

### ARTICLE III. GENERAL PROVISIONS

3.0 This Agreement shall begin on the Date of Award (issuance of the purchase order) and end on June 30, 2015. There shall be the option to renew for five (5) subsequent one-year periods (July 1 through June 30) through June 30, 2020. A change order to the original purchase order will be issued to the Contractor to exercise each renewal option period. The decision to renew is based on the needs of the OHCA, funding availability, and is at the sole discretion of the OHCA.

~~(a) It is understood and agreed by the parties hereto that all obligations of OHCA, including the continuance of payments, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall OHCA be liable for any payments in excess of such available appropriated funds.~~

### ARTICLE X PAYMENTS AND REIMBURSEMENT

10.0 In consideration for satisfactory performance of the services enumerated in Article IV of this Agreement, OHCA agrees to pay the Contractor an amount not-to-exceed the amount shown on the purchase order issued to the Contractor for each fiscal year. The Contractor may request an increase in the not-to-exceed amount which will be granted if funds are available. All payments shall be against the not-to-exceed amount. The rate per certified application is inclusive of all costs associated (salaries, benefits, travel, postage, telephone, copying, etc.) with the provision of the services detailed in this Agreement.

- a) \$40.00 per new online SoonerCare application accepted, processed, and determined eligible;
- b) \$15.00 per renewal online and paper SoonerCare application accepted, processed, and determined eligible; and
- c) \$30.00 per new paper SoonerCare application accepted, processed, and determined eligible.

10.1 Contractor shall submit no more than one invoice per quarter for SoonerCare applications accepted and processed and determined eligible. No payments shall be made for any applicants who are found ineligible. This quarterly invoice shall include a secure and encrypted Microsoft Excel file ~~in the format shown, containing the applicant information shown in the~~ utilizing the File Layout shown in (See Attachment B) and meeting OHCA's requirements for security and encryption.

Attachment B shall be sent to the following e-mail address: [tribalrelations2@okhca.org](mailto:tribalrelations2@okhca.org).

10.2 Contractor shall utilize the format provided in Attachment A to submit a quarterly invoice for services rendered in the preceding month. ~~Attachment A shall be the cover sheet for the monthly invoice. A list of individuals submitting applications for SoonerCare shall be attached.~~ Contractor shall submit ~~invoices~~ Attachment A to the address shown in 2.1 d.

10.3 A proper invoice for payment under this Agreement must be submitted and received by OHCA within ninety days of the end of the State Fiscal Year (which is June 30<sup>th</sup>). OHCA is not liable for nor obligated to honor or pay any invoices not timely submitted and received pursuant to this paragraph. OHCA may, however, in appropriate circumstances and in the exercise of its sole discretion, choose to pay a proper invoice notwithstanding the fact that it was not timely submitted and received, unless otherwise prevented from doing so pursuant to applicable federal and/or state law.

~~Contractor(s) shall have the later of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this Contract; or (b) ninety (90) days from the expiration of this Contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.~~

- 10.4 OHCA shall have forty-five (45) days to pay a proper invoice. If OHCA fails to pay an invoice within that time, Contractor shall have the right to interest upon the invoice in an amount consistent with 62 Okla. Stat. §34.71 and 62 Okla. Stat. §34.72.

#### **ARTICLE XII UNAVAILABILITY OF FUNDING**

In the event state or federal funds used to support this Agreement become unavailable, either in full or in part, due to reductions in appropriations, the OHCA may reduce or terminate the Agreement upon notice in writing to the Contractor by certified mail. The OHCA shall be the final authority as to the availability of funds. The effective date of such Agreement reduction or termination shall be specified in the notice. In the event of a reduction, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon written notice to the OHCA. The OHCA agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this Agreement.

\*This clause provides exception to the amendment clause and the termination clause of sixty (60) days-notice without cause.

#### **ARTICLE XIII DISASTER RECOVERY**

13.0 The Contractor shall submit a plan that addresses business continuity and disaster recovery related to emergency situations to OHCA for approval before starting operations; the submission deadline date shall be agreed upon by both parties. The plan must include at least the following aspects of disaster recovery: communications, physical plant security, data security, and fire/disaster prevention and recovery procedures. Each aspect included within the disaster recovery plan must describe both the Contractor and OHCA responsibilities.

13.1 The Contractor may include resources outside Oklahoma but within the continental United States as part of this plan. If applicable, the plan must satisfy all requirements for Federal certification.

13.2 The plan shall be maintained and updated by the Contractor throughout the term of the contract, and shall be available for review by State or Federal officials on request.

#### **ARTICLE XIV OFFSHORING**

The Contractor shall not enter into any sub-contract which uses any public funds within its control to purchase services which will be provided outside the United States. This reflects prohibition on the purchase of offshore services.

14.1 The service provider shall:

- a) Disclose the location(s) where all services will be performed by the Contractor and subcontractor(s);
- b) Disclose the location(s) where any OHCA data associated with any of the services are provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored;
- c) Disclose any shift in the location of services being provided by the Contractor or subcontractor(s); and
- d) Disclose the principle location of business for the Contractor and all subcontractor(s) who are supplying services to the OHCA under the proposed contract(s).

14.2 If contracted or subcontracted services shall be performed at multiple locations, the known or anticipated value of the services performed shall be identified and reported to the OHCA. This information and economic impact on Oklahoma and its residents may be considered in the evaluation.

14.3 The OHCA shall determine when the purchase of offshore services does not apply in regard to:

- a) Situations in which it is deemed an emergency; and
- b) Necessity to waive some or all of the requirements herein.

14.4 The Contractor may perform some development functions outside of Oklahoma but within the

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continental Unites States. The OHCA health data must never leave the continental United States. If any Contractor or subcontractor(s) work identified for performance in the United States is moved to another country, outside the continental United States, such action may be deemed a breach of the contract.