



**CONTRACT BETWEEN  
THE OKLAHOMA STATE DEPARTMENT OF HEALTH  
AND  
“FEE FOR SERVICE” 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 “Fee for Service” 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 is to provide breast and cervical cancer screening 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 2013 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, 2013 with the option to renew for one (1) additional one (1) year period 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.

## **Screening Services**

### **Duties of the Contractor**

1. Provide breast and cervical screening and follow-up for women who meet the Take Charge! Program eligibility guidelines utilizing licensed and certified advanced practice nurse, physician, or physician's assistant.
2. Provide a point of contact for appointment scheduling for women. Referrals for appointment may be by the client herself, the American Cancer Society, American Association of Retired People, women's organizations, hospitals, local community health clinics and/or other community referring sources.
3. Provide breast and cervical cancer screening for program eligible women to include the following services:
  - a. Evaluation of breast and cervical health history
  - b. Clinical breast examination
  - c. Pap test as indicated; ensure that women who have had a normal Pap test result from a liquid based Pap test receive a Pap test every 2 years. Ensure that women with 3 consecutive normal Pap tests (documented in a 60-month time period) receive a Pap test once every 3 years. If a woman receives an abnormal Pap test result, follow current guidelines and orders for abnormal cervical findings.
  - d. Referral for mammogram; women referred to mammography facilities shall be referred by OSDH approved coupon system. Women shall be referred to OSDH approved mammography facilities.
  - e. Provide program approved educational materials to women when applicable.
4. Provide breast and cervical cancer screening services to women who are Oklahoma residents and who meet the following criteria:
  - a. Women 19-65 years of age whose incomes are less than 185% of poverty and lack creditable health insurance coverage or are underinsured (unpaid deductible more than \$150) 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.

- b. Women over the age of 65 are eligible for Take Charge! services if they meet one of the following guidelines below in addition to the income and insurance guidelines above in 4 a:
    - i. If the woman is eligible for Medicare benefits, but not enrolled.
    - ii. If the woman has Medicare Part A and is unable to afford Medicare Part B.
    - iii. If she is a non-qualified alien, but Oklahoma resident.
- 5. Ensure that no more than 25% of the women 40-49 years of age receive a screening mammogram every 1-2 years.
- 6. Refer women who have a third party payer for screening to their primary care provider or facility for services.
- 7. Assist program eligible women in applying for Oklahoma Cares for diagnosis and treatment of abnormal breast and/or cervical findings.
- 8. Provide referral, tracking, and follow-up for all women with abnormal results. This includes women enrolled in the Oklahoma Cares (Breast and Cervical Cancer Treatment Program).
- 9. Provide follow-up to include the following:
  - a. Notify women of normal results of Pap test and mammography by mail.
  - b. Notify women with abnormal results by phone within seven days of receiving report. If no response, two repeat calls shall be made, followed by a certified letter. If no response with certified letter, the Contactor shall notify Take Charge! Program regarding additional action needed.
  - c. Report follow-up of all abnormal findings for women screened through this contract on OSDH 274 C/D forms. Those paid by Medicaid shall be marked "not paid" by Take Charge! Program to avoid double payment.
- 10. Agree to inform program eligible women found not to be eligible for Oklahoma Cares about any further procedures or treatment that are recommended but not reimbursable by OSDH. The woman has the right to agree to and pay for any further procedures or treatment not reimbursed under this contract.
- 11. Provide case management services in collaboration with Take Charge! Program staff to program eligible women diagnosed with breast and/or cervical cancer through the program whether or not they are found to be eligible for Oklahoma Cares. These women shall be assisted with obtaining further diagnostic services, treatment for the cancer, and other needed services.
- 12. Document activities using OSDH provided forms that include all of the minimum data elements required by Centers for Disease Control.
- 13. Sub-contract for cervical cytology 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. **See Attachment(s) for CPT codes and approved reimbursement rates for this contract.**
- 14. Submit on a **monthly** basis, an invoice for payment that includes the completed OSDH forms 274A, and/or C/D.
- 15. Agree that procedures and services provided should 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.**

16. Agree program eligible women shall not be billed for any of the services provided through this contract.
17. Submit the following to the OSDH within thirty (30) days of issuance of purchase order:
  - a. Current copy of 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 the most 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, when applicable.
18. Submit renewal of medical licenses, malpractice insurance, ACR and FDA certifications to the OSDH within thirty (30) days of renewal.
19. Agree to send a representative to the annual Contractor's training to be held during the first quarter of each fiscal year.

**Duties of OSDH**

1. Provide training and technical assistance, forms completion, eligibility determination, program protocols, recruitment of clients and billing.
2. Provide appropriate educational materials.
3. Authorize Contractor to determine eligibility and refer to OSDH contract screening and diagnostic services.
4. Review and approve Contractor's invoices.
5. **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.**
6. 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 10<sup>TH</sup> 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 statues, 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 10<sup>th</sup> Street  
Oklahoma City, OK 73117-1299

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

By: \_\_\_\_\_

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 F: Fee for Service and Laboratory

<b>Medicare reimbursement rates for procedures performed by contractor</b>		
Note: Take Charge! reimbursement rates are effective July 1, 2012 through June 30, 2013		
<b>CPT Code</b>	<b>Description</b>	<b>Allowable Charges</b>
<b>Office Visit</b>		
99201	New Take Charge! patient; history, exam, straightforward decision-making (10 min.) <b>(Partial clinical exam, CBE or pelvic/Pap, 274A completed)</b>	\$ 38.61
99203	New Take Charge! patient; detailed history, exam, straightforward decision-making (30 min.) <b>(Full exam, CBE and pelvic/Pap, 274A completed)</b>	\$ 96.41
99212	Established Take Charge! patient; history, exam, straightforward decision-making (10 min.) <b>(Partial exam, CBE or pelvic/Pap, Problem-Focused, 274A, 274C/D completed)</b>	\$ 38.61
99213	Established Take Charge patient; expanded history, exam, straightforward decision-making (15 min.) <b>(Full exam, CBE and pelvic/Pap, 274A completed)</b>	\$ 64.78
<b>Laboratory</b>		
87621	Papillomavirus, Human, Amplified Probe (Hybird Capture II from Digene -	\$ 49.71
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in	\$ 21.39
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported	\$ 14.97
88172	Cytopathology, evaluation of fine needle aspirate; immediate	\$ 48.46
88173	Cytopathology, evaluation of fine needle aspirate; interpretation and	\$ 125.48
88174	Cytopathology, cervical or vaginal, collected in preservative fluid,	\$ 20.67
88175	Cytopathology, cervical or vaginal, collected in preservative fluid,	\$ 26.06
88305	Surgical pathology, gross and microscopic exam	\$ 94.21
88307	LEEP code for Pathology <b>(only)</b>	\$ 208.33