



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

January 8, 2018

Nicole Flemming
DOC
3400 Martin Luther King Ave.
Oklahoma City, OK 73111

Re: Request for Legal Representation by Private Attorney
AG Form 20i-2
Contract No.: **F-18 115**
Transaction No.: **T-18 251**

Dear Ms. Flemming:

The Application for Approval of Proposed Contract for Employment of Private Attorney(s) which was submitted to the Office of the Attorney General has been accepted for filing. You may use the file-stamped original we are returning as evidence of this acceptance.

If you have any questions, please do not hesitate to contact me or my assistant, Leesa Myers at 522-2946.

Sincerely,

A handwritten signature in cursive script that reads "Kindanne C. Jones".

Kindanne C. Jones
Deputy Attorney General
Litigation Unit

Enclosure

<p>[AG Receipt Date Stamp]</p> <div style="text-align: center;"> </div>	<p>[AG Approval Date Stamp]</p> <div style="text-align: center;"> </div>
Transaction No: <u>T- 18251</u>	Contract No: <u>F-18115</u>

FOR OFFICIAL USE - DO NOT WRITE ABOVE THIS LINE

**APPLICATION FOR APPROVAL OF PROPOSED CONTRACT
FOR EMPLOYMENT OF PRIVATE ATTORNEY(S)
UNDER TITLE 74 O.S. SUPP. 1998, § 201**

USE THIS FORM WHEN TOTAL COST OF THE TRANSACTION WILL EQUAL OR EXCEED \$20,000.00. ALL SUCH CONTRACTS MUST BE APPROVED BY THE OFFICE OF ATTORNEY GENERAL.

Name of Agency or Official: OKLAHOMA DEPARTMENT OF CORRECTIONS
 Address: 3400 Martin Luther King Ave. Agency No: 131
OKC, OK 73111 Fax No: _____
 Phone: 405/425-2515 Contact Person: Nicole Flemming
 Email Address : nicole.flemming@doc.ok.gov

REQUIRED INFORMATION (You may attach additional sheets if necessary)

A. Attorney's Name: (Each individual attorney including associates must be indicated; firm names will not suffice)

Name: Craig A. Fitzgerald
 FEI/SSN: _____ Bar No. 15233
 Firm: GableGotwals
 (If Applicable)
 Address: 100 W. 5th St.
 City: Tulsa State: OK Zip: 74103
 Phone: 918/595-4800 Fax: 918/595-4990
 E-mail Address: cfitzgerald@gablelaw.com

G. Please identify any previous or related contracts concerning this case, transaction, or matter and the fiscal year in which such contracts were entered: No other contracts. The Attorney General's office had been providing representation until an event causing a conflict occurred

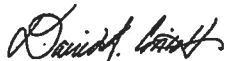
H. Section 20i of Title 74 requires a determination that the Attorney General is unable to represent the agency or official due to:

1. conflict of interest
2. lack of personnel, or
3. lack of expertise

to provide the specific representation.

Please state the grounds upon which this Application is predicated and provide specific and detailed information, including pleadings or other materials that support approval by this office upon the grounds asserted. Per verbal notice from the Attorney General's Office, DOC was advised that the Attorney General's office had a conflict of interest in this case (wherein it had been providing representation) in light of an opinion issued by the Attorney General which conflicted with the position of DOC. In light of said opinion, the Attorney General's office is unable to represent the position of DOC and the named defendants as it would likely require the Attorney General's office to argue a position in conflict with said opinion by the Attorney General. See 2017 OK AG 3.

AGENCY HEAD OR OFFICIAL



Signature

David A. Cincotta

(Type Name)

December 19, 2017

(Date)

PLEASE SUBMIT ORIGINAL TO:

Office of Attorney General
Attn: 20i Coordinator
313 N. E. 21st Street
Oklahoma City, OK 73105

If approved, the original will be returned to you with an appropriate approval date stamp.

(REVISED 6/07)

B. **Citation of authority that permits the hiring of private attorney(s) by this agency or official:** Section 508.1 of Title 57 of the Oklahoma Statutes.

C. **State the nature and scope of representation (Please describe the case, transaction or matter and attach any pleadings and the proposed contract):** Oklahoma County District Court case number CV-2017-684 (BOCC of Tulsa County et al. vs. The State of Oklahoma ex rel. Oklahoma Department of Corrections, et al.). Representation will consist of representing the named defendants in the case referenced above and the interests of the Department of Corrections, including any appeals that are, or may need to be, filed.

D. **State the reason(s) for not utilizing an in-house or staff attorney for this matter:** This case is expected to require resources beyond which in-house counsel are equipped to handle while continuing to manage the docket of cases handled by in-house counsel and the other matters that in-house counsel are required to address.

E. **State the total anticipated costs of proposed representation (This includes all amounts that you anticipate may be paid in this matter and is not limited to the current fiscal year):** It is too difficult to determine at this stage. If this matter were to proceed to trial and a subsequent appeal, this matter could well exceed \$20,000.00

I. **Describe method of calculating fee, including applicable hourly rate of each attorney, paralegal, legal assistant or other person who will perform services: (NOTE: Each attorney must have previously filed a schedule of fee on Form 20i-1 with the Attorney General.)** hourly rate as provided in attached contract

II. **Describe method of calculating any other expenses to be reimbursed by the agency under this contract (i.e. photocopies, travel, long distance, etc.):** Paralegal to charge hourly rate of \$110.00

F. **State the date the contract begins and the duration of the case, transaction or matter:** Contract covers a period of Oct. 18, 2017 through June 30, 2018 with options to renew.

i **If the contract is a multi-year contract state whether the contract contains a non-appropriation clause. If the contract does not contain a non-appropriation clause please state the exemption for not including a non-appropriation clause:** There is a clause (27) that provides for the event of the unavailability of funding.

Name: Gregory Metcalfe

FEI/SSN: _____ Bar No. 19526

Firm: GableGotwals

(If Applicable)

Address: 211 N. Robinson Ave., Ste. N1500

City: Oklahoma City State: OK Zip: 73102

Phone: 405/235-5578 Fax: 405/235-2875

E-mail Address: gmetcalfe@gablelaw.com

Name: Elizabeth F. Cooper

FEI/SSN: _____ Bar No. 31026

Firm: GableGotwals

(If Applicable)

Address: 211 N. Robinson Ave., Ste. N1500

City: Oklahoma City State: OK Zip: 73102

Phone: 405/568-3304 Fax: _____

E-mail Address: ecooper@gablelaw.com

Name: Katherine McDonald

FEI/SSN: _____ Bar No. 32064

Firm: GableGotwals

(If Applicable)

Address: 100 W. 5th St.

City: Tulsa State: OK Zip: 74103

Phone: 918/595-4839 Fax: 918/595-4990

E-mail Address: kmcdonald@gablelaw.com

Name: Justin Lollman

FEI/SSN: _____

Bar No. 32051

Firm: _____

GableGotwals

(If Applicable)

Address: _____

100 W. 5th St.

City: _____

Tulsa

State: _____

OK

Zip: _____

74103

Phone: _____

918/595-4816

Fax: _____

E-mail Address: _____

jlollman@gablelaw.com

3.2. DOC's Duties

3.2.1. Provide assistance through in house resources such as investigations, file research, reproduction and similar tasks.

3.2.2. Reimburse Contractor for travel expenses at a rate equal to that of state employees, no out of state expenses will be paid without prior written approval by DOC.

3.2.3. Shall bear all expenses of trial preparation, including but not limited to, travel as noted above, necessary long distance telephone expenses, reproduction costs, expert witness fees and other similar items of expense at their actual cost.

3.2.4. Expenses shall be paid upon receipt of itemized statement.

4. Contract Period:

The Contract shall be in effect for a period beginning October 19, 2017, and ending on June 30, 2018. The contract shall be eligible for additional renewal periods; in order for the contract to be renewed for an additional 12 month period, the parties must agree to such renewal in writing.

Determination of a renewal shall be based upon DOC's continuing need for the services provided by this contract, the satisfactory performance of said services by the Contractor, and the availability of funding.

5. Payment Terms:

In consideration of the satisfactory performance of the above said scope of work, DOC agrees to pay the Contractor in accordance with the following payment terms:

<u>STAFF MEMBER</u>	<u>HOURLY RATE</u>
Craig A. Fitzgerald	\$270.00
Gregory Metcalfe	\$270.00
Elizabeth F. Cooper	\$240.00
Katherine McDonald	\$225.00
Justin Lollman	\$225.00
Paralegal	\$110.00

6. Invoicing:

The Contractor shall submit itemized invoices on a monthly basis. The invoice shall include current charges for the applicable time period covered and each line item shall include the following:

- o Date of service
- o Type of service completed
- o Contract unit price for each type of service and the extended total

by line.

- o Current invoice total of all line totals

The DOC cannot pay from a balance forward statement. Each invoice must be itemized. The invoice heading shall reference the Contractor's name, remittance address, and the contract purchase order number. The time in which DOC has to pay a properly submitted invoice shall be in accordance with 62 O.S. § 34.72, and DOC shall pay interest for late payments in accordance with Section 34.72. If DOC discovers errors or omissions, the invoice shall be returned to the contractor for corrections as soon as the errors or omissions are discovered. The time clock for payment of same shall commence again when the corrected billing has been received by DOC.

7. Advance Payments Prohibited:

No payments in advance of or in anticipation of goods or services to be provided under this contract will be made by the DOC.

8. Unauthorized Obligations

At no time during the performance of this contract shall the Contractor have the authority to obligate DOC 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 contract for this project, Contractor shall cease the project and contact the DOC Contract Monitor.

9. Licensing/Certification:

The Contractor agrees to remain appropriately trained and skilled to provide the services under this contract and to maintain an unrestricted certification/license by the appropriate certifying or licensing board. Contractor hereby certifies that the attorneys to perform services under this contract on behalf of Contractor are licensed/certified to practice Law in the State of Oklahoma. The Contractor shall be required to notify DOC immediately if at any time during the term of this contract any attorney performing services under this contract has his/her license/certificate suspended, revoked, terminated, or if an attorney is deemed to no longer be in good standing with the Oklahoma Bar Association.

10. Entire Agreement:

This contract, including referenced attachments, represents all 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. In the event of a conflict between this Professional Services Contract and the Engagement Letter (Attachment 2) regarding one or more specific terms, the terms of the Engagement Letter shall control.

11. Modifications/Amendments:

Any modifications or amendments to this contract must be in writing, executed by the parties and specifically referencing this contract.

12. Termination for Convenience:

DOC may terminate this contract for any reason it determines is in its best interest to do so, with prior written notification to the Contractor at least thirty (30) days prior to the effective date of the termination.

13. Termination for Cause:

Upon knowledge of a material breach by the Contractor, the DOC shall either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and then terminate this contract if the Contractor does not cure the breach or end the violation within the time specified by the DOC; or
2. Immediately terminate this contract if the Contractor has breached a material term herein, and cure is not possible. Termination due to material breach will not be an exclusive remedy, but will be in addition to any other rights and remedies provided for by law.

14. Assignment of interest via sub-contracts:

The Contractor shall neither assign nor transfer any interest in this contract whatsoever, without the prior written consent of the DOC. If such an assignment is made without the consent required herein, the contract shall terminate upon the date the assignment is made and no payments by DOC will thereafter be due to any party.

15. Evidence of Insurance:

Prior to commencing work or services under this contract, the Contractor shall furnish to DOC Certificates of Insurance, issued by Contractor's Insurer(s), as evidence that policies providing the required coverage, conditions and limits set forth below are in full force and effect. All Certificates of Insurance shall identify the policies in effect on behalf of the Contractor, their policy period(s), and limits of liability. The Contractor shall timely renew the policies and if a policy is set to expire during the life of this contract, a renewal certificate must be sent to DOC five (5) days prior to the expiration date. In the case any work is subcontracted, Contractor shall require the Subcontractor to provide and maintain coverage to at least the same extent as required of Contractor.

19. Notices:

All notices or demands required to be given pursuant to the terms of this contract shall be given to the other party in writing, delivered by hand, electronic mail with a confirmation receipt, registered or certified mail, to the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

DOC		CONTRACTOR	
DOC	<i>Office of the General</i>	Firm Name:	<i>GableGotwals</i>
Division/Unit:	<i>Counsel</i>	Contact:	
Contact:	<i>David A. Cincotta</i>	Address:	<i>One Leadership Square,</i>
Address:	<i>3400 Martin Luther King Ave.</i>		<i>Fifteenth Floor</i>
Address:			<i>211 North Robinson</i>
City, State, Zip:	<i>Oklahoma City, OK 73111</i>	City, State, Zip:	<i>Oklahoma City, OK 73102</i>
Phone:	<i>405-425-2515</i>	Phone:	<i>405-524-2070</i>
FAX:	<i>405-425-2683</i>	FAX:	<i>405-524-2078</i>
Email Address:	<i>david.cincotta@doc.ok.gov</i>	Email Address:	

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail, or electronic mail.

20. Contraband:

Contractor understands and agrees that all persons and vehicles entering DOC facility grounds are subject to search by DOC personnel. Entry onto the grounds to pass through an entrance of the perimeter is presumed consent to a pat down search at or near the perimeter. The unauthorized possession or bringing of cell phones, weapons, controlled dangerous substances, money, or alcohol onto or into this property is a felony punishable by imprisonment, fine, or both. Violators will be prosecuted in accordance with 57 O.S. § 21.

21. Background Checks and Verifications:

At the sole discretion of DOC, Contractor may be subject to background checks. Upon DOC's request, Contractor must submit the required background check information to DOC in a timely manner. The State may elect to limit or deny the Contractor's access to DOC's premises, computer systems, documents, files and data prior to completion of background verification.

22. 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 ensures that no employee or any of its principals performing hereunder:

- are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- have within a three year period of 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.
- have, within a three year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
- are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section

23. Relationship:

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of the DOC or the State of Oklahoma and accordingly, shall not be eligible for rights or benefits accruing to state employees.

24. Prison Rape Elimination Act (§115.17 and §115.77):

Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Contractor, its employees, agents, or representative and an offender is expressly forbidden.

In addition, by signing this contract, Contractor attest that no employee, agent or representative of the Contractor who may have direct contact with DOC offenders while performing the requirements of this contract has:

- (1) Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
- (2) Been convicted of engaging or attempting to engage in sexual activity

**COVERAGE
REQUIRED**

- ☒ **Worker's Compensation Insurance or proof of an alternative or exemption authorized by Oklahoma state law (85 O.S. § 311).** Contractor shall maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the work or services required by this contract. Exceptions and exemptions can only be made if they are in accordance with Oklahoma Statute.

