



**CONTRACT BETWEEN
THE OKLAHOMA STATE DEPARTMENT OF HEALTH
AND
“DYSPLASIA” CONTRACTOR**

This contract is entered into between the Oklahoma State Department of Health hereinafter referred to as the OSDH, by virtue of the authority vested in it by Title 18 and “Dysplasia” Contractor hereinafter referred to as the Contractor.

All terms and conditions herein become the contract between OSDH and the contractor. The contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the contractor’s officers and/or employees, contractor agrees to ensure that contractor, its officers and employees, (collectively “organization”) abide by the terms and conditions applicable to organization.

Purpose of Contract:

The purpose of this contract shall be to provide professional and surgical services in the evaluation and treatment of abnormal cervical lesions in support of the Oklahoma Breast and Cervical Early Detection Program (Take Charge!), which screens women for breast and cervical cancer in various public health settings.

Contract Expense Cap:

The Oklahoma State Department of Health (OSDH) shall have available to pay the Contractor a maximum of **\$XXX.XX** for the services covered by this contract. The amount of this contract shall be contingent upon the State and Federal appropriations in the OSDH FY 2012 budget. The fees shall be based on the fixed rates established and approved in accordance with 74 O.S. § 85.7 (A) (11) and shall not exceed the current Medicare Part B fee for professional services.

Contract Period:

The contract period is Date of Award through June 30, 2012 with the option to renew for two (2) additional one (1) year periods at the same terms and conditions. The option to renew shall be based on funding availability, Contractor performance and the needs of OSDH. This contract **shall not** take effect until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. Services provided before final execution of this contract shall be at the risk of the Contractor.

Contractor Relationship:

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract shall be that of a vendor.

General

Definitions

Program Eligible Women - Women who are Oklahoma residents and who meet the following criteria are eligible for breast and cervical cancer early detection services:

- a. Women 19-65 years of age whose incomes are less than 185% of poverty and lack creditable health insurance coverage are eligible with the following criteria:
 - i. Women 50-65 years of age shall be the priority population to receive annual breast and cervical cancer screening.
 - ii. Women 40-49 years of age who are symptomatic of breast cancer shall receive breast cancer diagnostic work-up and cervical cancer screening if appropriate.
 - iii. Women 35-65 years of age with an intact cervix who have not had a Pap test in 5 or more years shall be the priority population to receive cervical cancer screening.
 - iv. Women 35-65 years of age who have had a hysterectomy due to cervical cancer or pre-cancerous conditions of the cervix shall receive Pap tests.
 - v. Women 19-35 years of age shall be eligible for cervical cancer screening depending on appointment availability.

Facilities -any Oklahoma hospital, freestanding clinic or mobile unit providing covered radiology procedures for breast cancer screening or diagnosis. Facility is an approved Medicare and Medicaid participating provider.

Duties of the Contractor

1. Submit on a monthly basis an invoice for payment that includes the completed OSDH forms 274A and/or C/D.
2. Agree that procedures and services provided shall not exceed the amount that would be paid under Medicare Part B rates of Title XVIII of the Social Security Act. **See Attachment(s) for CPT codes and approved reimbursement rates for this contract.**
3. Agree program eligible women shall not be billed for any of the services provided through this contract.
4. Submit the following to OSDH within thirty (30) days of issuance of purchase order:
 - a. Copy of current State of Oklahoma license to practice for all providers who shall be providing services to women eligible under this contract. This includes physicians, physician's assistants, and advance practice nurses.
 - b. Copy of current certification(s) of board certified radiologist assigned to this contract.

- c. Copy of current medical malpractice insurance for all providers who shall be providing services to women eligible under this contract.
- d. Copy of current FDA certification and ACR accreditation.
- 5. Submit renewal of medical licenses, malpractice insurance, ACR and FDA certifications to the OSDH within thirty (30) days of renewal.
- 6. Agree to send a representative to the annual Contractor Training to be held during the first quarter of each fiscal year.
- 7. Comply with Oklahoma Statute 63 OS 1-551, which requires all healthcare and health service providers to report specific information on every cancer case to the Oklahoma Central Cancer Registry.

Colposcopy and Cervical Biopsy Services:

Definitions

Gynecologist – a physician specialized in health maintenance and management of non-pregnant women, and in treating diseases of women’s reproductive organs.

Abnormal Cervical Findings – a suspicion of cervical cancer is a Pap test result of Atypical Squamous Cells (ASC), Atypical glandular cells (AGC), Low-grade squamous intraepithelial lesions (LSIL), or High-grade squamous intraepithelial lesions (HSIL) (ICD 622.1), leukoplakia of the cervix, (ICD 622.2), or cervical biopsy result of Cervical intraepithelial neoplasia II or III, or Cancer in situ (ICD 233.1).

Pap test – a screening test for the detection of abnormal cells from the cervix. The Pap test can detect abnormal cells or pre-cancerous cells before cancer develops.

Colposcopy – an examination of the cervix with a high-powered microscope.

Loop Electrosurgical Excision Procedure (LEEP) – a technique that uses electric current passed through a thin wire loop to remove abnormal tissue. Also called loop excision.

Duties of the Contractor

1. Perform for program eligible women, referred by the patient navigator and/or other Take Charge! contractors through the established scheduling system, the service(s) specified on the Take Charge! Program coupon.
2. Require that approved services are performed by board certified gynecologists with additional certification by the American Society of Clinical Colposcopists (ASCC), comparable certification or experience, and whose clinical practice includes providing colposcopy to women consistent with the performance standards as developed by the ASCC and adopted by the Take Charge! Program.
3. Evaluate abnormal cervical findings for program eligible women who are found not to be eligible for Oklahoma Cares. This includes:
 - a. Evaluate cervical findings (abnormal Pap test results, etc.)
 - b. Recommend additional diagnostic procedures as indicated. This is to include providing health education and information about recommendations and possible follow-up.

- c. Perform additional diagnostic procedures such as LEEP, colposcopy, or cervical biopsy as indicated.
Important: Only the procedures outlined in this contract shall be reimbursable by OSDH.
 - d. Agree to inform program eligible women who are found not to be eligible for Oklahoma Cares about any further procedures or treatment that are recommended but not reimbursable by OSDH. Program eligible women have the right to agree to and pay for any further procedures or treatment not reimbursed under the contract.
4. Assist program eligible women in applying for Oklahoma Cares for diagnosis and treatment of abnormal cervical findings.
 5. Provide appropriate follow-up for program eligible women who have completed cancer treatment and who are found to not be eligible for Oklahoma Cares.
 6. Sub-contract for cervical cytology and pathology laboratory procedures with a CLIA certified laboratory when applicable. Contractor shall reimburse the sub-contractor the approved Medicare reimbursement rates for participating providers for cervical cytology and pathology. Cervical pathology laboratory procedures to include gross and microscopic exam of cervical tissue.
See Attachment(s) for CPT codes and approved reimbursement rates for this contract.

Duties of OSDH

1. Provide training and technical assistance, forms completion, eligibility determination, program protocols, recruitment of clients and billing.
2. Determine that women referred for cervical procedures and treatment for abnormal findings meets the program eligibility guidelines prior to referral.
3. Require that eligible women referred for cervical procedures and treatment for abnormal findings have had the following services prior to referral:
 - a. Comprehensive cervical health history
 - b. Pap test
4. Refer program eligible women found not to be eligible for Oklahoma Cares with abnormal cervical screening results for cervical procedures and treatment per the recommendation(s) of the board certified pathologist who reads the Pap test.
5. Require that program eligible women are referred by OSDH Public Health Nurses, contracted program providers and authorized program staff. Certification of referral shall be in the form of a Take Charge! Program coupon.
6. **Deny payment for the cost of any procedure(s) performed for women without a Take Charge! Program coupon and procedures not listed on Attachment(s) of this contract.**
7. Review and approve Contractor's invoices.
8. Provide oversight and evaluation as detailed in the Contract Monitoring Plan.

Contact Persons:

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative _____ at _____ (Telephone number).

For purposes of this contract, all contacts with the OSDH shall be directed to its representative Debby Philips at (405) 271-9444, extension 57102.

GENERAL TERMS AND CONDITIONS

Access to Records Requirements:

The Contractor agrees to maintain required records and supporting documentation for validation of costs billed to the OSDH for three years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Central Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three- year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular three-year period, whichever is later.

The OSDH may routinely request supporting documentation to validate vendor payments.

Advance Payments Prohibited:

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

Amendments:

Any modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH.

Applicable Law:

This contract shall be governed in all respects by the laws of the State of Oklahoma.

Assignment and Delegation:

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause as stated above shall be included in any subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Contractor of any responsibility for performance under this contract.

Cancellation Clause:

This contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

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 assures that no employee or any of its principals performing hereunder:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
2. 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.
3. have, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity.
4. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

Charitable Choice Providers:

Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices.

Contract Monitoring Plan:

As a vendor with the OSDH, your contract will be monitored to insure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Contractor 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 Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Debby Phillips
Chronic Disease Prevention Service
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405) 271-9444 ext 57102
DebraP@health.ok.gov

Contractor's Relation to the OSDH:

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees.

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.

Event of Default:

In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Contractor or may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. *Exception to standard cancellation clause of thirty (30) days notice.

Evidence of Insurability:

The Contractor is required to comply with applicable Federal and State Workers Compensation and occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Contractor shall provide evidence of insurability (Certificate of Insurance), Workers Compensation coverage, from the insurance carrier before the commencement of any work. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Procurement Division.

If the Contractor does not carry Workers Compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers

Compensation Act 85 O.S. § 1 et. seq., and not that of an employee, the Contractor must complete the OSDH Affidavit of Independent Contractor Status.

Failure to Comply Statement:

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

Force Majeure:

The Contractor shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Contractor.

Intergovernmental Contracting Clause:

The Contractor certifies that the services provided under this contract are authorized in the normal course of the Contractor's agency business and that the individuals providing services are employees of the Contractor's agency and that those employees possess the expertise necessary to fulfill the requirements of this agreement.

Invoicing:

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. name, address and FEI number of the Contractor,
2. invoice date,
3. period covered by invoice,
4. purchase order number,
5. any other data, reports, information or documentation required by other conditions of the contract,
6. detail of the services provided and be in accordance with the terms and conditions of this agreement,
7. for invoices involving payment for the Contractor's time, the invoice must be notarized 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.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Chronic Disease Service
Take Charge! Program
1000 NE 10TH Street

Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.

The Contractor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Contractor further assures that all billings will be based on actual costs incurred.

If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

Mandatory Requirements:

The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes of conditions and are permissive in nature.

Non-Collusion Certification

The Contractor will complete and return the attached non-collusion certification, DCS Form 004 (11/2008).

Other Certifications:

The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.

Privacy Clause:

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-

consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

Procurement Integrity:

The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

Professional Services Contract Affidavit:

The Contractor will complete and return the attached Professional Services Contract Affidavit (DCS Form 021 (11/2008)).

Protecting and Securing Protected Health Information

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is applicable to this contract, Contractor, its officers and employees (collectively, "Organization") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound;
- (e) each Party shall report to the other Party any unauthorized use or disclosure immediately upon becoming aware of such unauthorized use or disclosure and mitigate any harmful effects known to the Parties of a use or disclosure made in violation of the contract;
- (f) each Party shall indemnify and hold the other Party harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- (h) make PHI available in accordance with 45 CFR § 164.524;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

- (j) make the information required to provide an accounting of disclosures available in accordance with 45 CFR § 164.528;
- (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534;
- (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH and the Contractor shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Time and Effort:

The Contractor and any approved subcontractor shall maintain time and effort reports on all personnel reimbursed by this contract. Time and effort reports must account for

the total activity for which each employee is compensated and include all hours worked by the employee (s) with the hours delineated by each program area. Time and effort reports must reflect after-the-fact distribution of the actual activity of each employee. Both the employee and their supervisor attesting to the performance of the services and the accuracy of the report must sign the reports.

Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. See Attachment A.

Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. *This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

Waiver of Breach:

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

Approved By:

Oklahoma State Department of Health
1000 NE 10th Street
Oklahoma City, OK 73117-1299

Contractor's Name
Contractor's Address
City, State, Zip Code

By: _____
Carol Jablonski, CPO, MHR
Contracts Supervisor
Procurement Services

By: _____
Name

Date: _____

Date: _____

Attachment A

OKLAHOMA STATE DEPARTMENT OF HEALTH
ADMINISTRATIVE PROCEDURES MANUAL

TITLE: Tobacco-Free Policy Number: 1-8
Re-issued: September 2001
RESPONSIBLE SERVICE: Administration Revises: 1-8, September 2000

APPROVED: _____
Leslie M. Beitsch, M.D., J.D.
Commissioner of Health and
State Health Officer

I. OBJECTIVE: To eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities including County Health Departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

BACKGROUND: Tobacco use is Oklahoma's leading preventable cause of death, and exposure of nonsmokers to secondhand smoke is the third leading preventable cause of death. Reduction of smoking and other forms of tobacco use and protection of the public from involuntary exposure to secondhand smoke are among the top priorities of the Oklahoma State Department of Health as outlined in recent annual State of the State's Health Reports.

