



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

NOTIFICATION OF STATEWIDE CONTRACT

April 29, 2014

CONTRACT TITLE: Temporary Nursing Services
CURRENT CONTRACT PERIOD: May 1, 2014 through July 31, 2014
BUYER INFORMATION: Megan Howser
 (573) 751-1686
megan.howser@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	May 1, 2011 through April 30, 2012	July 31, 2014

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 PROCUREMENT
C311063001	2616290090 0	CONTRACT NOT EXTENDED YET ARA Staffing Services 11925 East 65 th Street Suite 9 Indianapolis IN 46236 Attn: Whitney Hubbard Email: Whitney@arastaffing.com Phone: 877-570-6725 Fax: 866-406-0443	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
C311063002	5816423560 2	ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 Attn: Ron Edgar or Jerry Bishop Email: redgar@atchealthcare.com atcgov@atchealthcare.com Phone: 314-965-9700 Fax: 314-965-9706	Yes
C311063003	6214942900 3	Guardian Healthcare Provides Inc. 514 Earth City Expressway, Ste 351 Earth City MO 63045 Attn: Jamie Slattery Email: jslattery@guardianhealthcare.com Phone: 314-392-5181 Fax: 314-392-5228	Yes
C311063004	7429242830 0	The Healing Staff 10100 Reunion Place Ste 750 San Antonio TX 78216-4159 Attn: Gerald Gregory Email: J.Gregory@thehealingstaff.com Phone: 210-299-7623 Fax: 210-299-7624	Yes
C311063005	2730850680 1	Medical Staffing Network 2388 Schuetz Road, Suite B-20 St. Louis MO 63146 Attn: Patrick Brand Email: PatrickBrand@msnhealth.com Phone: 314-995-3022 Fax: 314-995-3023	Yes
C311063006	5623556840 3	Nurse Staffing Group MO LLC 638 Office Parkway St Louis MO 63141 Attn: Steve Ross Email: ross@nursestaffing.net Phone: 314-432-5509 Fax: 314-432-4402	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
5/1/14-7/31/14	4/29/14	Contracts C311063002, C311063003, C311063004, C311063005, and C311063006 have been extended. One contract extension is pending.
5/1/13-4/30/14	10/08/13	All contracts have been renewed.
5/1/13-4/30/14	06/03/13	One additional contract renewed. One renewal pending.
5/1/13-4/30/14	05/02/13	Renewed contracts. Two renewals pending.
5/1/12-4/30/13	12/20/12	Changed the Buyer Information on page one from Julie Kleffner to Megan Howser.
5/1/12-4/30/13	05/30/12	Contract C311063007 (Temps Inc.) is not being renewed for the contract period May 1, 2012 thru April 30, 2013. They are no longer in service. Changed the Buyer Information on page one from Jeena Hunget to Julie Kleffner
5/1/12-4/30/13	04/26/12	Renewed all contracts. Updated addresses for the following contracts: Guardian Healthcare Providers, Inc. (Contract C311063003), Medical Staffing Network (Contract C311063005), and ARA Staffing Services (Contract C311063001).
5/1/11-4/30/12	12/22/11	Changed the Buyer Information on page one from Stacia Dawson to Jeena Hunget.
5/1/11-4/30/12	02/04/11	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES

1. *State agencies are advised this contract is for temporary nurses only.* 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.
2. **Since multiple contracts exist for a particular region, the state agency shall utilize the services of the lowest priced contractor for the required services.** In the event the lowest priced contractor is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.
 - 2.1 **Additionally, the lowest prices for each region for each line item are highlighted in yellow.**
3. The state agency shall attempt to provide the contractor with at least two (2) weeks notice when temporary nurses shall be required.
 - 3.1 If less than two (2) weeks notice is provided by the state agency, the contractor may refuse to provide the temporary nurses if qualified temporary nurses are not available. The contractor must notify the state agency as soon as possible if qualified temporary nurses are not available. In the event the contractor is unable to provide temporary nurses 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 there hereto including cancellation of the contract.
 - 3.2 It is anticipated that several weeks notice can be provided in most instances.
4. The state agency shall attempt to provide at least two (2) working days notice to the contractor of a cancellation of services previously requested.
5. The contractor shall provide temporary nurses on a temporary basis only.
 - 5.1 The contractor shall not provide a state agency with the same temporary nurse for more than six (6) months in any twelve (12) month period if the temporary nurse is providing forty (40) hours of service per week.
 - 5.2 If a state agency is using temporary nurses on an hourly basis or intermittent basis rather than a 40-hour per week basis, the contractor shall not provide that particular state agency with the same temporary nurse for more than 1,040 hours in any consecutive twelve (12) month period of time.
6. Hiring of Temporary Nurses- 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 temporary nurse furnished by the contractor. In the event the state agency employs such temporary nurse after such period of time, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide temporary nursing services for Registered Nurses (R.N.s), Licensed Practical Nurses (L.P.N.s), and Certified Nursing Assistants (C.N.A.s) for any state agency in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency, for the regions stated in the Notice Award issued by the Division of Purchasing and Materials Management (DPMM).
- 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.
 - b. For purposes of this document, the regions are identified in Attachment 1. A region shall include all the counties identified in Attachment 1.
- 1.1.2 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.
- 1.1.3 Cooperative Procurement Program - If the contractor indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide temporary nursing 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.
- 1.1.4 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 services. In the event the lowest priced contractor is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

1.2 Scheduling Requirements:

- 1.2.1 For each state agency needing temporary nursing services, the state agency will specify the quantity of temporary nurses needed and the required shift for each temporary nurse. The contractor shall understand that state agencies shall need services anytime of the day, Sunday through Saturday. The state agency estimates but in no way guarantees, that the contractor shall provide temporary nursing services for the following shifts, however depending on the needs of each individual state agency, the shift times may vary.
- a. First Shift: 5:45 a.m. - 2:15 p.m., 6:30 a.m. – 3:00 p.m., or 7:00 a.m. – 3:30 p.m.
 - b. Second Shift: 2:15 p.m. – 10:00 p.m., 2:30 p.m. – 11:00 p.m., or 3:00 p.m. – 11:30 p.m.
 - c. Third Shift: 10:00 p.m. – 6:00 a.m., 10:45 p.m. – 6:45 a.m., or 11:00 p.m. – 7:30 a.m.
- 1.2.2 The contractor shall agree and understand that the scheduling of services shall be designated by the state agency.
- 1.2.3 Unless requested or approved by the state agency, the contractor shall not allow any individual R.N., L.P.N., or C.N.A to provide temporary nursing services in excess of forty (40) hours per week.

1.3 Performance Requirements:

1.3.1 R.N. and L.P.N. - The contractor shall provide temporary nurses, who are R.N.s and L.P.N.s, to perform duties which shall include, but not be limited to, the following:

- a. Administer medications/treatments;
- b. Perform patient rounds;
- c. Complete chart documentation;
- d. Provide assessments;
- e. Schedule and attend clinic appointments;
- f. Teach health care plans to clients;
- g. Assist full time nurses as needed;
- h. Respond and direct medical and behavioral emergencies (R.N. only);
- i. Supervise contractor's C.N.A.s and L.P.N.s (R.N. only);
- j. Provide and direct provision of care (R.N. only); and
- k. Provide progress notes documentation as required.

1.3.2 C.N.A – The contractor shall provide temporary nurses, who are C.N.A.s, to perform duties which shall include, but not be limited to, the following:

- a. Assist with lifts and transfers;
- b. Take vital signs;
- c. Perform CPR and standard first aid;
- d. Assist with meal feeding;
- e. Clean personal care items, wheelchairs, and closets;
- f. Perform general home cleaning to include, but not be limited to, cleaning kitchen appliances, vacuum rugs, mop floors, furniture dusting and polishing, laundry, and empty trash containers;
- g. Observe/interact and provide patient care as directed by R.N.s.;
- h. Report changes in client behavior to R.N./L.P.N.;
- i. Assist/prompt with Activities of Daily Living;
- j. Provide progress notes documentation as required.

1.3.3 The contractor's temporary nurse must sign in and out at each state agency facility where services are provided as verification of hours worked.

