



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: April 9, 2018

**CONTRACT TITLE:** Temporary Medical Services

|                                 |  |   |
|---------------------------------|--|---|
| <b>CURRENT CONTRACT PERIOD:</b> | March 15, 2018 through June 30, 2018   |   |
| <b>RENEWAL INFORMATION:</b>     | Original Contract Period:  | December 15, 2014 through December 14, 2015 |
|                                 | Renewal Options Available:   | Two   |
|                                 | Potential Final Expiration:  | June 30, 2018                               |
| <b>BUYER INFORMATION:</b>       | Molly Hurt<br>573-751-8900<br><a href="mailto:molly.hurt@oa.mo.gov">molly.hurt@oa.mo.gov</a> |   |

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's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>

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

| CONTRACT NUMBER | VENDOR NUMBER               | VENDOR INFORMATION   | MBE/WBE | COOP PROCUREMENT |
|-----------------|-----------------------------|--|---------|------------------|
| C315013001      | 6110062770 0/<br>MB00083919 | FCS, Inc.<br>1711 Ashley Circle, Suite 6<br>Bowling Green KY 42104<br>Attn: Tim Zuccarell<br>Phone: (270) 782-9152 x 240<br>Fax: (270) 782-1055<br>Email: <a href="mailto:tzuccarell@fcspsey.com">tzuccarell@fcspsey.com</a> | No      | No               |

| CONTRACT NUMBER | VENDOR NUMBER               | VENDOR INFORMATION  | MBE/WBE | COOP PROCUREMENT |
|-----------------|-----------------------------|---|---------|------------------|
| C315013002      | 2044313000 0/<br>MB00023718 | Jackson & Coker Locumtenens<br>3000 Old Alabama Road, Suite 119-608<br>Alpharetta GA 30022<br>Attn: Randy Weikle<br>Phone: (800) 272-2707<br>Fax: (800) 936-4562<br>Email: <a href="mailto:rweikle@jacksoncoker.com">rweikle@jacksoncoker.com</a>       | No      | Yes              |
| C315013003      | 5825354690 1/<br>MB00100851 | Locumtenens.Com, LLC<br>2655 Northwinds Parkway<br>Alpharetta GA 30009-2280<br>Attn: Staci Brooks Shakir<br>Phone: (678) 992-1270<br>Fax: (404) 751-5409<br>Email: <a href="mailto:sshakir@locumtenens.com">sshakir@locumtenens.com</a>                 | No      | Yes              |
| C315013004      | 2629364320 0/<br>MB00094807 | Medical Doctor Associates, LLC<br>4775 Peachtree Industrial Blvd., Suite 300<br>Berkeley Lake GA 30092<br>Attn: Frank Phillips<br>Phone: (800) 780-3500<br>Fax: (770) 248-6731<br>Email: <a href="mailto:phillipsf@mdainc.com">phillipsf@mdainc.com</a> | No      | Yes              |
| C315013005      | 2712646360 1/<br>MB00093690 | Rhino Medical Services<br>2000 East Lamar Blvd., Suite 250<br>Arlington TX 76006<br>Attn: Omar Jasso<br>Phone: (866) 267-4466<br>Fax: (800) 850-2005<br>Email: <a href="mailto:oajasso@rhinomedical.com">oajasso@rhinomedical.com</a>                   | No      | No               |

## 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   |
|---------------------|------------|--|
| 03/15/18 – 06/30/18 | 04/09/18   | <ul style="list-style-type: none"><li>• Only extended contracts C315013002 and C315013003 until June 30, 2018.</li></ul>   |
| 12/15/17 – 03/14/18 | 12/14/17   | <ul style="list-style-type: none"><li>• Extended all contracts.</li></ul>  |
| 12/15/16 – 12/14/17 | 12/16/16   | <ul style="list-style-type: none"><li>• Renewed all contracts</li><li>• Changed vendor number for Contract C315013003 (Locumentenens.com, LLC) due to an Assignment of Contract (see Amendment #002).</li><li>• Changed the Buyer Information on page one from Jessica Andres to Molly Hurt.</li></ul> |
| 12/15/15 – 12/14/16 | 12/16/15   | Renewed all contracts and changed the Buyer Information on page one from Jacqueline Satterlee to Jessica Andres.   |
| 12/15/14 – 12/14/15 | 03/09/15   | Updated email address for Contract C315013003 (Locumtenens.Com, LLC).  |
| 12/15/14 – 12/14/15 | 12/16/14   | Initial issuance of new statewide contract.  |

**NORTHWEST REGION PRICING**

*(C/S Code: 94959)*

Northwest Region – Atchison, Andrew, Buchanan, Caldwell, Clinton, Davies, DeKalb, Gentry, Harrison, Holt, Nodaway, and Worth counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 006  | Psychiatrist I                  | \$170.00                          |
| 007  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 001  | Medical Consultant              | \$148.00                          |
| 002  | Medical Director                | \$167.00                          |
| 003  | Medical Specialist I            | \$211.00                          |
| 004  | Medical Specialist II           | \$300.00                          |
| 005  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 006  | Psychiatrist I                  | \$174.00                          |
| 007  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 001  | Medical Consultant              | \$125.00                          |
| 002  | Medical Director                | \$150.00                          |
| 003  | Medical Specialist I            | \$162.00                          |
| 004  | Medical Specialist II           | \$195.00                          |
| 005  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 006  | Psychiatrist I                  | \$195.00                          |
| 007  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

