# ATTACHMENT C

# OKLAHOMA STATE DEPARTMENT OF HEALTH TERMS

## **Contract Monitoring Plan**

## As a Supplier with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

## All communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract shall be provided with the award documentation.

## **Invoices and Payment**

Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

* + 1. An invoice shall contain the purchase order number, description of products or services provided, the dates of such provision, the invoice date, the period covered by the invoice, and any other data, reports, information or documentation required by other conditions of the contract.
    2. For invoices involving payment for the Contractor’s time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.
    3. The invoice shall be submitted by email to the Oklahoma State Department of Health Accounts Payable: accountspayable@health.ok.gov.
    4. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
    5. The OSDH may withhold or delay payment to any Supplier failing to provide required documentation.
    6. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
    7. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
    8. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
    9. Supplier shall have no right of setoff.
    10. Invoices are to be submitted within thirty (30) days of the date products or services were accepted. The OSDH will not pay invoices received more than ninety (90) days after the end of the applicable contract period.

## **Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Oklahoma State Department of Health

Contact Monitor (contact information to be provided with award documents)

1000 NE 10th St.

Oklahoma City, OK 73117-1299

With a copy, which shall not constitute notice, to:

Oklahoma State Department of Health

Office of General Counsel

1000 NE 10th St.

Oklahoma City, OK 73117-1299

## **Business Associate Agreement**

The awarded Supplier will be required to execute the attached Business Associate Agreement.