



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

NOTIFICATION OF STATEWIDE CONTRACT

December 20, 2012

CONTRACT TITLE: Temporary Physician Services
CURRENT CONTRACT PERIOD: March 7, 2012 through March 6, 2013
BUYER INFORMATION: Megan Howser
 (573) 751-1686
megan.howser@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	March 7, 2011 through March 6, 2012	March 6, 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 **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	COOP PROCURE-MENT
C311055001	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	Yes
C311055002	7429242830 0	The Healing Staff Inc. 10100 Reunion Place, Ste 750 San Antonio, TX 78216 ATTN: Gerald Gregory Phone: 210-299-7623 Fax: 210-579-1914 Email: j.gregory@thehealingstaff.com	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
C311055003	5105801200 1	Maxim Physician Resources, LLC 5001 LBJ Freeway Suite 900 Dallas TX 75244 Attn: Nicole Dady Phone: 888-800-1853 Fax: 866-492-4590 Email: ndady@maximphysicians.com	Yes
C311055004	6803321290 0	Registry of Physician Specialists 1299 Newell Hill Place, Suite 100 Walnut Creek, CA 94596 Attn: Ursula Reinhart Phone: 925-974-1736 Fax: 925-974-1737 Email: Ursula@mdregistry.org	Yes
C311055005	2604257700 1	Soliant Physician Staffing 1979 Lakeside Parkway Suite 800 Tucker, CA 30084 Attn: Joyce Elliott Phone: 888-292-3338 Fax: 866-821-5590 Email: joyce.elliott@soliant.com	Yes
C311055006	7524045730 0	Staff Care, Inc. 5001 Statesman Drive Irving, Texas 75063 ATTN: Chip Hill Phone: 800-685-2272 x 7523 Fax: 972-983-0296 Email: Chip.Hill@staffcare.com	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
3/7/12-3/6/13	12/20/12	Changed the Buyer Information on page one from Jeena Hunget to Megan Howser.
3/7/12-3/6/13	03/16/12	Renewed all contracts. Updated address for Contract C311055003 (Maxim Physician Resources LLC).
3/7/11-3/6/12	12/22/11	Changed the Buyer Information on page one from Stacia Dawson to Jeena Hunget.
3/7/11-3/6/12	1/14/11	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 medical 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 (section 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 Scheduling Requirements:

- 1.2.1 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.

1.3 Medical Personnel Requirements:

1.3.1 The contractor's medical personnel must possess the (1) knowledge, skills and abilities, (2) experience and education qualifications, and (3) necessary special qualifications, if applicable, and must be able to perform any or all of the examples of work as specified on the following website for the medical personnel classification identified on the Pricing Page, and as requested by the state agency.

http://oa.mo.gov/pers/ClassSpecs/List_A-Z.htm

a. 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 medical person to the state agency.

1.3.2 The contractor's medical personnel shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.

1.3.3 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.

1.3.4 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 2) individually signed by the contractor and the anticipated medical personnel who shall be providing service.

1.3.5 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.

1.4 Performance Requirements:

1.4.1 The contractor must provide medical personnel for any of the personnel classifications listed on the Pricing Page, as requested by the state agency.

1.4.2 When medical personnel are requested, the state agency shall specify the requirements for the services needed, including but not limited to: (1) the personnel classification required, (2) an explanation of the duties, responsibilities, and qualifications required of the medical personnel, (3) the location where the medical services are required, (4) the workdays and work hours anticipated for the medical personnel, (5) anticipated duration of the medical services, and (6) the number of medical personnel required.

a. In the event the contractor disputes the personnel classification requested by the state agency based on the contractor's understanding of the duties, responsibilities, and qualifications required of the medical

personnel, the contractor shall notify the state agency of such, explain the contractor's reasoning, and recommend the appropriate personnel classification. However, after providing such explanation, in the event of a continued dispute, the contractor shall agree and understand that the state agency's determination of the appropriate personnel classification shall be final and without recourse.

- b. 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 Division of Purchasing and Materials Management, the contractor may be in breach and subject to the remedies hereto including cancellation of the contract.

1.4.3 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.

1.5 State Agency Requirements:

1.5.1 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 that none of the contractors for a region can provide the required services or in the event no contract exists for a particular region, the state agency may obtain the needed services from another source, including utilizing the services of a temporary physician contractor from another region. The state agency should (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.