**COVERAGE
REQUIRED**

- ☒ **Professional Liability Insurance**

Contractor shall remain adequately insured for professional liability through private Medical Malpractice or Errors and Omissions liability insurance for the duration of this contract. Contractor agrees to maintain coverage in accordance with any limits required by law. If not required by law, Contractor shall maintain minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Coverage shall also include unlimited defense coverage including attorney's fees and costs in addition to limits of liability.

16. Liability:

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of DOC, and Contractor agrees not to assume or incur any such liability or obligation without the prior expressed written consent of DOC.

17. Compliance with Law

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

18. Third Party Rights:

The provisions of this contract are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any third person. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail, or electronic mail.

in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

(3) Been civilly or administratively adjudicated to have engaged in the activity described above. Any contractor who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. DOC may also terminate the contract immediately when violations are found.

25. Governing Law/Venue:

This contract and all rights and duties arising there under shall be governed, interpreted and construed according to the provisions of and under the laws of the State of Oklahoma. Venue for any actions concerning this agreement is in Oklahoma County, Oklahoma.

26. Record Retention and Audit:

By accepting this contract, the Contractor agrees that their books, records, documents, accounting procedures or any other item relevant to this contract are subject to examination by DOC and the State Auditor and Inspector. 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. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation or other actions involving such records are started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later.

27. Unavailability of Funding:

DOC cannot guarantee the continued availability of funding for this Contract, notwithstanding the consideration stated therein. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient funding, DOC may terminate the contract, or reduce the contract consideration, upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with written proof of delivery. DOC 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, that 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, Contractor may work with DOC 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 DOC. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs, upon notice of termination or reduction or contract.

28. Waiver of Breach:

No failure by the ODOC to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the ODOC'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.

29. Monitoring Plan:

Contractor shall be responsible for ensuring successful performance and compliance with the terms and conditions set forth in this contract. Throughout the term of the contract, DOC, in accordance with statutory requirements (74 O.S. § 85.4E and 85.41B), will carry out certain activities to ensure the Contractor's adherence to the scope of work and compliance with the terms and conditions. The following monitoring plan has been developed to identify the planned monitoring activities that will be completed and the DOC individual that will be responsible for completing these activities. The individual identified by DOC to carry out this function shall be called the Contract Monitor. Monitoring activities marked below will apply to this contract.

DOC Contract Monitor: David A. Cincotta, General Counsel for DOC

**REQUIRED
ACTIVITY**



Invoice Review and Approval - The Contract Monitor will conduct a review of each invoice submitted by the Contractor to ensure the receipt of the services and accurate billing of the quantity and pricing in accordance with the terms of the contract.



Review and Adjustment of Encumbrance Balances - The Contract Monitor will track and monitor the total contract expenditures and encumbrance balance and will make adjustments (change orders or contract modifications), as necessary, to ensure there is sufficient encumbrance to complete the service needs required by DOC.



Renewals and Modifications- The Contract Monitor will exercise renewal options and initiate modifications to the contract, as necessary, following the proper procurement process.



Periodic Contact with Contractor - The Contractor Monitor will serve as the primary point of contact between the DOC and the Contractor. The Contract Monitor will have routine periodic contact with the Contractor, throughout the contract period, by way of phone, email, face to face meetings, and/or written correspondence. This periodic contact will provide an opportunity to review the progress of the Contractor.

30. HIPAA Business Associate Agreement:

To the extent that it becomes necessary for Contractor to receive protected health information from DOC to perform the services provided for in this contract, Contractor hereby understands that it will be a Business Associate, as that term is defined by 45 CFR 160.103, of DOC and must comply the provisions contained in Attachment A.

Agreed to and accepted by:
Representing Contractor:

Craig Fitzgerald
SIGNATURE

Craig Fitzgerald
PRINTED NAME

Attorney
TITLE

12/11/2017
DATE

Representing DOC:

David A. Cincotta
SIGNATURE

David A. Cincotta
PRINTED NAME

General Counsel
TITLE

12/14/2017
DATE

**ATTACHMENT A
HIPAA BUSINESS ASSOCIATE AGREEMENT BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS (DOC) and
GABLEGOTWALS**

1. HIPAA-RELEVANT PROVISIONS:

Definitions

Catch-all definition:

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 Protected Health Information, and Use.

Specific definitions:

- (a) 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 [Contractor].
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [DOC].
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information 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;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business associate may disclose protected health information to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity, except if the business associate will use or disclose protected health information for legal responsibilities of the business associate.

Termination

(a) Obligations of Business Associate upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
3. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at in paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
4. Destroy the protected health information 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.

(b) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

ATTACHMENT B



Greg T. Metcalfe
Direct Line: (405) 235-5578
gmetcalfe@gablelaw.com

ATTACHMENT B
ENGAGEMENT LETTER
BETWEEN THE
OKLAHOMA
DEPARTMENT OF
CORRECTIONS (DOC)
AND GABLEGOTWALS
One Leadership Square, Fifth Floor
211 North Robinson
Oklahoma City, OK 73102-7255
(405) 235-5500
www.gablelaw.com

October 19, 2017

Oklahoma Department of Corrections
PO Box 11400
Oklahoma City, OK 73136
Attention: David A. Cincotta, General Counsel
Via Email: david.cincotta@doc.ok.gov

Re: Engagement of GableGotwals

Dear Mr. Cincotta:

The purpose of this letter is to set forth the terms and conditions under which Oklahoma Department of Corrections ("you" or the "Client") have engaged GableGotwals ("we" or the "Firm"), effective as of October 13, 2017.

