



Contract



Purchase Authorization Number

This contract is hereby entered into between the Oklahoma Department of Human Services (DHS) and Stillwater Public Schools (contractor).

314 S Lewis St Billing address Stillwater City OK State 74074 ZIP code

Employer Identification Number (EIN Number), Social Security number (SSN) or vendor number

1.0 Contract Period

Both parties are in agreement that this contract shall be in effect for a period beginning 10/1/2024 and ending 09/30/2024. This contract may be renewed, at the sole option of DHS, under the same terms and conditions for two additional period(s) with a finite ending date of 9/30/2027.

2.0 Scope of Work

The contractor hereby offers and agrees to perform services as described in Attachment A, entitled Scope of Work. When necessary, subsequent attachments shall be titled in succession - such as Attachment B, C, or D.

3.0 Compensation and Billing

In consideration of the performance of said services, DHS agrees to pay the contractor:

Estimated amount of \$100,000.00 based on line item budget (Attachment B) for ARSI

Payment against this contract shall be Firm Fixed at the Quoted Price and DHS shall not pay nor be liable for any other additional costs including, but not limited to, taxes, attorney fees, or liquidated damages.

Payment for all services herein shall be made in arrears after products have been delivered or services are provided, per Section 85.44(B) of Title 74 of the Oklahoma Statutes (74 O.S. § 85.44(B)). DHS shall not make any advance payments or advance deposits. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §§ 34.71 and 34.72.

The contractor shall bill DHS on a Monthly basis for services. Claims for reimbursement of services shall be submitted within 90-calendar days of the provision of services. The contractor shall provide documentation of such expenses to support requests for reimbursement that may include, but are not limited to, copies of invoices, evidence of contractor payment, or other DHS requested documents. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. DHS has 45-calendar days from presentation of a proper invoice to issue payment to the contractor. If DHS finds that an overpayment or underpayment has been made to the contractor, DHS may adjust any subsequent payments to the contractor to correct the account. DHS shall issue a written explanation of the adjustment to the contractor.

4.0 Modification

Any change in the total amount of the contract shall be in writing and approved by both parties. Any change in services provided prior to the execution of a mutually-approved contract modification is not eligible for payment. When a budget is attached, it is agreed by both parties that all budget changes between line items exceeding 20 percent shall be in writing and approved by the contractor and DHS prior to any change in service.

5.0 Termination for Convenience

DHS shall terminate the contract in whole or in part for convenience when it is in DHS's best interest. DHS shall terminate the contract by delivering to the contractor 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-calendar days from the date DHS issues the Notice of Termination for Convenience.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for products and/or services delivered and accepted and for costs and expenses, exclusive of profit, reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

6.0 Termination for Cause

The contractor may terminate the contract for default or other just cause with a 30-calendar day written request. DHS may terminate the contract for default or other just cause upon written notification to the contractor.

Notice of termination shall be in writing and electronic notification shall be sufficient.

When the contract is terminated, DHS is liable only for payment for products and/or services delivered and accepted.

7.0 Sub-Contracting

The service to be performed under this contract shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms of this contract and such additional terms as DHS may require shall be included in any approved sub-contract and approval of any sub-contract shall not relieve the contractor of any responsibility for performance required under this contract.

8.0 Travel Expenses

Travel expenses incurred pursuant to an acquisition by DHS shall be included in the total acquisition price in the supplier's contract. DHS shall not pay any travel expenses in addition to the total price in the contract.

9.0 Unavailability of Funding

DHS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this contract become unavailable either in full or in part due to insufficient funding, DHS may terminate this contract or reduce this contract consideration, upon written notice to the contractor. The notice shall be delivered by certified mail, return receipt requested, or hand-delivered with written proof of delivery. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed, prior to the

effective date of the termination or reduction. In the event of a reduction in contract consideration, the contractor may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction upon advance written notice to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

10.0 Insurance

The contractor shall obtain and retain insurance including workers' compensation, vehicle insurance, medical malpractice, and general liability as applicable or as required by federal or state law prior to commencement of any work on this contract. The contractor shall timely renew the policies to be carried throughout the term of this contract and shall provide DHS with evidence of such insurance and renewals upon request, pursuant to this Section.

11.0 Limitation of Liability

The contractor agrees to indemnify DHS and the State of Oklahoma in respect to all damages, expenses, fines, judgments, and costs including, but not limited to, attorney fees arising from negligence, acts or omissions of the contractor, or its agents, sub-contractors, and assigns in connection with performance of this contract. Without waiving any defense or immunity and subject to the Oklahoma Governmental Tort Claims Act, DHS agrees to bear all expenses, fines, judgments, and costs that may arise from any acts or omission of its officials or employees in connection with this contract.

