



**State of Oklahoma
Office of Management and
Enterprise Services/ISD Procurement**

**Notice of Statewide Contract
Award**

Contract Title: Medical Claims Billing

Statewide Contract #: ITSW1037

Contract Issuance Date: 08/ 21/2013

Total Number of Vendors: 1

Contract Period: 08/21/2013 through 08/20/2014

Agreement Period: 08/21/2013 through 08/20/2019

Authorized Users: All State Agencies, Counties, and Municipalities

Contract Priority: Non-Mandatory

Type of Contract: Competitive

ISD-Procurement Contact: Hurtisine Franklin

Title: Procurement Specialist

Phone: 1 - 405 - 521 - 6419

Fax: 1 - 405 - 521-4379

Email: Hurtisine.Franklin@omes.ok.gov



**State of Oklahoma
Office of Management and Enterprise
Services
Information Services Division**

Awarded Vendor Information

Page 1 of 3

Vendor Name: Health-e-Web Inc. (H-e-Web)

Vendor ID: 000036606

Vendor Address: 2525 Colonial Drive Ste A
PO Box 1540

City: Helena
State: MT
Zip Code: 59624

Primary Contract: Claire Ramoie

Telephone: (406) 422-1529

Title: Sales and Marketing Manger

Fax: (406) 449-0190

E-Mail Address: cramoie@hewedi.com

Secondary Contact: Marvin Drake
Title: VP/COO

Telephone: (406) 422-1529
City: Helena
State: MT
Zip Code: 59624

E-Mail Address: mdrake@hewedi.com

Authorized Location: N/A

Address

City
State
Zip Code

PeopleSoft Contract ID # 3575

Delivery:

Minimum Order:

P/Card Accepted: ☐ Yes ☐ No

Office of Management and Enterprise Services * 3115 N. Lincoln Boulevard * Oklahoma City, OK 73105
www.omes.ok.gov

Health-e-Web Inc. (HeW)
Vendor Product / Services Information

Category Codes	Description
81112106	Billing Services Setup Fee
81112106	Eligibility Inquires
81112106	Batch Set Fee
81112106	Business Solutions/System Analyst
81112106	Business Solutions Developer
81112106	Project Analyst

INDEX

Notice of Contract	i
Awarded Vendor Information	ii
Oklahoma State Department of Health Business Associate Agreement	iii
PeopleSoft Contract	
Attachment “A” General Terms and Requirements Agreement	
Final Negotiations Agreement (Pricing, Services)	

**OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (BAA), effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health (Covered Entity) and Health-e-Web, Inc. (HeW) (Business Associate).

BACKGROUND AND PURPOSE: The Parties have entered into, and may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information (PHI), (the "underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

DEFINITIONS: Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 CFR § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma State Department of Health (OSDH) as OSDH's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not OSDH's workforce, in relation to the protection of that information.

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

- (a) use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
- (b) use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 CFR 164;
- (d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164;
- (e) make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
- (f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- (g) in accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (h) report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five (5) calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- (i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five (5) calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- (j) with the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at

the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 CFR 164.402;

- (k) to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- (l) provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- (m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;
- (n) document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five (5) working days of receiving a request such request to Covered Entity;
- (o) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered Entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from DHHS or government officials and provide Covered Entity with a copy of all documents made available; and
- (p) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

- (a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

- (b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- (c) disclose PHI to report violations of law to appropriate federal and state authorities; or
- (d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
- (e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
- (f) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 CFR 5(d)(1)].

Obligations of Covered Entity:

- (a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- (d) OSDH agrees to timely notify Business Associate, in writing, of any arrangements between OSDH and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

Term and Termination:

- (a) Term. The Term of this Agreement shall be effective as of the date of the underlying agreement, and shall terminate on the date the underlying agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity if a cure period is specified).

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Should OSDH become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, OSDH shall provide Business Associate with written notice of such a breach in sufficient detail to enable **Contractor** to understand the specific nature of the breach. OSDH shall be entitled to terminate the Underlying Contract associated with such breach if, after OSDH provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by OSDH in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:

Interpretation: The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow OSDH to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

No Third Party Beneficiaries: Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Business Associate recognizes that any material breach of this Agreement or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to

comply with the requirements of the Privacy Rule and related laws and regulations.

