



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

NOTIFICATION OF STATEWIDE CONTRACT

February 18, 2010

CONTRACT TITLE: Physician Services

CURRENT CONTRACT PERIOD: March 7, 2010 through March 6, 2011

BUYER INFORMATION: Stacia Dawson
 573-522-3052
Stacia.Dawson@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	March 7, 2009-March 6, 2010	March 6, 2011

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 **Awarded Bid & Contract Document Search** 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
C309054001	2044313000 0	Jackson & Coker 3000 Old Alabama Rd. Suite 119-608 Alpharetta, GA 30022 Attn: Randy Weikle Phone: 800-272-2707 Fax: 800-936-4562 Email: rweikle@jacksoncoker.com	N/A	YES

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309054002	7524045730 0	Staff Care, Inc. 5001 Statesman Drive Irving, TX 75063 Attn: Chris McDonald Phone: 800-685-2272 x1618 Fax: 972-983-0711 Email: cmcdonald@staffcare.com	N/A	NO
C309054003	2624138350 0	OC Services PO Box 8486 Wichita, KS 67208 Attn: Richard Holt Phone: 316-209-8175 Fax: 316-634-2332 Email: ocservices@hotmail.com	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
3/7/10-3/6/11	02/18/10	Renewed all contracts.
3/7/09-3/6/10	02/17/10	Changed contractor for Contract C309054003 due to an Assignment of Contract (Amendment #002). New contractor and vendor number are: OC Services (vendor number 2624138350 0).
3/7/09-3/6/10		Initial issuance of new statewide contract

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide medical personnel to provide medical services for any state agency in accordance with the provisions and requirements stated herein.
 - a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of Missouri State Government. The various sections, bureaus, offices, programs, boards, etc., that may exist within a division shall be considered all part of the same state agency.
- 1.1.2 The contractor shall provide the medical personnel to provide the medical services for the regions stated in the Notice of Award issued by Division of Purchasing and Materials Management (DPMM). For purposes of this document, the regions are identified in Attachment 1. A region shall include all the counties identified in Attachment 1.
- 1.1.3 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 1.1.4 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. 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. 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.
- 1.1.5 Cooperative Procurement Program - If the contractor indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide physician 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 Medical Personnel Requirements:

- 1.2.1 The contractor shall provide medical personnel who meet the minimum requirements shown on Attachment 2 for all of the medical personnel classifications listed on Attachment 2. The contractor shall provide medical personnel for all the medical personnel classifications requested by the state agency, which may include more than one (1) medical personnel at a time.
 - a. Any medical personnel provided by the contractor to provide medical services pursuant to the contract must be a licensed physician in accordance with Chapter 334 of the Revised Statutes of the State of Missouri (RsMO) and must maintain such license throughout the effective period of the contract. If requested by the state agency, immediately after the award effective date of the contract and any renewal period, the contractor shall submit a copy of the license for each physician to the state agency.
 - b. The contractor shall provide a medical person for the medical personnel classifications requested anytime of the day, any day of the week, and at the place designated by the state agency.
 - c. Unless specified otherwise by the state agency, the medical personnel provided by the contractor shall provide medical services at the state agency's office location.
 - d. The State of Missouri anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays.

- e. The contractor shall not provide medical personnel to provide services in excess of forty (40) hours per week for an individual state agency unless requested or approved by the state agency.
 - f. The contractor shall not be required to provide medical personnel on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas unless requested by the state agency and agreeable to the contractor.
 - g. The contractor shall agree and understand that specific dates and times of services the contractor shall provide shall be mutually agreed upon by the contractor and the state agency. In the event of an unresolved dispute, the decision of the state agency shall be final and without recourse.
 - h. When the state agency requests the contractor's services, the contractor must indicate to the state agency if the contractor cannot provide the medical personnel according to the state agency's needs or if medical personnel are not available according to the schedule required by the state agency. The contractor shall make every effort to meet the needs of the state agency and to provide medical personnel with the expertise required. The state agency shall document each instance of the contractor's inability to provide the required services. In the event the contractor is unable to perform services on a consistent basis as determined by the State of Missouri, the Division of Purchasing and Materials Management, the contractor may be in breach and subject to the remedies hereto including cancellation of the contract
- 1.2.2 The contractor's medical personnel shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.
- 1.2.3 The contractor's medical personnel must meet the approval of the state agency.
- a. If requested by the state agency, the contractor shall replace any person with whom the state agency is not satisfied.
 - b. At the request of the state agency, the contractor shall provide references, resumes, and/or test scores for medical personnel. The state agency reserves the right to conduct interviews with selected medical personnel after review of such information.
 - c. The state agency reserves the right to reject any or all of the medical personnel selected by the contractor as unacceptable. The state agency shall provide the contractor with justification for each rejection.
- 1.2.4 If requested by the state agency, the contractor's medical personnel must have a security clearance approved by the state agency prior to providing services for the state agency. The contractor shall request and receive the security clearance information from the State Highway Patrol for each of the contractor's medical personnel that would be providing service.
- a. By no later than five (5) calendar days after state agency notification, the contractor shall provide the state agency with a completed Authorization for Release of Information Form (Attachment 3) individually signed by the contractor and the anticipated medical personnel who shall be providing service.
- 1.2.5 Identification of Debarred Individuals or Excluded Providers – The contractor's medical personnel must not be identified as having Office of Inspector General (OIG) sanctions, having failed to renew license or certification registration, having a revoked professional license or certification, or have been terminated by the state agency. The contractor can access debarred and OIG sanction information on the Internet. The contractor should also access information from the Professional Registration Boards Internet site to identify State initiated terminations. The state agency or its authorized agent shall conduct a periodic review to determine if appropriate exclusions and corrective action have occurred.

1.3 Performance Requirements:

- 1.3.1 Provision of Service – The contractor's medical personnel shall provide services which may include, but not necessarily be limited to, the following for each classification listed.

- a. **Medical Consultant:**
- 1) Assisting in the formulation and interpretation of policies, procedures and regulations governing medical care and other treatment programs of the state agency.
 - 2) Advising and generally assisting the state agency in planning and developing goals and objectives for medical service programs.
 - 3) Promoting coordination and cooperation between the different divisions, facilities and/or programs of the state agency in the area of specialized medical care.
 - 4) Planning and coordinating programs for physician recruitment, orientation, training and evaluation.
 - 5) Confering with professional staff to identify and resolve problems relating to the management, care and treatment of patients; reviewing existing policies and operating regulations and preparing recommendations concerning changes in the treatment, care and management of patients.
 - 6) Assisting state agency, Medical Directors and other staff in the planning, development and implementation of treatment programs for alcoholism and drug abuse in private hospitals, community clinics, local treatment centers and for inpatients and outpatients of state agency facilities.
 - 7) Consulting with local health agencies, universities, state and federal agencies, private medical practitioners and other public and private organizations to promote and improve medical and/or psychiatric services.
 - 8) Assisting rural communities in establishing rural referral and aftercare services for the evaluation of new patients and for medical and/or psychiatric aftercare and follow-up.
 - 9) Investigating and evaluating medical and/or psychiatric programs for need, effectiveness and conformance to standards, and preparing reports on findings.
 - 10) Reviewing and evaluating federal and state legislation, rules and regulations for their impact on medical service programs.
 - 11) Attending and participating in state and local medical conferences.
 - 12) Lecturing and writing articles for publication concerning medical service programs.
 - 13) Performing other related work as assigned.
- b. **Medical Director:**
- 1) Performing comparable work as the medical director in a residential/habilitation facility for persons with developmental disabilities.
 - 2) Reviewing other physicians working at the state agency for alleged violations of the Missouri Medical Practice Act; providing expert medical opinions to the State Board of Registration for the Healing Arts on such matter.
 - 3) Planning, developing, directing and evaluating program activities, including the formulation and interpretation of policy.
 - 4) Planning, directing and coordinating medical and related treatment services for rehabilitation patients.
 - 5) Directing, coordinating and monitoring medical programs and related services and ensuring compliance with state and federal regulations through audits, direct observation and scheduled visits.
 - 6) Developing and reviewing procedures, rules and regulations pertaining to the medical care and treatment of patients/clients.
 - 7) Evaluating and/or reviewing patient diagnosis, treatment planning, medical procedures, preparation of medical records and performance of professional staff to ensure quality of medical and clinical services.
 - 8) Conducting investigations, making inspections and instituting special studies to determine the quality of medical services and to evaluate complaints by patients, medical professionals and the public.
 - 9) Participating in the habilitative team functions to ensure medical input into individualized plan development, implementation and evaluations.
 - 10) Participating in state and local medical conferences, giving lectures and demonstrations, and preparing articles for publication.
 - 11) Directing and/or participating in programs of clinical research and investigation relating to areas of specialty.
- c. **Medical Specialist I:**
- 1) Providing consultation and advising to administrative staff of the state agency on the development, planning and implementation of health programs.
 - 2) Reviewing and evaluating medical and health programs in general and specialized areas to determine the need and effectiveness of the program and making recommendations for corrective actions.
 - 3) Examining patients, diagnosing illnesses, prescribing course of treatment and participating in the treatment program relating to the medical specialty in a state facility.
 - 4) Performing special medical and/or surgical procedures which fall within a recognized medical specialty such as surgery, pathology, internal medicine, radiology and other recognized medical specialties.
 - 5) Making ward rounds and reviewing the diagnosis, treatment and condition of patients and participating in clinical and ward consultation with members of the facility medical staff.
 - 6) Investigating and evaluating health programs for need, effectiveness and conformance to standards and reports on findings.

- 7) Conducting training programs in medical or health specialty areas for physicians in training or other medical personnel.
 - 8) Providing consultation in area of specialty to professional colleagues, subordinates and community groups.
 - 9) Evaluating performance of nurses, technicians and other health care professionals.
- d. Medical Specialist II:
- 1) Providing consultation and advice to administrative staff of the state agency on the development, planning and implementation of health programs.
 - 2) Reviewing and evaluating medical and health programs in general and specialized areas to determine the need and effectiveness of the program and making recommendations for corrective actions.
 - 3) Examining patients, diagnosing illnesses, prescribing course of treatment and participating in the treatment program relating to the medical specialty in a state facility.
 - 4) Performing complex special medical and/or surgical procedures which fall within a recognized medical specialty such as surgery, pathology, internal medicine, radiology and other recognized medical specialties.
 - 5) Making ward rounds and reviewing the diagnosis, treatment and condition of patients and participating in clinical and ward consultation with members of the facility medical staff.
 - 6) Investigating and evaluating health programs for need, effectiveness and conformance to standards and reports on findings.
 - 7) Conducting training programs in medical or health specialty areas for physicians in training or other medical personnel.
 - 8) Providing consultation in area of specialty to professional colleagues, subordinates and community groups.
 - 9) Evaluating performance of nurses, technicians and other health care professionals.
- e. Physician I:
- 1) Examining patients, diagnosing illness and medical problems, prescribing courses of treatment and participating in the treatment program which may require concentration in such areas as communicable diseases, tuberculosis, health, psychiatry or other similar areas.
 - 2) Assisting in the evaluation, diagnosis and treatment of the psychiatrically disabled under the guidance of a fully qualified psychiatrist.
 - 3) Performing operations such as tonsillectomies, prophylactic surgery and autopsies; assisting on major surgery and evaluating the postoperative care of patient.
 - 4) Assisting in the operation of health programs in such areas as medical care, communicable diseases control, maternal and child health, chronic disease control, environmental sanitation, etc.; may be assigned to direct the activities of a small local health unit.
 - 5) Assisting in making investigations of health conditions requiring medical determinations.
 - 6) Conducting clinics as part of the health program.
 - 7) Reviewing claims for a variety of medical services and disabilities covered under the medicaid program and making recommendations for approval and denial.
 - 8) Attending and participating in staff conferences to discuss, diagnose and evaluate specific cases; reviewing care, treatment and cost standards; and planning and evaluating health programs.
 - 9) Addressing professional and lay groups in order to explain the purposes, operating procedures and problems of health care programs and enlisting support where appropriate.
- f. Physician II:
- 1) Examining patients, diagnosing illness, prescribing courses of treatment and treating acutely ill patients.
 - 2) Participating under the direction of a qualified medical specialist in the examination and treatment of patients with mental illness, chest diseases or other similar chronic diseases requiring specialized treatment.
 - 3) Providing psychiatric evaluation, diagnosis and treatment of patients in a mental hospital or facility when qualified in psychiatric practice.
 - 4) Assisting in administering health programs which may include one or a combination of such areas as communicable diseases, maternal and child health, chronic disease control, medical care, environmental sanitation and other related areas.
 - 5) Making personal investigation of health conditions requiring medical determinations.
 - 6) Providing administrative assistance to medicaid program managers in the evaluation, development and revision of the total medicaid program as it relates to medical services and practices.
 - 7) Providing consultation to medicaid program administrators and staff, fiscal agents, physicians, medical providers, public agencies and organizations on the interpretation and application of medicaid procedures and policies concerning admissions, duration of stay, fees and charges, utilization and appropriateness of medical services.
 - 8) Contacting physicians and medical institutions who are participating in the medicaid program to verify the necessity of providing services and promoting the efficient use of medical facilities.
 - 9) Evaluating physicians of lower rank, nurses, attendants and other health care staff engaged in the delivery of medical and health care.

- 10) Assisting in the instruction of professional and sub-professional staff in the general field of medical care.
 - 11) Attending and participating in conferences, conventions and workshops in order to evaluate, develop and improve medical service programs.
- g. Physician III:
- 1) Planning, developing and administering a comprehensive health program in local health units involving communicable disease control, maternal and child health, chronic disease control, medical care, environmental sanitation and other related health areas.
 - 2) Assisting in administering health programs at the district or central office level or in developing and implementing statewide medical or psychiatric programs.
 - 3) Evaluating need for health, medical and psychiatric services and modifying existing programs to meet these needs.
 - 4) Participating in the medical and/or psychiatric examination of patients, diagnosis and determination of treatment methods.
 - 5) Conducting psychotherapy and other related treatment methods.
 - 6) Performing major or minor surgery depending on specialty area and level of competency.
 - 7) Performing advanced medical work in recognized medical specialties in consultation with physicians in these specialties.
 - 8) Assisting in the instruction of professional and technical staff in the general field of medical care.
 - 9) Making hospital rounds, reviewing charts, checking reports, prescribing medicine and treating patients.
 - 10) Addressing professional and lay groups in order to explain the purposes, operating procedures and problems of health care programs and enlisting support where needs dictate.
- h. Psychiatrist I:
- 1) Serving as an interdisciplinary team leader or psychiatrist member in mental health programs or services in such areas as community clinics, community placement programs, or inpatient and outpatient services involving receiving, intensive care and day treatment units.
 - 2) Conducting psychiatric diagnostic and treatment clinics in mental health facilities.
 - 3) Examining patients or clients, diagnosing illnesses, prescribing courses of treatment and participating in psychiatric treatment programs.
 - 4) Prescribing and conducting psychiatric treatment for patients or clients including chemotherapy, psychotherapy, electroconvulsive therapy and other related therapies.
 - 5) Making ward rounds and reviewing the diagnosis, treatment and condition of patients and participating in clinical and ward consultation with members of the hospital medical staff.
 - 6) Reviewing and evaluating psychiatric programs in general and specific areas to determine the need and effectiveness of the program and making recommendations for corrective action.
 - 7) Evaluating patients or clients for involuntary hospitalization, guardianship/conservatorship and criminal proceedings; verifying petition for involuntary hospitalizations; and serving as a mental health professional in various legal processes involving the mentally ill.
 - 8) Addressing professional and lay groups to explain the purposes, operating procedures and problems of mental health programs.
 - 9) Keeping records according to facility and department policies and applicable accreditation and certification requirements.
- i. Psychiatrist II:
- 1) Serving as an interdisciplinary team leader or psychiatrist member and may assist in administering mental health programs or services in such areas as community clinics, community placement programs, or inpatient and outpatient services involving receiving, intensive care and day treatment units.
 - 2) Conducting psychiatric diagnostic and treatment clinics in mental health facilities.
 - 3) Examining patients or clients, diagnosing illnesses, prescribing courses of treatment and participating in varied and complex treatment programs.
 - 4) Prescribing and conducting varied and complex treatment for patients or clients including chemotherapy, psychotherapy, electroconvulsive therapy and other related therapies.
 - 5) Reviewing diagnoses, evaluations and treatment planning of varied and complex cases assigned to other psychiatrists in order to provide advice and consultation.
 - 6) Reviewing and evaluating psychiatric programs in general and specific areas to determine the need and effectiveness of the program and recommending corrective actions.
 - 7) Evaluating patients or clients for involuntary hospitalizations, guardianships/conservatorship and criminal proceedings; verifying petitions for involuntary hospitalizations; and serving as a mental health professional in various and complex legal processes involving the mentally ill.

- 8) Consulting with mental health program administrators and staff, fiscal agents, physicians, medical providers and public agencies and organizations on the interpretation and application of mental health medicaid procedures and policies concerning admissions, duration of stay, utilization and appropriateness of mental health services.
- 9) Attending and participating in conferences, conventions and workshops in order to evaluate, develop and improve mental health programs.

1.4 State Agency Requirements:

1.4.1 In the event multiple contracts exist for a particular region, the state agency shall utilize the services of the lowest priced contractor for the required medical personnel classification. In the event the lowest priced contractor is unable to provide the required services due to unavailability of qualified medical personnel or the determination by the state agency of unacceptable medical personnel, the state agency shall contact the next lowest priced contractor.

- a. In the event a state agency is in need of medical personnel in a region in which no contract exists, the state agency shall 1) identify the region closest to the state agency for which medical personnel contract does exist, and 2) request services from the lowest priced contractor serving such region.

1.4.2 The state agency shall attempt to provide the contractor with at least two (2) weeks notice when medical personnel shall be required.

- a. If less than two (2) week notice is provided by the state agency, the contractor may refuse to provide the medical personnel if qualified medical personnel are not available. The contractor must notify the state agency as soon as possible if qualified medical personnel are not available. In the event the contractor is unable to provide medical personnel on a consistent basis as determined by Division of Purchasing and Materials Management, the contractor may be in breach and subject to the remedies there hereto including cancellation of the contract.

- b. It is anticipated that several weeks notice can be provided in most instances.

1.4.3 The state agency shall attempt to provide at least two (2) working day notice to the contractor of a cancellation of services previously requested.

1.4.4 The state agency shall provide all necessary supplies, equipment, and work area for the medical personnel provided by the contractor.

1.4.5 The state agency shall not provide state owned, leased, or rented vehicles, or other means of transportation to the contractor or the contractor's medical personnel. If requested by the state agency, the medical personnel shall provide services between state agency facilities if all facilities comprise one network within a state agency.

