



**CONTRACT BETWEEN
THE OKLAHOMA STATE DEPARTMENT OF HEALTH
AND
CONTRACTOR DEPARTMENT**

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

All terms and conditions herein become the contract between the OSDH and the Contractor (or "OUHSC"). 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 require that its officers and employees, (collectively "organization") abide by the terms and/or condition applicable to organization.

Purpose of Contract:

The purpose of this contract is to provide breast surgical consultation and perform diagnostic procedures for abnormal breast findings in support of the Take Charge! Program, which screens Oklahoma women for breast and cervical cancer in various contracted healthcare settings.

Contract Expense Cap:

OSDH shall have available to pay the Contractor a maximum of \$Contract Amount for the specific services covered by this contract. The amount of this contract shall be contingent upon the State and Federal appropriations in the OSDH FY 2015 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 rates of Title XVIII of the Social Security Act. Renewal amounts may differ from the first contract period (June 30, 2014 through June 29, 2015). Final approval of the renewal amounts shall be at the sole discretion of the OSDH.

Contract Period:

The contract period is June 30, 2014 through June 29, 2015. The option to renew for four (4) additional one (1) year periods (June 30 through June 29) 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.

Duties of the Contractor:

Administrative

1. Submit the following documents within 30 work days of issuance of purchase order for:

Healthcare Providers, Staff and Facility

- a. Contact Information Form
 - b. Current copy of State of Oklahoma license to practice for all healthcare providers delivering breast surgical consultation services under this contract
 - c. Current copy of relevant board certification
 - d. Current copy of medical malpractice
 - e. Current copy of Medicare and Medicaid certified facility
 - f. Current copy of subcontract with copies of relevant licenses, insurance certifications and accreditation (s)
2. Submit renewal of medical licenses, malpractice insurance, and certifications to the OSDH within 30 work days of renewal date.
 3. Submit any updated information to the Take Charge! Program when a change occurs in staff, location, and/or phone number within 14 work days of the change.
 4. Require a point of contact person to schedule appointments within 30 work days from the date of referral from the Take Charge! contracted healthcare provider.
 5. Provide a copy of the resulting report to the referring Take Charge! contracted healthcare provider and/or program staff within 14 work days.
 6. Subcontract for laboratory services which shall include the following:
 - a. Require that subcontractor shall be a Clinical Laboratory Improvement Amendment (CLIA) certified laboratory
 - b. Provide a copy of the CLIA certification with a copy of the subcontract
 - c. Reimburse according to Medicare Part B of Title XVIII of the Social Security Act. See attachment(s) for allowable Current Procedural Terminology[®] (CPT[®]) codes and associated Medicare Part B rates.
 - d. Require that subcontractor performs Breast Pathology ONLY for this subcontract

Service Provision:

1. Perform the service(s) specified on the Take Charge! Program coupon for women referred from a Take Charge! contracted healthcare provider. Services shall be delivered in accordance with the current National Comprehensive Cancer Network

Guidelines in Oncology[®] (NCCN Guidelines[®]) by board certified surgeon(s) and shall include:

- a. Evaluate breast imaging (screenings and diagnostic mammograms, ultrasounds, etc.)
 - b. Examine breast(s) to confirm abnormal breast findings
 - c. Recommend additional diagnostic procedures, as indicated. This is to include, but not limited to, providing health education and information about recommendations and possible follow-up.
2. Assist women referred by Take Charge! contracted healthcare provider in applying for Oklahoma Cares for diagnosis and treatment of abnormal breast finding(s) and/or breast cancer, when appropriate.
 3. Agree to inform women referred by a Take Charge! contracted healthcare provider about any additional procedures or treatment that are recommended but are not reimbursable by OSDH. Women have the right to agree to and pay for any additional procedures or treatment that is recommended but is not reimbursable by OSDH.
 4. Provide appropriate follow-up for women referred by a Take Charge! contracted healthcare provider that are found to be ineligible for Oklahoma Cares and who have completed cancer treatment. This shall include a referral back to the Take Charge! contracted healthcare provider.
 5. Adhere to the U.S. Preventative Task Force (USPTF) recommendations, the Centers for Disease Control and Prevention (CDC) guidelines, and guidance from the Take Charge! medical advisory board in providing services under this contract.