12.0 Employment Relationship

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of DHS or the State of Oklahoma. The contractor's employees shall not be considered employees of DHS nor the State of Oklahoma for any purpose and accordingly shall not be eligible for rights or benefits accruing to state employees. DHS retains the right to request replacement of assigned staff paid in full or partially by this contract.

13.0 Confidential Information

The contractor recognizes that DHS has and will have agency and client information that are confidential and need to be protected from disclosure. The contractor agrees that the contractor's employees, or any of its agents shall not at any time or in any manner, either directly or indirectly, use any information for the contractor's benefit or divulge, disclose, or communicate in any manner any confidential information to any third party.

14.0 Grievance Procedure

When this contract involves services to DHS clients, the contractor shall have a system for resolution of said grievances in place. The grievance system used by the contractor shall be subject to prior DHS approval.

15.0 Access to and Retention of Records

As used in this clause, records includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with DHS the contractor agrees any pertinent federal or state agency shall have the right to examine and audit all records relevant to execution and performance of the resultant contract.

The contractor is required to retain records relative to the contract for the duration of the contract and, for a period of seven years following completion and/or termination of the contract. When 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 two 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.

16.0 Audit

Contractors that receive in excess of \$750,000 per year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and Office of Management and Budget (OMB) Compliance Supplement.

Contractors that receive in excess of \$75,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The contractor must submit two copies of the annual audit along with a response to any audit findings and a copy of any management letter received, within 90 days. Reports are sent to the Internal Audit Administrator, Office of Inspector General, and PO Box 25352, Oklahoma City, Oklahoma 73125.

At the request of DHS or the Oklahoma State Auditor, the contractor shall provide books, records, documents, accounting procedures, practices, or any other item relevant to the contract for examination.

17.0 Compliance with Law

The contractor shall be subject to all applicable federal and state laws, rules, and regulations, and all amendments thereto. The contractor agrees to devote special attention to its responsibilities under Oklahoma statutes; and observance of the compliance with the requirements, therefore, shall be the responsibility of the contractor without reliance on or direction by DHS.

18.0 Contract Jurisdiction

This contract will be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this contract or the rights and duties of the parties, the parties agree that such suit shall be brought in the Courts of the State of Oklahoma. To the extent that any provision of the contract is contrary to the Constitution or laws of the State of Oklahoma or of the United States, that provision shall be null, void, and unenforceable. However, the balance of the contract shall remain in force and effect.

19.0 Severability

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

20.0 Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the contractor for the benefit of DHS. Upon termination or cancellation of this contract, for any reason, DHS may demand the delivery and return of such equipment or materials at the contractor's sole cost and expense. The contractor shall notify DHS prior to the relocation or substantial alteration of such equipment or materials.

21.0 Conflict of Interest

All contractors must disclose any contractual relationship or any other contact with any state personnel, contractor, or sub-contractor involved in the development of the contractor's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of DHS, be the grounds for rejection of the contractor's proposal or termination of this contract.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor is required to disclose any outside activities or interests that conflict, or may conflict, with the best interests of DHS or the State of Oklahoma. Further, the contractor shall not plan, prepare, or engage in any activity that conflicts, or may conflict, with the best interests of DHS or the State of Oklahoma during the period of this contract without DHS prior written approval. Prompt disclosure is required under this paragraph when the activity or interest is related, directly or indirectly, to any person or entity currently under contract with, or seeking to do business with DHS.

22.0 Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions or of the state's right to do so. Such failure to enforce shall not affect the validity of this contract or any part thereof or the State of Oklahoma's right to enforce any provisions at any time in accordance with its terms. Further, the state's selection of one remedy at law or in equity shall not be deemed an election of remedies and the State of Oklahoma shall maintain all rights and remedies provided herein.

23.0 Oklahoma Taxpayer and Citizen Protection Act of 2007

The contractor certifies that it, and all proposed sub-contractors whether known or unknown, at the time this contract is executed or awarded 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 Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

24.0 Equal Opportunity and Discrimination

The contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services shall be provided without distinction on the basis of race, sex, color, national origin, or disability and no other distinction will be made on the basis of age except as the law allows. The contractor ensures compliance with the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; Executive Orders 11246 and 11375; and the Americans with Disabilities Act of 1990, per Public Law 101-336; and all amendments to, and all requirements imposed by the regulations issued, pursuant to these acts.

