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Oklahoma State  
Department of Health  
Creating a State of Health

**REQUEST FOR PROPOSAL FOR**

**Healthy Homes Assessments**

**Prevention & Preparedness Services  
Screening and Special Services**

**Request for Proposal (RFP)**  
**Oklahoma State Department of Health (OSDH)**  
**Healthy Homes Assessments**

**Special Provisions:**

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 its officers and employees, (collectively "organization") abide by the terms and/or condition applicable to organization.

**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.

**Supplier Relationship:**

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

**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:

Susan Quigley  
Screening and Special Services  
1000 N.E. 10th Street  
Oklahoma City, OK 73117-1299  
(405) 271-6617  
SusanQ@health.ok.gov

**Equipment and Other Purchases:**

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of non-expendable, tangible personal property having a useful life of more than one year and

an acquisition cost, which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

**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 shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by State or Federal law shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the Contract. The Contractor is also required to comply with applicable Federal and State 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 timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.

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.

**Federal Award Information:**

Award Name	Oklahoma Healthy Homes & Lead Poisoning Prevention
Award Year	9/1/2012 – 2/28/2013 – Year 2
CFDA Number	93.070
CFDA Name	n/a
Federal Awarding Agency	Centers for Disease Control and Prevention

**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.

**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 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.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Screening and Special Services-Susan Quigley  
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 (See "Contractor Relationship" section of this Contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

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 OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the bid response being deemed non-responsive. The word “should” or “may” in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a response to be non-responsive.

**Oklahoma Taxpayer and Citizen Protection Act of 2007**

By signing the solicitation, the Supplier warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Supplier shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**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.

**Personnel Activity Reports:**

The Contractor and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the contractor’s specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Contractors may refer to 45 CFR 74or 92 to determine their applicable Federal Cost Principle.) The above requirements will apply to all contractors regardless of the type funds being reimbursed contractors by the OSDH.

**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.

**Protecting and Securing Protected Health Information:**

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, "Contractor") 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. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (e) Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Contractor will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.
- (f) The parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for 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) Contractor agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;

- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- (j) Contractor agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- (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 within 30 days of request;
- (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.
- (n) Contractor agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- (o) Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.
- (p) Contractor agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- (q) Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.
- (r) Contractor shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OSDH any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this

### Contract.

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 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 Oklahoma 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.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. 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.

### **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.

### **Travel and Related Expenses:**

If travel costs and related expenses are a part of the contract, the Contractor's request for reimbursement shall not exceed those authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. Those requirements are stated in the State of Oklahoma's State Travel Reimbursement Act, Title 74 O.S. 2001 §500.1 et seq. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

**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.

**Questions:**

Any questions regarding this solicitation must be sent in writing to OSDH-Procurement-Susan Wiest, within the first ten (10) days from the beginning date that the solicitation was posted. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website. Questions may be faxed to (405) 271-1789 attn: Susan Wiest or emailed to [susanw@health.ok.gov](mailto:susanw@health.ok.gov) .

**Solicitation Specifications:**

**Contract Period:**

The contract period will be Date of Award through February 28, 2013 with the option to renew for two (2) additional one (1) year periods. The option to renew shall be based on funding availability, contractor performance and the needs of the OSDH. The contract amount may be different in years two and three of the contract agreement.

**Contract Expense Cap:**

The OSDH shall have funding available for payment to one (1) Supplier for the contract period of "Date of Award" through February 28, 2013. The amount of the award shall be a maximum of \$50,000 for the total contract period. \$30,000 of the \$50,000 will be paid at a rate of \$200 per environment home initial or follow-up assessment up to a maximum of 150 assessments. \$7,500 of the \$50,000 will be paid at a rate of \$50 per written assessment report of each Healthy Homes assessment up to a maximum of 150 reports. The balance of \$12,500 is available for expenses, e.g., travel, lodging, meetings, supplies, etc. in accordance with the State of Oklahoma State Travel Reimbursement Act, Title 74 O.S. 2001 §500.1 et seq.

**Purpose of the RFP:**

To obtain the services of a contractor who will: 1) conduct initial and/or follow-up Healthy Homes assessments in Oklahoma and Tulsa counties, 2) provide Healthy Homes assessment reports to the OSDH, 3) provide education and outreach activities related to health and safety hazards in substandard homes, 4) provide guidance for the development of the Oklahoma Healthy Homes Strategic Plan, and 5) participate in the Healthy Homes workgroup meetings.

**Duties of the Supplier:**

The Supplier shall:

### General

1. Provide name and current resume of qualified staff person (s)<sup>1</sup> provided by the contractor and notify OSDH within 30 days of any changes.
2. Invoice OSDH monthly.
3. Agree that clients shall not be billed for services provided through this contract.
4. Return any undistributed Healthy Homes assessment supplies to OSDH when the contract ends.

### Healthy Homes Assessments:

1. Work with the OSDH to provide the Healthy Homes assessments in homes assigned by the OSDH within Oklahoma and Tulsa counties, within five (5) working days of receiving notification of the need for the assessment.
2. Utilize funding for instate travel to perform assessments, attend required meetings and purchase Healthy Homes assessment supplies.
3. Produce and deliver a written report of the Healthy Homes assessment within five (5) working days of the initial/follow-up assessment, to the OSDH, in a format approved by the OSDH, e.g., email or fax or postal delivery.
4. Provide a follow-up visit three months after the initial Healthy Homes assessment.
5. Provide an annual progress report within 30 days of contract end date.

### Training

1. Provide certificate of participation of qualified staff person in the Centers for Disease Control and Prevention's required National Center for Healthy Housing sponsored "Essentials for Healthy Homes Practitioners" course.
2. Provide proof of "Healthy Homes Specialist" credential from the National Environmental Health Association.

