



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

January 4, 2013

CONTRACT TITLE: Employee Drug & Alcohol Testing

CURRENT CONTRACT PERIOD: January 1, 2013 through January 31, 2013

BUYER INFORMATION: Megan Howser
(573) 751-1686
Megan.howser@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	January 1, 2009 through December 31, 2009	January 31, 2013

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309015001	5421564260 4	Guardian Medical Logistics 1868 Craigshire Road St. Louis, MO 63146 Attn: Ron Williams E-Mail: rwilliams@guardianml.com Phone: 800-582-8807 x 247 Cell: 314-267-1431 Fax: 866-826-0634	N/A	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/1/13-12/31/13	01/04/13	Contract extension thru January 31, 2013 and also changed the Buyer Information on page one from Jeena Hunget to Megan Howser.
1/1/12-12/31/12	12/22/11	Changed the Buyer Information on page one from Stacia Dawson to Jeena Hunget.
1/1/12-12/31/12	08/22/11	Renewal.
1/1/11-12/31/11	7/12/11	Updated contact information and phone numbers for the contractor.
1/1/11-12/31/11	10/15/10	Renewal.
1/1/10-12/31/10	1/11/10	Renewal.
1/1/09-12/31/09	1/14/09	Corrected vendor number on front page from 5421564260 0 to 5421564260 4.
1/1/09-12/31/09	11/17/08	Initial issuance of new statewide contract

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide drug and alcohol testing and related services for various state agencies of the State of Missouri in accordance with the provisions and requirements stated herein.
- 1.1.2 The contractor shall provide testing services to enable the requesting state agency's compliance with the Omnibus Transportation Employee Testing Act of 1991 (the "Act"), and its amendments, which mandates random drug and alcohol testing of state agency employees required to hold Commercial Driver's Licenses (CDLs). The contractor shall also provide testing for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing of state agency employees required to hold Commercial Driver's Licenses.
 - a. The contractor shall adhere to the rules and regulations published under the Act found in 49 CFR 382 and 49 CFR Part 40 (<http://www.gpoaccess.gov/ecfr/>). The contractor shall agree and understand that any modifications to the federal rules and requirements shall be incorporated into the contract unless such modification is found to be contrary to Missouri law as determined by legal counsel for the State of Missouri.
- 1.1.3 At the request of the state agency, the contractor shall also conduct post-accident drug and alcohol testing for any state agency employee and pre-employment drug testing for any prospective or new hire employee which is within the legal parameters of the using state agency.
 - a. The contractor shall perform such testing services in accordance with the using state agency's internal policy/procedure.
- 1.1.4 The contractor shall comply with all confidentiality requirements established in the Act and as otherwise stated herein. The contractor shall release the results of testing only to the state agency employee being tested and the state agency.
- 1.1.5 The contractor shall provide services on an as needed, if needed basis at any time 24 hours per day, seven days a week, including federal and state holidays as requested by the state agency. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency.
 - a. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- 1.1.6 The contractor shall understand and agree that the State of Missouri does not guarantee a minimum or maximum number of tests. However, Attachment #1 provides an annual estimate of (1) the number of drug and alcohol tests that may be required, (2) the number of pre-employment tests for new hires, (3) the number of post-accident testing, (4) the number of random tests, (5) the number of out of state tests, (6) the number of mobile unit tests, (7) and trainings.
- 1.1.7 The contractor shall provide all materials, supplies, and equipment necessary to successfully perform the services required herein, including but not necessarily limited to, specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.
 - a. All testing equipment, materials, and supplies used by the contractor must meet accuracy and reliability standards and requirements as established by the Federal Department of Transportation (DOT), Federal Department of Health and Human Services (HHS), and the Missouri Department of Health and Senior Services.
- 1.1.8 Cooperative Procurement Program – The contractor shall participation in the Cooperative Procurement Program, the contractor shall provide employee drug/alcohol testing services as described herein under the terms and

conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.2 Alcohol Testing Requirements: In accordance with the Act and at the request of the state agency, the contractor shall conduct alcohol testing services.

1.2.1 The contractor's Evidential Breath Testing (EBT) devices must be approved by the National Highway Traffic Safety Administration and the Missouri Department of Health and Senior Services.

1.2.2 The contractor shall provide a trained and certified Breath Alcohol Technician (BAT) to administer the breath test.

1.2.3 The contractor shall immediately notify the using state agency of a finding of .02 alcohol concentration or greater.

1.2.4 The contractor shall conduct all screening and testing in accordance with the Federal DOT alcohol testing regulations and procedures.

a. In the event the Federal DOT reviews and revises its alcohol testing regulations and procedures, the contractor shall, at that time, expand its alcohol testing option (e.g., use a blood testing procedure) upon the mutual agreement of the contractor and the State of Missouri.