- (a) ODSH's Notice of Privacy Practices is available on its website: www.ok.gov/health.
- (b) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- (c) This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate agreements, oral or written agreements, commitments, and understandings pertaining to the subject matter hereof.
- (d) If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

A signed copy of this agreement shall be accorded the same force and effect as the original.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: Robn Green

By: Marvin Drake

Print Name: Robn Green, MPH

Print Name: MARVIN DRAKE

Print Title: HIPAA Privacy Officer

Print Title: VP & COO

Date: 8/12/13

Date: 7/25/2013



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

ATTACHMENT "A" TO THE HeW, LICENSE, AND SERVICE AGREEMENT

GENERAL TERMS AND REQUIREMENTS AGREEMENT

BETWEEN

THE STATE OF OKLAHOMA

AND

Health-e-Web Inc., (HeW)



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

PREFACE & PARTY ACKNOWLEDGEMENT

Resulting from solicitation # 3400001120

This General Terms and Requirements Agreement (the "General Terms and Requirements Agreement") and the documents referenced herein, including without limitation the HeW Inc. Agreement, (collectively, the "Agreement"), will govern all State of Oklahoma ("State") acquisitions of HeW Inc.'s Licensed Programs, Maintenance and Support Services for which a State purchase order is issued, as set forth in the Agreement between the State of Oklahoma and HeW Inc. (collectively, the "parties").

A.1. Glossary of Terms

- A.1.1. Acquisition-** means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. Addendum-** means a written modification to a contract.
- A.1.3. Alteration-** means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. Alternate or alternative offer** means an offer, which contains an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation.
- A.1.5. Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6. Chief Information Officer** -The State official who has authority over all information technology and telecommunications equipment, software, products and related peripherals and services used by state agencies, including but not limited to, the authority to make all information technology and telecommunications acquisitions on behalf of state agencies.
- A.1.7. COTS-** means Commercial off the Shelf.
- A.1.8. Contract-** means the final agreement under which the services and/or products shall be governed.
- A.1.9. Contractor** means the Business Entity with whom the State enters into this contract.
- A.1.10. Customer or Customer Enterprise----**all State of Oklahoma agencies, commissions, authorities, boards, all State Higher Education, and any agency or commission created or funded through the State of Oklahoma legislative process.
- A.1.11. Government Entities means-** State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions.
- A.1.12. Office of Management and Enterprise Services** -May make and enter contracts for acquisitions of information technology and telecommunications for state agencies as directed and authorized by the Chief Information Officer.
- A.1.13. Procuring Agency-** means the State of Oklahoma Agency initiating the procurement.



State of Oklahoma

Office Management and Enterprise Services/ISD Procurement

A.1.14. State- means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Office of Management and Enterprise Services or the Department of Central Services

A.1.15. State Agency -includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.

A.2. Parent /Child Relationship

State of Oklahoma House Bill 1304 has established OMES/ISD as the single entity for all State Agencies IT assets and holdings. Therefore a parent/child relationship has been created with OMES/ISD through the CIO (the parent) having ownership of all Information Technology state owned hardware and software and giving permission for state agencies (the child) to use hardware and software licensing as required by any and all state agencies while retaining ownership and the rights to reassign the hardware or software license to other state agencies with, if required, only written notification to vendor of such reassignment.

A.3. Contract Documents

Contract Documents under which the Licensed Programs, Maintenance and Support Services will consist of the following documents in order of precedence: An accepted Purchase Order incorporating HeW Inc. Order Form referencing this Agreement, authorized Contract Modifications, this General Terms and Requirements Agreement and required forms, including the Certification for Competitive Bid and /or Contract (Non-Collusion Certification) OMES/ISD Form 004, HeW Inc. Agreement and to the extent they are not conflicting or inconsistent with the terms of the General Terms and Requirements Agreement, contained in "Attachment A" and additional contract documents attached to an Order, such as supplements, schedules, statement of work (SOW), invoices, etc.. The State accepts HeW Inc. contract documents and attachments which are in compliance with the provisions of the Agreement and applicable law by issuing a purchase order for the transaction

A.4. HeW Inc. Agreement and General Terms and Requirements Agreement

The terms of the General Terms and Requirements Agreement "Attachment A" shall be given full effect. To the extent of any conflict between the provisions of the General Terms and Requirements Agreement and the HeW Inc. Agreement, the terms of this General Terms and Requirements Agreement shall apply and take precedence over any conflicting or inconsistent terms contained in the HeW Inc. Agreement.