Scope of Engagement

You have engaged us solely with respect to *Board of County Commissioners of the County of Tulsa, et al. v. State of Oklahoma ex rel., Oklahoma Department of Corrections, et al.*, No. CV-2017-684 (Okla. County, filed Mar. 31, 2017) (the "Matter"). Our engagement is limited to the Matter, but we would be pleased to discuss any other assistance we could provide to you consistent with our obligations under the Oklahoma Rules of Professional Conduct (as amended from time to time, the "Professional Rules").

Identity of Client

Pursuant to the terms and conditions of this engagement letter, we represent only named defendants in the above-referenced matter:

- The State of Oklahoma ex rel., Oklahoma Department of Corrections,
- Joe M Allbaugh, in his official capacity as Director of the Oklahoma Department of Corrections, and
- The State Board of Corrections (collectively the "Client Group").



David A. Cincotta
October 19, 2017
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GableGotwals and the Client Group agree that the State Board of Corrections is being sued in its capacity as a state agency. *See generally* 51 O.S. § 152(2) (defining "agency" to include a board). This engagement does not for any purpose give rise to an attorney-client relationship with the individual members of the State Board of Corrections. Further, this engagement does not for any purpose give rise to an attorney-client relationship with Joe M Allbaugh in his individual capacity or with any other officers, managers, director employees or agents of the Oklahoma Department of Corrections and/or the State Board of Corrections.

You also agree that during the course of our representation of the Client, we will not be given any confidential information unrelated to the Matter.

Joint Representation in Litigation

Pursuant to the terms and conditions of this engagement letter, we represent each Client identified above in the Matter. We are being engaged to represent each member of the Client Group individually, and all of you jointly, in the Matter. Whenever an attorney or firm undertakes to represent multiple clients in the same matter, there are advantages and risks to the clients in retaining the same counsel. There are advantages in terms of cost savings and ease of communication with respect to the objects of the representation. On the other hand, there are risks or potential disadvantages. However, in this case, all three members of the Client Group have been sued solely to obtain judicial relief from and against the Oklahoma Department of Corrections – a state agency. GableGotwals and the Client Group agree that it is difficult to conceive of a conflict ever arising among and between the three members of the Client Group. Nevertheless, the following paragraphs attempt to inform you of the primary risks or potential disadvantages of joining with the others in retaining the Firm to jointly represent you.

Non-Privileged Communications. When the Firm represents only one client in a matter, the attorney-client privilege generally applies to all communications between the Firm and its client in connection with the matter, and protects those communications from disclosure to or discovery by any other party. One risk or disadvantage of a joint representation, however, is that your communications with us regarding matters of common interest to other members of the Client Group in relation to the Matter, will not be privileged as between you or us and the other members of the Client Group. In other words, such communications will not be privileged or protected from disclosure between or among the members of the Client Group. If each of you retained separate counsel, each of you would have a privilege of confidentiality vis-a-vis each other. Notwithstanding this joint representation, however, your communications with us for the purpose of obtaining legal advice with respect to the Matter generally will remain privileged and confidential as to any third party who is not a member of the Client Group, and thus protected from disclosure to or discovery by such third party.

Potential Conflicts. At this time the Firm is not aware of any conflict of interest between or among members of the Client Group, pertaining to the Matter, that would prevent the Firm from jointly representing the Client Group under the terms of this engagement letter. However, one risk or disadvantage of a joint representation is the possibility that an actual or potential conflict of interest could arise between or among you and other members of the Client Group during the



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course of the representation. Such a conflict could arise, for example, should any member of the Client Group wish to assert a claim against another member of the Client Group in relation to the Matter, or wish to prosecute or defend claims, settle claims, take legal positions, or follow a strategic or tactical path, that conflicts with the desires or interests of another member of the Client Group. You understand that the Firm will not advise or represent you, either during the pendency of the Matter or at any time thereafter, concerning any claim that you may have or may wish to assert against any other member of the Client Group in relation to the Matter.

Representation at Trial. Another potential risk or disadvantage of this joint representation is that it may not be in your best interest, or the best interests of the other members of the Client Group, for the Firm to represent you in any trial relating to the Matter, depending upon a number of factors or relationships that cannot be fully evaluated at this time, such as the parties remaining in the case, the strengths or weaknesses of your individual case, and the way in which the trial will proceed.

Separate Counsel. If any of the foregoing occur, or other unforeseen issues arise, you might need to hire separate counsel, which could result in delay of proceedings or other disadvantages to you, and could have a material adverse effect on the efficient and economical representation of your interests, including causing your attorney fees and expenses to be materially greater than they would have been had you remained as part of the larger Client Group.