1.3 Drug Testing Requirements: In accordance with the Act and at the request of the state agency, the contractor shall conduct drug testing services.

1.3.1 The contractor shall provide a five (5) panel drug screen using current procedures as approved by the Federal HHS and the Federal DOT. The contractor shall test the collected urine specimens for detection of all the following five (5) drugs:

- a. Amphetamines/Methamphetamines,
- b. Cannabinoids (THC),
- c. Cocaine,
- d. Opiates, and
- e. Phencyclidine (PCP).

1.3.2 The contractor shall provide a nine (9) panel drug screen upon request of the state agency. The contractor shall test the collected urine specimens for detection of all the following nine (9) drugs:

- a. Benzodiazpines,
- b. Marijuana,
- c. Amphetamine,
- d. PCP,
- e. Barbiturates,

- f. Methadone,
- g. Cocaine,
- h. Opiates, and
- i. Ecstasy.

1.3.3 The contractor's laboratory, or the laboratory utilized by the contractor, must be certified by the Federal HHS per Federal DOT regulations.

1.3.4 The contractor must report all Medical Review Officer (MRO) verified positive and negative test results to the appropriate state agency within 48 hours of sample collection.

- a. If a state agency employee challenges a positive test result, the contractor shall send the split specimen to a second lab for re-testing. The contractor is responsible for seeking and obtaining payment for all costs associated with the challenge testing (i.e. shipping to another lab, testing, and MRO review and reporting) from the state agency employee. The state agency shall not pay the contractor or the contractor's laboratory for the challenge testing.
- b. The contractor shall conduct confirmation drug tests on positive test results as mandated by Federal DOT regulation and shall follow the same procedures for non-federal DOT mandated tests.

1.3.5 The contractor shall ensure that the collectors are certified in accordance with Federal DOT regulations. If requested by the state agency, the contractor shall provide proof to the state agency of a collector's certifications.

1.4 Random Testing Requirements:

1.4.1 The contractor shall develop and administer procedures and protocols for random drug and alcohol testing as mandated by Federal DOT regulation. The contractor shall select individuals for testing, conduct the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with the Act.

- a. The contractor shall conduct random testing with either (a.) one pool of all state agencies, or (b.) several pools consisting of a combination of multiple state agencies, or (c.) individual pools for each state agency.
 - 1) The contractor shall update the pool on a monthly basis or as changes are provided by using state agencies.
 - 2) The contractor's random testing pool shall be sent electronically to the state agency.

1.5 Specimen Collection Requirements:

1.5.1 The contractor must have collection sites throughout the State of Missouri. The contractor's collection sites must have the capability for both alcohol testing and drug specimen collection. Attachment #3 is provided for a list of the current collection sites utilized in the State of Missouri.

- a. The contractor shall provide specimen collection in states other than Missouri if requested by the state agency.
- b. At the request of the state agency, the contractor shall provide on-site specimen collection and breath alcohol testing. If requested by the state agency, the contractor must perform the on-site specimen collection and breath alcohol testing by means of a mobile-unit. However, if agreeable to the state agency, the contractor may perform the on-site specimen collection and breath alcohol testing in a secure area at the state agency's location. Coordination (i.e. when and where) for such shall be mutually agreed upon by the contractor and the state agency.

- 1) The contractor shall conduct all random drug and alcohol test utilizing a mobile-unit for the Missouri Department of Transportation.
- 1.5.2 The contractor must collect all specimens in accordance with the Federal DOT requirements outlined in 49 CFR Part 40.
- a. The contractor must use federally mandated collection forms for both drug (5-part form) and alcohol (3-part form) specimens for regulated tests and non-federal forms for non-regulated tests.
 - b. The contractor shall collect all specimens (non-federal and federal) as split samples.
- 1.5.3 The contractor shall provide courier specimen pick-up services between 6:00 a.m. and 7:00 p.m. CST, Mondays through Fridays regardless of the site location in the State of Missouri.
- a. The contractor shall maintain responsibility for the Chain of Custody form pursuant to 49 CFR Part 40 requirements.
 - b. The contractor shall furnish chain of custody forms in compliance with the contractor's established procedures and shall provide in-service training to state agency staff regarding the collection process and procedures.

1.6 Specimen Retention Requirements:

- 1.6.1 The contractor shall retain positive specimens for one year after collection/testing, or for the specific duration of time established by federal requirements, or pending any litigation.
- a. At the written request of the state agency's Chief of Custody or other designated state agency official, the contractor shall retain any positive test specimens for a longer period of time.
- 1.6.2 The contractor shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.

