**Attachment C-1**

**Oklahoma Department of Human Services**

**Agency-Specific Terms and Conditions**

### **Additional Required Insurance Coverage**

In addition to the insurance required in Attachment B (State General Terms), Supplier will obtain and have Professional/Technical, Errors and Omissions, or Miscellaneous Liability Insurance with minimum coverage:

* 1. $3,000,000.00 per claim; and
  2. $6,000,000.00 annual aggregate.

### **Anti-Lobbying Act**

#### The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Confess in connection with this federal grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. **Americans with Disabilities Act**

#### The Supplier must comply with the Americans with Disabilities Act. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

#### **Anti-Kickback Act**

#### The Supplier must comply with Federal Executive Order 11246, the Copeland “Anti-Kickback Act” if applicable.

#### **5. Cancellation Clause**

### The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State’s best interest. In the event of a termination for convenience, Supplier will be provided at least one hundred eighty(180) days’ written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

### Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.  Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

### **Conformance with State and Federal Laws and Regulations**

### Supplier shall comply with all Oklahoma and federal laws, regulations, and policies as they exist or as amended which are or may be applicable to the Contract, including those not specifically mentioned in the Contract. Work performed under the Contract must conform to the federal requirements set forth in 45 CFR, Parts 74 and 95.

### **Cooperation with Other Parties**

### Supplier shall cooperate fully with any other Suppliers, consultants, or other parties that may be engaged by the State in connection with the Contract and permit access by all such other parties, as requested in writing by the State, to any records and procedures that may be in the possession or control of Supplier.

### **Corporate Sale or Company Takeover**

### In addition to the terms contained in Attachment B, Section 13 (Assignment and Permitted Subcontractors), in the event of a Corporate sale or Company takeover of a majority ownership in Supplier by a person or entity that did not have such ownership interest on the day before the effective date of the resulting Contract, Supplier shall ensure that it or its successor organization continues to perform its duties under this contract. Supplier must inform all parties interested in buying or taking majority control of its business of its obligation to continue performing under this Contract, and shall not agree to any sale or takeover of its business without assuring that this Contract will continue to be performed until the term has expired.

#### **Debarment and Suspension**

#### As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

#### a. The applicant certifies that it and its principals:

#### 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

#### 2. Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; 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;

#### 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

#### 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

#### b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### c. The Supplier further certifies that they and its subcontractor’s meet all requirements found at 7 CFR Part 3017.300 for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017, Debarment, Suspension and other Responsibility Matters.

### **End-of-Contract Transition Out**

Supplier agrees that, regardless of the reason for termination, the Supplier agrees that it will perform all the requirements of the contract until the State can successfully migrate to a new Supplier, including working with the new Supplier to cooperate with and facilitate any transition as outlined in Exhibit 1-E.

### **Enhancements and Modifications**

### The State may request project changes or modifications not otherwise specified or required. Such requests shall be in writing and submitted by the designated DHS Contract Monitor. The Supplier shall not begin work on any Enhancements or Modifications prior to approval of the request by the Oklahoma Office of Management & Enterprise Services and a change order or purchase order for the additional work has been issued.

### The Supplier shall have no more than thirty (30) calendar days in which to respond to the request and provide the cost of system changes, scheduled time frame for completion of the request, any impact to meeting the established project timeline and any impact to previously approved system changes that have not been completed. If additional time is required to complete the estimate, the Supplier shall provide the proposed response date within two weeks of receipt of the enhancement and/or change request. However, the extension shall never exceed more than sixty (60) calendar days.

### The State will have ten (10) calendar days in which to accept or reject the cost proposal from the Supplier. If approved, the Supplier will prepare detailed descriptions of the change requested which must be approved by the State before any programming occurs. The State will not be responsible for the cost to the Supplier for providing cost and implementation timelines on system enhancements.