**NORTHWEST REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 001  | Medical Consultant              | \$166.00                          |
| 002  | Medical Director                | \$181.00                          |
| 003  | Medical Specialist I            | \$166.00                          |
| 004  | Medical Specialist II           | \$171.00                          |
| 005  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 006  | Psychiatrist I                  | \$183.00                          |
| 007  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 001  | Medical Consultant              | \$113.30                          |
| 002  | Medical Director                | \$184.37                          |
| 003  | Medical Specialist I            | \$118.37                          |
| 004  | Medical Specialist II           | \$122.57                          |
| 005  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 006  | Psychiatrist I                  | \$175.18                          |
| 007  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

**NORTHEAST REGION PRICING**

*(C/S Code: 94959)*

Northeast Region – Adair, Clark, Grundy, Knox, Lewis, Linn, Livingston, Macon, Marion, Mercer, Putnam, Ralls, Schuyler, Scotland, Shelby, and Sullivan counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 013  | Psychiatrist I                  | \$170.00                          |
| 014  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 008  | Medical Consultant              | \$148.00                          |
| 009  | Medical Director                | \$167.00                          |
| 010  | Medical Specialist I            | \$211.00                          |
| 011  | Medical Specialist II           | \$300.00                          |
| 012  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 013  | Psychiatrist I                  | \$174.00                          |
| 014  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 008  | Medical Consultant              | \$125.00                          |
| 009  | Medical Director                | \$150.00                          |
| 010  | Medical Specialist I            | \$162.00                          |
| 011  | Medical Specialist II           | \$195.00                          |
| 012  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 013  | Psychiatrist I                  | \$195.00                          |
| 014  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

**NORTHEAST REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 008  | Medical Consultant              | \$166.00                          |
| 009  | Medical Director                | \$181.00                          |
| 010  | Medical Specialist I            | \$166.00                          |
| 011  | Medical Specialist II           | \$171.00                          |
| 012  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 013  | Psychiatrist I                  | \$183.00                          |
| 014  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 008  | Medical Consultant              | \$113.30                          |
| 009  | Medical Director                | \$184.37                          |
| 010  | Medical Specialist I            | \$118.45                          |
| 011  | Medical Specialist II           | \$122.57                          |
| 012  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 013  | Psychiatrist I                  | \$175.18                          |
| 014  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

**GREATER KANSAS CITY REGION PRICING**

(C/S Code: 94959)

Greater Kansas City Region – Bates, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte, and Ray counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 020  | Psychiatrist I                  | \$170.00                          |
| 021  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 015  | Medical Consultant              | \$148.00                          |
| 016  | Medical Director                | \$167.00                          |
| 017  | Medical Specialist I            | \$211.00                          |
| 018  | Medical Specialist II           | \$300.00                          |
| 019  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 020  | Psychiatrist I                  | \$174.00                          |
| 021  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 015  | Medical Consultant              | \$125.00                          |
| 016  | Medical Director                | \$150.00                          |
| 017  | Medical Specialist I            | \$162.00                          |
| 018  | Medical Specialist II           | \$195.00                          |
| 019  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 020  | Psychiatrist I                  | \$195.00                          |
| 021  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |



**GREATER KANSAS CITY REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 015  | Medical Consultant              | \$166.00                          |
| 016  | Medical Director                | \$181.00                          |
| 017  | Medical Specialist I            | \$166.00                          |
| 018  | Medical Specialist II           | \$171.00                          |
| 019  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 020  | Psychiatrist I                  | \$183.00                          |
| 021  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 015  | Medical Consultant              | \$113.30                          |
| 016  | Medical Director                | \$184.37                          |
| 017  | Medical Specialist I            | \$118.45                          |
| 018  | Medical Specialist II           | \$122.57                          |
| 019  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 020  | Psychiatrist I                  | \$175.18                          |
| 021  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

**CENTRAL REGION PRICING**

(C/S Code: 94959)

Central Region – Audrain, Benton, Boone, Callaway, Camden, Carroll, Chariton, Cole, Cooper, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, Randolph, and Saline counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 027  | Psychiatrist I                  | \$170.00                          |
| 028  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 022  | Medical Consultant              | \$148.00                          |
| 023  | Medical Director                | \$167.00                          |
| 024  | Medical Specialist I            | \$211.00                          |
| 025  | Medical Specialist II           | \$300.00                          |
| 026  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 027  | Psychiatrist I                  | \$174.00                          |
| 028  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 022  | Medical Consultant              | \$125.00                          |
| 023  | Medical Director                | \$150.00                          |
| 024  | Medical Specialist I            | \$162.00                          |
| 025  | Medical Specialist II           | \$195.00                          |
| 026  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 027  | Psychiatrist I                  | \$195.00                          |
| 028  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

**CENTRAL REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 022  | Medical Consultant              | \$166.00                          |
| 023  | Medical Director                | \$181.00                          |
| 024  | Medical Specialist I            | \$166.00                          |
| 025  | Medical Specialist II           | \$171.00                          |
| 026  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 027  | Psychiatrist I                  | \$183.00                          |
| 028  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 022  | Medical Consultant              | \$113.30                          |
| 023  | Medical Director                | \$184.37                          |
| 024  | Medical Specialist I            | \$118.45                          |
| 025  | Medical Specialist II           | \$122.57                          |
| 026  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 027  | Psychiatrist I                  | \$175.18                          |
| 028  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