- a. For example, the Eastern Missouri Psychiatric Hospital System is comprised of the three psychiatric facilities each of which are operated by the Missouri Department of Mental Health (DMH), Division of Comprehensive Psychiatric Services. The three facilities are:

Hawthorn Children's Psychiatric Hospital (HCPH) located at 1901 Pennsylvania Av., St. Louis, MO 63133

Metropolitan St. Louis Psychiatric Center (MPC) located at 5351 Delmar St., Louis, MO 63112

St. Louis Psychiatric Rehabilitation Center (SLPRC) located at 5300 Arsenal, St. Louis, MO 63139

If requested by the state agency, the contractor shall provide medical personnel for all three facilities of the Eastern Missouri Psychiatric Hospital System.

1.5 Additional Requirements:

- 1.5.1 The contractor shall provide medical personnel on a temporary basis only and shall not provide the state agency with the same medical personnel for more than six (6) months. After providing services no more than six (6) months, any professional assigned to perform services pursuant to the contract must have at least a minimum of three (3) entire consecutive calendar month break from performing services for the state agency pursuant to the contract whether with the contractor or another contractor providing the same services to the same state agency. After a three (3) consecutive calendar month break from providing services, any such medical personnel shall be eligible to provide services for no more than six (6) months before another minimum of three (3) consecutive calendar month break is required.
- a. In order to ensure compliance with the above requirement, prior to providing a temporary medical personnel for the state agency, the contractor must identify the work history for each medical personnel being provided and shall include confirmation that such medical personnel has not provided services for the State of Missouri as a temporary person for the contractor or any other organization or providing temporary medical personnel for the State of Missouri.
- 1.5.2 Hiring of Medical Personnel – Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the state agency from employing any professional furnished by the contractor. In the event the state agency employs such professionals after such period of time, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 1.5.3 The contractor shall provide services to the sole satisfaction of the state agency.
- a. In the event the services provided were unacceptable or not completed due to the fault of the person provided by the contractor, the contractor shall correct or complete the services at no additional cost to the state agency if notified by the state agency within three (3) working days after the services were provided.
- 1.5.4 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.
- a. In accordance with all applicable laws, regulations, and procedures, the contractor and the medical personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the medical personnel provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the medical personnel provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the persons employment/association with the contractor.
- 1.5.5 Reporting Requirements: By the fifteenth (15th) day of each of the following quarters (March, June, September, and December), 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.
- a. At a minimum, the report must contain the following information identified below:
- 1) State Agency Name
 - 2) Title of Medical Personnel
 - 3) Region
 - 4) Unit of Price per Hour
 - 5) Hours Worked
- b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.

- c. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.5.6 Unless otherwise specified, the contractor shall furnish all material and labor necessary to perform the services required herein.

1.6 Invoicing and Payment Requirements:

1.6.1 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>.

1.6.2 The contractor shall submit an itemized weekly or monthly invoice to each state agency utilizing services for services actually provided to the state agency. The invoice shall include, but not be limited to, the following:

- a. Medical Personnel's name and classification.
- b. Dates, including times and total number of hours of service provided.
- c. Location where the service was provided.

1.6.3 Payments - The state agency shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for each hour of service actually provided.

- a. In the event the state agency fails to provide one (1) working day notice of a cancellation, the state agency shall pay the contractor for two (2) hours of service.
- b. In the event less than two (2) hours of service are requested, the state agency shall pay the contractor for two (2) hours.
- c. In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
 - 1) If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.
 - 2) If more than eight (8) hours of service are requested but eight (8) hours or less are provided, the contractor shall be paid for eight (8) hours.
- d. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- e. The contractor shall understand that each state agency shall only be responsible for the payment of services provided for that state agency.

- f. In the event the state agency requests interviews prior to selecting a person, the state agency shall pay the contractor for the actual time of the interview(s) for each person. The contractor's person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for the applicable medical personnel classification for which the person is being interviewed.
- g. Travel and Related Expenses - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
 - 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
 - 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.475 per mile effective 07/01/08.
 - 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>
- h. The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

1.6.4 Other than the payments and reimbursements 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.

1.6.5 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.

1.6.6 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.

1.6.7 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.

1.6.8 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.

1.7 Other Contractual Requirements:

1.7.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB 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.

- 1.7.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). 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 one (1) additional one-year period, 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.
- 1.7.3 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.
- 1.7.4 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. 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.
- 1.7.5 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.
- 1.7.6 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.
- 1.7.7 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.
- 1.7.8 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 bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 1.7.9 Authorized Personnel - The contractor understands and agrees that by signing the IFB, 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 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.
- 1.7.10 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.
- 1.7.11 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.

1.7.12 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.

1.7.13 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- 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 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 will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. 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 organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 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.

1.8 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:

1.8.1 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.

1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.
- 1.8.5 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.
- 1.8.6 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.
- 1.8.7 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.).
- 1.8.8 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.
- 1.8.9 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.

1.9 Business Associate Provisions:

1.9.1 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).

1.9.2 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.

1.9.3 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.

1.9.4 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.