HeW Inc. Agreement

Subject to the provisions of this General Terms and Requirements Agreement, "Attachment A" Licensee agrees to terms of the HeW Inc. Agreement.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

A.5.1. The Agreement is issued under the authority delegated to the State CIO Director and must be signed by the State CIO Director. The Agreement may be modified only through a written Contract Modification, signed by the State CIO Director and the authorized representative from HeW Inc..

A.5.2. Any change to the Agreement, including without limitation the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State CIO Director in writing, or made unilaterally by the Supplier, shall be void and without effect. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

- A.5.3. Further, the parties agree that if a Customer requires any additional provisions relating to the scope of work for any particular HeW Inc. acquisition made under the Agreement, these scopes of work provisions

will be negotiated with HeW Inc. and included in the State purchase order issued to HeW Inc. before the acquisition may be authorized for payment. Such additional scope of work terms include but are not limited to items such as designation of required products or services offered hereunder, quantity, delivery method and time frames, installation, and other items necessary for completion of the acquisition which are not otherwise provided in the Agreement. The parties additionally agree that any such scope of work terms added to the Agreement shall not alter or amend the provisions contained in the Agreement, including without limitation, invoicing, approval, payment, taxes, and delivery terms, without the express written consent of the State CIO Director and an authorized HeW Inc. representative.

A.6. Audit and Records

- A.6.1. As used in this clause, "records" includes books, documents, and other data, regardless of type or form. In accepting any Contract with the State, HeW Inc. agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract and relevant to the scope of the audit. Upon request, such audit will be conducted under the confidentiality terms in Section A.13 of this Agreement to the extent permitted by law.
- A.6.2. HeW Inc. is required to retain official records (such as the Contract Documents and Materials) relative to a Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the seven year retention period, whichever is later.
- A.6.3. To the extent permitted by Oklahoma law, HeW Inc. may request that as relates to an "unannounced audit" that there is a bona fide reason for such an audit; specifically that the State believes HeW Inc. is or may not be in compliance under this Contract. At the time of any audit of the State, HeW Inc. may request that the State and HeW Inc. sign a Non-Disclosure Agreement to cover disclosure of any proprietary or confidential information, which shall be subject to applicable State law, including the Oklahoma Open Records Act. Subject to applicable law, such requests will not be unreasonably denied. Notwithstanding the foregoing, HeW Inc. requests that any audit be related to only processes that relate to the State's data and the State's use of the products and services supplied under this Contract and that it be reasonably limited in duration to eight (8) hours, or longer if required according to the scope of the audit and subject to applicable law Offer Public Opening

A.7. Delivery and Acceptance

The HeW Inc. Software that is delivered by electronic delivery ("ESD") shall be considered F.O.B. Shipment (from HeW Inc. shipping point). Unless otherwise specified in the Contract, all deliveries of tangible media shall be F.O.B. Destination. HeW Inc. shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted shall include all such charges. All products to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination upon delivery. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State, by signing the Bill of Lading, at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of HeW Inc. until accepted by the receiving agency. HeW Inc. shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. HeW Inc. shall exert commercially reasonable efforts to deliver products and services on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by OMES/ISD.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.8. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma without regard to conflict of law provisions.

A.9. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma

A.10. Termination for Cause

A.10.1. HeW Inc. may terminate this Agreement or a Contract for default or other just cause with a 30-day written notification to the Office of Management and Enterprise Services/ISD Procurement. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to HeW Inc. o. In both preceding terminations, the non-compliant party will be given a reasonable opportunity to cure the default within the 30-day notification period.

A.10.2. If a Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted, and for a mutually approved pro-rated amount for services that are in progress.

A.11. Termination for Convenience

A.11.1. The State may terminate this Agreement or a Contract, for convenience if the State CIO Director determines that termination is in the State's best interest. The State CIO Director shall terminate this Agreement or Contract by delivering to HeW Inc. a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the State CIO Director. The State may terminate a Contract immediately, without a 30-day written notice to HeW Inc., when the Contract is found to be an impediment to the function of the State and detrimental to its cause, when conditions preclude the 30-day notice, or when the State CIO Director determines that an administrative error occurred prior to Contract performance.

A.11.2. If a Contract is terminated, the State shall be liable only for products and/or services delivered, a mutually approved pro-rated amount for services in process, costs and expenses, excluding profit, incurred up through the date of Termination.