## GREATER ST. LOUIS REGION PRICING

(C/S Code: 94959)

Greater St. Louis Region – Crawford, Franklin, Jefferson, Lincoln, Pike, St. Charles, St. Francois, Ste. Genevieve, St. Louis, Warren, and Washington counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 034  | Psychiatrist I                  | \$170.00                          |
| 035  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 029  | Medical Consultant              | \$148.00                          |
| 030  | Medical Director                | \$167.00                          |
| 031  | Medical Specialist I            | \$211.00                          |
| 032  | Medical Specialist II           | \$300.00                          |
| 033  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 034  | Psychiatrist I                  | \$174.00                          |
| 035  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 029  | Medical Consultant              | \$125.00                          |
| 030  | Medical Director                | \$150.00                          |
| 031  | Medical Specialist I            | \$162.00                          |
| 032  | Medical Specialist II           | \$195.00                          |
| 033  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 034  | Psychiatrist I                  | \$195.00                          |
| 035  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

**GREATER ST. LOUIS REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 029  | Medical Consultant              | \$166.00                          |
| 030  | Medical Director                | \$181.00                          |
| 031  | Medical Specialist I            | \$166.00                          |
| 032  | Medical Specialist II           | \$171.00                          |
| 033  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 034  | Psychiatrist I                  | \$183.00                          |
| 035  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 029  | Medical Consultant              | \$113.30                          |
| 030  | Medical Director                | \$184.37                          |
| 031  | Medical Specialist I            | \$118.45                          |
| 032  | Medical Specialist II           | \$122.57                          |
| 033  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 034  | Psychiatrist I                  | \$175.18                          |
| 035  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

**SOUTHEAST REGION PRICING**

*(C/S Code: 94959)*

Southeast Region – Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, Stoddard, and Wayne counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 041  | Psychiatrist I                  | \$170.00                          |
| 042  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 036  | Medical Consultant              | \$148.00                          |
| 037  | Medical Director                | \$167.00                          |
| 038  | Medical Specialist I            | \$211.00                          |
| 039  | Medical Specialist II           | \$300.00                          |
| 040  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 041  | Psychiatrist I                  | \$174.00                          |
| 042  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 036  | Medical Consultant              | \$125.00                          |
| 037  | Medical Director                | \$150.00                          |
| 038  | Medical Specialist I            | \$162.00                          |
| 039  | Medical Specialist II           | \$195.00                          |
| 040  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 041  | Psychiatrist I                  | \$195.00                          |
| 042  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

**SOUTHEAST REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 036  | Medical Consultant              | \$166.00                          |
| 037  | Medical Director                | \$181.00                          |
| 038  | Medical Specialist I            | \$166.00                          |
| 039  | Medical Specialist II           | \$171.00                          |
| 040  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 041  | Psychiatrist I                  | \$183.00                          |
| 042  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 036  | Medical Consultant              | \$113.30                          |
| 037  | Medical Director                | \$184.37                          |
| 038  | Medical Specialist I            | \$118.45                          |
| 039  | Medical Specialist II           | \$122.57                          |
| 040  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 041  | Psychiatrist I                  | \$175.18                          |
| 042  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

**SOUTHWEST REGION PRICING**

*(C/S Code: 94959)*

Southwest Region – Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Howell, Jasper, Lawrence, McDonald, Newton, Ozark, Polk, St. Clair, Stone, Taney, Texas, Vernon, Webster, and Wright counties

| <b>Contract C315013001 – FCS, INC.</b>                           |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 048  | Psychiatrist I                  | \$170.00                          |
| 049  | Psychiatrist II                 | \$175.00                          |
| 050  | One time hiring fee             | \$24,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |

| <b>Contract C315013002 – Jackson &amp; Coker Locum Tenens</b>    |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 043  | Medical Consultant              | \$148.00                          |
| 044  | Medical Director                | \$167.00                          |
| 045  | Medical Specialist I            | \$211.00                          |
| 046  | Medical Specialist II           | \$300.00                          |
| 047  | Physician                       | \$132.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 048  | Psychiatrist I                  | \$174.00                          |
| 049  | Psychiatrist II                 | \$185.00                          |
| 050  | One time hiring fee             | \$30,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | No fee after 365days              |

| <b>Contract C315013003 – Locum Tenens. Com, LLC</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 043  | Medical Consultant              | \$125.00                          |
| 044  | Medical Director                | \$150.00                          |
| 045  | Medical Specialist I            | \$162.00                          |
| 046  | Medical Specialist II           | \$195.00                          |
| 047  | Physician                       | \$120.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 048  | Psychiatrist I                  | \$195.00                          |
| 049  | Psychiatrist II                 | \$200.00                          |
| 050  | One time hiring fee             | \$32,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 365days                           |