1.4 Personnel Requirements:

1.4.1 The contractor's temporary nurses must, at a minimum, meet the following:

- a. R.N. –
 - 1) Be a graduate of a two, three, or four year accredited university or college. Dependant upon the level of education, the registered nurse must hold an Associated Degree, Diploma, or a Bachelors Degree in Nursing.
 - 2) Hold a State of Missouri license in compliance with sections 335.011 – 335.096, RSMo, with no current discipline action.
- b. L.P.N. –
 - 1) Be a graduate of a license accredited practical nurse program and hold a certificate of completion.
 - 2) Hold a State of Missouri license in compliance with sections 335.011 – 335.096, RSMo, with no current discipline action.
- c. C.N.A. –
 - 1) Be a graduate of a licensed accredited nursing assistant program and hold a certificate of completion.
 - 2) Comply as defined in section 335, RSMo, and section 198.082, RSMo, with no current discipline action.

- 1.4.2 The contractor's temporary nurses that are R.N.s or L.P.N.s must have fifteen (15) continuing educational credits and/or training on an annual basis and contractor's temporary nurse's that are C.N.A.s must have twelve (12) continuing educational credits and/or training on an annual basis. The contractor shall provide the continuing education/training, basic life support and/or advanced life support certifications to the state agency upon request.
- 1.4.3 The contractor shall provide temporary nurses with knowledge and experience of performing all duties described herein. The temporary nurse should have (1) mental healthcare experience, (2) be trained to manage aggressive patient behavior, and (3) have a minimum of one year experience in a clinical psychiatric setting.
- 1.4.4 The contractor's temporary nurses must be checked and cleared of a (1) drug screen and (2) Tuberculosis (TB) test before providing services to the state agency.
- 1.4.5 The state agency reserves the right to interview the contractor's temporary nurses with respect to their qualifications and suitability for services within the state agency's work environment.
 - a. The state agency reserves the right to approve or disapprove appointment of any of the contractor's temporary nurses to provide the services required by the state agency.
- 1.4.6 The contractor and each of the contractor's temporary nurses assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain the required security clearances from their State Highway Patrol.
 - a. By no later than fifteen (15) days after notification of award of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from their State Highway Patrol for each person assigned to the contract,
 - 2) A completed Authorization for Release of Information Form (Attachment #2) individually signed by the contractor and each person assigned to the contract.
 - b. The state agency shall have the right to deny access to the state agency's facility to any of the contractor's temporary nurses for any reason.
- 1.4.7 In the process of performing the requirements of the contract, the contractor and/or the contractor's temporary nurses may become aware of information required by law to be kept confidential. Therefore, the contractor and the contractor's temporary nurses must not at any time disclose, directly or indirectly, any information gained during the performance of the contract services.
- 1.4.8 The contractor's temporary nurses shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.
- 1.4.9 If, at any point during the term of the contract, the services of the contractor's temporary nurses become unacceptable and upon request by the state agency, the contractor shall dismiss or replace such temporary nurses for reasons which shall include: (1) having been found positive for drugs; (2) having been suspected of any abuse or neglect and can only be returned or placed if suspicion is not substantiated; (3) violation or suspected violation of workplace policy; (4) name appears on the disqualified registry of the disqualified list report maintained by the state agency; (5) the nurse's license or privilege to practice expires; or (6) the nurse's license is placed on probation, suspension or revoked by the Missouri State Board of Nursing or any other state board of nursing. The state agency shall provide the contractor with an explanation of the unacceptability of the contractor's temporary nurse.
 - a. Unless the situation regarding the contractor's assigned temporary nurses requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory temporary nurses.

1.5 State Agency Requirements:

- 1.5.1 The state agency shall attempt to provide the contractor with at least two (2) weeks notice when temporary nurses shall be required.
- a. If less than two (2) weeks notice is provided by the state agency, the contractor may refuse to provide the temporary nurses if qualified temporary nurses are not available. The contractor must notify the state agency as soon as possible if qualified temporary nurses are not available. In the event the contractor is unable to provide temporary nurses 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 there hereto including cancellation of the contract.
 - b. It is anticipated that several weeks notice can be provided in most instances.
- 1.5.2 The state agency shall attempt to provide at least two (2) working days notice to the contractor of a cancellation of services previously requested.

1.6 Additional Requirements:

- 1.6.1 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 temporary nurse 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.

