



Oklahoma State
Department of Health
Creating a State of Health

Request for Proposals
ADVANCED DIRECTIVE REGISTRY
9/11/15

Contracting Officer: Ashley Hillemeier
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 **October 9, 2015**. 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 Hillemeier
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, its 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	September 25, 2015
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- 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 four (4) 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 at least two (2) statewide Advanced Directive Registries that are currently in production. Provide a list of at least two (2) U.S. States where similar systems have been implemented by Offeror. Include contact name, phone fax, email and address for each reference provided. Include only systems currently in production.
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 (e.g. Microsoft Project Spartan) 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 five-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 four (4) 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.
 - Be compatible with Adobe Acrobat.
 - 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;
 - 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.
3. Advanced Directive Forms shall be submitted, stored, and accessed as a PDF (Portable Document Format) document.
4. The registry must be available by November 1, 2015.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 statutes, 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

An Act

ENROLLED SENATE
BILL NO. 126

By: David and Pittman of the
Senate

and

Cox of the House

An Act relating to the Oklahoma Advance Directive Act; amending 63 O.S. 2011, Section 3102.1, which relates to the advance directives registry database; removing certain provisions relating to certain administrative rules; deleting certain provisions relating to fees; permitting State Department of Health to enter into certain contracts for certain purposes; requiring negotiation of certain costs for certain purposes; amending 63 O.S. 2011, Section 3102.2, which relates to the advance directive forms database; removing establishment of certain fees for certain purposes; directing promulgation of rules; and providing an effective date.

SUBJECT: Advance directives

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 63 O.S. 2011, Section 3102.1, is amended to read as follows:

Section 3102.1. 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. ~~1. The State Board of Health shall promulgate rules as necessary to implement the creation and maintenance of the advance directives registry and to regulate access to the registry.~~

~~2. The rules shall establish a fee for the initial lodging of an advance directive in the advance directives registry database calculated to be adequate in the aggregate to cover the cost of establishing and administering the advance directives registry database, the Statutory Advance Directive Form portion of the website containing the advance directive forms under Section 2 of this act, and the disclosure statement under Section 3 of this act. No fee shall be charged for the alteration or removal of an advance directive from the advance directives registry database. The Board is authorized to increase or decrease the fee as necessary to ensure that the revenue from it is adequate to cover the cost for purposes in accordance with this paragraph, but does not exceed that cost, together with an appropriate reserve fund to cover errors in estimation.~~

~~3. The Board shall promulgate the initial rules no later than one hundred eighty (180) days after the effective date of this act. 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.~~

SECTION 2. AMENDATORY 63 O.S. 2011, Section 3102.2, is amended to read as follows:

Section 3102.2. 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. ~~1.~~ 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.

~~2. The State Board of Health shall establish a fee to be charged for the submission of each Alternative Advance Directive Form calculated to be adequate to cover the cost of reviewing and posting the form. The Board is authorized to increase or decrease the fee as necessary to ensure that the revenue from it is adequate to cover the cost for purposes in accordance with this paragraph, but does not exceed that cost, together with an appropriate reserve fund to cover errors in estimation.~~

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.

SECTION 3. This act shall become effective November 1, 2015.

Passed the Senate the 9th day of March, 2015.

Presiding Officer of the Senate

Passed the House of Representatives the 6th day of April, 2015.

Presiding Officer of the House
of Representatives

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____

Approved by the Governor of the State of Oklahoma this _____

day of _____, 20_____, at _____ o'clock _____ M.

Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____



State of Oklahoma

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 #** _____

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 Permit¹** (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/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



State of Oklahoma

**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 #: _____

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?



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: