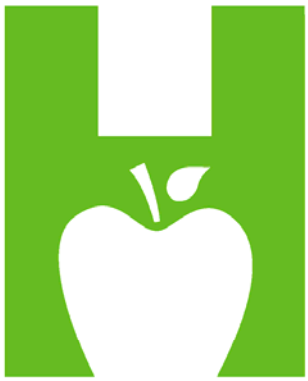

Oklahoma State Department of Health

Creating a State of Health

Request for Proposals

ADVANCED DIRECTIVE REGISTRY

2/23/16

Contracting Officer: Ashley Hillemeyer
Phone: (405) 271-4043
Fax: (405) 271-1789
Email: ashleyl@health.ok.gov
Mail: 1000 NE 10th St.
Oklahoma City, OK 73117-1299

Request for Proposal (RFP) Instructions:

If you received this document through the OSDH website or from any source other than the Contracting Officer, please email the Contracting Office with your company name, your name, and contact information (phone, fax, email) to assure receipt of any changes or additional materials related to this RFP.

To submit a complete RFP package, please do the following:

1. Thoroughly review the **entire** RFP.

2. Comply with all instructions in this section.

3. Submit a response to this RFP in the form of an "RFP Response Package." This package must contain your response to the RFP submission requirements and all required supporting information and documents. Proposals should be prepared simply and economically to provide a straightforward and concise description of the Proposer's capability to meet the requirements of the RFP.

4. **Response Due Date and Time:** Please prepare one original and one (1) copy of your RFP Response Package and submit your RFP Response Package no later than 3:00 PM CST/CDT on March 23, 2016. All RFP Response Packages and related documents in response to this RFP are public records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable:

   Submit to: Oklahoma State Department of Health
   Financial Services, ATTN: Ashley Hillemeyer
   1000 NE 10th St.
   Oklahoma City, OK 73117-1299

5. RFP Response Packages shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the Proposer shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

6. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

7. All proposals submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

8. Proposals submitted in response to this RFP must be held firm for a period of 120 days following the closing date for submission of proposals. This period may be extended with the agreement of the proposer.

9. All terms and conditions herein become the contract between OSDH and the successful Contractor. By submitting their response to this Request for Proposal (RFP), the successful Contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, Contractor agrees to ensure that Contractor, it's officers and employees, (collectively "organization") abide by the terms and/or condition applicable to organization.

10. **Mandatory Requirements:**
11. The use of the terms “shall,” “must” or “will” (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition. The word “should” or “may” in this contract indicates desirable attributes of conditions and are permissive in nature.

12. Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

13. Clarification pertaining to the contents of this solicitation shall be directed by email to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation. Any inquiries should be directed to the designated Contracting Officer identified on the cover page of this RFP. Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer unless authorized by the Contracting Officer. All inquiry responses by the OSDH must be in writing to be binding
    Time line for questions

Deadline to submit questions: *E-mail to ashleyl@health.ok.gov*	March 4, 2016

14. If a Proposer fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Proposer, or that reasonably should have been known by the Offeror, the Offeror shall submit a proposal at its own risk; and if awarded the contract, the Offeror shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an Offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
15. Offerors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

16. If an “Amendment of Solicitation”, OMES-FORM-CP-011, is issued, the Proposer shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the RFP Response Package or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. Failure to acknowledge solicitation amendments may be grounds for rejection.

17. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Oklahoma State Department of Health.

18. It is the Proposer’s responsibility to check the OSDH website frequently for any possible amendments that may be issued. The OSDH is not responsible for a Proposer’s failure to download any amendment documents required to complete a solicitation.

19. If the Proposer needs to change a proposal prior to the solicitation response due date, a new RFP Response Package shall be submitted to the OSDH with the following statement "This proposal supersedes the proposal previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the Proposer shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

20. Sealed bids shall be opened by the OSDH at 1000 NE 10th St., Oklahoma City, OK at the time and date specified in the solicitation as Response Due Date and Time.

21. RFP Response Packages received by the OSDH after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

22. Submitted RFP Response Packages are rendered as a legal offer and any proposal, when accepted by the OSDH, shall constitute a contract. The Contract resulting from this solicitation may consist of the following documents in order of preference:
    - Signed Contract, as may be amended;
    - Solicitation, as amended (if applicable); and,
    - Successful proposal (including required certifications), to the extent the proposal does not conflict with the requirements of the solicitation or applicable law.

23. In accordance with Title 74 §85.5, the OSDH reserves the right to negotiate with one, selected, all or none of the Offerors responding to this solicitation to obtain the best value for the OSDH. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the OSDH's risks. The OSDH shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Offerors, for any and all items in the vendor's offer. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. Negotiations may be conducted in person, in writing, or by telephone.
    Negotiations shall only be conducted with potentially acceptable offers. The OSDH reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the OSDH determines that a change in such requirements is in the best interest of the OSDH.

24. The OSDH reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A proposal may be rejected when the Offeror imposes terms or conditions that would modify requirements of the solicitation or limit the Offeror's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

25. Proposals will not be considered if any of the following exists:
    - Proposal was not submitted by the stated deadline.
    - Proposal does not include the entire proposal package as detailed herein.
    - Proposal does not comply with all of the requirements of the bid process and solicitation.
    - Proposal does not meet purchasing guidelines.

26. The OSDH will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to this solicitation.

27. A proposer should give specific attention to clear identification of the portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification, including citation of applicable federal law or state

statutes, why such materials should not be disclosed upon request pursuant to the Oklahoma Open Records Act. This confidential and/or proprietary information should be identified by page and section number and included in a cover letter as the front page of the proposal response. Proposers are advised that proposals as a whole cannot be identified as confidential or proprietary, and that cost information cannot be excepted from disclosure.

28. The OSDH program area will assemble a committee to review the bids. This committee will make recommendations to the OSDH Procurement Service. The final award will be made in accordance with Title 74 O.S. 2001 based on the following best value evaluation criteria:

- Technical and functional requirements
- Cost Proposal
- Organization and Product Response
- VPAT (Accessibility)

Proposals will be ranked and a contract awarded to the highest-ranked proposer. The OSDH reserves the right to require clarification or negotiation of any portion of any or all proposals.

To finalize the contract award, the parties will execute the attached contract (Attachment A).

Purpose of this Request for Proposal:
The Oklahoma State Department of Health, hereinafter referred to as the OSDH, is soliciting proposals from qualified suppliers to host and manage all aspects of the Oklahoma Advanced Directive Registry to comply with the requirements of Title 63 of the Oklahoma Statutes, Section 3102.1 (Attachment B.)

The registry shall be used to store advance directives pursuant to the Oklahoma Advance Directive Act that are filed with the registry by or with the authorization of those executing the advance directives.

Contract Period:
This contract shall begin on the date signed by the OSDH and shall continue for a period of one (1) year. This contract shall include an option to renew for up to ten (10) additional one-year periods This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties. No services shall be provided prior to the effective date.

Contractor Relationship:
In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for the contract resulting from this RFP is that of a vendor.