1.6.1 The contractor shall provide nursing services on a temporary basis only.

 - a. The contractor shall not allow a temporary nurse individual to provide more than 1040 hours of nursing service in a twelve (12) consecutive month period. The 1040 hours shall be considered a limitation on the total of all the nursing services a particular temporary nurse individual can provide in a twelve (12) consecutive month period for all state agencies.
- 1.6.2 Hiring of Temporary Nurses- 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 temporary nurse furnished by the contractor. In the event the state agency employs such temporary nurse after such period of time, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 1.6.3 Reporting Requirements - By the 15th day of each month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format utilizing the report format. Reports in PDF or similar format shall be considered unacceptable.
- a. At a minimum, the report must contain the information listed below.
 - 1) State Agency Name
 - 2) Personnel Classification and Shift worked
 - 3) Region
 - 4) 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.
- 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 the ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.6.4 The state agency shall provide all necessary supplies, equipment, and work area for the contractor's temporary nurses. Unless otherwise specified herein, 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 monthly invoices 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. Temporary nurse's name and personnel classification (R.N., L.P.N., or C.N.A.); and
- b. Dates, shift worked including times, and total number of hours of service provided.

1.7.3 Payment - After approval of the monthly invoice by the state agency, the contractor shall be paid in accordance with the applicable firm, fixed price per hour stated on the Pricing Page.

- a. For each hour of service provided in excess of forty (40) hours per week (Sunday through Saturday) pursuant to the state agency's request or approval, the state agency shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour.
- b. In the event the state agency fails to provide two (2) working day notice of a cancellation of temporary nursing services, the state agency shall pay the contractor for two (2) hours of service.
- c. In the event less than two (2) hours of service are requested, the state agency shall pay the contractor for two (2) hours of service.
- d. In the event the state agency requests interviews prior to selecting a temporary nurse, the state agency shall pay the contractor for the actual time of the interview in accordance with the firm, fixed price per hour stated on the Pricing Page.

- e. The contractor shall be paid the firm, fixed hourly price stated on the Pricing Page for each hour service is provided. The contractor shall not be paid for the time allotted for the temporary nurse's meal break or any other extended breaks. However, the contractor shall be paid for small breaks (consisting of no more than fifteen (15) minutes), according to the following regarding break and meal breaks.
 - 1) If the temporary nurse provides services for a continuous four hour period, the temporary nurse is allowed a break period, not to exceed fifteen minutes.
 - 2) If the temporary nurse provides services for a continuous six hour period, the temporary nurse is allowed one break period, not to exceed fifteen minutes, and one meal break.
 - 3) If the temporary nurse provides services for a continuous eight hour period or longer, the temporary nurse is allowed one break period, not to exceed fifteen minutes, within the first four hours of service, a meal break, and another break, not to exceed fifteen minutes, within the last four hours of service.
- f. The contractor shall understand that each state agency shall only be responsible for the payment of services provided for that state agency.

1.7.4 In the event a state agency employs a temporary nurse prior to the expiration of the number of the calendar days after the initial placement of the temporary nurses 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. However, the contractor shall be prohibited and the state agency shall not pay a hiring fee for the temporary nurse employed 90 calendar days following the initial placement of the temporary nurse with the state agency.

1.7.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.7.6 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.

1.7.7 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.

1.7.8 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.

1.7.9 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 two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.8.3 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. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive 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); or (2) 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 any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.8.9 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 Confidentiality -

- a. 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.

- b. 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.

1.8.13 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 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 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.