Further Disclosure. If other issues come to our attention during the course of the representation, we will advise you of them to the extent we believe necessary in order to supplement the disclosures in this letter. There is no assurance that any of the perceived benefits, on the one hand, or the perceived risks or disadvantages, on the other hand, of this joint representation will or will not materialize.

Withdrawal. You are each free at any time to withdraw your consent to joint representation. Moreover, under some circumstances your consent to the joint representation may be ineffective to permit us to continue to represent either you or the other members of the Client Group consistent with our professional ethical obligations. You agree that in the event we should cease to represent you, we may continue to represent the remaining members of the Client Group; that you will not seek our disqualification from further representation of the remaining members of the Client Group notwithstanding our prior receipt of confidential or privileged information from or about you; and that you will remain responsible, as provided in this engagement letter, for payment of the fees and expenses we incurred on your behalf in the Matter prior to the date you notified us of your withdrawal.

Consent to Joint Representation. By signing the last page of this letter you give your informed written consent to such joint representation on the terms and conditions set forth herein. You also acknowledge that you have been advised of your right to consult with separate counsel of your own selection at any time, and if desired, to have such separate counsel appear of record in the Matter to represent your interests.



Fees

We agree to bill you at a discounted rate from our local standard rates. Craig A. Fitzgerald will be billed at \$270 per hour. Gregory Metcalfe will be billed at \$270 per hour. Elizabeth F. Cooper will be billed at \$240 per hour. Katherine McDonald and/or Justin Lollman will be billed at \$225 per hour. Paralegals will be billed at \$110 per hour. We will obtain your approval and approval through the 201 procedure prior to adding timekeepers other than those listed herein. This engagement is contingent on approval of this rate set by the Oklahoma Office of Attorney General. See 74 O.S. § 201. We will honor these rates through December 31, 2018. If this engagement persists beyond December 31, 2018, we reserve the right to renegotiate our rate set with you.

The Oklahoma Department of Corrections will be solely responsible for paying our monthly invoices. The Oklahoma Department of Corrections assumes the duty to pay our services on behalf of the entire Client Group.

Costs and Expenses

Our monthly bills to you will include charges for various costs and expenses, if any, incurred on your behalf. Costs are items incurred in-house by the Firm (such as copy charges). Expenses are incurred through invoices from a third party (such as service of process). Typical cost items include, for example, photocopies. Typical expense items include, for example, courier or messenger services, travel expenses (if any) and filing and recording fees.

Costs will be charged under our standard practices for assessing and charging costs to our clients. Expenses will be passed through to you at actual cost. Whenever practical, we will not commit to a major expense or cost item without first discussing it with you.

One of the standard features of modern litigation is the expense associated with processing and database hosting of paper and electronic discovery and document sets. To reduce the expense associated with discovery processing and hosting by third-party vendors, the Firm has implemented a market-leading discovery processing and hosting tool. If the discovery processing and hosting tool is utilized for your matter, our rates are \$25.00 per gigabyte for ingestion of electronically stored information; \$8.00 per gigabyte, per month for database hosting; \$150 per month license fee for each external user; and \$75.00 per hour for technical support services. We generally outsource imaging of large-volume paper sets. These rates are reviewed and may be adjusted from time to time, and any such adjustment will apply to this engagement after notice has been provided to you.

Billing and Retainer

Except in periods of nominal activity, we will endeavor to send bills to you monthly. All bills are due and payable upon receipt. We will provide in our bills a general identification of the services performed and the costs and expenses incurred. You agree to promptly raise and address with us any questions that may arise with respect to our billing. You further agree that our fees and expenses are payable regardless of the Matter's outcome.



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We do not request a retainer. However, in lieu of a retainer, You agree that all invoices will be promptly paid within 30 days of receipt.

General Responsibilities

You will cooperate fully and candidly with us with respect to the Matter. You will provide all information known by or available to you that may aid us in representing you in the Matter. You agree not to provide the Firm with any confidential information not related to the Matter. If you perceive any actual or possible disagreement with our handling of the Matter, you will promptly and candidly discuss the problem with us. All of the Firm's work product will be owned by the Firm.

Effort and Outcome

The Firm agrees to competently and diligently represent you in the Matter, consistent with our ethical obligations under the Professional Rules. However, you acknowledge that we have not and cannot give any guarantees regarding the outcome of the Matter.

Retention of Files

You are responsible for maintaining your own copy of documents that we forward to you. We will endeavor to retain and maintain the major and significant components of our files relative to each Matter for a period of at least three (3) years following the conclusion of such Matter; provided, however, that we reserve the right to return any of the components of our files related to the Matter at any time.

We make frequent use of digital file management tools, and many of our files are maintained digitally (i.e., paperless). Subject to our obligations under the Professional Rules, you agree that we may convert and maintain all documents for the Matter digitally. If you provide us with documents and want to have those documents maintained and returned in paper format, you must tell us at the time you provide such documents and specifically identify the relevant documents; otherwise, we will assume we may maintain them digitally.