1.9.5 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.

1.9.6 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 1

REGIONS (by county)

Region 1	Andrew, Atchison, Buchanan, Clinton, Dekalb, Gentry, Holt, Nodaway, Worth
Region 2	Jackson
Region 3	Clay, Platte, Ray
Region 4	Cass, Johnson, Lafayette
Region 5	Barry, Dade, Lawrence
Region 6	Bates, Benton, Cedar, Henry, Hickory, St. Clair, Vernon
Region 7	Barton, Jasper, McDonald, Newton
Region 8	Christian, Dallas, Greene, Polk, Stone, Taney, Webster
Region 9	Camden, Cole, Laclede, Miller, Osage, Pulaski
Region 10	Boone, Carroll, Chariton, Cooper, Howard, Moniteau, Morgan, Pettis, Randolph, Saline
Region 11	Caldwell, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, Putnam, Sullivan
Region 12	Adair, Clark, Macon, Schuyler, Scotland, Shelby
Region 13	Knox, Lewis, Marion
Region 14	Audrain, Callaway, Monroe, Montgomery, Pike, Ralls
Region 15	Franklin, Lincoln, St. Charles, Warren
Region 16	Gasconade, Crawford, Dent, Maries, Phelps
Region 17	Iron, St. Francois, Washington
Region 18	Douglas, Howell, Oregon, Ozark, Shannon, Texas, Wright
Region 19	Butler, Carter, Dunklin, Pemiscot, Reynolds, Ripley, Wayne
Region 20	Mississippi, New Madrid, Scott, Stoddard
Region 21	Bollinger, Cape Girardeau, Madison, Perry, Ste Genevieve
Region 22	Jefferson
Region 23	St. Louis County
Region 24	St. Louis City

ATTACHMENT 2

MEDICAL CONSULTANT

DEFINITION: This is advanced professional medical work as a statewide consultant in highly specialized medical areas. A person in this class is responsible for providing consultation and expert advice to management on the planning, development, implementation and evaluation of statewide treatment programs involving psychiatric services, developmental disabilities, alcoholism, drug abuse or other specialized areas in the field of medical or treatment services. The person works closely with administrative staff in planning services, setting goals and objectives, evaluation medical services and implementing treatment programs. Work also includes consultation to local community groups, health agencies and government officials. General directions is received from the agency director or other administrative superior, but the person works with a high degree of independence and authority in his/her specialty area.

REQUIRED ABILITIES: Ability to plan, promote and coordinate a complex program of health or mental health services at the state level. Ability to prepare and deliver addresses within specialized medical area before local civic and professional groups. Ability to develop, evaluate and conduct studies of specialized medical programs to determine their efficiency and effectiveness. Ability to develop and maintain effective working relationships with professional staff, local officials and the general public

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in psychiatry, internal medicine, preventive medicine or other medical specialty as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association; supplemented by three years of professional medical experience (beyond residency training) in the required medical specialty. (Three years experience or graduate training in preventive medicine or pulmonary diseases may be substituted for the residency requirement in these specialties.)

OR

Certification or proof of eligibility for certification by an appropriate American specialty board in the field of medicine for which services are needed; supplemented by two years of professional medical experience (beyond residency training) in the required medical specialty.

MEDICAL DIRECTOR

DEFINITION: This is very responsible medical and administrative work in directing clinical and related medical services in a state facility or comparable work directing a statewide medical review program. A person in this class is responsible for directing, evaluating and coordinating medical services as the clinical director of a state rehabilitation facility; developing, directing and monitoring the medical and related services as the medical director of a residential/habilitation facility serving persons with developmental disabilities; or for directing a statewide medical review program for physicians licensed by the State Board of Registration for the Healing Arts. Work includes developing operating plans and procedures; assisting in policy development; evaluating clinical standards; establishing training programs; and reviewing and/or participating in the diagnosis and treatment of complex medical cases. Direction is given to a staff of physicians, nurses and/or other health care professionals. Direction is received from a designated superior for conformance to policy and effectiveness of operation.

REQUIRED ABILITIES: Ability to direct the work of medical, professional and technical staff in a state facility or statewide medical review program. Ability to evaluate and coordinate the activities of a state facility or medical review program for maximum effectiveness. Ability to organize and direct training and research programs in a specialized medical field. Ability to develop and maintain working relationships with professional staff, local officials and the general public.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in internal medicine, preventive medicine or other medical specialty as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association; supplemented by four years of professional medical experience (beyond residency training) in the required medical specialty, of which one year must have been in an administrative or consultative capacity. (Three years experience or graduate training in preventive medicine or pulmonary diseases may be substituted for the residency requirement in these specialties.)

OR

Certification or proof of eligibility for certification by an appropriate American specialty board in the field of medicine for which services are needed; supplemented by three years of professional medical experience (beyond residency training) in the required medical specialty, of which one year must have been in an administrative or consultative capacity.