**SOUTHWEST REGION PRICING, continued**

| <b>Contract C315013004 – Medical Doctor Associates, LLC</b>      |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 043  | Medical Consultant              | \$166.00                          |
| 044  | Medical Director                | \$181.00                          |
| 045  | Medical Specialist I            | \$166.00                          |
| 046  | Medical Specialist II           | \$171.00                          |
| 047  | Physician                       | \$155.00                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 048  | Psychiatrist I                  | \$183.00                          |
| 049  | Psychiatrist II                 | \$193.00                          |
| 050  | One time hiring fee             | \$28,000.00                       |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 730 Days                          |

| <b>Contract C315013005 – Rhino Medical Services</b>              |                                 |                                   |
|--|---------------------------------|-----------------------------------|
| <b>Line Item</b>   | <b>Personnel Classification</b> | <b>Firm, Fixed Price per Hour</b> |
| <b><i>Medical Classifications</i></b>                            |                                 |                                   |
| 043  | Medical Consultant              | \$113.30                          |
| 044  | Medical Director                | \$184.37                          |
| 045  | Medical Specialist I            | \$118.45                          |
| 046  | Medical Specialist II           | \$122.57                          |
| 047  | Physician                       | \$139.05                          |
| <b><i>Psychiatric Classifications</i></b>                        |                                 |                                   |
| 048  | Psychiatrist I                  | \$175.18                          |
| 049  | Psychiatrist II                 | \$180.18                          |
| 050  | One time hiring fee             | \$5,000.00                        |
| Hiring Fee - Number of Calendar Days Following Initial Placement |                                 | 150days                           |

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide medical personnel to provide temporary medical services for any state agency within the State of Missouri, in accordance with the provisions and requirements stated herein.
  - a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of the Missouri State Government. The various sections, bureaus, offices, programs, boards, etc. that may exist within a division shall be considered part of that state agency.
- 1.1.2 The contractor shall provide medical personnel to provide temporary medical services for the regions identified on Attachment 1. Each specified region shall include all counties specified therein.
- 1.1.3 The contractor shall perform all temporary medical services to the sole satisfaction of the utilizing state agency.
- 1.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 1.1.5 The contractor shall provide temporary medical 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 temporary medical services elsewhere.
- 1.1.6 Cooperative Procurement Program – The contractors which have indicated agreement with participation in the Cooperative Procurement Program are indicated on the cover page. The contractor shall provide temporary medical services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

### **1.2 Scheduling Requirements:**

- 1.2.1 The contractor shall provide medical personnel for the medical personnel classification requested anytime of the day, any day of the week, and at a place designed by the utilizing state agency.
  - a. The State of Missouri anticipates that the majority of temporary medical services shall be required between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
  - b. The contractor shall agree and understand that the specific dates and times that temporary medical personnel shall provide services shall be mutually agreed upon by the contractor and the state agency utilizing the contract. In the event of an unresolved dispute, the decision of the state agency utilizing the contract shall be final and without recourse.
  - c. The contractor shall not be required to provide medical personnel to provide medical services on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas, unless requested by the state agency utilizing the contract and agreeable to the contractor.
  - d. The contractor shall not provide medical personnel in excess of forty (40) hours per week, unless requested and approved by the utilizing state agency and approved by the contractor.

### **1.3 Medical Personnel Requirements:**

1.3.1 The contractor's medical personnel must possess the (1) knowledge, skills, and abilities, (2) experience and education qualifications, and (3) necessary special qualifications, as applicable and as specified on the following website for each medical personnel classification. However, the Psychiatrist I and Psychiatrist II personnel classifications must possess the (1) knowledge, skills, and abilities, (2) experience and education qualifications, and (3) necessary special qualifications, as applicable and as detailed on Attachment 2, and as requested by the state agency.

<http://content.oa.mo.gov/personnel/classification-specifications/>

1.3.2 If requested by a state agency, the contractor shall submit a copy of the license for all medical personnel utilized by the state agency under the contract.

1.3.3 The contractor's medical personnel shall be subject to the rules, regulations, and policies of the state agency utilizing the contract.

1.3.4 The contractor's medical personnel must meet the approval of the state agency utilizing the contract.

- a. Upon request by a utilizing state agency, the contractor shall replace any medical personnel with whom the utilizing state agency is not satisfied.
- b. Upon request by a utilizing state agency, the contractor shall provide resumes and references for the contractor's medical personnel. The utilizing state agency reserves the right to conduct interviews with selected contractor medical personnel after the review of such information.
- c. The utilizing state agency reserves the right to reject any or all medical personnel selected by the contractor for the provision of temporary medical services under the contract as unacceptable. The utilizing state agency shall provide the contractor with justification for each rejection.

1.3.5 Upon request by a utilizing state agency, the contractor's medical personnel shall provide temporary medical services between state agency facilities if all facilities comprise one (1) network within a utilizing state agency.

- a. For example, the Eastern Missouri Psychiatric Hospital System is comprised of the three (3) following facilities which are operated by the Missouri Department of Mental Health (DMH), Division of Comprehensive Psychiatric Services.
  - 1) The Hawthorne Children's Psychiatric Hospital (HCPH) located at 1901 Pennsylvania Avenue, St. Louis, MO 63133.
  - 2) The Metropolitan St. Louis Psychiatric Center (MPC) located at 5351 Delmar Street, St. Louis, MO 63112.
  - 3) The St. Louis Psychiatric Rehabilitation Center (SLPRC) located at 5300 Arsenal, St. Louis, MO 63139.

1.3.6 Upon request by a utilizing state agency, the contractor shall provide verification of a successful background security clearance from the Missouri State Highway Patrol for all medical personnel that will provide services, prior to the provision of services under the contract.

- a. The contractor shall be responsible for the costs of all background security clearances.