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

REGION 1-Andrew, Atchison, Buchanan, Clinton, Dekalb, Gentry, Holt, Nodaway, Worth									
CONTRACTOR	RN First Shift <small>(line item 001)</small>	RN Second Shift <small>(line item 002)</small>	RN Third Shift <small>(line item 003)</small>	LPN First Shift <small>(line item 004)</small>	LPN Second Shift <small>(line item 005)</small>	LPN Third Shift <small>(line item 006)</small>	CNA First Shift <small>(line item 007)</small>	CNA Second Shift <small>(line item 008)</small>	CNA Third Shift <small>(line item 009)</small>
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 2-Jackson									
CONTRACTOR	RN First Shift (line item 010)	RN Second Shift (line item 011)	RN Third Shift (line item 012)	LPN First Shift (line item 013)	LPN Second Shift (line item 014)	LPN Third Shift (line item 015)	CNA First Shift (line item 016)	CNA Second Shift (line item 017)	CNA Third Shift (line item 018)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 3-Clay, Platte, Ray									
CONTRACTOR	RN First Shift (line item 019)	RN Second Shift (line item 020)	RN Third Shift (line item 021)	LPN First Shift (line item 022)	LPN Second Shift (line item 023)	LPN Third Shift (line item 024)	CNA First Shift (line item 025)	CNA Second Shift (line item 026)	CNA Third Shift (line item 027)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 4-Cass, Johnson, Lafayette

CONTRACTOR	RN First Shift (line item 028)	RN Second Shift (line item 029)	RN Third Shift (line item 030)	LPN First Shift (line item 031)	LPN Second Shift (line item 032)	LPN Third Shift (line item 033)	CNA First Shift (line item 034)	CNA Second Shift (line item 035)	CNA Third Shift (line item 036)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 5-Barry, Dade, Lawrence									
CONTRACTOR	RN First Shift (line item 037)	RN Second Shift (line item 038)	RN Third Shift (line item 039)	LPN First Shift (line item 040)	LPN Second Shift (line item 041)	LPN Third Shift (line item 042)	CNA First Shift (line item 043)	CNA Second Shift (line item 044)	CNA Third Shift (line item 045)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 6-Bates, Benton, Cedar, Henry, Hickory, St. Clair, Vernon									
CONTRACTOR	RN First Shift (line item 046)	RN Second Shift (line item 047)	RN Third Shift (line item 048)	LPN First Shift (line item 049)	LPN Second Shift (line item 050)	LPN Third Shift (line item 051)	CNA First Shift (line item 052)	CNA Second Shift (line item 053)	CNA Third Shift (line item 054)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 7-Barton, Jasper, McDonald, Newton									
CONTRACTOR	RN First Shift (line item 055)	RN Second Shift (line item 056)	RN Third Shift (line item 057)	LPN First Shift (line item 058)	LPN Second Shift (line item 059)	LPN Third Shift (line item 060)	CNA First Shift (line item 061)	CNA Second Shift (line item 062)	CNA Third Shift (line item 063)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 8-Christian, Dallas, Greene, Polk, Stone, Taney, Webster

CONTRACTOR	RN First Shift (line item 064)	RN Second Shift (line item 065)	RN Third Shift (line item 066)	LPN First Shift (line item 067)	LPN Second Shift (line item 068)	LPN Third Shift (line item 069)	CNA First Shift (line item 070)	CNA Second Shift (line item 071)	CNA Third Shift (line item 072)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 9-Camden, Cole, Laclede, Miller, Osage, Pulaski