Contract Expense Cap:
All services provided under this contract shall be provided at no cost to the OSDH.

Mandatory RFP Submission Requirements:

In order to be considered response to this RFP, each Offeror must provide the documents and respond to each of the questions below.

Required Forms:

1. Cover letter detailing any confidential or proprietary information included in the RFP Package and/or any exceptions to the terms, conditions, or requirements of the solicitation.
2. Completed Responding Bidder Information, OMES-FORM-CP-076 (Attachment C), and any other forms required by the solicitation.
3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004 (Attachment D), must be made out in the name of the Offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

Offeror Qualifications and Experience:

4. To be eligible to respond to this RFP, Offerors must have successfully implemented an Advanced Directive Registry or similar system (preferably a statewide advanced directive registry) that is currently in production. Provide a description of the system.
5. Describe the Proposer organizational structure and capabilities, including ownership model and organizational charts.
6. Provide the number of years the Offeror has provided similar services;
7. Provide the number of clients/customers and geographic locations the Supplier currently serves.
8. List any customers who have terminated services for a similar proposed system in the past year and explain the circumstances.
9. Provide a legal action summary which shall include:
    - A statement as to whether there are any outstanding legal actions or potential claims and a brief description of any actions.
    - A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
    - A description of any judgments against the Offeror within the last five (5) years, including the case name, court case docket number, and the final ruling or determination from the court.
    - In cases where litigation is ongoing and Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
10. Attach a Profit & Loss (P&L) statement and a Balance sheet for the last two (2) years (independently audited is preferred).

Key Personnel Experience:

11. Provide a document detailing personnel to be assigned to accomplish the work called for in the RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of the RFP. Also include type of work that each defined person will provide during the project, and describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any proposed subcontractors.

Contractor's Duties:

12. Provide a description of the proposed registry product to be provided, including:
- What data elements will be collected and displayed
- How the information will be organized and presented to users
- How the user will interact with the application
- Identify the methods by which patients/consumers can submit information.
- How advanced directives are validated when submitted.
- Methods for patients/consumers to update the information.
- How advance directives will be evaluated for quality assurance before acceptance.
- How previous versions of advance directives will be archived. Please provide how long and how many versions will be archived. What are the delete capabilities?
- How clients would remove a filed advanced directive from the registry
- User access requirements and registration procedures.
- Flexibility to handle various Advance Directive forms.

13. Describe the technical support and help desk options for: clients that will be registering an advanced directive with the registry, health care providers that are providing care to a registered client, agents of registered clients, family of registered clients as well as the support available to the OSDH.
14. Indicate whether the product would have to be customized/developed for the OSDH to perform the work/services called for in the RFP, including any functional gaps to the requirements outlined in the RFP.
15. Indicate how the website will be maintained in order to function with new browsers or protocols/standards.
16. Review and respond to each of the requirements under "Duties of the Contractor" in the draft contract for these services (Attachment A), describing how Offeror will provide services to perform each of these duties.
17. Provide a copy of an internal review of the Offeror's Information Security and Business Continuity practices. Complete the State of Oklahoma Security Certification and Accreditation Assessment for External Systems (Attachment E).
18. Provide a viable ten-year budget and sustainability plan, including revenue sources, or managing and maintaining the registry and exposing it through the Supplier's website.
19. Provide a data transition plan to the OSDH in advance of the expiration date of the agreement to ensure orderly transfer of the data to a third party for continuity of operation of the State registry in the event of expiration, cancellation, or assignment of the contract or other circumstances that would involve transferring the registry documents and clients to another provider.
20. Provide a risk management plan that identifies risks to performance of this contract and how identified risks will be managed and mitigated, and problems will be communicated to the OSDH.
21. Provide a work plan identifying key milestones (including due dates), methodologies and techniques to be used, and deliverables to the OSDH to assure successful performance of all responsibilities of the contract and ongoing communication with the OSDH Contract Monitor.
22. Describe the problem escalation procedure and appropriate points of contact.
23. Complete a Voluntary Product Accessibility Template (VPAT) describing the product's compliance with the State of Oklahoma Information Technology Accessibility Standards (Attachment F).

Cost Proposal:

The Contractor shall be responsible for all costs to establish, host, operate, and maintain the registry, and to provide services to clients. The Contractor may charge reasonable fees to the public for utilizing Advance Directive Registry services to fund the establishment, maintenance, and operation of the Advance Directive Registry. The OSDH shall not be responsible for providing any additional funds to sustain operations. The Contractor shall be solely responsible for budgeting and planning operation of the registry to maintain adequate cash flow to provide services to the public in accordance with the terms of this contract.

Provide cost to the public to access the registry.
Specifically please provide:

- Cost of the initial filing of the advanced directive.
- Length of time this initial filing is valid (if not indefinite)
- Cost for renewals (if any) to registry membership
- Cost for revisions (if any)

Describe whether and if so, how, cost to the public may be increased during the term of the agreement.

Terms and Conditions:

Terms and conditions stated in this RFP and included in Attachment A will form the terms and condition of the contract.

By submitting a proposal, supplier warrants that it has the technical, operational, and financial capability to perform the duties of this contract for the term of the agreement period.

Plans and documents provided in response to this RFP will become Attachments to the contract.

CONTRACT
BETWEEN
THE OKLAHOMA STATE DEPARTMENT OF HEALTH
AND
[CONTRACTOR NAME]

This contract is entered into between the Oklahoma State Department of Health, Center for Health Statistics, hereinafter referred to as OSDH, by virtue of the authority vested in it by 63 O.S. § 3102.1. and [CONTRACTOR NAME], hereinafter referred to as Contractor.

All terms and conditions herein become the contract between the OSDH and the Contractor. The Contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, Contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

Purpose:

The purpose of this contract is to provide the Oklahoma Advanced Directive Registry to comply with the requirements of Title 63 of the Oklahoma Statutes, Section 3102.1 (Attachment A.)

The registry shall be hosted and managed by the Contractor and used to store advance directives pursuant to the Oklahoma Advance Directive Act that are filed with the registry by or with the authorization of those executing the advance directives.

Contractor Relationship:

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract is that of a vendor.

Contract Period:

This contract shall begin on the date signed by the OSDH and shall continue for a period of one (1) year. This contract shall include an option to renew for up to ten (10) additional one-year periods. This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties. No services shall be provided prior to the effective date.

Contract Expense Cap:

The Contractor shall be responsible for all costs to establish, host, operate, and maintain the registry, and to provide services to clients. The Contractor may charge reasonable fees to the public for utilizing Advance Directive Registry services to fund the establishment, maintenance, and operation of the Advance Directive Registry. The OSDH shall not be responsible for providing any additional funds to sustain operations. The Contractor shall be solely responsible for budgeting and planning operation of the registry to maintain adequate cash flow to provide services to the public in accordance with the terms of this contract. Fees shall be established in accordance with the

attached fee schedule submitted with the Contractor's proposal.