### The Supplier will provide a monthly written description of all enhancements requested by the State.

### All Enhancements or Modifications that impact the SNAP EBT system shall require the approval of FNS and OMES.

### **Equal Employment Opportunity**

### Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

1. **Financial Liabilities**

The Supplier will bear all liability for any losses resulting from errors or omissions including fraud and abuse on the part of the Supplier or its representative or subcontractors. These liabilities shall include, but are not limited to:

* 1. Any duplicate or erroneous postings to a client account;
  2. Any losses from funds drawn from an account after the client notified the Supplier that the card had been lost or stolen;
  3. Any damages or losses suffered by a Federal or State Agency due to negligence on the part of the Supplier;
  4. Any loss of benefits caused by fraud or abuse by the Supplier or its representatives or subcontractors;
  5. Any loss resulting from failure to reduce debit card benefit amounts after receipt of returned funds.

### **Force Majeure**

### Force Majeure shall not include, or be related to, the following occurrences: late delivery of equipment, supplies or materials or an oversold condition of the market; inability of either the Supplier or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

### Notification: If either party is delayed by Force Majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of it shall be provided. The time of completion for the suppliers’ performance may be extended by contract modification for a period of time as determined by the State Purchasing Director equal to the time that the results or effects of such delay prevented the supplier from performing in accordance with this contract.

### Rights Reserved: The State reserves the right to cancel all or part of this contract and/or purchase materials, equipment, or services from the best available source during the time of Force Majeure, and Supplier shall have no recourse against the State.

### **HIPAA and Data Privacy Rule**

* 1. DHS and Provider satisfy the definitions of “covered entity” and “business associate,” respectively, which are contained in the Health Insurance Portability and Accountability Act (HIPAA) regulations issued by the Department of Health and Human Services.
  2. Capitalized terms used herein without definition shall have the meanings assigned to such terms in 45 C.F.R. Parts 160 and 164.
  3. Provider may use and disclose PHI only as required to satisfy its obligations herein, as permitted herein, directors, officers, employees, contractors and agents do not use or disclose PHI received from DHS in any manner that would constitute a violation of the HIPAA Privacy Standards if so used or disclosed by DHS, except that Provider may use PHI:
     1. For Provider’s proper management and administrative services;
     2. To carry out the legal responsibilities of Provider; or
     3. To provide data aggregation services relating to the health care operations of DHS, if required under the resulting contract
  4. Provider acknowledges that, as between Provider and DHS, all PHI shall be and remain the sole property of DHS, including any and all forms developed by Provider in the course of fulfilling its obligations pursuant to this contract. Provider further represents that any request that DHS discloses, PHI shall be for the minimum necessary PHI needed to carry out this contract.
  5. Provider shall agree to the following:
     1. Not use or further disclose PHI other than as permitted or required by this contract or as required by law.
     2. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by this contract.
     3. Immediately report to DHS any use or disclosure of PHI in violation of this contract of which it becomes aware. Ensure that any of Provider’s agents, including contractors or subcontractors, to whom it provides PHI, which is received from, or created or received by Provider on behalf of DHS, agrees to the same restrictions and conditions that apply to Provider pursuant to this contract with respect to such PHI
     4. Make PHI available to the Individual in accordance with 45 C.F.R. § 164.524.
     5. Make available PHI for amendment and incorporate any amendments made by the individual to PHI in accordance with 45 C.F.R. § 164.526
     6. Make available such information as is in Provider’s possession and is required for the DHS to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. In the event the reque19st for an accounting is delivered directly to Provider, Provider shall within two (2) days forward such request to the DHS. Provider hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section
     7. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Provider on behalf of, DHS available to the Secretary for purposes of determining DHS’ compliance with the Privacy Standards
     8. Upon termination of the Agreement, return or destroy all PHI received from DHS or created or received by Provider on behalf of DHS and which Provider still maintains in any form and retain no copies of such PHI. If the return or destruction is not feasible, Provider shall extend the protections of this contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible
  6. Federal regulations at 7 CFR 272.1(c) 1 and(c)(2).
  7. For the purposes of executing its responsibilities and to the extent set forth in the Contract Supplier shall be considered part of the welfare system as defined in Article 25 of the Oklahoma Constitution.
  8. Supplier must agree to return any and all data furnished by the State promptly at the request of the State in whatever form it is maintained by Supplier. Upon the termination or completion of the Contract, Supplier will not use any such data or any material derived from the data for any purpose and where so instructed by the State, will destroy or render its machines unreadable.