CONTRACTOR	RN First Shift (line item 073)	RN Second Shift (line item 074)	RN Third Shift (line item 075)	LPN First Shift (line item 076)	LPN Second Shift (line item 077)	LPN Third Shift (line item 078)	CNA First Shift (line item 079)	CNA Second Shift (line item 080)	CNA Third Shift (line item 081)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 10-Boone, Carroll, Chariton, Cooper, Howard, Moniteau, Morgan, Pettis, Randolph, Saline									
CONTRACTOR	RN First Shift (line item 082)	RN Second Shift (line item 083)	RN Third Shift (line item 084)	LPN First Shift (line item 085)	LPN Second Shift (line item 086)	LPN Third Shift (line item 087)	CNA First Shift (line item 088)	CNA Second Shift (line item 089)	CNA Third Shift (line item 090)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 11-Caldwell, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, Putnam, Sullivan									
CONTRACTOR	RN First Shift (line item 091)	RN Second Shift (line item 092)	RN Third Shift (line item 093)	LPN First Shift (line item 094)	LPN Second Shift (line item 095)	LPN Third Shift (line item 096)	CNA First Shift (line item 097)	CNA Second Shift (line item 098)	CNA Third Shift (line item 099)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 12-Adair, Clark, Macon, Schuyler, Scotland, Shelby									
CONTRACTOR	RN First Shift (line item 100)	RN Second Shift (line item 101)	RN Third Shift (line item 102)	LPN First Shift (line item 103)	LPN Second Shift (line item 104)	LPN Third Shift (line item 105)	CNA First Shift (line item 106)	CNA Second Shift (line item 107)	CNA Third Shift (line item 108)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 13-Knox, Lewis, Marion									
CONTRACTOR	RN First Shift (line item 109)	RN Second Shift (line item 110)	RN Third Shift (line item 111)	LPN First Shift (line item 112)	LPN Second Shift (line item 113)	LPN Third Shift (line item 114)	CNA First Shift (line item 115)	CNA Second Shift (line item 116)	CNA Third Shift (line item 117)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 14-Audrain, Callaway, Monroe, Montgomery, Pike, Ralls									
CONTRACTOR	RN First Shift (line item 118)	RN Second Shift (line item 119)	RN Third Shift (line item 120)	LPN First Shift (line item 121)	LPN Second Shift (line item 122)	LPN Third Shift (line item 123)	CNA First Shift (line item 124)	CNA Second Shift (line item 125)	CNA Third Shift (line item 126)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 15-Franklin, Lincoln, St. Charles, Warren									
CONTRACTOR	RN First Shift (line item 127)	RN Second Shift (line item 128)	RN Third Shift (line item 129)	LPN First Shift (line item 130)	LPN Second Shift (line item 131)	LPN Third Shift (line item 132)	CNA First Shift (line item 133)	CNA Second Shift (line item 134)	CNA Third Shift (line item 135)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$29.90	\$29.90	\$29.90	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 16-Gasconade, Crawford, Dent, Maries, Phelps									
CONTRACTOR	RN First Shift (line item 136)	RN Second Shift (line item 137)	RN Third Shift (line item 138)	LPN First Shift (line item 139)	LPN Second Shift (line item 140)	LPN Third Shift (line item 141)	CNA First Shift (line item 142)	CNA Second Shift (line item 143)	CNA Third Shift (line item 144)
<i>ARA Staffing Services (C311063001)</i>	\$38.41	\$38.41	\$38.41	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 17-Iron, St. Francois, Washington									
CONTRACTOR	RN First Shift (line item 145)	RN Second Shift (line item 146)	RN Third Shift (line item 147)	LPN First Shift (line item 148)	LPN Second Shift (line item 149)	LPN Third Shift (line item 150)	CNA First Shift (line item 151)	CNA Second Shift (line item 152)	CNA Third Shift (line item 153)
<i>ARA Staffing Services (C311063001)</i>	\$38.41	\$38.41	\$38.41	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 18-Douglas, Howell, Oregon, Ozark, Shannon, Texas, Wright									
CONTRACTOR	RN First Shift (line item 154)	RN Second Shift (line item 155)	RN Third Shift (line item 156)	LPN First Shift (line item 157)	LPN Second Shift (line item 158)	LPN Third Shift (line item 159)	CNA First Shift (line item 160)	CNA Second Shift (line item 161)	CNA Third Shift (line item 162)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 19-Butler, Carter, Dunklin, Pemiscot, Reynolds, Ripley, Wayne									
CONTRACTOR	RN First Shift (line item 163)	RN Second Shift (line item 164)	RN Third Shift (line item 165)	LPN First Shift (line item 166)	LPN Second Shift (line item 167)	LPN Third Shift (line item 168)	CNA First Shift (line item 169)	CNA Second Shift (line item 170)	CNA Third Shift (line item 171)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 20-Mississippi, New Madrid, Scott, Stoddard									
CONTRACTOR	RN First Shift (line item 172)	RN Second Shift (line item 173)	RN Third Shift (line item 174)	LPN First Shift (line item 175)	LPN Second Shift (line item 176)	LPN Third Shift (line item 177)	CNA First Shift (line item 178)	CNA Second Shift (line item 179)	CNA Third Shift (line item 180)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 21-Bollinger, Cape Girardeau, Madison, Perry, Ste Genevieve									
CONTRACTOR	RN First Shift (line item 181)	RN Second Shift (line item 182)	RN Third Shift (line item 183)	LPN First Shift (line item 184)	LPN Second Shift (line item 185)	LPN Third Shift (line item 186)	CNA First Shift (line item 187)	CNA Second Shift (line item 188)	CNA Third Shift (line item 189)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$28.59	\$28.59	\$18.65	\$18.65	\$18.65
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 22-Jefferson									
CONTRACTOR	RN First Shift (line item 190)	RN Second Shift (line item 191)	RN Third Shift (line item 192)	LPN First Shift (line item 193)	LPN Second Shift (line item 194)	LPN Third Shift (line item 195)	CNA First Shift (line item 196)	CNA Second Shift (line item 197)	CNA Third Shift (line item 198)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$29.63	\$30.67	\$18.65	\$18.65	\$19.69
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 23-St. Louis County									
CONTRACTOR	RN First Shift (line item 199)	RN Second Shift (line item 200)	RN Third Shift (line item 201)	LPN First Shift (line item 202)	LPN Second Shift (line item 203)	LPN Third Shift (line item 204)	CNA First Shift (line item 205)	CNA Second Shift (line item 206)	CNA Third Shift (line item 207)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$38.68	\$38.68	\$28.59	\$29.63	\$30.67	\$18.65	\$18.65	\$19.69
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36
<i>Medical Staffing Network (C311063005)</i>	\$41.75	\$42.75	\$43.75	\$29.50	\$30.50	\$31.50	\$19.50	\$20.50	\$20.50
<i>Nursestaffing (C311063006)</i>	\$41.95	\$41.95	\$41.95	\$32.95	\$32.95	\$32.95	\$19.50	\$19.50	\$19.50