1.3.7 Identification of Debarred Individuals or Excluded Providers – The contractor shall exclude the medical personnel that meet any of the exclusion criteria specified below. The state agency shall conduct a periodic review to determine if appropriate exclusions have occurred.

- a. Have failed to renew their license or certification registration or have had their professional license or certification revoked.

- b. Have been terminated by a state agency.
- c. Have been convicted of fraud or abuse.
- d. Have been identified as having Office of Inspector General (OIG) sanctions. The contractor can access OIG sanction information on the internet at <http://exclusions.oig.hhs.gov> and shall maintain documentation of verification of OIG sanctions.
- e. Are excluded from participating in procurements where federal funds are involved. The contractor can access the list of parties excluded from federal procurement and non-procurement programs on the internet at <https://www.sam.gov/portal/public/SAM/> and shall maintain documentation of verification of the review.

#### **1.4 Medical Personnel Performance Requirements:**

- 1.4.1 When medical personnel are requested by a state agency, the state agency shall specify the requirements for the temporary medical services needed, including, but not limited to (1) the personnel classification needed, (2) an explanation of the duties, responsibilities, and qualifications required of the requested medical personnel, (3) the location where the temporary medical services are required, (4) the work days and work hours anticipated for the requested medical personnel, (5) the anticipated duration of the temporary medical services, and (6) the number of medical personnel required.
- a. In the event the contractor disputes the medical personnel classification requested by a state agency based on the contractor's understanding of the duties, responsibilities, and qualifications required of the medical personnel, the contractor shall (1) notify the state agency requesting medical personnel of such, (2) explain the contractor's reasoning, and (3) recommend the appropriate medical personnel classification. However, after the contractor provides such explanation and in the event of a continued dispute between the contractor and a state agency, the contractor shall agree and understand that the state agency's determination of the appropriate medical personnel classification shall be final and without recourse.
  - b. In the event the contractor cannot (1) provide the requested medical personnel in accordance with the state agency's needs or (2) if medical personnel are not available in accordance with the schedule required by the state agency utilizing the contract, the contractor must indicate to the state agency if the contractor cannot provide the requested medical personnel in accordance with the state agency's needs. The contractor shall make every effort to meet the needs of the state agency utilizing the contract and to provide medical personnel in accordance with the requirements herein. The state agency utilizing the contract shall document each instance of the contractor's inability to provide temporary medical services. In the event the contractor is unable to perform temporary medical services on a consistent basis as determined by the Division of Purchasing and Materials Management, the contractor may be in breach of contract and subject to the remedies hereto, including cancellation of the contractor's contract.
- 1.4.2 The contractor shall not allow any of the contractor's medical personnel to provide more than one thousand and forty (1040) hours of temporary medical service in a twelve (12) consecutive month period. The one thousand and forty (1040) hour limitation shall be considered a limitation on the total of all the temporary medical services individual medical personnel can provide in a twelve (12) consecutive month period for all state agencies utilizing the contract.

#### **1.5 State Agency Requirements:**

- 1.5.1 In the event multiple contracts exist for a particular region, the state agency shall utilize the temporary medical services of the lowest priced contractor for the required personnel classification. In the event the lowest priced contractor is unable to provide the requested temporary medical services due to unavailability of qualified personnel or the determination of the state agency of unacceptable personnel, the utilizing state agency shall contact the next lowest priced contractor.
- a. In the event none of the contractors for a particular region can provide the requested temporary medical services or in the event a contract does not exist for a particular region, the state agency requesting services may obtain the necessary temporary medical services from another source, including a contractor from a

neighboring region. The state agency requesting services should identify the neighboring region with the lowest prices for temporary medical services and should contact the lowest priced contractor in that region for services.

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

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

1.5.3 The state agency utilizing the contract shall attempt to provide at least two (2) working days notice to the contractor of a cancellation of temporary medical services.

1.5.4 The state agency utilizing the contract shall provide all necessary supplies, equipment, and a work area for the contractor's personnel.

1.5.5 The state agency utilizing the contract shall not provide leased, owned, or rented vehicles or any other means of transportation to the contractor for use by the contractor's personnel.

## **1.6 Contractor Reporting Requirements:**

1.6.1 By the fifteenth (15<sup>th</sup>) day of each quarter (March, June, September, and December), the contractor shall submit a usage report to the Division of Purchasing and Materials Management detailing the temporary medical services provided for each state agency that utilized the contract during the previous quarter.

a. At a minimum, the usage report must contain the following information:

- 1) The utilizing state agency(ies) name.
- 2) The name and classification of the medical personnel provided by the contractor.
- 3) The facility name and the region(s) in which medical personnel were provided in.
- 4) The firm, fixed price per hour for the medical personnel provided.
- 5) The hours worked and dates temporary medical services were provided.

b. In addition, the contractor shall submit the usage report to any utilizing state agency requesting such. The contractor shall only submit the part of the usage report detailing the specific temporary medical services provided to the requesting state agency.

c. The usage reports shall be submitted electronically, in an analysis-ready format such as Microsoft Excel or Microsoft Access. Reports submitted in PDF or a similar format shall be considered unacceptable.

1.6.2 The contractor shall develop and submit ad hoc reports as required or requested by the Division of Purchasing and Materials Management or any state agency utilizing the contract, at no additional cost to the utilizing state agency.

a. The ad hoc reports shall be submitted electronically, in an analysis-ready format such as Microsoft Excel or Microsoft Access. Reports submitted in PDF or a similar format shall be considered unacceptable.