### **Information Security**

* 1. State of Oklahoma – Title 62, Chapter 1, Section 41.5v – Security Risk Assessments

DHS requires all entities that are hosting, storing, accessing, utilizing, managing, or manipulating data or information systems of DHS to adhere to Section 41.5v. Each entity must annually perform an information security risk assessment due to the Financial Administrator of Electronic Payment Systems by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the entity. The entity is granted sixty (60) working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Failure to comply with the requirements of this standard may result in funding being withheld from the entity, and/or full audit and inspection of the entities security compliance as it pertains to this contract. Entities shall use either the standard security risk assessment created by the Office of State Finance or a third-party risk assessment meeting the ISO/IEC 17799 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of State Finance. The text of the Oklahoma State Statute is found on the Oklahoma Legislature Information System website in the Oklahoma State Statutes and Constitution webpage [www.lsb.state.ok.us](http://www.lsb.state.ok.us).

* 1. Payment Card Industry (PCI) Data Security Standards

All entities that accepts, captures, stores, transmits, or processes payment card data as a merchant or service provider of DHS and must adhere to these standards for information security. These security requirements apply to all “system components.” System components are defined as any network component, server, or application that is included in or connected to the cardholder data environment. The cardholder data environment is that part of the network that possesses cardholder data or sensitive authentication data. Adequate network segmentation, which isolates systems that store, process, or transmit cardholder data from those that do not, may reduce the scope of the cardholder data environment. Network components include but are not limited to firewalls, switches, routers, wireless access points, network appliances, and other security appliances. Server types include but are not limited to the following: web, database, authentication, mail, proxy, network time protocol (NTP), and domain name server (DNS). Applications include all purchased and custom applications, including internal and external (Internet) applications. The entity must provide DHS annual certification of compliance with this standard. The annual certification shall identify, prioritize, and document the entity’s compliance and action plans for areas that need mitigation. The entity must provide the most recent certification report prior to the finalization and enactment of the contract. Failure to comply with the requirements of this standard may result in funding being withheld from the entity, and/or full audit and inspection of the entity’s security compliance as it pertains to this contract.

* 1. Federal Information Processing Standards – FIPS 200

This standard promotes the development, implementation, and operations of secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Failure to comply with the requirements of this standard may result in funding being withheld from the entity, and/or full audit and inspection of the entity’s security compliance as it pertains to this contract. This publication is available from the NIST Computer Security Division web site at <http://csrc.nist.gov/publications>.

* 1. SOC Audit

The Supplier will have annual System and Organization Controls (SOC), Type 1 and Type 2 audits of the service processor's controls over all DHS’ Electronic Benefit Transfer Programs. The report on the examination will assess the policies and procedures placed in operation over all DHS’ EBT Programs and tests of the operating effectiveness of those controls. The areas subject to review should include the following: Most recent 12 months, Control Environment, Access Controls, Computer Operations-Processing, Computer Operations-Data Transmission, Computer Operations-Output, EBT Control-Processing, EBT Controls-Settlement, EBT Controls-Transactions Received from Authorized Sources, EBT Controls—Transaction Amounts and Recording, Physical Environment, Systems Development and Maintenance and Contingency Planning. Copies of the annual SOC audit reports shall be submitted to the Oklahoma Department of Human Services, Financial Administrator for Electronic Payments Systems, via email or other approved and accepted digital platform, within 90 calendar days of the end of the examination period.

### **Inspection, Acceptance, and Delivery**

### Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination and any that do not meet or exceed the specifications may be rejected. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

### The DHS shall be given up to ninety (90) days from the final completion of the installation (if installed by the Supplier) or up to ninety (90) days after delivery if the DHS installs (using the Supplier’s installation documentation or with the Supplier working on-site with DHS staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

### If the Supplier’s product or services fail to meet the specifications, then the same may be rejected and returned to the Supplier with a letter stating the reasons for non-acceptance.  Such rejection will exempt the DHS from all related costs incurred by the Supplier.  The Supplier shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the DHS, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation.  The DHS shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables.  If the deliverables submitted fail to pass acceptance within ninety (90) days, the DHS may, at its sole discretion, continue with the Supplier or terminate the agreement.

### Deliverables must be accepted in writing by the DHS before title shall pass to the DHS or payment shall be authorized.

### Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier’s expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy

### The State of Oklahoma and its authorized representatives shall, at all reasonable times, have the right to enter the Supplier's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work or services being performed.

1. **Identified Costs**
   1. The Supplier agrees to the importance of this contract and performance standards agreed to herein. The State and the Supplier agree that in the event of failure to meet the contract requirements, deliverable dates or any standard performance within the time set forth under each Section, damage shall be sustained by the State and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. It is therefore agreed that the State, at its sole option, may require the Supplier to pay identified cost for such failures with the following provisions:
      1. Where the failure is the sole and exclusive fault of the State, no identified cost shall be imposed.
      2. For any failure by the Supplier to meet any performance standard, project task, project deliverable date or timeframes specified in any section of the contract, the State may require the Supplier to pay identified cost in the amount specified below per business day, per task, per deliverable, performance standard or timeframe for each and every business day thereafter until such task, deliverable or performance standard is completed and accepted by the State.
   2. The Supplier agrees that there are some failures that so negatively impact our customers and clients that no advance notification will be provided before damages are imposed, these shall be agreed upon by the DHS and Supplier prior to award of the contract. For all other standards and tasks written notification of failure to meet a requirement shall be given by the DHS Financial Administator of Electronic Payment Systems to the Supplier. E-mail shall be an acceptable form of written notification. The State will notify the Supplier of the first incident of failure to meet one or more of the defined standards and request a corrective action plan. The State will set a date for submission of the plan. If the State does not receive the plan by the due date and no extension has been granted, the State may, at its sole discretion invoke the appropriate remedy per this schedule.
   3. If the State receives the plan by the due date, it will cooperate with the Supplier to achieve a mutually agreed upon final corrective action plan and schedule. The State may, at its sole discretion, invoke the appropriate remedy if the Supplier does not meet the schedule and no extension has been granted.
   4. The Supplier shall have:
      1. Five (5) business days to correct any delayed project task or project deliverable related to the transition to the new EBT system. The State may impose $5,000 per deliverable after five business days;
      2. Five (5) business days to correct any delayed task related to the on-going maintenance of the EBT system. The State may impose $5,000 per task after five business days;
      3. Twenty-four (24) hours to provide required reports or to correct reports that contained inaccurate information. The State may impose $1,000 per occurrence, per day;
      4. Twenty-four (24) hours to transmit missing data files or to submit corrected files for previously transmitted files that contained inaccurate information. The State may impose $5,000 per occurrence.
   5. The State and the Supplier agree that the following figures represent the reasonable pre- breach estimate of probable loss that will be sustained by the State for each EBT program impacted:
      1. $15,000 if Supplier changes Project Managers during transition or conversion without good cause as determined by the State;
      2. $2,500 for each full percentage point below the tolerance levels on response times;
      3. $5,000 for each full percentage point below the tolerance levels on system availability requirements;
      4. $2,500 for each full percentage point below the tolerance levels on Help Desk requirements;
      5. $500.00 per day for all manuals or documents not updated within 30 days of changes;
      6. $500.00 per day for failure to submit enhancement quotes and impact statements within agreed upon timelines;
      7. $2,500 per day for any item listed in the contract and not specifically stated above;
      8. $10,000 per occurrence for making any changes in the production system without the express written approval of the Financial Administrator of Electronic Payment System Further, the State shall reduce invoices to offset any DHS staff costs in resolving issues arising from this action
      9. $10,000 per occurrence for any system/operator error that results in inaccurate payments or inability to access benefits further, the State shall reduce invoices to offset any DHS staff costs in resolving system/operator error.
      10. $2,500 per day for unavailable test systems
      11. $5,000 per occurrence for release of system to UAT for testing that results in failure, when no documentation can be provided to show prior successful testing by the Supplier.
   6. The parties may elect to use any or all remedies available to them on default whether set forth above or otherwise available to them by law.

### **Liaison**

### The Supplier shall provide reasonable assistance as requested by the State in maintaining liaison and coordination with groups, committees, or similar bodies, which are interested in the performance or objectives of the Contract.