We also make use of reputable, third party hosted software tools, commonly known as "cloud storage," consistent with our responsibilities under the Professional Rules. You agree that we may store your documents on servers maintained by third party vendors.

Subsequent Matters

Our engagement is limited to the Matter, but we are willing to discuss any other assistance that we could provide to you consistent with our obligations under the Professional Rules. If you engage the Firm to handle any matter other than the Matter, that matter shall be governed by terms and conditions set forth in this engagement letter, unless otherwise agreed in writing between you and us.

**PROFESSIONAL SERVICE CONTRACT BETWEEN THE OKLAHOMA
DEPARTMENT OF CORRECTIONS (DOC) and GABLEGOTWALS**

1. This contract is entered into by and between the Oklahoma Department of Corrections, hereinafter referred to as DOC, and GablesGotwals, hereinafter referred to as Contractor, pursuant to the authority granted by 74 O.S. § 201 & 57 O.S. § 508.1.

Whereas the Contractor, GableGotwals, Craig A. Fitzgerald, Gregory Metcalfe, Elizabeth F. Cooper, Katherine McDonald, and Justin Lollman are licensed in the State of Oklahoma to practice law and have expertise in civil litigation.

2. **Purpose:**

Whereas DOC has a need for legal services that cannot be provided by the Office of the Attorney General, by way of representation of the State of Oklahoma ex rel. Oklahoma Department of Corrections, the Oklahoma State Board of Corrections, and Joe M. Allbaugh in Oklahoma County District Court case number CV-2017-684.

3. **Scope of Work:**

3.1. ***Contractor's Duties***

3.1.1. Services shall include, but not be limited to, the following: Reviewing Records to evaluate claims,

3.1.2. Consulting and counseling with the appropriate representatives concerning mediation and litigation,

3.1.3. Representing Defendants in all discovery proceedings, interviewing and preparing witnesses to testify at trial,

3.1.4. Attendance at all hearings on motions, dockets and pre-trial conferences,

3.1.5. Provide written reports of work performed as requested by DOC,

3.1.6. Contractor shall not have the authority to settle the case or any portion thereof without written concurrence of the DOC,

3.1.7. Conduct of the trial of the case,

3.1.8. Preparations and presentation of pre-trial and post-trial motions, if required.

3.1.9. Prosecuting and/or defending appeals and/or writs after consultation with and approval by Defendants.

3.1.9. Contractor shall submit, by monthly statement, an itemized listing of expenses incurred in the performance of services under this contract. Expenses shall be billed at actual cost.



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Governing Law and Forum Selection

This engagement letter shall be interpreted and enforced in accordance with the law of the State of Oklahoma without reference to principles of conflicts of law. You submit and consent to the jurisdiction of the Oklahoma County District Court or the United States District Court for the Western District of Oklahoma for litigating any controversy or claim arising out of or relating to this engagement letter or the breach thereof (including any controversy or claim involving any parent, subsidiary or affiliate of the Client), whether such claim sounds in contract, tort or otherwise.

Conflicts

As you know, we are a general service law firm that has represented, now represents and will continue to represent a broad base of clients, including ONEOK, Inc., ONEOK Partners, L.P., ONE Gas, Inc., Continental Resources, Inc., Magellan Midstream Partners, Occidental Petroleum Corporation, Cimmarx Energy Co., BP p.l.c., ConocoPhillips and their respective subsidiaries and affiliates and many other clients, on a variety of legal matters. Absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of our other clients to retain us as counsel and preclude us from representing you or our other clients in pending or future matters.

Therefore, as a condition to our undertaking this engagement, you agree that we may continue to represent, or may undertake in the future to represent, any other clients in any matter (including representation in transactions, litigation, arbitration or mediation in which you and such other clients are or may be adverse parties), even if the interests of such other clients in those other matters are directly adverse to you, except where (i) the matter is substantially related to matters in which we are currently representing you, or (ii) as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information that, if known to any such other client of the Firm, could be used in that other matter by such client to the material disadvantage of you (collectively, the "Allowed Adverse Representations"). Any such Allowed Adverse Representation will exclude and screen any lawyers participating in this engagement, and any lawyers participating in this engagement will be excluded and screened from any files or information relating to such Allowed Adverse Representation.

You also agree that you will not, for yourself or any other entity or person, assert that this Firm's representation of you or any of your affiliates in any past, present, or future matter is a basis to disqualify this Firm from representing another entity or person in any Allowed Adverse Representations. You acknowledge and agree that any Allowed Adverse Representation does not breach any duty that this Firm owes to you or any of your affiliates.

This waiver is effective only if we conclude in our professional judgment that the requirements of Professional Rules 1.7, 1.9 and any other applicable Professional Rule are satisfied. In performing our analysis, we will consider a variety of factors, including, but not limited to, (x) the nature of any conflict, (y) our ability to ensure that the confidences and secrets of all involved clients will be preserved and (z) our relationship with each client.