MEDICAL SPECIALIST I

DEFINITION: This is responsible professional medical work as a practitioner in highly specialized medical areas in state facilities or public health programs. A person in this class is responsible for providing specialized medical services in the diagnosis and treatment of illnesses or disabilities requiring the application of one or a combination of such specialties as surgery, pathology, internal medicine, radiology, pediatrics, preventive medicine and other related specialties. The person is also responsible for assisting and consulting with Medical Directors and other management staff in the planning, development and evaluation of specialized medical or public health programs. General oversight is received from a Medical Director or other designated superior.

REQUIRED ABILITIES: Ability to make accurate diagnoses of medical problems in specialty field and select and apply the appropriate methods of treatment. Ability to analyze and evaluate the practices, techniques and treatment procedures employed in the medical specialty for need and effectiveness. Ability to create and maintain an effective working relationship with patients, persons, and health care professionals.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in surgery, internal medicine, preventive medicine, pediatrics or other medical specialty as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association. (Three years experience or graduate training in preventive medicine or pulmonary diseases may be substituted for the residency requirements in these specialties).

OR

Certification or proof of eligibility for certification by an appropriate American specialty board in the field of medicine for which services are needed.

MEDICAL SPECIALIST II

DEFINITION: This is advanced professional medical work as a practitioner in highly specialized medical areas in state facilities or public health programs. A person in this class is responsible for providing complex specialized medical services in the diagnosis and treatment of illnesses or disabilities requiring the application of one or a combination of such specialties as surgery, pathology, internal medicine, radiology, pediatrics, preventive medicine and other related specialties. The person is also responsible for assisting and consulting with Medical Directors and other management staff in the planning, development and implementation of specialized medical or public health programs. Work may be distinguished from a Medical Specialist I by the level of professional skill and competence achieved, the level of specialized and complex evaluation and treatment services performed, and by the variety of consultative duties expected. General supervision is received from a Medical Director or other designated superior, but the person works with considerable independence within the specialized area.

REQUIRED ABILITIES: Ability to make accurate diagnoses of medical problems in specialty field and select and apply the appropriate methods of treatment. Ability to analyze and evaluate the practices, techniques and treatment procedures employed in the medical specialty for need and effectiveness. Ability to evaluate professional and technical medical staff. Ability to create and maintain an effective working relationship with patients, persons, and health care professionals.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in surgery, internal medicine, preventive medicine, pediatrics or other medical specialty as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association; supplemented by three years of professional medical experience (beyond residency training) in the required medical specialty. (Three years experience or graduate training in preventive medicine or pulmonary diseases may be substituted for the residency requirements in these specialties).

OR

Certification or proof of eligibility for certification by an appropriate American specialty board in the field of medicine for which services are needed; supplemented by two years of professional medical experience (beyond residency training) in the required medical specialty.

PHYSICIAN I

DEFINITION: This is professional medical work as a general practitioner or consultant in a state facility, or in a public health or Medicaid program. A person in this class is responsible for providing general medical and/or psychiatric services to patients in a state hospital or facility; assisting in the development and implementation of public health programs; or reviewing and evaluating medical claims. Work may involve the performance of specialized medical duties under the close guidance and review of a specialist as part of the professional training leading to a medical specialization. Assignments may also include directing the work of nurses; directing the activities of a small health unit; reviewing and evaluating medical claims; or participating in the planning and evaluation of medical care programs.

REQUIRED ABILITIES: Ability to learn and apply those practices and techniques of public or medical administration which are necessary to the operation of public or state medical care programs. Ability to plan, assign and coordinate the activities of nurses and other health care professionals. Ability to create and maintain an effective working relationship with patients, persons, health care professionals and relatives of patients.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine.

PHYSICIAN II

DEFINITION: This is intermediate professional medical work as a general practitioner or consultant in a state facility, or in a public health or Medicaid program. A person in this class is responsible for providing medical and/or psychiatric services to patients in a state hospital or facility; assisting in the operation of public health programs; or providing consultation to the management and staff of a Medicaid program. Work includes treating acutely ill patients; recommending admissions and releases; prescribing medicine; implementing public health programs; conducting clinics; providing psychotherapy; reviewing medical claims; and negotiating fees and claims with medical vendors. Evaluating physicians of lower rank, nurses, medical technicians and other health care professionals, may be required. General oversight is received from higher level physicians or other designated superiors.

REQUIRED ABILITIES: Ability to learn and apply those practices and techniques of public or medical administration which are necessary to the operation of public or state medical care programs. Ability to supervise, plan and coordinate the activities of physicians, nurses and other health care professionals. Ability to create and maintain an effective working relationship with patients, persons, health care professionals and relatives of patients. Skill in the application of the principles and practices of medical science.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and one year of professional experience in the practice of medicine. (Graduate work in public health or internship and residencies that are recognized by the American Medical Association or the American Osteopathic Association will substitute on a year-for-year basis for the required experience.)