This policy is to help reduce tobacco use among this Department's employees and throughout Oklahoma, and it is not intended to be punitive towards any OSDH employees. The Oklahoma State Department of Health is committed to encouraging and providing support to any OSDH employee who wishes to engage in a tobacco dependency treatment program, within the Department's available resources.

The Oklahoma State Department of Health strives to be a leader in protecting the health of our employees and everyone visiting our facilities and to set a good example through the conduct of our personnel by adopting the following tobacco-free policy:

PROCEDURE:

1. The use of tobacco products shall be prohibited throughout all indoor and outdoor areas of premises under the control of the Oklahoma State Department of Health, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This policy applies to all employees, clients, visitors and others on business at all Oklahoma State Department of Health premises.
3. The Central Office and each County Health Department or other facility shall identify the boundaries of its premises, post this information for public reference, and provide notice of this policy with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
4. County Health Departments and other facilities that share a building with other offices shall eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They shall encourage tobacco-free policies for all tenants and throughout the entire premises.
5. Tobacco product receptacles shall be removed from the premises, including any ash cans near entryways.
6. OSDH employees shall not use tobacco products while providing services in clients' homes.
7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this policy shall require Contractors to follow the tobacco-free policy of OSDH in performance of services for OSDH.
8. Violation of this policy by an OSDH employee shall be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedures Manual and state personnel rules.

This policy shall be effective January 1, 2002.



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

**Certification for Competitive
Bid and Contract
(Non-Collusion Certification)**

In accordance with 74 O.S. § 85.22, a certification shall be included with any competitive bid or contract submitted to the State for goods or services.

Solicitation #: _____

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of _____, the 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.

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.

Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

**Professional Services Contract
Affidavit**

Solicitation #: _____

_____, of lawful age, being first duly sworn, on oath says:

A. In accordance with 74 O.S. § 85.42(B), the supplier 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.

B. In accordance with 74 O.S. § 85.41(F)(1), if this contract is for professional services as defined in 74 O.S. § 85.2(28), and if the final product is a written proposal, report, or study, the supplier further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature Date

Printed Name Title

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____

Notary Public (or Clerk or Judge) Signature _____

My Commission Number _____

My Commission Expires _____

Attachment C: Colposcopy Services

Medicare reimbursement rates for procedures performed by contractor		
Note: Take Charge! reimbursement rates are effective July 1, 2011 through June 30, 2012		
CPT Code	Description	Allowable Charges
Office Visit		
99201	New Take Charge! patient; history, exam, straightforward decision-making (10 min.) (Cervical cancer screening only)	\$38.95
99202	New Take Charge! patient; expanded history, exam, straightforward decision-making (20 min.) (OU Gyn-Onc only)	\$67.52
99203	New Take Charge! patient; detailed history, exam, straightforward decision-making (30 min.)	\$97.74
99213	Established Take Charge patient; expanded history, exam, straightforward decision-making (15 min.)	\$65.73
Cervical Diagnostic Services		
57452	Colposcopy of the cervix	\$102.74
57454	Colposcopy of the cervix, with biopsy and endocervical curettage	\$145.78
57455	Colposcopy of the cervix, with biopsy	\$135.29
57456	Colposcopy of the cervix, with endocervical curettage	\$127.88
57460	Endoscopy with loop electrode biopsys(s) of the cervix	\$274.03
57461	Endoscopy with loop electrode conization of the cervix	\$308.57
57522	Loop electrode excision procedure (LEEP)	\$249.92
58110	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)	\$45.91

Attachment E: Laboratory

Medicare reimbursement rates for procedures performed by contractor		
Note: Take Charge! reimbursement rates are effective July 1, 2011 through June 30, 2012		
CPT Code	Description	Allowable Charges
Laboratory		
87621	Papillomavirus, Human, Amplified Probe (Hybird Capture II from Digene - HPV Test [High Risk Typing, only])	\$49.39
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision	\$21.25
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda system, manual screening under physician supervision	\$14.87
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision	\$20.54
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision	\$25.89
88305	Surgical pathology, gross and microscopic exam	\$99.95
88307	LEEP code for Pathology (only)	\$213.27
88312	Breast tissue special stain	\$100.06
88313	Breast tissue special stain	\$72.55
88342	Breast tissue special stain	\$98.14
88360	Breast tissue special stain	\$116.71