Duties of the Contractor:

1. The Contractor shall establish, host, maintain, and manage all aspects of the Oklahoma Advanced Directive Registry in accordance with Title 63 of the Oklahoma Statutes, Section 3102.1 and the related Administrative Code (Title 310, Chapter 96) (Attachment A) which shall:
   - Be accessible through a website maintained by the OSDH. (We plan to accomplish this by imbedding a hyperlink to the selected vendor's website on the OSDH Advanced Directives webpage).
   - Provide a means for consumers to file and manage advance directives.
   - Use standard internet technologies and protocols.
   - The currently released versions of web browsers developed by Microsoft, Google, Mozilla, and Apple will be supported, as well as the previously released version.
   - Must comply with the Oklahoma Office of Management and Enterprise Services (OMES) Information Security Policy, Procedures, and Guidelines (http://www.ok.gov/cio/Policy_and_Standards/)
   - Comply with the State of Oklahoma Information Technology Accessibility Standards http://www.ok.gov/cio/documents/isd_itas.doc
   - Be accessible to clients and health care providers 24/7/365.
   - Have a monitored emergency phone system.
   - Be accessible to health care providers/organizations caring for the person who executed the advance directive to view the patient's advanced directive stored in the registry immediately and free of charge.
2. The registry shall be maintained in a secure database that is designed to provide access via the Internet to each advance directive filed in the database by:
   - the person who executed the advance directive;
   - those named as agents in the advance directive;
   - a health care provider caring for the person who executed the advance directive.
3. The registry must be available by November 1, 2016.
4. The Contractor shall provide a Contract Manager that will act as the primary point of contact for the OSDH concerning all matters related to the contract.
5. The Contractor shall operate the registry in a manner that will sustain continued operation of the registry and user commercially reasonable efforts to assure maximum access to the registry services.
6. Provide quarterly reports on usage of the Oklahoma Advanced Directive Registry (new clients, number of changes to existing advanced directives, and cancelations) to the OSDH, and include statistics on health care provider access/query activity.
7. Provide technical support and help desk options for: clients that will be registering an advanced directive with the registry, health care providers that are providing care to a registered client, agents of registered clients, family of registered clients as well as the support available to the OSDH.
8. Maintain disaster recovery policies and procedures to restore the system to an operational state in the event of failure, including complete failure.

10. Contractor understands and agrees that it is hereby undertaking a fiduciary relationship whereby Contractor agrees to perform its obligations under this Contract in a manner which serves the best interests of the State of Oklahoma and its citizens.
11. Contractor agrees to exercise the utmost good faith and honesty toward the State of Oklahoma and the citizens who utilize the services provided by the Contractor and to exercise the care, skill, judgment, and diligence of an experienced and expert provider of these services, including but not limited to providing the Oklahoma Advanced Directive Registry in a professional, business-like, and efficient manner and in accordance with all applicable federal and state requirements, for the term of this contract.
12. Contractor agrees to cooperate with transitioning data and documents to another provider or to the State of Oklahoma in the event of cancellation or termination of this contract by either party for any reason to effect an orderly transition of functions pursuant to the transition plan agreed between the parties and attached to this contract as Attachment B. This responsibility shall survive termination or expiration of this contract until the duty has been fully satisfied or performed.

Duties of the OSDH:

The OSDH shall:

1. Upon expiration or termination of the contract by either party, OSDH agrees to promptly remove any proprietary information that may be on the OSDH website related to the Oklahoma Advance Directive Registry and to cease using any proprietary training or other proprietary materials provided by the Contractor.

2. Maintain a link to the hosted Advance Directive Registry on its website.

3. Provide the Oklahoma statutory form and updates.

4. Review and approve submitted alternative forms and post on the OSDH website as approved alternative forms.

GENERAL TERMS AND CONDITIONS

Access to Records Requirements:

The Contractor agrees to comply with all record retention requirements of 63 O.S. §3101 *et. seq.* The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the statutory record retention period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular statutory record retention period, whichever is later.

Amendments, Unavailability or Redirection of Funding and Cancellation:

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. All modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be in writing to the business address of record. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 63 O.S. §3101 *et. seq.,* which will include assistance with transfer of the data to a new provider or to the State, as applicable.

Applicable Law:

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

Assignment and Delegation:

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Records clause as stated above shall be included in any subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Contractor of any responsibility for performance under this contract. In the event the Contractor sells or transfers all or part of its business, including the Advanced Directive Registry, to a third party, the OSDH shall be provided with a minimum of ninety (90) days' advance notice, and the OSDH shall have the option to terminate the contract without cause or liability. The terms and conditions of this contractor shall be binding upon any successors or assigns, unless otherwise agreed to in writing by the OSDH.

Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
2. have, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
4. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

Contact Persons:

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: _____at telephone number: _____.

For purposes of this contract, all contacts with the OSDH shall be directed to its representative Derek Pate at telephone number (405) 271-6225.

Contract Monitoring Plan:

As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Contractor site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Derek Pate
Center for Health Statistics
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-6225
derekp@health.ok.gov

Contractor's Relation to the OSDH:

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees.

Entire Agreement:

This contract, including referenced attachments, represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

Event of Default:

In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

Evidence of Insurability:

The Contractor shall obtain and retain insurance, including workers' compensation, and general liability as applicable or as required by State or Federal law and shall provide evidence of insurability (Certificate of Insurance) from the insurance carrier prior to commencement of any work in connection with the Contract. The Contractor shall timely renew the policies to be carried

pursuant to this section throughout the term of the Contract and shall provide the OSDH Procurement Division with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Procurement Division.

Failure to Comply Statement:

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, suspend or terminate the contract in part or in whole, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

Force Majeure:

The Contractor shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Contractor.

Information Technology Access Clause:

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Vendor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT.

If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, and statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

Mandatory Requirements:

The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes of conditions and are permissive in nature.

Oklahoma Taxpayer and Citizen Protection Act of 2007:

By signing the contract, the Contractor warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Contractor shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their contract. These warranties

shall remain in effect through the entire term, including all renewal periods, of the Contract.
All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.
The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

Other Certifications:

The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR 200.112; 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

Ownership of Materials:

Data collected by the Contractor is the property of the OSDH. Ownership of the software, website, and other intellectual property of the Contractor remains with the Contractor. The Contractor is authorized to access the OSDH data as needed to perform the duties of the contract. Dissemination of any data, except as authorized by *63 O.S. §3101* et. seq. is prohibited.

Privacy Clause:

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statues, rules and regulations. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment resulting from a breach of this obligation. The Contractor agrees to indemnify and hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this obligation.

Procurement Integrity:
The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

Statement of Responsibility and Liability:
The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).
The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

This Statement of Responsibility and Liability shall survive termination or expiration of the contract.

Waiver of Breach:
No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

APPROVED:

Representing: Oklahoma State Department of Health as legal signatory:	Representing: [CONTRACTOR NAME] as legal signatory:
_____ Deborah Nichols Chief Operating Officer	_____ Name _____ Title
_____ Date	_____ Date

ADVANCED DIRECTIVE
Statutes

OKLAHOMA ADVANCE DIRECTIVE ACT

63 § 3101.1. Short Title
Sections 3101.1 through 3101.16 of this title shall be known and may be cited as the "Oklahoma Advance Directive Act".