Breast Consultation Services:

1. Provide a surgical oncologist, who shall be selected by the Take Charge! Program staff, to serve as the breast cancer medical consultant. Duties shall include, but not limited to, developing breast clinical guidelines and protocols, providing clinical guidance, and reviewing case studies.
2. Require breast cancer medical consultant to determine if program-eligible women meet the medical guidelines, established by the Take Charge! medical advisory committee, for a Magnetic Resonant Imaging (MRI).

Billing:

1. Submit a monthly invoice itemizing each procedure performed during that month. Include a copy of the referring Take Charge! Program coupon and a copy of the procedural results including related pathology reports. Invoices shall be in the designated format provided by OSDH Contract Monitor.
2. Agree that procedures and services 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.

3. Agree women referred by a Take Charge! contracted healthcare provider shall not be billed for any of the services provided under this contract. See attachment(s) for allowable CPT[®] codes and associated Medicare Part B rates.

Duties of OSDH:

1. Educate Take Charge! contracted healthcare providers that women referred for a breast surgical consultation shall receive the following prior to the breast surgical consultant appointment:
 - a. Comprehensive breast health history
 - b. Clinical breast examination
 - c. Instruction in breast self-examination
 - d. Breast imaging (screening and diagnostic mammograms, ultrasounds, etc)
 - e. Instructions to bring breast imaging films and all pertinent reports to the visit
2. Provide training and technical assistance in forms completion, program protocols, and billing procedures.
3. Disallow reimbursement for the cost of any procedure(s) performed for women without a Take Charge! Program coupon.
4. Review and approve Contractor's invoices.

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 seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise 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 seven-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 seven-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, Unavailability or Redirection of Funding and Cancellation:

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 may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. 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. With exception of the above, 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. 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. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

Applicable Law:

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, 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 Records 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.

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 preceding 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; nor,
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 (45 CFR Part 87.1c). Organizations that receive direct financial assistance from the OSDH under any OSDH program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the OSDH. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the OSDH, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

Contract Monitoring Plan:

As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include 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 Philips
Chronic Disease Service/B&C
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405) 271-4072
Debrap@health.ok.gov

Entire Agreement:

This contract, including referenced attachments, represents all of 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 Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

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 and 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: Cancer Prevention and Control

Award Year: 06/30/2014-06/29/2015

CFDA Number: 93.919

CFDA Name: National Breast and Cervical Cancer Early Detection Program

Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)

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.

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
Chronic Disease Service/Debby Philips
Breast & Cervical
1000 NE 10 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 be 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.

Licensure:

Contractor shall submit proof of professional license to the OSDH upon execution of this contract and at such other times as the OSDH may request. If such professional license should expire or be revoked during the term of this contract, Contractor shall immediately renew such license and provide the OSDH with copies thereof. If Contractor is an organization that provides services through individual licensed practitioners, the Contractor will maintain proof of professional license for each individual and will provide the OSDH with copies when requested.

Limited English Proficiency:

Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Contractor shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons.

An inability by the Contractor to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

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, OMES-FORM-CP-004.

Oklahoma Taxpayer and Citizen Protection Act of 2007:

By signing the contract, the Contractor 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 Contractor shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their contract. 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.

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; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; 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/PURCHASING Form 021 or Form 21SA (7/2010).

Protecting and Securing Protected Health Information:

Incorporated herein in its entirety, and made a part of this contract, is the attached Business Associate Agreement (Attachment X) signed between the Parties.

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 (51 O.S. §§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:

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor’s Executive Orders 2012-01 and 2013-43.

Travel and Related Expenses:

All travel expenses incurred by the Contractor that are associated with the execution of this contract shall be performed at no cost to the OSDH.

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:

Representing:
Oklahoma State Department of Health
as legal signatory:

Representing:
[CONTRACTOR NAME]
as legal signatory:

Richard Larwig, M.Ed., CPO
Director of Procurement

Name

Title

Date

Date