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

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

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

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

1.5.5 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:

- 1) Hawthorn Children's Psychiatric Hospital (HCPH) located at 1901 Pennsylvania Av., St. Louis, MO 63133
- 2) Metropolitan St. Louis Psychiatric Center (MPC) located at 5351 Delmar St., Louis, MO 63112
- 3) St. Louis Psychiatric Rehabilitation Center (SLPRC) located at 5300 Arsenal, St. Louis, MO 63139

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

1.6 Additional Requirements:

- 1.6.1 The contractor shall provide medical services on a temporary basis only.
- a. The contractor shall not allow a medical individual to provide more than 1040 hours of medical service in a twelve (12) consecutive month period. The 1040 hours shall be considered a limitation on the total of all the medical services a particular medical individual can provide in a twelve (12) consecutive month period for all state agencies.
- 1.6.2 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 medical personnel 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.
- 1.6.3 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.
- 1.6.4 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. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.6.5 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.
- a. 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.
 - b. Additionally, the contractor shall understand and agree the medical individual provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.
- 1.6.6 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.

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

1.7 Invoicing and Payment Requirements:

1.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- 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 Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

1.7.2 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.

1.7.3 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 two (2) 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. In the event a state agency employs a medical person prior to the expiration of the number of the calendar days after the initial placement of the medical person for which a hiring fee is applicable as specified on the Pricing Page, the contractor shall invoice and the state agency shall pay in accordance with the firm, fixed hiring fee stated on the Pricing Page.
 - h. 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 at the following address: <http://oa.mo.gov/acct/10-11.010.pdf>. The actual mileage rate changes regularly. For current rate see: <http://www.oa.mo.gov/acct/>.
 - 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>
 - i. 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.
- 1.7.4 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.
- 1.7.5 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.
- 1.7.6 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.
- 1.7.7 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.
- 1.7.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

1.8 Other Contractual Requirements:

- 1.8.1 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.
- 1.8.2 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 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.
- 1.8.3 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. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.8.4 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 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.
- 1.8.5 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.

1.8.6 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.

1.8.7 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.

- a. 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.
- b. 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.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.8.8 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 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.

1.8.9 Authorized Personnel -

- 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. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.8.10 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.

1.8.11 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.

1.8.12 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 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 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 Organizations for the Blind/Sheltered Workshop 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 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.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

1.9 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:

1.9.1 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.

1.9.2 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.
- 1.9.3 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.
- 1.9.4 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.
- 1.9.5 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.
- 1.9.6 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.
- 1.9.7 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.).
- 1.9.8 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.
- 1.9.9 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.

1.10 Business Associate Provisions:

1.10.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, 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 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “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.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “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 below.
 - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) “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).
 - 6) “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.
 - 7) “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.
 - 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 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, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

1.10.2 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.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.10.3 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, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 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 shall include, but 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 the Privacy Rule.

- 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 42 USCA §17932 and 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. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 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 any 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. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. 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 for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

- 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. 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.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
 - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.10.4 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.

1.10.5 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 subcontractor 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.

1.10.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand 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 breach of contract 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

SECURITY CLEARANCE AUTHORIZATION

NAME: _____ DATE: _____
(PLEASE PRINT)

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

RACE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____

I hereby authorize and request release to the State of Missouri, _____ personnel, any and all records and information including, but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I understand that the State of Missouri, _____ personnel, will conduct a background investigation before rendering a decision regarding my eligibility for employment and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the State of Missouri _____ and all other persons, firms, corporations and institutions supply the above requested information.

SIGNATURE

SUPERVISOR'S SIGNATURE

PRICING
ALL REGIONS
C/S Code 94959

Medical Personnel Classifications	Jackson & Coker C311055001	The Healing Staff C311055002	Maxim Physician Resources LLC C311055003	Registry of Physician Specialists C311055004	Soliant Physician Staffing C311055005	Staff Care Inc. C311055006
Medical Consultant	\$224.91	\$116.39	\$115.00	\$205.26	\$189.00	\$135.00
Medical Director	\$224.91	\$153.20	\$120.00	\$205.26	\$204.00	\$165.00
Medical Specialist I	\$201.16	\$183.88	\$115.00	\$187.49	\$195.00	\$220.00
Medical Specialist II	\$291.75	\$266.11	\$115.00	\$266.26	\$295.00	\$315.00
Physician	\$110.44	\$116.39	\$115.00	\$153.00	\$110.00	\$135.00
Psychiatrist I	\$172.38	\$126.21	\$180.00	\$133.67	\$132.00	\$170.00
Psychiatrist II	\$182.58	\$129.89	\$185.00	\$139.03	\$155.00	\$170.00
Hiring Fee	\$40,000.00	\$17,900.00	\$22,500.00	\$30,000.00	\$20,000.00	\$24,000.00
# of Calendar Days of Initial Placement	50% after 180 days 0% after 365 days	181 days	365 days	730 days	365 days	365 days