### **Meetings**

### Supplier shall notify the Contract Monitor prior to scheduling or agreeing to participate in a meeting between Supplier and non-state parties related to this Contract, to include replacement of subcontractor. For the purpose of this paragraph, “meeting” shall include but not be limited to a telephone conference call. Such notice shall be in writing and shall be delivered prior to scheduling or agreeing to participate in the meeting. The State will respond to the notice within a reasonable period. The State may, at its option, participate in any meeting or require the Supplier to re-schedule any meeting to allow for State participation.

### **Payment Terms**

### The Supplier shall agree to accept the negotiated rates as total reimbursement for all contract activities including payment to subcontractors.

### By submitting a proposal under this RFP, the Supplier warrants its agreement to the pricing schedules for the life of the contract.

### CPCM pricing shall be fixed for the life of the agreement, except for increases or decreases resulting from modifications to the contract scope of work jointly agreed to by the State and the Supplier.

### Active case counts shall be the total unduplicated case count on the Supplier’s EBT system for the billing month:

### Definition of Active Case for SNAP:

### Active cases are those for which a benefit authorization has been posted and made available during the billing month.

### A “case” is defined as a single household unit receiving benefits through a single client EBT account.

### The State shall not be charged for cases that have had no benefit authorization activity (credits) posted and made available during the billing month.

### An active case may only be counted once per month regardless of the number of postings made on the case.

### Monthly benefits posted prior to the end of the month shall not constitute a billable case until the benefit has been made available to the client (e.g., availability date of the benefit has been reached).

### Definition of Active Authorization for Time & Attendance system:

### Active authorizations are those for which an application status or open case has been posted and made available during the billing month and have paid at 100% accuracy.

### An “authorization” is defined as a single child with a unique provider receiving benefits.

### The State shall not be charged for authorizations that have had no swipe activity posted and made during the billing month.

### An active authorization may only be counted once per month regardless of the number of changes made on an authorization.

### Monthly authorizations posted prior to the end of the month shall not constitute a billable authorization until the benefit has been made available to the client (e.g., availability date of the authorization has been reached).

### Definition of a Direct Deposit Payment:

### The DHS will pay for each deposit made to a direct deposit account during the billing month on a per deposit basis.

### The DHS will pay for each deposit made to a direct deposit account during the billing month.

### The DHS will pay for each deposit made to a direct deposit account during the billing month.

### Monthly deposits posted prior to the end of the month shall not constitute a billable deposit until the deposit has been made to the client’s account.

### If during the life of the contract, the total unduplicated case counts fall outside of the range provided within the pricing table, the price will be set and remain at the lowest and highest case ranges within the pricing table.

### Pricing adjustments due to tiered pricing must occur automatically based on the State’s caseload.

### The State shall make monthly payments to the Supplier for services rendered during the previous calendar month. Supplier shall then prepare an invoice for services rendered following the last working day of each calendar month being billed. The invoice must be accompanied by the supporting files as required in this RFP or use the states numbers. Invoices will not be paid until reconciled against the states numbers.

* + 1. At a minimum, the monthly bill should contain the following:
    2. Report period (month/year);
    3. Previous amount due/payments received;
    4. As applicable, billable startup costs;
    5. Number of active EBT accounts within each category;
    6. Applicable CPCM for active EBT accounts within each category;
    7. Total CPCM pricing (total of active EBT accounts times the CPCM);
    8. An itemized list of the fee for services provided and total cost;
    9. Total amount due.

### Claims for services shall be submitted within ninety (90) calendar days of the provision of services. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services, unless specified otherwise in the contract. If the Department of Human Services or the State of Oklahoma finds that an overpayment or underpayment has been made to the Supplier, DHS may adjust any subsequent payments to the Supplier to correct the account. A written explanation of the adjustment is to be issued to the Supplier with an explanation as to the manner in which a request for reconsideration may be made.

### At the end of the contract, the State will hold back the final payment until the Supplier successfully completes all transition requirements, including but not limited to, transferring project documentation that accurately describes the EBT systems on the date of the fourth generation award.

1. **Use of Cardholder Information**

Supplier, Subcontractors, or any other individuals associated with this program may not use the individual information about any cardholder provided by the State for any purpose or activity not necessary for the fulfillment of the terms of this contract without the express written permission of the cardholder, provided that such permission of the cardholder may be solicited only in writing, and no more often than annually.