## **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 of Missouri 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 Invoicing – The contractor shall submit an itemized weekly or monthly invoice to each state agency utilizing the temporary medical services contract for actual temporary medical services provided. The invoice shall include the following:

- a. The name and classification of the contractor's personnel;
- b. The dates, times, and the total number of hours of temporary medical services provided; and
- c. The location where temporary medical services were provided.

1.7.3 Payments – Each state agency utilizing the contractor's temporary medical services shall pay the contractor in accordance with the applicable firm, fixed price per region stated on the Pricing Pages for each hour of temporary medical service actually provided.

- a. In the event a utilizing state agency fails to provide two (2) working days notice of cancellation of requested temporary medical services, the utilizing state agency shall pay the contractor for two (2) hours of temporary medical service.
- b. In the event less than two (2) hours of temporary medical service is requested, the utilizing state agency shall pay the contractor for two (2) hours of temporary medical service.
- c. In the event fewer hours of temporary medical services are provided by the contractor than originally requested by a utilizing state agency, the contractor shall be paid as follows:
  - 1) If eight (8) hours or less of temporary medical services are requested by a utilizing state agency and provided by the contractor, the contractor shall be paid for the actual amount of temporary medical services requested.
  - 2) If more than eight (8) hours of temporary medical services are requested by a utilizing state agency, but eight (8) or less hours of temporary medical services are provided by the contractor, the contractor shall be paid for eight (8) hours of temporary medical services.
- d. If more than eight (8) hours of temporary medical services are provided by the contractor, the contractor shall be paid for the actual number of hours of temporary medical services provided.
- e. The contractor shall understand that each state agency utilizing the contract shall be responsible for the payment of temporary medical services provided to that utilizing state agency only.
- f. In the event a utilizing state agency requests an interview(s) prior to selecting the contractor's medical personnel for the provision of temporary medical services under the contract, the utilizing state agency shall pay the contractor for the actual time of the interview(s) for each of the contractor's medical personnel. The contractor shall be paid for their medical personnel's actual interview time in accordance with the applicable firm, fixed price per hour, per region as specified on the Pricing Pages of the contractor's awarded proposal for the applicable medical personnel classification for which the contractor's medical personnel is being interviewed.
- g. In the event a utilizing state agency employs a contractor's medical personnel prior to the expiration of the number of calendar days following the initial placement of the contractor's medical personnel for which a hiring fee is applicable as specified in the Pricing Pages, the utilizing state agency shall pay the contractor in accordance with the firm, fixed hiring fee specified on the Pricing Pages.
- h. Travel reimbursement – The contractor shall be reimbursed as specified below for travel expenses incurred within the geographic boundaries of the State of Missouri when required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor must obtain the written approval of the state agency prior to incurring any travel expenses. The contractor must provide the state

agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.

- 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: <http://content.ia.mo.gov/accounting/state-employees/travel-portal-information/mileage>.
- 2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://content.ia.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>. If contractor’s lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.
- 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at <http://content.ia.mo.gov/travel-portal> by clicking on the “State Meals Per Diem Rates and Information” link.
- 4) Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
- 5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses.
  - The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.

1.7.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

1.7.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

1.7.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

1.7.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

1.7.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

## **1.8 Other Contractual Requirements:**

1.8.1 Contract – A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials



Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

1.8.2 Contract Period – The original contract period shall be as stated on the Notice of Award. 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. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.8.5 Contractor Liability – The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.



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

1.8.6 Insurance – The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

- a. Written evidence of the insurance shall be provided by the contractor to the state agency prior to the provision of services under the contract. 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 for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- b. In the event the insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

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 shall not henceforth be in such violation.

- 2) 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 employ 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 (25%) 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 Contractor Status – The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.8.11 Coordination – The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made

available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

1.8.12 Property of State – All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.8.13 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.

**1.9 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 Applicable Laws and Regulations – 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 – OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- b. Cost Principles:
  - 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
  - 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
  - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
  - 4) 48 CFR 31.2 – For-Profit Organizations; and
  - 5) 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 funds 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 funds;
- 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 OMB 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 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>
- 1.9.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 1.9.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 1.9.12 Contractor Whistleblower Protections:
  - a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
  - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
  - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 1.9.13 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 contractor shall agree and understand that some of the state agencies that may utilize the contractor’s services are subject to and must comply with the 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. If services are performed for such state agency, the state agency and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of such state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor agrees 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) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - 4) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
  - 5) “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.
  - 6) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - 7) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - 8) “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).
  - 9) “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.

- 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (a) Except as provided in paragraph (b) 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.
    - (b) 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.
  - 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - 13) "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, as well as the 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) and all regulations promulgated pursuant to authority granted therein.
  - 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). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

#### 1.10.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. 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.
- c. 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.
- d. 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.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

#### 1.10.3 Obligations and Activities 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 administrative, physical and technical 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 and subcontractors, if applicable;
  - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - 5) 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 use appropriate 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 and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after 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 HIPAA Rules and the contract.
- 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 the breach, the information compromised by the breach, and 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 required 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.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