Added by Laws 1992, HB 1893, c. 114, § 1, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 3, emerg. eff. May 17, 2006

63 § 3101.2. Purpose
A. The purpose of the Oklahoma Advance Directive Act is to:
1. Recognize the right of individuals to control some aspects of their own medical care and treatment, including but not limited to the right to decline medical treatment or to direct that it be withdrawn, even if death ensues;
2. Recognize that the right of individuals to control some aspects of their own medical treatment is protected by the Constitution of the United States and overrides any obligation the physician and other health care providers may have to render care or to preserve life and health;
3. Recognize that decisions concerning one's medical treatment involve highly sensitive, personal issues that do not belong in court, even if the individual is incapacitated, so long as a proxy decision-maker can make the necessary decisions based on the known intentions, personal views, or best interests of the individual. If evidence of the individual's wishes is sufficient, those wishes should control; if there is not sufficient evidence of the individual's wishes, the proxy's decisions should be based on the proxy's reasonable judgment about the individual's values and what the individual's wishes would be based upon those values. The proper role of the court is to settle disputes and to act as the proxy decision-maker of last resort when no other proxy is authorized by the individual or is otherwise authorized by law;
4. Restate and clarify the law to ensure that the individual's advance directive for health care will continue to be honored during incapacity without court involvement; and
5. Encourage and support health care instructions by the individual in advance of incapacity and the delegation of decision-making powers to a health care proxy.

B. To be sure that the individual's health care instructions and proxy decision-making will be effective, the Oklahoma Advance Directive Act also includes necessary and appropriate protection for proxies and health care providers who rely in good faith on the instructions of the individual and the decisions of an authorized proxy.

C. The Oklahoma Advance Directive Act does not condone, authorize, or approve mercy killing, assisted suicide, or euthanasia.

Added by Laws 1992, HB 1893, c. 114, § 2, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 4, emerg. eff. May 17, 2006

63 § 3101.3. Definitions
As used in the Oklahoma Advance Directive Act:
1. "Advance directive for health care" means any writing executed in accordance with the requirements of Section 3101.4 of this title and may include a living will, the appointment of a health care proxy, or both such living will and appointment of a proxy;
2. "Attending physician" means the physician who has primary responsibility for the treatment and care of the patient;
3. "Declarant" means any individual who has issued an advance directive according to the procedure provided for in Section 3101.4 of this title;
4. "End-stage condition" means a condition caused by injury, disease, or illness, which results in severe and permanent deterioration indicated by incompetency and complete physical dependency for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective;
5. "Health care provider" means a person who is licensed, certified, or otherwise authorized by the law of this state to administer health care in the ordinary course of business or practice of a profession;
6. "Health care proxy" is an individual eighteen (18) years old or older appointed by the declarant as attorney-in-fact to make health care decisions including, but not limited to, the provision, withholding, or withdrawal of life-sustaining treatment if a qualified patient, in the opinion of the attending physician and another physician, is persistently unconscious, incompetent, or otherwise mentally or physically incapable of communication;
7. "Persistently unconscious" means an irreversible condition, as determined by the attending physician and another physician, in which thought and awareness of self and environment are absent;
8. "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity;
9. "Physician" means an individual licensed to practice medicine in this state;
10. "Qualified patient" means a patient eighteen (18) years of age or older who has executed an advance directive and who has been determined to be incapable of making an informed decision regarding health care, including the provision, withholding, or withdrawal of life-sustaining treatment, by the attending physician and another physician who have examined the patient;
11. "State" means a state, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico; and
12. "Terminal condition" means an incurable and irreversible condition that, even with the administration of life-sustaining treatment, will, in the opinion of the attending physician and another physician, result in death within six (6) months.

Added by Laws 1992, HB 1893, c. 114, § 3, eff. September 1, 1992;
mended by Laws 2006, SB 1624, c. 171, § 5, emerg. eff. May 17, 2006

63 § 3101.4. Advance Directive Form and Procedures
A. An individual of sound mind and eighteen (18) years of age or older may execute at any time an advance directive for health care governing the provision, withholding, or withdrawal of life-sustaining treatment. The advance directive shall be signed by the declarant and witnessed by two individuals who are eighteen (18) years of age or older who are not legatees, devisees, or heirs at law.

B. An advance directive that is not in the form set forth in subsection C of this section and that is executed in Oklahoma shall not be deemed to authorize the withholding or withdrawal of artificially administered nutrition and/or hydration unless it specifically authorizes the withholding or withdrawal of artificially administered nutrition and/or hydration in the declarant's own words or by a separate section, separate paragraph, or other separate subdivision that deals only with nutrition and/or hydration and which section, paragraph, or other subdivision is separately initialed, separately signed, or otherwise separately marked by the declarant.

C. An advance directive may be in substantially the following form:

Advance Directive for Health Care

If I am incapable of making an informed decision regarding my health care, I direct my health care providers to follow my instructions below.

I. Living Will

If my attending physician and another physician determine that I am no longer able to make decisions regarding my medical treatment, I direct my attending physician and other health care providers, pursuant to the Oklahoma Advance Directive Act, to follow my instructions as set forth below:

(1) If I have a terminal condition, that is, an incurable and irreversible condition that even with the administration of life-sustaining treatment will, in the opinion of the attending physician and another physician, result in death within six (6) months:

_____ I direct that my life not be extended by life-sustaining treatment, except that if I

am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

Initial only one option

_____ I direct that my life not be extended by life-sustaining treatment, including artificially administered nutrition and hydration.

_____ I direct that I be given life-sustaining treatment and, if I am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

_____ See my more specific instructions in paragraph (4) below. (Initial if applicable)

(2) If I am persistently unconscious, that is, I have an irreversible condition, as determined by the attending physician and another physician, in which thought and awareness of self and environment are absent:

_____ I direct that my life not be extended by life-sustaining treatment, except that if I am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

Initial only one option

_____ I direct that my life not be extended by life-sustaining treatment, including artificially administered nutrition and hydration.

_____ I direct that I be given life-sustaining treatment and, if I am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

_____ See my more specific instructions in paragraph (4) below. (Initial if applicable)

(3) If I have an end-stage condition, that is, a condition caused by injury, disease, or illness, which results in severe and permanent deterioration indicated by incompetency and complete physical dependency for which treatment of the irreversible condition would be medically ineffective:

_____ I direct that my life not be extended by life-sustaining treatment, except that if I am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

Initial only one option

_____ I direct that my life not be extended by life-sustaining treatment, including artificially administered nutrition and hydration.

_____ I direct that I be given life-sustaining treatment and, if I am unable to take food and water by mouth, I wish to receive artificially administered nutrition and hydration.