1.7 Training Requirements:

- 1.7.1 The contractor shall provide a training workshop to state agencies, at the request of the state agency, in accordance with the requirements of 49 CFR 382.603 et seq. on the topics of alcohol and drug abuse. The contractor shall provide all materials, supplies, and professional trainers.
- a. The contractor shall agree and understand that such workshops may be held anywhere in the State of Missouri. However, some trainings may take place in state facilities located in Jefferson City, St. Louis, Kansas City, and Springfield.
 - 1) The scheduling and site location of workshops shall be mutually agreed upon by the requesting state agency and the contractor.
 - 2) If possible, the contractor may consolidate training requests received from multiple state agencies.
 - b. The contractor must develop workshops for an audience composed of supervisory employees designated by the state agency to determine whether reasonable suspicion exists to require testing.
 - c. The workshops shall cover the physical, behavioral, speech, and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in the Act.

- d. The contractor is advised that the number of workshop participants is unknown but may number around 15-30 participants each workshop.
- e. The contractor shall consult with the using state agency in the development of the content of a scheduled workshop. These consultations may be done in person, or by telephone, or in writing, by mutual agreement of the contractor and state agency.
- f. The contractor shall supply all handouts and related materials for each participant at no additional cost to the State of Missouri. Workshop participants shall be allowed to keep all such materials.
 - 1) Workshop materials must be neatly typed and clearly printed and must identify the time, date, and location of the scheduled workshop.
 - 2) The contractor shall obtain copyright permission as necessary for workshop materials.
 - 3) The contractor assumes all liability, legal and otherwise, resulting from the content and presentation of workshop materials.
- g. The contractor must furnish a certificate of workshop completion to each participant who has completed each workshop.
- h. The state agency shall have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the contractor with notice of its intent to cancel at least ten working days prior to the date on which the workshop is scheduled to begin.

1.7.2 The contractor shall develop and design written, photo-ready, and reproducible-quality educational materials that meet the requirements of 49 CFR 382, Subpart F. The educational material is subject to the approval of the state agency.

- a. At the request of the state agency, the contractor shall distribute the awareness materials to state agency employees holding a CDL.

1.8 Medical Review Officer Requirements:

1.8.1 The contractor shall provide a Medical Review Officer (MRO) who must be a licensed physician (M.D. or D.O.) knowledgeable in areas of drug abuse and toxicology procedures to review the results of all drug tests. The qualifications and performance of the MRO must be in compliance with 49 CFR Part 40.

- a. The MRO shall administer the contractor's random testing pool, provide blind specimens, and electronically transfer test results to the state agency.
 - 1) With the exception of the Missouri Department of Transportation (MoDOT), the contractor and each individual using state agency shall mutually agree upon the format and the contents of the test results. If acceptable to the individual state agency, the contractor shall provide the test results via web access.
 - 2) The contractor must submit test results to MoDOT in the format specified on Attachment #2.
- b. The MRO must be available to provide consultation to the state agency during court proceedings.

1.9 Other Personnel Requirements:

1.9.1 Substance Abuse Professional: The contractor shall provide the services of a substance abuse professional (SAP) who must be a licensed physician (M.D. or D.O.); a licensed or certified psychologist, social worker, or Employee Assistance Professional; or an Alcohol and Drug Abuse Counselor certified by the National Association of Alcoholism and Drug Abuse Counselor's (NAADAC) Certification Commission, or the

International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse. Furthermore, the SAP must possess knowledge of the clinical experience in the diagnosis and treatment of alcohol and drug abuse related disorders. The qualifications and performance of the SAP must be in compliance with 49 CFR 382.

- a. The SAP shall provide substance abuse counseling at the request of the state agency.
- b. In most cases, state agency employees shall be responsible for the cost of the SAP. However, in some cases, a state agency may choose to pay for a portion or all of the cost of the SAP.
- c. Within seven calendar days following award of the contract, the contractor shall provide a listing of SAPs by region to the Division of Purchasing and Materials Management. Any time information on the SAP listing changes, the contractor shall submit an updated listing to the Division of Purchasing and Materials Management.

1.9.2 Legal Consultation: The contractor shall provide professional legal consultation to the state agency including but not limited to consultation on testing quality control, program administration and records keeping issues, rules updates, and related legal issues.

1.9.3 Expert Witness Testimony Services: If requested by the state agency, the contractor shall provide expert testimony and witness services by qualified professionals (e.g., pathologists, biochemists, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of the services required herein as deemed necessary in a court proceeding.

1.10 Quality Assurance Requirements:

1.10.1 At the request of the state agency, the contractor shall provide copies of reports and/or chain of custody forms to the state agency in order for the state agency to monitor the quality assurance of the program.

1.11 Reporting Requirements:

1.11.1 If requested by the Federal DOT for audit purposes, a state agency must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by the state agency, the contractor shall provide any necessary information and data to the state agency that will aid the state agency in submitting the required records to the Federal DOT.