A.11.3. Termination of Maintenance and Support

For Maintenance and Support, Customer may terminate without adjustment charge, provided any of the following circumstances occur:

- a) Customer permanently removes the eligible Program Product, for which the Maintenance and Support is provided, from productive use within Customer's Enterprise; or
- b) the eligible location, for which the Maintenance and Support is provided, is no longer controlled by Customer (for example, because of sale or closing of the facility).

A.12. Compliance with Applicable Laws

A.12.1. The Licensed Program, Maintenance, and Support supplied under a Contract shall comply with all applicable federal, state, and local laws that are applicable to providers of Information Technology, and HeW Inc. shall maintain all applicable licenses and permits required.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.13. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.14. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the State agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

A.15. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded

A.16. Commercial Off-The-Shelf (Cots) Software

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

A.17. Assignment

Neither party may assign this Agreement or a Contract, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement or a Contract, in whole or in part, within the enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. HeW Inc. is also permitted to assign its rights to payments without obtaining the State's consent. It is not considered an assignment for HeW Inc. to divest a portion of its business in a manner that similarly affects all of its customers.

A.18. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.19. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's Chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.20. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.21. Offshore Services

No offshore services are provided for under the resulting contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative

A.22. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in

the State's judgment be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.23. Mutual Responsibilities

The State and HeW Inc. agrees that under this Agreement:

- a) Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- b) This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- c) Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
- d) The rights and licenses granted to Customer under this Agreement may be terminated if Customer fails to fulfill its applicable payment obligations after given 30 days written notice;
- e) Customer is responsible for selecting the Products, support services and maintenance that meet its needs, including Customer's decision to implement any recommendation concerning Customer's business practices and operations;
- f) Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld;
- g) Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control; and
- h) As reasonably required by HeW Inc. to fulfill its obligations under this Agreement, Customer agrees to provide HeW Inc. with sufficient and safe access (including remote access) to Customer's facilities, systems, information, personnel, and resources, all at no charge to HeW Inc.. HeW Inc. is not responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.24. Confidentiality

- A.24.1. Pursuant to Title 62 O. S. §34.12. (C.) "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal

statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets." If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.24.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

- A.24.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the OMES, the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.25. Unauthorized Obligations

At no time during the performance of this contract shall HeW Inc. have the authority to obligate the State for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, HeW Inc. shall submit to the State a change order prior to proceeding.

A.26. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such standards may be found at www.ok.gov/OMES/Central_Purchasing/index.html

or http://www.ok.gov/OSF/documents/isd_itas.doc.

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.
- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

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



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.27. Contract Usage Reporting Requirements

Contractor agrees to submit a Contract Usage Report said report shall be submitted on a quarterly basis. "Contract Usage Report" shall include the following: the Applicable State Contract Number, report amount (s), and reporting period covered and the, state agency name. Reports shall include usage of this contract by any

other government entities i.e. county, city etc. Failure to submit quarterly usage report may result in cancellation of the contract.

Contract usage report shall meet the following criteria:

- a) Must be submitted electronically in Excel format
- b) Reports shall be submitted quarterly regardless of quantity.
- c) Submitted within thirty (30) - calendar days upon performance completion.
- d) Contract quarterly reporting periods shall be as prescribed:
 - January 01 through March 31
 - April 01 through June 30
 - July 01 through September 30
 - October 01 through December 31

Usage Reports shall be delivered to:
State of Oklahoma Office of Management and Enterprise Services-ISD Procurement
3115 N. Lincoln Blvd Oklahoma City OK 73105
or
E-mailed to: StatewideContractReports@omes.ok.gov

A.28. Administrative Fees

As provided in title 74 O.S. § 85.33A, the OSF assesses an administrative fee in the sum of one percent (1%) on all sales transacted by any entity under the Agreement.

Failure to remit the fee quarterly may result in cancellation of the contract. Administrative Fees shall not be reflected as a separate line item in Contractor's billing to participating State Agencies and Authorized Users.

Payment shall be made by via Company Check payable to OMES/ ISD Procurement within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting. Contractor agrees to notify OMES-ISD Procurement 24 hour in advance prior to submitting payment.

To ensure payment is properly credited, the Contractor must identify payment in the Contract Usage Report as an "Administrative Fee" and include the following information: the Applicable State Contract Number, Administrative Fee amount (s) paid and the reporting period covered

Administrative Fees should be mailed to:

The Office of Management and Enterprise Services /ISD Procurement
3115 North Lincoln Blvd
Oklahoma City, Oklahoma 73105

A.29. Invoices and Payment

- A.29.1. HeW Inc. shall be paid upon submission of an accurate invoice(s) to the agency at the prices stipulated on the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

products have been provided. Notwithstanding the above, payment for maintenance and support shall be paid at the beginning of the period of activities.