_____ See my more specific instructions in paragraph (4) below. (Initial if applicable)

(4) OTHER. Here you may:

(a) describe other conditions in which you would want life-sustaining treatment or artificially administered nutrition and hydration provided, withheld, or withdrawn,
(b) give more specific instructions about your wishes concerning life-sustaining treatment or artificially administered nutrition and hydration if you have a terminal condition, are persistently unconscious, or have an end-stage condition, or
(c) do both of these:

_____
_____
_____
_____

_____
Initial

II. My Appointment of My Health Care Proxy

If my attending physician and another physician determine that I am no longer able to make decisions regarding my medical treatment, I direct my attending physician and other health care providers pursuant to the Oklahoma Advance Directive Act to follow the instructions of _____, whom I appoint as my health care proxy. If my health care proxy is unable or unwilling to serve, I appoint _____ as my alternate health care proxy with the same authority. My health care proxy is authorized to make whatever medical treatment decisions I could make if I were able, except that decisions regarding life-sustaining treatment and artificially administered nutrition and hydration can be made by my health care proxy or alternate health care proxy only as I have indicated in the foregoing sections.

If I fail to designate a health care proxy in this section, I am deliberately declining to designate a health care proxy.

III. Anatomical Gifts

Pursuant to the provisions of the Uniform Anatomical Gift Act, I direct that at the time of my death my entire body or designated body organs or body parts be donated for purposes of:
(Initial all that apply)
_____ transplantation
_____ therapy
_____ advancement of medical science, research, or education
_____ advancement of dental science, research, or education
Death means either irreversible cessation of circulatory and respiratory functions or irreversible cessation of all functions of the entire brain, including the brain stem. If I initial the "yes" line below, I specifically donate:

___ My entire body
Or
___ The following body organs or parts

___ Lungs	___ Liver
___ Pancreas	___ Heart
___ Kidneys	___ Brain
___ Skin	___ Bones/Marrow
___ Blood/Fluids	___ Tissue
___ Arteries	___ Eyes/Cornea/Lens

IV. General Provisions

a. I understand that I must be eighteen (18) years of age or older to execute this form.
b. I understand that my witnesses must be eighteen (18) years of age or older and shall not be related to me and shall not inherit from me.
c. I understand that if I have been diagnosed as pregnant and that diagnosis is known to my attending physician, I will be provided with life-sustaining treatment and artificially administered hydration and nutrition unless I have, in my own words, specifically authorized that during a course of pregnancy, life-sustaining treatment and/or artificially administered hydration and/or nutrition shall be withheld or withdrawn.
d. In the absence of my ability to give directions regarding the use of life-sustaining procedures, it is my intention that this advance directive shall be honored by my family and physicians as the final expression of my legal right to choose or refuse medical or surgical treatment including, but not limited to, the administration of life-sustaining procedures, and I accept the consequences of such choice or refusal.
e. This advance directive shall be in effect until it is revoked.
f. I understand that I may revoke this advance directive at any time.

g. I understand and agree that if I have any prior directives, and if I sign this advance directive, my prior directives are revoked.
h. I understand the full importance of this advance directive and I am emotionally and mentally competent to make this advance directive.
i. I understand that my physician(s) shall make all decisions based upon his or her best judgment applying with ordinary care and diligence the knowledge and skill that is possessed and used by members of the physician's profession in good standing engaged in the same field of practice at that time, measured by national standards.

Signed this _____ day of _____, 20 _____.

_____
(Signature)

_____
City of

_____
County, Oklahoma

_____
Date of birth

_____
(Optional for identification purposes)

This advance directive was signed in my presence.

_____
Witness

_____, Oklahoma
Residence

_____
Witness

_____, Oklahoma
Residence

D. A physician or other health care provider who is furnished the original or a photocopy of the advance directive shall make it a part of the declarant's medical record and, if unwilling to comply with the advance directive, promptly so advise the declarant.
E. In the case of a qualified patient, the patient's health care proxy, in consultation with the attending physician, shall have the authority to make treatment decisions for the patient including the provision, withholding, or withdrawal of life-sustaining procedures if so indicated in the patient's advance directive.
F. A person executing an advance directive appointing a health care proxy who may not have an attending physician for reasons based on established religious beliefs or tenets may designate an individual other than the designated health care proxy, in lieu of an attending physician and other physician, to determine the lack of decisional capacity of the person. Such designation shall be specified and included as part of the advance directive executed pursuant to the provisions of this section.

Added by Laws 1992, HB 1893, c. 114, § 4, eff. September 1, 1992;
Amended by Laws 1995, HB 1969, c. 99, § 1, eff. November 1, 1995;
Amended by Laws 2003, HB 1611, c. 270, § 1, eff. November 1, 2003;
Amended by Laws 2004, HB 2568, c. 166, § 1, eff. November 1, 2004;
Amended by Laws 2006, SB 1624, c. 171, § 6, emerg. eff. May 17, 2006

63 § 3101.5. When Advance Directive Becomes Operative

A. An advance directive becomes operative when:
   1. It is communicated to the attending physician; and
   2. The declarant is no longer able to make decisions regarding administration of life-sustaining treatment. When the advance directive becomes operative, the attending physician and other health care providers shall act in accordance with its provisions or comply with the provisions of Section 9 of this act.
B. In the event more than one valid advance directive has been executed and not revoked, the last advance directive so executed shall be construed to be the last wishes of the declarant and shall become operative pursuant to subsection A of this section.

Added by Laws 1992, HB 1893, c. 114, § 5, eff. September 1, 1992.

63 § 3101.6. Revocation of Advance Directive

A. An advance directive may be revoked in whole or in part at any time and in any manner by the declarant, without regard to the declarant's mental or physical condition. A revocation is effective upon communication to the attending physician or other health care provider by the declarant or a witness to the revocation.
B. The attending physician or other health care provider shall make the revocation a part of the declarant's medical record.

Added by Laws 1992, HB 1893, c. 114, § 6, eff. September 1, 1992.

63 § 3101.7. Qualified Patient - Determination – Record

The determination of the attending physician and another physician that the patient is a qualified patient shall become a part of the patient's medical record.

Added by Laws 1992, HB 1893, c. 114, § 7, eff. September 1, 1992.

63 § 3101.8. Right to Make Life-Sustaining Treatment Decisions - 63 Alleviation of Pain - Pregnant Patient

A. A patient may make decisions regarding life-sustaining treatment as long as the patient is able to do so.
B. Even if life-sustaining treatment or artificial administration of nutrition and hydration are withheld or withdrawn, the patient shall be provided with medication or other medical treatment to alleviate pain and will be provided with oral consumption of food and water.
C. If a qualified patient has been diagnosed as pregnant and that diagnosis is known to the attending physician, the pregnant patient shall be provided with life-sustaining treatment and artificially administered hydration and nutrition, unless the patient has specifically authorized, in her own words, that during a course of pregnancy, life-sustaining treatment and/or artificially administered hydration and/or nutrition shall be withheld or withdrawn. If it is not known if the patient is pregnant, the said physician shall, where appropriate considering age and other relevant factors, determine whether or not the patient is pregnant.