#### 1.10.4 Obligations of the State Agency:

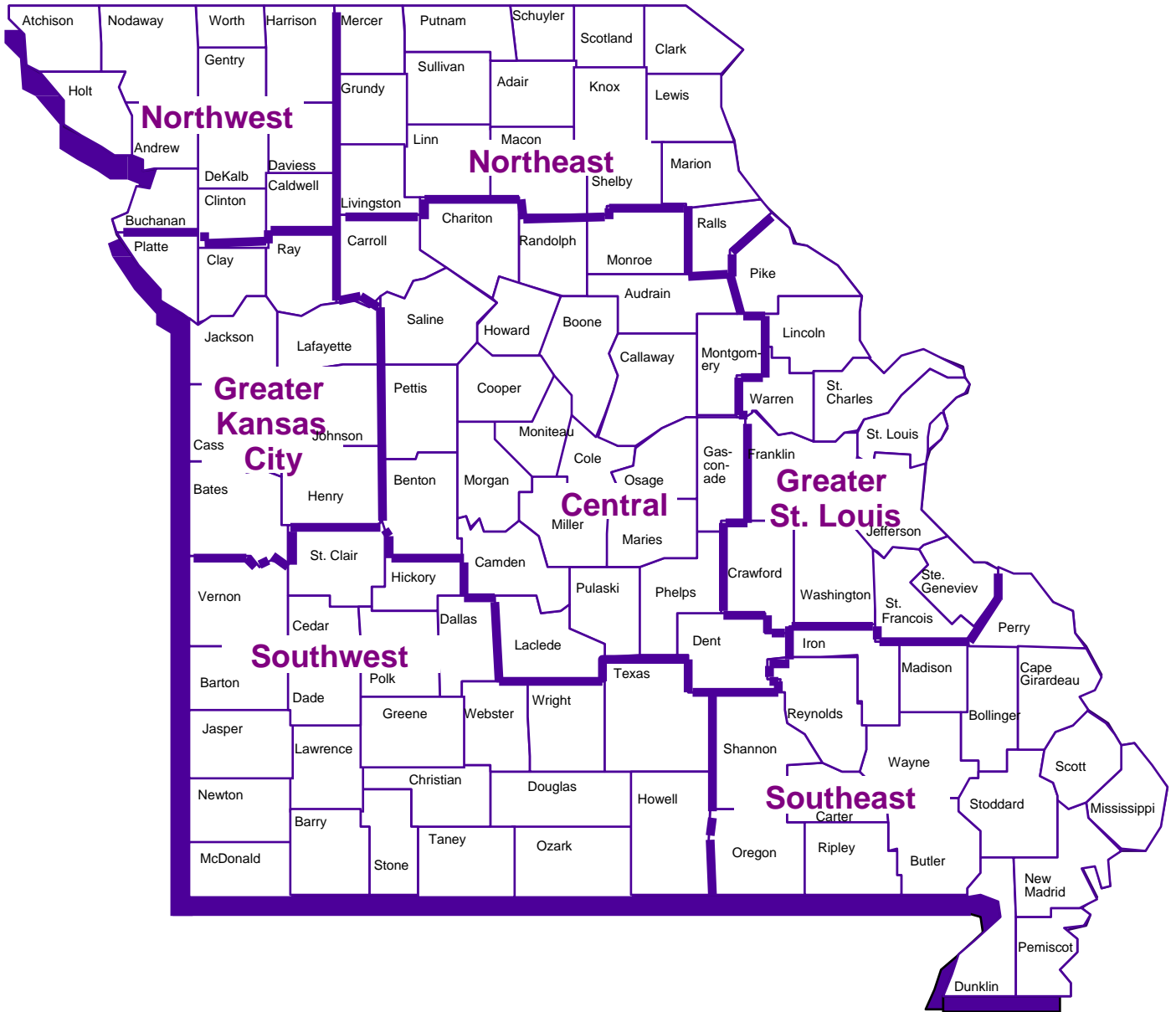
- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify 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 agrees 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



# ATTACHMENT 2

## PSYCHIATRIST I

### DEFINITION

This is responsible professional medical work as a Psychiatrist in a state facility or community based program providing psychiatric services.

An employee in this class is responsible for providing psychiatric services in the diagnosis and treatment of mentally ill or emotionally disturbed patients and clients. Work includes conducting psychiatric examinations, diagnosing mental abnormalities, prescribing courses of treatment and evaluating patient or client progress. The employee also conducts psychiatric treatment, directs the work of other treatment staff and participates in the development of interdisciplinary treatment plans. Supervision is received from a Medical Director or other designated superior.

**Any one position may not involve all of the specified duties or knowledge, skills and abilities, nor are the listed examples exhaustive.**

### EXAMPLES OF WORK

Serves as an interdisciplinary team leader or psychiatrist member in mental health programs or services in such areas as community clinics, community placement programs, or inpatient and outpatient services involving receiving, intensive care and day treatment units.

Conducts psychiatric diagnostic and treatment clinics in mental health facilities.

Examines patients or clients, diagnoses illnesses, prescribes courses of treatment and participates in psychiatric treatment programs.

Prescribes and conducts psychiatric treatment for patients or clients including chemotherapy, psychotherapy, electroconvulsive therapy and other related therapies.

Makes ward rounds and reviews the diagnosis, treatment and condition of patients and participates in clinical and ward consultation with members of the hospital medical staff.

Reviews and evaluates psychiatric programs in general and specific areas to determine the need and effectiveness of the program and makes recommendations for corrective action.

Evaluates patients or clients for involuntary hospitalization, guardianship/conservatorship and criminal proceedings; verifies petition for involuntary hospitalizations; and serves as a mental health professional in various legal processes involving the mentally ill.