- A.29.2. Invoices shall contain the purchase order number.
- A.29.3. Failure to provide accurate invoices may result in delay of processing invoices for payment.
- A.29.4. Interest on late payments made by the State is governed by 62 O.S. §§ 34.71—34.73.
- A.29.5. Payment against an agency contract shall be firm fixed at the quoted price.
- A.29.6. Payment of all fees hereunder shall be due within forty-five (45) days from the date of a proper invoice to issue payment to HeW Inc., and in accordance with provisions for payment of State acquisitions applicable under State law.
- A.29.7. If State finds that an overpayment or underpayment has been made to HeW Inc., State may adjust any subsequent payments to HeW Inc., under the Contract to correct the account. A written explanation of the adjustment will be issued to HeW Inc., by the State.

A.30. Authorized Users

During the term of this contract, any government entities, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privities of contract exists solely between the contractor and the county, school board or municipality.

A.31. Patents and Copyrights

If in the performance of this contract, HeW Inc., uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the HeW Inc., contract prices shall include all royalties or cost charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the HeW Inc., contract price, HeW Inc., obligations are as outlined immediately below.

- A.31.1. For purposes of this Section, the term "Product" includes Licensed Programs as defined in Section A.1. If a third party claims that a Product Supplier provides to a Customer infringes that party's patent or copyright, Supplier will defend the State against that claim at Supplier's expense and pay all costs, damages, expenses, judgments, awards, settlements, and attorney's fees incurred, provided that the State: (i) promptly notifies Supplier in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State of Oklahoma, allows Supplier to control, and cooperates with Supplier in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize HeW Inc., to have control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, HeW Inc., shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit HeW Inc., to enable the State to continue use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If HeW Inc., determines that none of these alternatives is reasonably available, the State agrees to return the Product to HeW Inc., on HeW Inc., written request. HeW Inc., will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight line method.

To the extent permitted by law, this is HeW Inc., entire obligation to the State regarding any claim of infringement. Nothing contained herein shall waive any applicable right, protection, or immunity afforded by the Oklahoma governmental Tort Claims Act, title 51, sections 151—200 of the Oklahoma Statutes, the State of Oklahoma Constitution, or any other applicable law.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.31.2. HeW Inc. has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Supplier or Supplier's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided or approved by Supplier as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Supplier did not approve or provide; or (iv) infringement by a non-Supplier

Product alone not supplied by Supplier, as opposed to its combination with Products Supplier provides to the State as a system.

A.32. Equal Opportunity and Discrimination

The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.33. Lobbying

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.34. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.35. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.36. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.37. Travel

Travel in performance of orders for Professional Services issued through a statement of work under this contract. In accordance with 74 O.S. § 85.40, travel expenses incurred by a Supplier must be included in the total acquisition price in the Supplier's bid, quotation, or proposal. Reasonable travel costs will be paid at the rates authorized under the State Travel Reimbursement Act, 74 O.S. §§ 500.1—500.37, or at the rates authorized by the Office of Management and Enterprise Services, Information Services Division policy in effect at the time of acquisition. Reasonable travel expenses are reimbursable only upon submission of the expenses within the scope of work prior to purchase and must be preapproved by the ordering Customer.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

A.38. Severability

If any provision of this Agreement or a Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement or Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.39. Employment Relationship

This Agreement or a Contract does not create an employment relationship. Individuals performing services required by a Contract are not employees of the State of Oklahoma. HeW Inc., employees shall not be considered employees of the State of Oklahoma for any purpose and as such shall not be eligible for benefits accruing to state employees. The State retains the right to request replacement of assigned staff. Neither party may solicit the employee of the other party without written consent of the other party.

A.40. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage..
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.41. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.42. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder, which specifically affect the State, shall be in writing and shall be directed to , HeW Inc., or State at their respective addresses set forth herein unless otherwise specified in writing, and shall be given by certified mail, return receipt requested, or by recognized overnight delivery service. Any such notice, request, demand, or communication shall be deemed given on receipt or refusal thereof.

If to Using Agency:

By Mail: Office of Management and Enterprise Services-ISD /Procurement
3115 N. Lincoln Blvd
Oklahoma City, OK 73105
Attn: Hurtisine Franklin

By Delivery: Office of Management and Enterprise Services-ISD/Procurement
3115 N. Lincoln Blvd
Attn: Hurtisine Franklin



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

If to HeW Inc.,

By Mail: HeW Inc.
2525 Colonial Drive Ste A
Helena MT 59601 59601

Either party may at any time designate any other address by giving written notice to the other party.