Added by Laws 1992, HB 1893, c. 114, § 8, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 7, emerg. eff. May 17, 2006

63 § 3101.9. Duty of Health Care Provider Who is Unwilling to Comply with Act

An attending physician or other health care provider who is unwilling to comply with the Oklahoma Advance Directive Act shall as promptly as practicable take all reasonable steps to arrange care of the declarant by another physician or health care provider when the declarant becomes a qualified patient. Once a patient has established a physician-patient relationship with a physician or a provider-patient relationship with another health care provider, if the physician or other health care provider refuses to comply with a medical treatment decision made by or on behalf of the patient pursuant to the Oklahoma Advance Directive Act, or with a medical treatment decision made by such a patient who has decision-making capacity, and if the refusal would in reasonable medical judgment be likely to result in the death of the patient, then the physician or other health care provider must comply with the medical treatment decision pending the completion of the transfer of the patient to a physician or health care provider willing to comply with the decision. Nothing in this section shall require the provision of treatment if the physician or other health care provider is physically or legally unable to provide or is physically or legally unable to provide without thereby denying the same treatment to another patient. Nothing in this section may be construed to alter any legal obligation or lack of legal obligation of a physician or other health care provider to provide medical treatment, nutrition, or hydration to a patient who refuses or is unable to pay for them.

Added by Laws 1992, HB 1893, c. 114, § 9, eff. September 1, 1992;
Amended by Laws 1995, HB 1969, c. 99, § 2, eff. November 1, 1995;
Amended by Laws 1998, SB 840, c. 164, § 1, emerg. eff. April 28, 1998;
Amended by Laws 2006, SB 1624, c. 171, § 8, emerg. eff. May 17, 2006.

63 § 3101.10. Nonliability - Health Care Provider, Health Care Proxy, and Others

A. In the absence of knowledge of the revocation of an advance directive, a person is not subject to civil or criminal liability or discipline for unprofessional conduct for carrying out the advance directive pursuant to the requirements of the Oklahoma Advance Directive Act.
B. A physician or other health care provider, whose actions under the Oklahoma Advance Directive Act are in accord with reasonable medical standards, is not subject to criminal or civil liability or discipline for unprofessional conduct with respect to those actions;

provided, that this subsection may not be construed to authorize a violation of Section 3101.9 of this title. In making decisions and determinations pursuant to the Oklahoma Advance Directive Act the physician shall use his or her best judgment applying with ordinary care and diligence the knowledge and skill that is possessed and used by members of the physician's profession in good standing engaged in the same field of practice at that time, measured by national standards.

C. An individual designated as a health care proxy, pursuant to Section 3101.4 of this title, to make health care decisions for a declarant and whose decisions regarding the declarant are made in good faith pursuant to the Oklahoma Advance Directive Act, is not subject to criminal or civil liability, or discipline for unprofessional conduct with respect to those decisions.

Added by Laws 1992, HB 1893, c. 114, § 10, eff. September 1, 1992;
Amended by Laws 1995, HB 1969, c. 99, § 3, eff. November 1, 1995;
Amended by Laws 2006, SB 1624, c. 171, § 9, emerg. eff. May 17, 2006

63 § 3101.11. Sanctions and Penalties for Certain Acts

A. A physician or other health care provider who willfully fails to arrange the care of a patient in accordance with Section 3101.9 of this title shall be guilty of unprofessional conduct.

B. A physician who willfully fails to record the determination of the patient's condition in accordance with Section 3101.7 of this title shall be guilty of unprofessional conduct.

C. Any person who willfully conceals, cancels, defaces, alters, or obliterates the advance directive of another without the declarant's consent, or who falsifies or forges a revocation of the advance directive of another shall be, upon conviction, guilty of a felony.

D. A person who in any way falsifies or forges the advance directive of another, or who willfully conceals or withholds personal knowledge of a revocation as provided in Section 3101.6 of this title shall be, upon conviction, guilty of a felony.

E. A person who requires or prohibits the execution of an advance directive as a condition for being insured for, or receiving, health care services shall be, upon conviction, guilty of a felony.

F. A person who coerces or fraudulently induces another to execute an advance directive or revocation shall be, upon conviction, guilty of a felony.

G. The sanctions provided in this section do not displace any sanction applicable under other law.

Added by Laws 1992, HB 1893, c. 114, § 11, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 10, emerg. eff. May 17, 2006

63 § 3101.12. Interpretation and Effect of Act

A. Death resulting from the withholding or withdrawal of life-sustaining treatment in accordance with the Oklahoma Advance Directive Act shall not constitute, for any purpose, a suicide or homicide.

B. The making of an advance directive pursuant to Section 3101.4 of this title shall not affect in any manner the sale, procurement, or issuance of any policy of life insurance or annuity, nor shall it affect, impair, or modify the terms of an existing policy of life insurance or annuity. A policy of life insurance or annuity shall not be legally impaired or invalidated in any manner by the withholding or withdrawal of life-sustaining treatment from an insured qualified patient, regardless of any term of the policy or annuity to the contrary.

C. A person shall not prohibit or require the execution of an advance directive as a condition for being insured for, or receiving, health care services.

D. The Oklahoma Advance Directive Act creates no presumption concerning the intention of an individual who has revoked or has not executed an advance directive with respect to the use, withholding, or withdrawal of life-sustaining treatment.

E. The Oklahoma Advance Directive Act shall not affect the right of a patient to make decisions regarding use of life-sustaining treatment, so long as the patient is able to do so, or impair or supersede any right or responsibility that a person has to effect the withholding or withdrawal of medical care; provided, that this subsection may not be construed to authorize a violation of Section 3101.9 of this title.

F. The Oklahoma Advance Directive Act shall not be construed to condone, authorize, or approve mercy killing, assisted suicide, or euthanasia.

G. Failure to designate a health care proxy in accordance with Section 3101.4 of this title shall not be interpreted to invalidate the authority of a health care proxy to make life-sustaining treatment decisions if otherwise authorized by law.

Added by Laws 1992, HB 1893, c. 114, § 12, eff. September 1, 1992;
Amended by Laws 1995, HB 1969, c. 99, § 4, eff. November 1, 1995;
Amended by Laws 2006, SB 1624, c. 171, § 11, emerg. eff. May 17, 2006

63 § 3101.13. Presumption - Compliance With Act - Validity of Directive

In the absence of knowledge to the contrary, a physician or other health care provider may presume that an advance directive complies with the Oklahoma Advance Directive Act and is valid.