Addresses professional and lay groups to explain the purposes, operating procedures and problems of mental health programs.

Keeps records according to facility and department policies and applicable accreditation and certification requirements.

Performs other related work as assigned.

## **KNOWLEDGE, SKILLS AND ABILITIES**

Considerable knowledge of the principles, techniques and practices of psychiatry.

Considerable knowledge of the methods and procedures used in diagnosing and treating a variety of psychiatric disorders.

Considerable knowledge of the current trends and developments in the field of psychiatry and public mental health programs.

Working knowledge of legal, accreditation and certification requirements for psychiatric practice and documentation.

Working knowledge of current social and economic problems as they relate to general and psychiatric program planning.

Ability to make accurate diagnoses of psychiatric problems and to select and apply appropriate methods of treatment.

Ability to analyze and evaluate the practices, techniques and treatment procedures employed in psychiatry for need and effectiveness.

Ability to maintain effective working relationships with patients and their family members, employees, and mental health professionals.

## **EXPERIENCE AND EDUCATION QUALIFICATIONS**

**(The following entrance requirements are used to admit or reject applicants for merit system examinations, or may be used to evaluate applicants for employment in positions not requiring selection from merit system registers. When applicable, equivalent substitution will be allowed for deficiencies in experience or education.)**

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

OR

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

## **NECESSARY SPECIAL QUALIFICATION**

Ability to secure a license to practice medicine in the State of Missouri.

## **SPECIAL NOTE**

Medical training/residencies in psychiatry acquired in foreign countries will be accepted on an individual basis, subject to determination that such training is comparable to that required by an appropriate American specialty board.

(Eff.12/1/84)

## PSYCHIATRIST II

### DEFINITION

This is advanced professional medical work as a psychiatrist involving responsibility for complex diagnostic, evaluation and treatment functions in a state facility or community based program providing psychiatric services.

An employee in this class is responsible for providing a variety of complex psychiatric services in the diagnosis and treatment of mentally ill or emotionally disturbed patients or clients. Work includes conducting psychiatric examinations, diagnosing mental abnormalities, prescribing courses of treatment and evaluating patient or client progress. The employee also conducts psychiatric treatment, directs the work of other treatment staff and participates in the development of interdisciplinary treatment plans. Work may be distinguished from that of a Psychiatrist I primarily by the degree of independence afforded the employee, by the level of professional skill and competence achieved and by the variety of complex cases which may be assigned. General supervision is received from a Medical Director or other designated superior.

**Any one position may not involve all of the specified duties or knowledge, skills and abilities, nor are the listed examples exhaustive.**

### EXAMPLES OF WORK

Serves as an interdisciplinary team leader or psychiatrist member and may assist in administering mental health programs or services in such areas as community clinics, community placement programs, or inpatient and outpatient services involving receiving, intensive care and day treatment units.

Conducts psychiatric diagnostic and treatment clinics in mental health facilities.

Examines patients or clients, diagnoses illnesses, prescribes courses of treatment and participates in varied and complex treatment programs.

Prescribes and conducts varied and complex treatment for patients or clients including chemotherapy, psychotherapy, electroconvulsive therapy and other related therapies.

Reviews diagnoses, evaluations and treatment plans of varied and complex cases assigned to other psychiatrists in order to provide advice and consultation.

Reviews and evaluates psychiatric programs in general and specific areas to determine the need and effectiveness of the program and recommends corrective actions.

Evaluates patients or clients for involuntary hospitalizations, guardianships/conservatorship and criminal proceedings; verifies petitions for involuntary hospitalizations; and serves as a mental health professional in various and complex legal processes involving the mentally ill.

Consults with mental health program administrators and staff, fiscal agents, physicians, medical providers and public agencies and organizations on the interpretation and application of mental health Medicaid procedures and policies concerning admissions, duration of stay, utilization and appropriateness of mental health services.

Attends and participates in conferences, conventions and workshops in order to evaluate, develop and improve mental health programs.

Performs other related work as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Thorough knowledge of the principles, techniques and practices of psychiatry.

Thorough knowledge of the methods and procedures used in diagnosing and treating a variety of psychiatric disorders.

Thorough knowledge of current trends and developments in the field of psychiatry and public mental health programs.

Thorough knowledge of legal, accreditation and certification requirements for psychiatric practice and documentation.

Considerable knowledge of current social and economic problems as they relate to general and psychiatric program planning.

Ability to make accurate diagnoses of complex psychiatric problems and to select and apply a variety of treatment methods.

Ability to analyze and evaluate the practice, techniques and treatment procedures employed in psychiatry for need and effectiveness.

Ability to maintain effective working relationships with patients and their family members, employees, and mental health professionals.

### **EXPERIENCE AND EDUCATION QUALIFICATIONS**

**(The following entrance requirements are used to admit or reject applicants for merit system examinations, or may be used to evaluate applicants for employment in positions not requiring selection from merit system registers. When applicable, equivalent substitution will be allowed for deficiencies in experience or education.)**

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

OR

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

**NECESSARY SPECIAL QUALIFICATION**

Ability to secure a license to practice medicine in the State of Missouri.

**SPECIAL NOTE**

Medical training/residencies in psychiatry acquired in foreign countries will be accepted on an individual basis, subject to determination that such training is comparable to that required by an appropriate American specialty board.

(Eff. 12/1/84)