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You agree that if an Allowed Adverse Representation does arise in the future, and you seek to withdraw your consent to the conflicting representation, we may withdraw from our representation of you. You also agree not to assert that this representation should disqualify us or otherwise prevent us from that Allowed Adverse Representation. This advance consent does not, of course, authorize the disclosure or use of any client confidences.

Termination of Representation

You have the right to terminate this engagement at any time without cause. Likewise, we have the right to withdraw from this engagement at any time, subject to our professional and court-imposed obligations. Notice of termination or withdrawal by either party will be made in writing and will be effective upon receipt. In the event of such termination or withdrawal, you will promptly pay us all fees, costs and expenses incurred prior to the date of termination or withdrawal. Upon termination or withdrawal of this engagement, we agree to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

If the terms and conditions of this engagement letter are acceptable, please sign a copy of this letter in the space provided below and return it promptly to us. We are, of course, pleased to have this opportunity to serve you. Please call us at any time if you have questions.

Yours very truly,

Greg T. Metcalfe
For the Firm

ACCEPTED AND AGREED:
Oklahoma Department of Corrections

By:

Name: David A. Cincotta

ACCEPTED AND AGREED:
Oklahoma State Board of Corrections.

By:

Name: David A. Cincotta

ACCEPTED AND AGREED:
Joe M Allbaugh, in his official capacity as
Director of the Oklahoma Department of
Corrections

For Joe M. Allbaugh
and with authority to sign



OKLAHOMA ATTORNEYS
MUTUAL INSURANCE COMPANY

CERTIFICATE OF INSURANCE
OKLAHOMA ATTORNEYS MUTUAL INSURANCE COMPANY

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and Mailing Address of Insured:

Gable & Gotwals PC
100 W. 5th Street, Suite 1100
Tulsa, OK 74103

Company Name:

Oklahoma Attorneys Mutual Insurance Co.

Address:

P.O. Box 5590
Edmond, OK 73083-5590
(405) 471-5380

Telephone:

Date:

December 12, 2017

<u>Insurance Type</u>	<u>Policy No.</u>	<u>Policy Effective Date</u>	<u>Policy Expiration Date</u>	<u>Limits of Liability</u>	
Lawyers Professional Liability	62412-17	January 31, 2017	January 31, 2018	Per Claim:	\$10,000,000
				Policy Aggregate:	\$10,000,000
				Deductible:	\$50,000


(Authorized Representative)

Certificate Holder: Oklahoma Department of Corrections

cc: Insured(s)

Security National Insurance Company
12790 Merit Drive
Dallas, TX 75251

**WORKERS COMPENSATION & EMPLOYER'S LIABILITY
INSURANCE POLICY**

		Policy Period	
		Policy Number	From To
SWC1132605		1/1/2017	1/1/2018
12:01 A.M. Standard Time at the described location			
Transaction			
Renewal		Renewal/Rewrite of Policy No.	
Pay Plan: Annual - Agent Bill		SWC1094176	
1. Named Insured and Address		Agent	
Gable & Gotwals, A Professional Corporation 1100 Oneok Plaza; 100 W 5th St. Tulsa, OK 74103		Comp Risk Management, Inc. 750 E Britton Rd., Suite 200 Oklahoma City, OK 73114 Telephone: (405) 879-0155	
Carrier #	FEIN #	Risk ID #	Entity of Insured
40533	730776907	350263705	Corporation

Additional Locations: See Extension of Information Page

2. The policy period is from 1/1/2017 to 1/1/2018, 12:01 A.M. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: OK
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part TWO are:
- | | | |
|---------------------------|------------|---------------|
| Bodily Injury by Accident | \$ 500,000 | each accident |
| Bodily Injury by Disease | \$ 500,000 | policy limit |
| Bodily Injury by Disease | \$ 500,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3A.
- D. This policy includes these endorsements and schedules: See attached endorsement schedule
4. The premium for this policy will be determined by our Manuals of Rules, Classification, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	206	Total Estimated Annual Premium	39,038
Assessments and Taxes	0	Expense Constant	160
		Premium Discount	-3,742
		Deposit Premium	39,038

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this
Issued Date: 12/6/2016
Issuing Office


Authorized Representative

Security National Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Oklahoma HB 1002, Section 11, Subsection b, at no additional cost. If you would like additional information, contact Security National Insurance Company Loss Control Department at 1-877-528-7878.



**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.

Agency Name: Oklahoma Department of Corrections

Agency Number: 131 100

Solicitation or Purchase Order #: _____

Supplier Legal Name: GableGotwals

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

12/11/2017

Certified This Date

Craig Fitzgerald

Printed Name

Attorney

Title

918-595-4811

Phone Number

cfitzgerald@gablelaw.com

Email

918-595-4990

Fax Number

AUDIT CLAUSE:

In accepting this contract the attorney(s) agrees to this audit clause which provides that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the contract are subject to examination by the agency, the State Auditor and Inspector and State Purchasing Director.

Craig Fitzgerald
Printed Name


Signature

12/20/17
Date