Added by Laws 1992, HB 1893, c. 114, § 13, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 12, emerg. eff. May 17, 2006

63 § 3101.14. Validity of Document Executed in Another State

Execution of an advance directive by an individual, which provides for the provision, withholding, or withdrawal of life-sustaining treatment for that individual or for the appointment of another to give directions to provide, withhold, or withdraw life-sustaining treatment, executed in another state in compliance with the law of that state or of this state is valid for purposes of the Oklahoma Advance Directive Act to the extent the advance directive does not exceed authorizations allowed under the laws of this state; provided, that no such advance directive shall be deemed to authorize the withholding or withdrawal of artificially administered nutrition and/or hydration unless it specifically authorizes such withholding or withdrawal of artificially administered nutrition and/or hydration, and either the advance directive:

1. Was executed by a person who was not a resident of Oklahoma at the time of execution; or

2. Specifically authorizes the withholding or withdrawal of artificially administered nutrition and/or hydration in the declarant's own words or by a separate section, separate paragraph, or other separate subdivision that deals only with nutrition and/or hydration and which section, paragraph, or other subdivision is separately initialed, separately signed, or otherwise separately marked by the person executing the advance directive.

Added by Laws 1992, HB 1893, c. 114, § 14, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 13, emerg. eff. May 17, 2006

63 § 3101.15. Directives Executed Under Prior Acts

A. Any directive to a physician executed pursuant to the former Oklahoma Natural Death Act, 63 O.S. 1991, Section 3101 et seq., which was executed prior to September 1, 1992, shall be enforceable according to its terms until revoked and shall have the same force and effect as if made pursuant to this act. Such directive shall be binding on the attending physician whether or not the person who executed the directive was in a terminal condition at the time of execution unless there is evidence that the person executing the directive intended that it should be binding only if executed or re-executed after the person became afflicted with a terminal condition as defined by the former Oklahoma Natural Death Act.

B. Any advance directive executed prior to the enactment of any amendment to the Oklahoma Advance Directive Act which substantially complied with the law in effect at the time of the execution of the directive shall be enforceable according to its terms until revoked and shall have the same force and effect as if made pursuant to this act, as amended.

Added by Laws 1992, HB 1893, c. 114, § 15, eff. September 1, 1992;
Amended by Laws 1995, HB 1969, c. 99, § 5, eff. November 1, 1995;
Amended by Laws 2006, SB 1624, c. 171, § 14, emerg. eff. May 17, 2006

63 § 3101.16. Person Making Decisions Pursuant to Act for Declarant - Basis of Decision

An individual making life-sustaining treatment decisions pursuant to the provisions of the Oklahoma Advance Directive Act for a declarant shall make such decisions based on the known intentions, personal views and best interests of the declarant. If evidence of the declarant's wishes is sufficient, those wishes shall control. If there is not sufficient evidence of the wishes of the declarant, the decisions shall be based on the reasonable judgment of the individual so deciding about the values of the declarant and what the wishes of the declarant would be based upon those values.

Added by Laws 1992, HB 1893, c. 114, § 16, eff. September 1, 1992;
Amended by Laws 2006, SB 1624, c. 171, § 15, emerg. eff. May 17, 2006

63 § 3102.1. Advance Directive Registry

A. The State Department of Health shall establish and maintain an advance directives registry which shall be accessible through a website maintained by the Department. The registry shall be used to store advance directives pursuant to the Oklahoma Advance Directive Act that are filed with the registry by or with the authorization of those executing the advance directives.
B. The registry shall be maintained in a secure database that is designed to provide access to each advance directive filed in the database by the person who executed the advance directive, those named as agents in the advance directive, any person related within the fourth degree of consanguinity or affinity to the person who executed the advance directive, or a health care provider caring for the person who executed the advance directive.
C. The State Department of Health may enter into contracts with private vendors to obtain the services necessary to meet the requirements of the Oklahoma Advance Directive Act. Any costs to the public to access the registry shall be negotiated in the contracts provided for in this paragraph.

Added by Laws 2009, SB 346, c. 236, § 1, eff. November 1, 2009.
Amended by Laws 2015, SB 126, c. 43, § 1, eff. November 1, 2015

63 § 3102.2. State Department of Health's Website of Advance Directive Forms

A. The State Department of Health shall maintain a website of advance directive forms that may be downloaded for printing and into word processing programs.
B. Under the heading "Statutory Advance Directive Form", the website shall include the forms specified in subsection C of Section 3101.4 of this title.
C. Under the heading "Alternative Advance Directive Forms", the website shall include other advance directive forms submitted to the Department by individuals and groups in an electronic format the Department shall specify; provided, that before being posted on the website, any such form shall be reviewed to ensure that the form complies with the requirements of Section 3101.4 of this title and other provisions of state law.
D. In the section titled "Alternative Advance Directive Forms", the website shall prominently post the following disclaimer:
"This website includes for your consideration alternative advance directive forms submitted by individuals or groups reflecting different perspectives on advance health care decisions which you may wish to review before completing your own advance directive. Although they have been reviewed to ensure that they do not violate Oklahoma law, neither the State Department of Health nor the State of Oklahoma endorses or assumes any responsibility for any of these forms."
E. The State Department of Health shall promulgate rules necessary to implement the provisions of this act.

Amended by Laws 2015, SB 126, c. 43, § 2, eff. November 1, 2015

Added by Laws 2009, SB 346, c. 236, § 2, eff. November 1, 2009.

63 § 3102.3. Website Disclosure Statement

A. The State Department of Health shall prepare, and from time to time amend, a disclosure statement designed to inform patients of the availability of the advance directive forms on the Department's website and of the option of filing executed advance directives with the Department's advance directives registry. The Department shall make the current disclosure statement available on the Department's website and shall inform the entities specified in subsection B of this section of the availability of the disclosure statement and how to obtain the disclosure statement.
B. Any entity to which the requirements of 42 U.S.C., Section 1395cc(f) or of 42 U.S.C., Section 1396a(w) apply shall, at the time of providing the written information required by 42 U.S.C., Section 1395cc(f)(1)(A)(i) or 42 U.S.C., Section 1396a(w)(1)(A)(i), include a copy of the disclosure statement described in subsection A of this section.

Added by Laws 2009, SB 346, c. 236, § 3, eff. November 1, 2009.

63 § 3102A. Informed Consent - Consent of Guardian in Case of Incapability

A. When an adult person, because of a medical condition, is treated by a licensed medical doctor or doctor of osteopathy holding a faculty appointment at a medical school accredited by the Liaison Committee on Medical Education or American Osteopathic Association, or holding clinical privileges at a healthcare institution that conducts human subject research approved by local institutional review board, and such person is incapable of giving informed consent for a local-institutional-review-board-approved experimental treatment, test or drug, then such treatment, test or drug may proceed upon obtaining informed consent of a legal guardian, attorney-in-fact with health care decision authority, or a family member in the following order of priority:
   1. The spouse, unless the patient has no spouse, or is separated, or the spouse is physically or mentally incapable of giving consent, or the spouse's location is unknown or the spouse is overseas, or the spouse is otherwise not available;
   2. An adult son or daughter;
   3. Either parent;
   4. An adult brother or sister; or
   5. A relative by blood or marriage.
B. Nothing in this section shall authorize such legal guardian, attorney-in-fact or family member to consent to treatment in contravention to such incapacitated person's expressed permission or prohibition regarding such treatment.