### Education and Outreach

1. Present information on Healthy Homes and distribute educational material at health fairs, special events, and workshops.

### Meetings and Consultation

1. Provide guidance in the development of the Oklahoma Healthy Homes Strategic Plan in year one of the contract.
2. (the qualified staff person, or his/her designee) attend the OHHCLPPP Healthy Homes workgroup meetings that will be held quarterly (meeting locations to alternate between Oklahoma City and Tulsa).
3. Meet with OHHCLPPP once per month (or as needed) either by phone or in person.

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<sup>1</sup> Community/Public Health Nurses, Housing Code Inspectors, Energy Auditors, Licensed Home Inspectors, Lead Poisoning Case Managers, Lead Risk Assessors, Asthma Case Managers, Health and Housing Advocates, Health Educators, Sanitarians/Environmental Health Specialists, Home Health Aids, Family Advocacy/Child Welfare, Weatherization Specialists, Social Workers and/or Fire Marshalls/Law Enforcement

4. Participate monthly in a conference call with OHHCLPPP and the Tulsa Health Department Environmental Services to review the completed Healthy Homes assessment reports.

### **Duties of the OSDH:**

The OSDH will:

1. Determine eligibility of the residence for a Healthy Homes environmental home assessment.
2. Assign the addresses to the Supplier for the Healthy Homes environmental home assessment.
3. Review and disseminate the Healthy Homes environmental home assessment report to the appropriate recipients after receipt of the report from the Supplier.
4. Monitor follow-up activities completed by the Supplier regarding each home assessment.
5. Monitor Supplier attendance at the OHHCLPPP advisory board and the Healthy Homes workgroup meetings.
6. Facilitate monthly meetings between OHHCLPPP and the Supplier by phone conference and provide a summary of the meeting to the Supplier.
7. Facilitate conference calls between contractor, OHHCLPPP and the Tulsa Health Department Environmental Services and provide a summary of the meeting to all participants.
8. Audit/approve invoices and monitor the budget expenditures monthly.
9. Provide technical support and supervision as requested by the Supplier.

### **Minimum Supplier Qualifications:**

1. Have Healthy Homes Specialist Credentials or be eligible to take the credentialing examination.
2. Have documentation of at least 10 Healthy Homes Assessments and Investigations.
3. Have at least 6 months of experience with training/teaching the Healthy Homes course/closely related issues along with indoor air quality and related respiratory health issues.
4. Education-Have at least a Masters degree in Public Health.

### **Instructions to Suppliers:**

1. Submit a response to the RFP in the form of an "RFP Package". This package should contain the RFP response and all supporting information and documents.
2. Each page of the RFP package, including attachments and supporting documents, should be numbered sequentially.
3. RFP proposals will be considered non-responsive and ineligible if any of the following conditions occur:
  - a. Proposal was not submitted by the stated deadline.
  - b. Proposal does not include the entire solicitation and response.
  - c. Proposal does not comply with all of the requirements of the RFP process and solicitation.
4. Suppliers should submit an original and three (3) copies of their complete

Proposal. If they are mailing their proposals, they need to allow sufficient time to ensure delivery by the date specified. Proposals that are not received on time will not be accepted.

5. Technical Proposal shall include but not limited to:
  - a. Number of previously completed Healthy Homes assessments initial and/or follow-up
  - b. Resume
  - c. Method of submitting reports and sample(s) of reports that will be submitted following each Healthy Homes assessment.

**Checklist:**

1. \_\_\_\_\_ **Solicitation Request**
2. \_\_\_\_\_ **Responding Supplier's Information**
3. \_\_\_\_\_ **Certification for Competitive Proposal and/or Contract**
4. \_\_\_\_\_ **General Provisions**
5. \_\_\_\_\_ **Technical Proposal**
6. \_\_\_\_\_ **Proposed Contract Budget**
7. \_\_\_\_\_ **Proof of Education level**
8. \_\_\_\_\_ **Proof of Healthy Homes Specialist Credentials**
9. \_\_\_\_\_ **Proof of Liability and Worker's Comp Insurance coverage**
10. \_\_\_\_\_ **Tobacco Free Policy – Attachment A**

**Evaluation Criteria:**

The OSDH will assemble a review committee to evaluate the bids. This committee will make recommendations to the OSDH Procurement Service. The final award will be made in accordance with Title 74 O.S. 2001 based on the following best value evaluation criteria listed in the order of importance:

**Technical Contract Functions -**

1. Number of proposed initial and follow-up environmental home assessments.
2. Number of previously completed environmental home assessments.
3. Length of experience teaching/working with qualified environmental home assessment families regarding indoor air quality and related health issues.
4. Level of Education.
5. Outreach Plan

**Budget –**

The budget will be evaluated based on the proposed amounts and categories of costs, for those monies available for expenses (travel, meetings, supplies, etc.).

OKLAHOMA STATE DEPARTMENT OF HEALTH  
ADMINISTRATIVE PROCEDURES MANUAL

TITLE: Tobacco-Free Policy

NUMBER: 1-8

RESPONSIBLE  
SERVICE: Administration

ADOPTED: December 1994  
LAST REVIEWED: September 2011

Approved: \_\_\_\_\_  
Terry Cline, Ph. D.  
Commissioner of Health

Purpose: The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

Use of Tobacco Products:

Tobacco Free Environment-

1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
3. The central office and each county health department or other facility will identify the boundaries of its premises, post this information for public reference, and provide notice of this administrative procedure 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 will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the entire premises.
5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
6. OSDH employees will 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 administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.