PHYSICIAN III

DEFINITION: This is advanced professional medical and supervisory work in providing general medical, psychiatric or public health services in a state facility or public health program. A person in this class is responsible for planning, evaluating and supervising a comprehensive public health program in local health unit or comparable work in assisting in the administration of public health programs at the district or central office level. The person is also responsible for performing advanced medical work as a practitioner in psychiatry or general medicine in state hospitals and facilities. Work includes making and evaluating final diagnoses; determining methods of treatment; assigning and reviewing work tasks; evaluating medical practices; and coordinating unit activities. Evaluating lower ranking physicians, nurses and technical staff is required. Direction is received from Medical Directors, Medical Specialists and other designated personnel for achievement of results.

REQUIRED ABILITIES: Ability to learn and apply basic techniques necessary to the administration of health care programs. Ability and skill in the application of the principles and practices of medical science. Ability to evaluate, plan

and coordinate the activities of physicians, nurses and other health care professionals. Ability to create and maintain an effective working relationship with patients, persons, nurses and health care professionals.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and two years of professional experience in the practice of medicine. (Graduate work in public health or internships and residencies that are recognized by the American Medical Association or the American Osteopathic Association will be substituted on a year-for-year basis for the required experience.)

PSYCHIATRIST I

DEFINITION: This is responsible professional medical work as a Psychiatrist in a state facility or community based program providing psychiatric services. A person in this class is responsible for providing psychiatric services in the diagnosis and treatment of mentally ill or emotionally disturbed patients and clients. Work includes conducting psychiatric examinations, diagnosing mental abnormalities, prescribing courses of treatment and evaluating patient or client progress. The person also conducts psychiatric treatment, directs the work of other treatment staff and participates in the development of interdisciplinary treatment plans. Evaluation is received from a Medical Director or other designated medical personnel.

REQUIRED ABILITIES: Ability to make accurate diagnoses of psychiatric problems and to select and apply appropriate methods of treatment. Ability to analyze and evaluate the practices, techniques and treatment procedures employed in psychiatry for need and effectiveness. Ability to maintain effective working relationships with patients and their family members, persons, and mental health professionals.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in psychiatry as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association.

OR

Certification or proof of eligibility for certification in psychiatry by an appropriate American specialty board.

PSYCHIATRIST II

DEFINITION: This is advanced professional medical work as a psychiatrist involving responsibility for complex diagnostic, evaluation and treatment functions in a state facility or community based program providing psychiatric services. A person in this class is responsible for providing a variety of complex psychiatric services in the diagnosis and treatment of mentally ill or emotionally disturbed patients or clients. Work includes conducting psychiatric examinations, diagnosing mental abnormalities, prescribing courses of treatment and evaluating patient or client progress. The person also conducts psychiatric treatment, directs the work of other treatment staff and participates in the development of interdisciplinary treatment plans. Work may be distinguished from that of a Psychiatrist I primarily by the degree of independence afforded the person, by the level of professional skill and competence achieved and by the variety of complex cases which may be assigned. General evaluation is received from a Medical Director or other designated medical personnel.

REQUIRED ABILITIES: Ability to make accurate diagnoses of complex psychiatric problems and to select and apply a variety of treatment methods. Ability to analyze and evaluate the practice, techniques and treatment procedures employed in psychiatry for need and effectiveness. Ability to maintain effective working relationships with patients and their family members, state agency employees, and mental health professionals.

EXPERIENCE AND EDUCATION QUALIFICATIONS: Graduation from an accredited school of medicine and successful completion of a residency program in psychiatry as approved by an appropriate American specialty board and recognized by the American Medical Association or the American Osteopathic Association; supplemented by three years of professional medical experience (beyond residency training) in the practice of psychiatry.

OR

Certification or proof of eligibility for certification in psychiatry by an appropriate American specialty board; supplemented by two years of professional medical experience (beyond residency training) in the practice of psychiatry.

PRICING
ALL REGIONS
C/S Code 94959

Medical Personnel Classifications	Jackson & Coker C309054001	Staff Care Inc C309054002	OC Services C309054003
Medical Consultant	\$218.36	\$120.00	\$117.56
Medical Director	\$218.36	\$150.00	\$149.80
Medical Specialist I	\$195.30	\$190.00	\$189.00
Medical Specialist II	\$283.25	\$300.00	\$309.00
Physician I	\$104.10	\$115.00	\$117.56
Physician II	\$146.10	\$120.00	\$119.56
Physician III	\$173.60	\$125.00	\$121.56
Psychiatrist I	\$139.24	\$155.00	\$132.04
Psychiatrist II	\$144.82	\$160.00	\$134.04
Hiring Fee	\$40,000	\$24,000	\$20,000
# of Calendar Days of Initial Placement	730 Days	365 Days	185 Days