1.11.2 On a quarterly basis, the contractor must provide statistical test result reports to each state agency on form OMB #2125-0543, "Drug and Alcohol Testing Management Information System Data Collection". The contractor shall provide the report by state agency with a state agency results breakdown if requested.

- a. The statistical test result reports must be separated by non-federal and federal tests performed for each using state agency.

1.11.3 If requested by the state agency, the contractor shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done (see the following website for the blank reports: <http://www.dhss.mo.gov/Lab/BreathAlcohol/Forms.html>).

1.11.4 The contractor shall ensure that all reports comply with Federal DOT regulations and shall be retained for the length of time established therein.

1.11.5 If remedial training of the contractor's staff is required pursuant to 49 CFR Part 40, the contractor shall notify the appropriate state agency, in writing, when the training has been completed. At the request of the state agency, the contractor shall provide training records for specified staff members.

1.11.6 On a quarterly basis, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various state agencies during the previous quarter and year-to-date. The contractor must submit the report electronically in a format approved by the Division of Purchasing

and Materials Management. At a minimum, the report must contain the number of alcohol and drug test conducted for each state agency, the number of pre-employment tests conducted, the number of mobile and out-of-state tests conducted, and the number and locations of training and the number of individuals attending each training.

1.12 Invoicing and Payment Requirements:

- 1.12.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 1.12.2 Invoicing – The contractor must submit an itemized monthly invoice to each using state agency for services provided during the previous month. The state agency shall identify the correct billing address and contact person.
- a. The contractor's invoice shall include the last four digits of the Social Security Number of the employees tested.
 - b. If acceptable to the state agency, the contractor may submit the invoice via email.
- 1.12.3 Payments - The contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page.
- a. Each state agency shall be solely responsible for payment for only those services provided for that state agency.
 - b. The contractor shall be paid for each test result reviewed by the MRO, regardless as to whether the results were positive or negative, at the firm, fixed price stated on the Pricing Page.
- 1.12.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 1.12.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 1.12.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.12.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 1.12.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

1.13 Other Contractual Requirements:

- 1.13.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.13.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.13.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.13.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.13.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.13.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

- a. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- b. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage.
- c. In the event the insurance coverage is canceled, the state agency must be notified immediately.

1.13.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

1.13.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.13.9 Authorized Personnel - The contractor understands and agrees that by signing the RFP, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 1.13.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.13.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.13.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.13.13 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 1.13.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

1.14 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.14.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.14.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.14.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

1.14.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

1.14.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 1.14.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.14.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.14.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.14.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor's E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

1.15 Business Associate Provisions:

- 1.15.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

1.15.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor’s business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.15.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

1.15.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.15.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.15.6 Breach of Contract— In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

ATTACHMENT #2

MISSOURI DEPARTMENT OF TRANSPORTATION COMPUTER INFORMATION

A comma delimited ASCII file containing the following TEXT fields is required. The order of the fields is not important.

District Number – will be 1 through 10 or “SC”

Name – Provide name if available

SSN – can be in the format “000-00-0000” or “000000000”

Result – will be “Positive”, “Negative”, “Reject”, or “Unequal”

Type of Test – must be either DOT or Non-DOT

Date Collected Year – YYYY

Date Collected Day – DD

Reason – must be one of the following selections: “Pre-Employment”, “Post Accident”, “Random”, “Periodic”, “Return to Work”, “For Cause”, “Unknown”, “Other”, or “Follow Up”

Must be compatible with an internal modem, Hayes 33.3. Line goes out through ASEND (28.8).

NOTE: Attachment 1 and 3 are separate links to download.

PRICING PAGE
(C/S Code 94940)

Line #	Service Description	Firm, Fixed Price
001	Breath Alcohol Test	\$28.50 Each
002	Breath Alcohol Confirmation Test	\$7.00 Each
003	Five-Panel Drug Screen (Urine Specimen)	\$43.00 Each
004	Nine-Panel Drug Screen (Urine Specimen)	\$44.00 Each
005	Drug Specimen Positive Confirmation Test	\$46.00 Each
006	Mobile Based Test	\$0.00 Per Person <i>(Add-on Fee for Mobile Based Testing)</i>
007	Training Workshop, including materials for training workshop	\$25.00 Per Participant
008	Awareness Material	\$4.00 Per Piece <i>(e.g. brochure)</i>
009	MRO Test Result Review	\$9.00 Per Result Review
010	MRO Consultation to State Agency During Court Proceedings	\$500.00 Per Hour
011	Substance Abuse Professional (SAP)	\$125.00 Per Hour
012	Legal Consultation	\$150.00 Per Hour
013	Expert Witness Testimony	\$150.00 Per Hour
014	Out of State Testing	\$10.00 Per Test <i>(Add-on Fee for Out-of-state Testing)</i>