A.43. Debarment, suspension, and Other Responsibility Matters

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.44. Legal Representatives

Nothing herein contained shall be construed to make the parties hereto partners or joint venture's, nor either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party

A.45. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.46. Extent and Disclaimer of Warranties

HeW Inc., applicable warranties will not apply to the extent there has been misuse (including, but not limited to, unauthorized use of any Machine capacity or capability), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper Maintenance and Support by a party other than HeW Inc., removal or alteration of Product or parts identification labels, or failure caused by a product for which HeW Inc. is not responsible.

Items Not Covered by Warranty

HeW Inc., does not warrant uninterrupted or error-free operation of the Product or Service provided by HeW Inc.,. HeW Inc. will however correct all defects to its Product to the extent permitted by law. HeW Inc., will identify HeW Inc. Licensed Programs that it does not claim to warrant.

A.47. Conflict of Interest Pursuant to Title 62 O. S. §34.12.(C.)

HeW Inc. must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Agreement or a Contract; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.

In addition to any requirements of law or through a professional code of ethics or conduct, the HeW Inc. employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State.

A.48. Compliance Verification

HeW Inc., right to verify Customer's usage data and other information affecting the calculation of charges also includes the right to verify Customer's compliance with other terms of this Agreement (including applicable Attachments and Contract Documents) relating to Customer's use of HeW Inc., Licensed Programs at all sites and

for all environments in which Customer installs or uses GlobalCerts, Licensed Programs for any purpose. HeW Inc., may use an independent auditor to assist with such verification, provided HeW Inc., and has a written confidentiality agreement in place with such auditor.

Customer agrees to create, retain, and provide to HeW Inc., and its auditors written records, system tools outputs, and other system information sufficient to provide auditable verification that Customer's installation and use of GlobalCerts LC, Licensed Programs complies with the Agreement terms, including HeW Inc., applicable licensing and pricing terms. GlobalCerts LC, will notify Customer in writing if any such verification indicates that Customer is not in compliance with Agreement terms. The rights and obligations in this section remain in effect during the period any HeW Inc., Licensed Programs are licensed to Customer and for two years thereafter.

A.49. Additional Terms

The Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts (whether written or oral) of the parties relating to the work to be performed as described in the Agreement. Each party accepts, on behalf of its Enterprise, the terms of this Agreement by signing this Agreement by hand or electronically. Once signed, i) any reproduction of this Agreement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Licensed Programs, Maintenance and Support ordered under this Agreement are subject to it.

A.50. Contract Term, Renewal, and Extension

- A.50.1. Under Oklahoma law, the State may not contract for a period longer than one (1) year. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- A.50.2. The initial Contract period shall begin on the effective date and shall extend through one (1) year unless renewed, extended, or terminated in accordance with applicable Contract provisions.
- A.50.3. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties for up to four (4) annual renewal periods. The mutual written consent of both parties is required at the time of renewal for each annual renewal option provided. The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the contractor in writing prior to contract end date.
- A.50.4. Notification to exercise the option to renew the Contract shall be set forth in writing by the State. The Contract renewal shall be contingent upon approval by the State. If the State does not opt to renew, notice shall be sent thirty (30) days prior to the end of the then current contract period.



State of Oklahoma
Office Management and Enterprise Services/ISD Procurement

The General Terms and Requirements Agreement between the State of Oklahoma and Health e-Web, Inc., (HeW) for Oklahoma Statewide Contract ITSW 1037 on this day 2013 has been duly executed, signed and accepted by an authorized representative of HeW Inc., and an authorized representative for the State of Oklahoma.

HeW Inc.,
2525 Colonial Drive Suite A
Helena MT 59601
Telephone: 877-565-5457
www.hewedi.com



Signature of authorized HeW Inc., representative

MARVIN DRAKE

Print Name


VICE PRESIDENT & COO

Title

8/29/2013

Date

The State of Oklahoma Office Management and Enterprise Services
/ISD Procurement
3115 North Lincoln Blvd
Oklahoma City Oklahoma 73105
Telephone: 405-521-4252



Signature of authorized OMES representative MKS

Matthew A. Singleton Alex Pettit

Print Name

Director, IT Procurement State CIO

Title

Date