24
Second Proof

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CUSTOMER		EBF	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>		
SIGNATURE		SIGNATURE	
NAME:	REF: 10534635	REVISION: AI	
DATE:	DATE:		

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Does not Print

OKLAHOMA NEWBORN SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet

Will my baby need more testing?

Your baby's healthcare provider or an OSDH Newborn Screening Program coordinator will contact you if your baby needs further testing. They will tell you why more tests are needed and what to do next. Retesting does not necessarily mean that your baby is sick, but rather is done to be sure there is not a problem.

Additional testing may be needed if:

- Test results were abnormal or unclear.
- Your baby was premature or sick at birth.
- The blood sample was collected before your baby was 24 hours of age.
- Your baby had a blood transfusion before the blood sample was collected.
- There was a problem with the blood sample.
- Your baby's healthcare provider requests repeat testing.

What if I have questions?

If you have questions about your baby's newborn screening tests or test results, contact your baby's healthcare provider, visit the OSDH Newborn Screening Program website at Oklahoma.gov/health/NBS, call the OSDH Newborn Screening Program at **(405) 426-8 220** or **1-800-766-2223**.

Oklahoma DOH NBS Card
 10534635 Rev. AI
 Job # 7328424-002
 12-30-24
 Second Proof

CUSTOMER		EBF	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>		
SIGNATURE		SIGNATURE	
NAME:	REF: 10534635	REVISION: AI	
DATE:	DATE:		

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OKLAHOMA NEWBORN HEARING SCREENING PROGRAM

Oklahoma State Department of Health

Parent/Guardian Information Sheet



Baby's Last Name	Baby's First Name

IMPORTANT
 Please, take this form with you to your baby's first well child visit to discuss the results with your baby's healthcare provider.

Importance of newborn hearing screening

Every baby born in an Oklahoma hospital is required to have their hearing checked before leaving the hospital. For infants born outside of a hospital, a screening should be completed no later than 1 month of life. Hearing screening is a quick, harmless and effective way to determine if an infant can hear sounds needed for proper development of speech and language. Hearing problems need to be identified as early as possible. If an infant has a hearing loss, steps can be taken to help the infant learn to communicate.

Will my baby need more testing?

The hearing screen results for your baby should be indicated in the box to the right.

- "Pass" for both ears = your infant's hearing is sufficient for language development
- "Refer" for one or both ears = additional testing is needed. Your baby's healthcare provider should refer you for additional hearing testing.

Hearing loss can occur at any time after birth. If your baby has any box marked under **Hearing Risk Status**, it is recommended that your baby's hearing be checked again by 6 months of age.

If for some reason your baby's hearing was not screened, please call the Oklahoma State Department of Health Newborn Hearing Screening Program at the number indicated on the reverse of this form to ask about a location close to you where your baby's hearing can be checked.

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RlalllEr. <input type="checkbox"/>	Rafi. <input type="checkbox"/>	L-R Ear: <input type="checkbox"/> Pass <input type="checkbox"/> Rllflr
ScraMMIIMICI	"8R OOA E	
11111----		
		Hearing Risk Status (Select all that apply)
		<input type="checkbox"/> Family History
		<input type="checkbox"/> In Utero Infection
		<input type="checkbox"/> Cranial Wound
		<input type="checkbox"/> ECMO
		<input type="checkbox"/> Both
		<input type="checkbox"/> Nifu

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Oklahoma DOH NBS Card
 10534635 Rev.A1
 Job # 7328424-002
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 Second Proof

CUSTOMER		EBF	
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OKLAHOMA NEWBORN HEARING SCREENING PROGRAM

Oklahoma State Department of Health

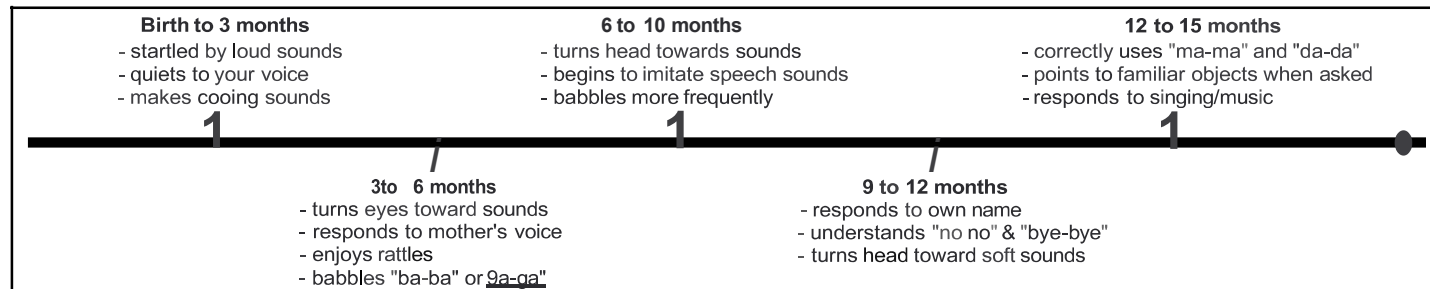
Parent/Guardian Information Sheet

Your baby's hearing

Your child's most important learning and speech development will take place during the first few years of life. In these early years of development, your child learns how to communicate - first to understand what people say, and then to start talking. Any degree of undetected hearing loss can negatively impact a child's speech, language, social and emotional development.

Your baby should be able to achieve the following milestones around the ages listed below. As the weeks and months go by, check to see if your baby can do most of the things listed. *If your baby can't, don't wait - have your Infant's hearing tested.* If you suspect a hearing loss or have a concern about your child's hearing, contact your healthcare provider, an audiologist, or your county health department to find out about hearing testing.

Hearing checklist



What if I have questions?

If you have questions about your baby's newborn hearing test results, contact your baby's healthcare provider, visit the OSDH Newborn Screening Program website at <https://nsp.health.ok.gov>, call at (405) 426-8220 or 1-800-766-2223, or email the program at osdh.newbornhearing@health.ok.gov.