25.0 Drug-free Workplace

Contractors that:

- receive federal grants;
- have a contract with federal agencies;
- have a sub-contract that includes a drug-free workplace requirement; or
- are subject to federal agency regulations, such as, but not limited to, those of the Department of Health and Human Services, Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; and
- must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

26.0 Environmental Protection

If the payments pursuant to this contract are expected to exceed \$100,000, then the contractor shall comply with Section 306 of the Clean Air Act 42 U.S.C. § 1957(L); Section 508 of the Clean Water Act, per 33 U.S.C. § 1638; Executive Order 11738; and Environmental Protection Agency (EPA) Regulations, per 40 C.F.R. Part 15 that prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

27.0 Whistleblower Protection Act

The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, 41 U.S.C. § 4712, may apply to this contract or grant and that no contractor's employee, sub-contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a federal contract.

28.0 Lobbying

The contractor certifies compliance with the Anti-Lobbying law, per 31 U.S.C. § 1325, and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative contract over \$100,000 as defined at 45 C.F.R. 93 §§ 93.105 and 93.110.

29.0 Debarment, Suspension, and Other Responsibility Matters

By signing this contract, the contractor and any sub-contractor certify to the best of their knowledge and belief that they and their principals or participants:

- are not presently debarred, suspended, proposed for debarment or declared ineligible, or voluntarily excluded by any federal, state, or local department or agency;
- have not within a three-year period preceding this contract been convicted of, pled guilty, 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 contract whether federal, state, or local; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- are not presently indicted for, or otherwise criminally indicted, or charged by a governmental entity whether federal, state, or local with commission of any of the offenses enumerated in the paragraph above of this certification; and with any of the offenses enumerated above in this section; or

- have not, within a three-year period preceding this contract, had one or more public contracts, whether federal, state, or local terminated for cause or default.

30.0 False Claims Act

The contractor shall promptly notify DHS of any credible evidence that a principal, employee, agent, contractor, sub-grantee, sub-contractor, or other person submitted a false claim under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

31.0 Resources

When the contractor is another governmental entity, the contractor affirms that it has, or shall have under its control, by the date services are delivered, the personnel services, labor and equipment, machinery, or other facilities to perform the required work pursuant to this contract.

32.0 DHS Logo Requirements

During the term of the contract, and subsequent renewal periods of the contract, the contractor is authorized and shall include the DHS logo on its website and on all printed materials to indicate services are provided in coordination with DHS. A DHS logo may be obtained from the DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to the DHS website at www.okdhs.org, select *Newsroom* and select *Logos*. Logo size selection and placement on materials or website shall be appropriate as determined by the contractor. Records of the use of the DHS logo shall be maintained by the contractor and available for review at DHS's discretion. The contractor is not authorized to modify the DHS logo or to use it in an inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of the DHS logo. Upon DHS' request or termination or expiration of the contract, the contractor shall remove the DHS logo from its website and cease production of the DHS logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

33.0 Summation

This contract constitutes the entire contract and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or verbal of the parties relating to the work to be performed.

Signature and Agreement

This contract includes by reference, attachments A through B .

Contractor, as shown on page one: Stillwater Public Schools

Contractor representative signature Contractor representative name (print) Date

Authorized DHS representative signature Authorized DHS representative name Date



Sub-Recipient Contractor's Questionnaire



Purpose

The financial and business responsibility of Oklahoma Department of Human Services (DHS) as a Pass Through Entity (PTE) must ensure proper discharge of the Public Trust which accompanies the authority to expend Federal Funds. As such, adequate Business Management and Financial Management systems of Sub-grantees and Financial Assistance Contractors must meet the criteria outlined in OMB Circulars, Code of Federal Regulations and Program Law. The accounting system should be integrated with an adequate system of internal controls to safeguard funds and assets, check accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed policies.

Failure to complete this questionnaire will result in the inability of the DHS to meet its requirements as a pass-through entity to file required FFATA reports, as well as inhibit the ability of DHS to complete the contract award.

Please seek legal or professional counsel for clarification, DHS staff are unable to answer questions or provide assistance in these matters.

Questionnaire

In the preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements? Yes No

If **yes**, explain:

[Blank area for explanation]

HIGHLY COMPENSATED OFFICERS: Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If **yes**, skip to next section, if **no** please list the names and total compensation of the five most highly compensated officers of your organization:

[Blank area for listing officers and compensation]

General Information

Independent School Dist Co, Payne County OK
Organization name

Stillwater School Dist
"Doing Business As (DBA)" name

314 S Lewis Stillwater Oklahoma 74074
Street or PO Box City State ZIP code

Principle place of performance (Primary site where work will be performed):

Oklahoma
Street or PO Box City State ZIP code

73-6021194 071223945
Employer ID# Dun & Brad # DUNS 4-digit extension Parent DUNS #