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

REGION 24-St. Louis City									
CONTRACTOR	RN First Shift (line item 208)	RN Second Shift (line item 209)	RN Third Shift (line item 210)	LPN First Shift (line item 211)	LPN Second Shift (line item 212)	LPN Third Shift (line item 213)	CNA First Shift (line item 214)	CNA Second Shift (line item 215)	CNA Third Shift (line item 216)
<i>ARA Staffing Services (C311063001)</i>	\$38.68	\$39.72	\$40.76	\$28.59	\$29.63	\$30.67	\$18.65	\$19.65	\$20.73
<i>ATC Healthcare Services, Inc. (C311063002)</i>	\$41.75	\$48.75	\$49.75	\$32.75	\$32.75	\$31.75	\$19.75	\$19.75	\$21.75
<i>Guardian Healthcare Providers (C311063003)</i>	\$39.95	\$39.95	\$39.95	\$29.95	\$29.95	\$29.95	\$18.95	\$18.95	\$18.95
<i>The Healing Staff (C311063004)</i>	\$39.98	\$40.48	\$40.48	\$28.24	\$28.74	\$28.74	\$20.86	\$21.36	\$21.36
<i>Medical Staffing Network (C311063005)</i>	\$41.75	\$42.75	\$43.75	\$29.50	\$30.50	\$31.50	\$19.50	\$20.50	\$20.50
<i>Nursestaffing (C311063006)</i>	\$41.95	\$41.95	\$41.95	\$32.95	\$32.95	\$32.95	\$19.50	\$19.50	\$19.50

In accordance with the terms of the contract, the state agency shall utilize the services of the lowest priced contractor unless unavailable. Please refer to item 2 on the INSTRUCTIONS FOR STATE AGENCIES FOR TEMPORARY NURSING SERVICES for further direction. Please note that the lowest price for each RN/LPN/CNA by shift is highlighted for your convenience.

HIRING FEE

CONTRACTOR	Hiring Fee (line item 217)	# of calendar days of initial placement
<i>ARA Staffing Services</i> (C311063001)	\$3,500	0-60 Calendar Days
<i>ATC Healthcare Services, Inc.</i> (C311063002)	\$2,000	0-90 Calendar Days
<i>Guardian Healthcare Providers</i> (C311063003)	\$8,000	0-90 Calendar Days
<i>The Healing Staff</i> (C311063004)	\$4,200	0-90 Calendar Days
<i>Medical Staffing Network</i> (C311063005)	RN \$5,000 LPN \$3,500 CNA \$2,000	0-30 Calendar Days
<i>Nursestaffing</i> (C311063006)	RN \$5,000 LPN \$3,000 CNA \$1,000	0-90 Calendar Days