Added by Laws 1997, HB 2012, c. 122, § 1, eff. November 1, 1997;
Amended by Laws 2005, SB 983, c. 211, § 4, eff. November 1, 2005

Advance Directive
Regulations

General Provisions

§ 310:96-1-1 Purpose

The purpose of this Chapter is to establish and maintain the Advance Directives Registry which shall be accessible through the OSDH website for the purpose of storing Advance Directives of individuals and regulating access to the Registry.

Added at 27 Ok Reg 2506, eff 7-25-10

§ 310:96-1-2 Definitions

When used in this Chapter, the following words or terms shall have the following meaning unless the context of the sentence requires another meaning:

"Registry" means the Oklahoma Advance Directive Registry

§ 310:93-1-3 Fees [RESERVED]

Submission Requirements

§ 310:96-3-1 Advance Directive Forms

The Advance Directive Form submitted for initial filing or amendment in the Registry may be substantially in the format contained in Title 63 O.S. §3101.4 or in the format available on the Oklahoma State Department of Health Website.

Added at 27 Ok Reg 2506, eff 7-25-10

310:96-3-2 Document Format

The Advance Directive forms submitted for filing in the Registry shall be in a PDF (Portable Document Format) document.

Added at 27 Ok Reg 2506, eff 7-25-10

Release of Advance Directives

§ 310:96-5-1 Release of Advance Directives

Release of the Advance Directive form on file with the Registry shall be limited to the subject of the record or an individual authorized by the subject of the record as identified in the Registry or a health care provider treating the subject of the record.

Added at 27 Ok Reg 2506, eff 7-25-10

State of Oklahoma
Oklahoma State Department of Health

Responding Bidder Information

*"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** Advanced Directive Registry

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit**[1] (type "X" at one below)**:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below)**:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/faqs.html#c221

State of Oklahoma
Oklahoma State Department of Healt

Certification for Competitive Bid and/or Contract
(Non-Collusion Certification)

NOTE: *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.*

Solicitation or Purchase Order #: Advanced Directive Registry

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any collusion with any state agency or political subdivision official or employee as to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

	Organization Answering Questionnaire
	System Name or Service for which this applies
	State of Oklahoma Security Policy
	http://www.ok.gov/cio/documents/InfoSecPPG.pdf

SCA 0	General Provisions
#	Requirement
SCA 0 -1	If the data or system is hosted, does the data or system remain in the US?
SCA 0-2	Are the employees of the solution provider adequately background checked at employment for any violation of US Criminal Code, Felony convictions or misdemeanor convictions?
SCA 0-3	Will a non-resident individual or corporation of the US have physical or logical access to the system?
SCA 0-4	Will any support contacts of the solution provider for hardware, software, or other technical support allow for the physical or logical access of a non US resident or corporation?
SCA 0-5	Does the solution provider have a regular review of its information security controls, policies, processes and procedures?
SCA 0-5-1	Does this review consist of any social engineering, penetration testing or other physical or logical testing of the solutions provider's information security systems?
SCA 0-6	Does the solution provider have a Business Resiliency plan in place for Business Continuity and Disaster Recovery should a major event impact their operations?
SCA 0-6-1	Is the plan exercised on at least an annual basis?
SCA 0-6-2	Is the plan updated on at least an annual basis? - Are employees trained on their responsibilities for the plan?
SCA 0-7	Does the solutions provider have an information security staff or person responsible for the security of information systems and compliance?
SCA 0-7-1	Does the staff have the primary mission to monitor, detect, and identify security events on the solutions providers' network or systems?
SCA 0-7-2	Are active vulnerability scans carried out at least on a weekly basis to identify vulnerabilities?
SCA 0-7-3	Are vulnerabilities remediated within at least 15 days of identified where patches or mitigation is available?
SCA 0-8	Does the solutions provider have a security incident or systems breach plan in place?
SCA 0-8-1	Does the plan include notification of customers?
SCA 0-8-2	Does the solution provider maintain a single tenant hosting of state data?
SCA 0-9	Does the solution provider have a documented patch management process?
SCA 0-10	Does the solution provider utilize the appropriate levels of Cryptography when required?

SCA 0-10-1	If Web-based - is SSL deployed in accordance with SSL standards?
SCA 0-10-2	If file or whole disk based are keys strengths at least 256-bit?

Enter a Value in the corresponding Maturity Rating Box

Requirement status	Maturity Rating				
Requirement is Met (Y/N)	Nonexistent 0	Initial / Ad Hoc 1	Repeatable but intuitive 2	Defined 3	Managed & Measureable 4

	Explanation / Comments
Optimized 5	

State of Oklahoma
Department of Central Services
Central Purchasing

Information, Documentation and Support VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Information, Documentation and Support established in Section 4.7 of the official IT Standards. These standards address access to all information, documentation and support provided to end users (e.g., state employees) for covered technologies. This includes user guides, installation guides for end-user installable devices, customer support and technical support communications. Such information must be available in alternate formats upon request at no additional charge. Alternate formats or methods of communication, can include Braille, cassette recordings, large print, electronic text, Internet postings, TTY access and captioning and audio description for video materials.

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Information, Documentation and Support - IT Standards Section 4.7 **Voluntary Product Accessibility Template**
Criteria: (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
Supporting Features:
Remarks and explanations:

Criteria: (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
Supporting Features:
Remarks and explanations:

Criteria: (c) Support services for products shall accommodate the communication needs of end-users with disabilities.
Supporting Features:
Remarks and explanations:

State of Oklahoma
Department of Central Services
Central Purchasing

Web-Based Internet Information and Applications VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards**.** The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

Responses to “Meet Standard and How” and “Not Applicable and Why” should be completed in detail. Simple “yes” or “comply” answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
Criteria: (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
Supporting Features:
Remarks and explanations:

Criteria: (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
Supporting Features:
Remarks and explanations:

Criteria: (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.
Supporting Features:
Remarks and explanations:

Criteria: (d) Documents shall be organized so they are readable without requiring an associated style sheet.
Supporting Features:
Remarks and explanations:

Criteria: (e) Redundant text links shall be provided for each active region of a server-side image map.
Supporting Features:
Remarks and explanations:

Criteria: (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
Supporting Features:
Remarks and explanations:

Criteria: (g) Row and column headers shall be identified for data tables.
Supporting Features:
Remarks and explanations:

Criteria: (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
Supporting Features:
Remarks and explanations:

Criteria: (i) Frames shall be titled with text that facilitates frame identification and navigation
Supporting Features:
Remarks and explanations:

Criteria: (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.
Supporting Features:
Remarks and explanations:

Criteria: (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.
Supporting Features:
Remarks and explanations:

Criteria: (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.
Supporting Features:
Remarks and explanations:

Criteria: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).
Supporting Features:
Remarks and explanations:

Criteria: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
Supporting Features:
Remarks and explanations:

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.
Supporting Features:
Remarks and explanations:

Criteria: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
Supporting Features:
Remarks and explanations:

Criteria: (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.
Supporting Features:
Remarks and explanations:

Criteria: (r) Identify the primary natural language of the document.
Supporting Features:
Remarks and explanations:

Criteria: (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.
Supporting Features:
Remarks and explanations: