



Kevin Keith, Director

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Modified:

**REQUEST FOR PROPOSALS
MANAGED CARE AND PPO NETWORK FOR WORKERS COMPENSATION
SERVICES
RFP 6-120501LK
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., May 1, 2012.

Accompanying documentation as requested by this RFP, should not exceed fifty (50) 8 1/2" x 11" pages in length.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

(1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

GENERAL DESCRIPTION AND BACKGROUND

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide a preferred provider network (PPO) of medical providers for treatment of work related injuries and/or care management for the Missouri Highway and Transportation Commission Self-Insurance Plan, which covers employees of the Missouri Department of Transportation, hereinafter called "MoDOT", executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System and the Missouri State Highway Patrol. The managed care organization will hereinafter be referred to as "offeror". **MHTC RESERVES THE RIGHT TO CONTRACT SEPARTELY FOR A PPO NETWORK AND CASE MANAGEMENT SERVICES.**
- (B) **Background:** History and Authority of Missouri Highways and Transportation Commission

MHTC was established in 1921 by the legislature as the successor to the old State Highway Board. MHTC was given the responsibility and authority to construct the designated state highway system. January 1, 1980, the Department of Highways was merged with the Department of Transportation by constitutional amendment and the Highway Commission became the Highways and Transportation Commission and assumed all responsibility for approximately 32,000 miles of state highways. These include the highways generally referred to as the interstate system, the federal marked routes, state routes and the supplementary routes, commonly referred to as farm-to-market roads. A major component of MHTC's operations involves the construction and maintenance of the state highway system. All funds available for the construction and maintenance of the highway system come from highway user taxes.

MHTC has over 5,000 employees engaged in the various areas related to the construction and maintenance of the state highway system.

History and Authority of Missouri State Highway Patrol

The Missouri State Highway Patrol was created in 1931 by an act of the 56th Missouri General Assembly, during the tenure of Governor Henry S. Caulfield. The authorized strength of the Patrol was established at 125 officers and patrolmen. The primary responsibility of the Missouri State Highway Patrol is to enforce the traffic laws of Missouri and to promote safety on its approximately 32,000 miles of state-maintained highways. The State is divided into nine troops, geographically, and each troop is commanded by a Captain. Each troop is divided into zones, which are each under the supervision of a sergeant. The department now has force of 1,100 uniformed officers and 1,100 support personnel. On July 1, 1974, the Missouri State Highway Patrol became an agency under the Department of Public Safety. This was done in accordance with the Omnibus State Reorganization Act of 1974.

The Highway Patrol, while primarily created to enforce traffic laws, is a full service police agency. This agency investigates crimes any place in the State as well as provides full laboratory service for criminal analysis. It also is the repository for all criminal arrest records and traffic records, as well as maintaining the Missouri Uniform Law Enforcement Communications System, which includes a teleprocessing terminal in city, county, state and federal agencies in Missouri. Additional responsibilities include administration of the Drivers Licensing, Motor Vehicle Inspection, and Commercial Vehicle Enforcement programs.

Workers' Compensation Insurance History:

Prior to January 1, 1987, MHTC purchased commercial workers' compensation insurance to cover employees' work related injuries.

Section 226.160 RSMo. authorizes MHTC to establish a self-insurance plan pursuant to the provisions of Chapter 287 RSMo. for workers' compensation for employees of MHTC and Missouri State Highway Patrol. Among other things, the statute provides for MHTC to annually determine the amount of contribution required to pay claims for workers' compensation losses and authorize MHTC to contract for excess insurance coverage as deemed appropriate.

By the authority of Section 226.160 RSMo. MHTC's workers' compensation self-insurance plan was initiated January 1, 1987. Responsibility for the self-insurance plan is vested with the Office of Risk & Benefits Management and MHTC. The Workers' Compensation Claims Administration was brought in-house as of January 1, 1995.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The successful offeror shall start July 1, 2012 through June 30, 2013.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

(F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or Leann.Kotwitz@modot.mo.gov (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, April 16, 2012**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.org/business/contractor_resources/gc_bidding/CO/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on April 20, 2012.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

(G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 3:30 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	March 20, 2012	10:00 am
Deadline for Written Comments	March 30, 2012	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	April 6, 2012	3:00 pm
Deadline for Submitting a Proposal	May 1, 2012	2:00 pm
Recommendation of Award	May 17, 2012	2:00 pm
Notification to Non-Awarded Vendors	June 1, 2012	2:00 pm
Contract Effective Date	July 1, 2012	8:00 am

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:
Provide a preferred provider network (PPO) of medical providers for treatment of work related injuries and/or care management for the Missouri Highway and Transportation Commission Self-Insurance Plan, which covers employees of the Missouri Department of Transportation, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System, and the Missouri State Highway Patrol.
- (B) **Specific Requirements:** The Offeror shall provide a Preferred Provider Organization (PPO) network of hospitals, physicians, physical therapists and other medical services providing workers' compensation medical evaluations, disability determination, to include disability rating examinations and work related injury/illness treatment to Missouri Department of Transportation and Missouri State Highway Patrol employees, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System, referred to herein as MHTC. **MHTC RESERVES THE RIGHT TO CONTRACT SEPARATELY FOR A PPO NETWORK AND CASE MANAGEMENT SERVICES.**

The Offeror shall coordinate its services with the MHTC's Office of Risk & Benefits Management.

The Offeror must cooperate in periodic and/or random audits which may be required and authorized by MHTC, the State Auditor's Office, or any other party authorized by MHTC. The Offeror will be given reasonable notification (at least one week before the audit). The Offeror shall participate in audits at no additional charge to MHTC.

The Offeror shall agree and understand that MHTC intends to assign treatment of injured employees to providers which are members of the Offeror's PPO network whenever such assignment is in the best interest of the State of Missouri and the injured employee. However, the Offeror shall agree and understand that MHTC shall make the final decision regarding the choice of medical providers, and that such decisions shall be final and without recourse.

The Offeror shall assist MHTC in informing the PPO providers of the policies, procedures and documentation requirements of MHTC.

The Offeror must monitor the quality of care provided throughout the PPO network and must take necessary steps when inappropriate care is identified.

The Offeror shall follow established guidelines and procedures and use customized

forms, as developed by Offeror and/or MHTC. Such guidelines and procedures shall include, but not be limited to:

- Specified hours of availability for treatment.
- Same day treatment for workers' compensation, injuries/illnesses, when necessary.
- Uniform reporting of injuries/illnesses, including, but not limited to, Surgeon Report and typed progress notes, submitted to MHTC, in a timely manner.
- Authorization for treatment of all injuries from initial treatment to specialist referrals.
- Any other form of communication as deemed beneficial by MHTC/Offeror.

Providers should be either board certified/board eligible or have at least three years of experience in treatment of workers' compensation injuries/illnesses.

Providers should provide an approach to evaluate the direction and maintain the care of treatment, including referrals to specialists.

Physicians shall coordinate care for initial treatment through determination of Maximum Medical Improvement (MMI) and/or return to work.

The Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management.

Except to the extent necessary or appropriate for Offeror to provide the services contemplated by the contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against any claim or right, Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement, without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management. MHTC acknowledges and agrees to retain in confidence, and to not disclose to third parties, any and all confidential and proprietary information of the Offeror that MHTC receives in connection with this contract, except to the extent necessary or appropriate for MHTC to pay claims for services provided in connection with this contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against or assert any claim or right.

MHTC shall pay or arrange for payment of each valid claim received from Offeror

within the thirty (30) day period following the later of (i) the date on which the claim is received, or (ii) the date on which all payment issues relating to the claim are resolved.

(C) Service Requirements:

1. The Offeror must provide an integrated PPO network of hospitals and physicians with facilities and serve at a minimum, within MHTC's districts and State Highway Patrol troops.
2. The Offeror shall furnish to Risk & Benefits Management (RB), a directory of providers in the network including physicians, rehabilitative services, and hospitals, identified by name, geographic area and specialty.
3. Upon request, the Offeror shall furnish to RB a copy of the PPO network contract in force between the MCO and the medical providers.
4. All medical providers in the Offeror's PPO network shall be specialists in treatment and evaluation of occupational injuries/illnesses. Such networks shall include, but not be limited to, orthopedic specialists (hand, back, shoulder, etc.), neurosurgeons, physical/occupational therapists, and physicians proficient in providing Independent Medical Evaluations (IME) and MMI. The Offeror and MHTC shall cooperate with each other in instructing medical care providers to call RB for authorization of services, provide follow-up appointments, and referrals.
5. The Offeror must provide an automated means of interfacing with RB. The Offeror's electronic interface must include, at a minimum, the ability to identify the injured employee's name, social security number, date and nature of injury, and authorization of service for referral by provider, by district or troop.
6. Medical Director: A board certified occupational health physician shall provide overall oversight to the program to include providing treatment protocols, determining individual medical treatment appropriateness, and network medical provider compliance.
7. Medical providers identified to provide treatment for serious injuries, i.e. trauma centers, should be able to provide drug and alcohol testing in accordance with Department of Health and Human Services (DHHS) guidelines for U.S. Department of Transportation (DOT) required testing.

(D) Utilization Management: Offeror shall provide a utilization management program to include the following:

1. Offeror shall receive itemized billing from participating medical care providers for authorized services rendered to covered employees of the Missouri Department of Transportation, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees'

Retirement System and of the Missouri State Highway Patrol.

2. Offeror shall perform invoice re-pricing to apply discounts and conduct utilization review of medical services provided in compliance with the agreements in place with participating medical care providers and MHTC. Utilization review shall include billing reviews and a review of the reasonableness of charges and medical procedures associated with diagnosis. Such review shall also consider unbundling and other creative billing procedures. Re-pricing shall be done electronically and submitted to RB.
3. Offeror must ensure through contractual means or otherwise that participating providers in the proposed PPO network do not arbitrarily inflate their billings under the PPO agreement above the provider's prevailing charges for similar services to non-PPO patients or above what is deemed usual, customary, and reasonable for similar providers and services in the providers geographic area. Provisions for special medical bills audits shall be made available to RB.
4. Offeror shall attach a repricing document to each original invoice and forward to RB the original documents with one duplicate set within the standards of 96% of clean claims being processed in four (4) working days and of 98% of all claims being processed in seven (7) working days.
5. Offeror shall assist RB in obtaining necessary medical documentation from PPO providers and shall submit all documentation received to RB within three (3) working days.
6. Offeror shall also provide RB with a report providing relevant information from submitted invoices as determined by RB, at no additional charge. Offeror shall fully cooperate with MHTC's health insurance plan for reimbursement of erroneous payments of workers' compensation claims.
7. Offeror must continue to perform a good faith effort in PPO negotiations with hospitals and physicians in those districts and troops as specified in Attachments B & C, for which PPO network is not yet complete.
8. Offeror should submit quarterly progress reports to RB documenting the actions, which have taken place. Such progress reports must itemize the actions by district or troop.
9. Offeror must negotiate rates with hospitals and physicians and may also negotiate with surgical centers for hospital outpatient fee schedules.

(E) Disability Management: The Offeror shall provide a disability management program which shall manage the costs of disability through aggressive coordination of medical

care, focusing on appropriate return to work and productivity. The Offeror shall provide to MHTC a disability management program to include, but not be limited to:

1. Early return to work by emphasizing the positive capabilities of employees through temporary modified duty.
2. Aggressive rehabilitative therapy programs as outlined in established treatment protocols.
3. The disability management program shall be coordinated with all other disability programs provided by Highways and Transportation Employees' and Highway Patrol Retirement System under section 104.110 RSMo.

MHTC's temporary modified duty policy is included in this RFP as Attachment A.

(F) Treatment Protocols: The Offeror shall provide clinical guidelines developed by medical specialists that help direct the type and amount of treatment rendered. Offeror shall provide and coordinate with MHTC according to industry standards, implementation of medical treatment protocols for the most common injuries suffered as work-related injuries:

- Back Injuries
 - Shoulder Injuries
 - Hand/Wrist Injuries/Syndromes
 - Knee Injuries
 - Eye Injuries
 - Loss of Hearing
1. The Offeror shall ensure compliance of all medical providers in the PPO with established treatment protocols.
 2. Both the Offeror and MHTC shall review treatment protocols periodically for effectiveness and accuracy and compare to industry standards.

(G) Case Management: The Offeror shall provide an effective case management program that ensures injured employees receive appropriate medical care, and are returned to productive work and normal lifestyle as quickly as possible.

- From the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, the Offeror shall have a trained registered nurse(s) and /or physician(s) available to handle difficult cases.
- Offeror shall provide staff or may subcontract for services for medical management of claims as deemed necessary by MHTC. Case managers shall have

extensive experience as occupational rehabilitation nurses.

- Pre-certification of all hospital inpatient admissions shall be made through Offerors case managers. All other procedures and treatments shall be authorized by the assigned claims adjuster at MHTC's Office of Risk & Benefits Management.
- MHTC RESERVES THE RIGHT TO AWARD MULTIPLE CONTRACTS FOR CASE MANAGEMENT SERVICES.

(H) Administrative Services:

- Offeror must provide RB or its designee with all data and information necessary for analysis of the effectiveness of the PPO networks.
- Offeror must provide RB with all PPO related data necessary to prepare monthly reports that compare outcomes of PPO provider versus non-PPO providers and which compare both cost and utilization statistics. In addition, Offeror must provide to RB any other data or information available and necessary which documents successful PPO network services.
- Offeror shall regularly meet with MHTC staff, state officials and /or outside consultants as deemed necessary by RB. No additional fees or expenses shall be paid to the contractor for such participation.
- Uniform Usage of Forms: Offeror shall use commercially reasonable efforts to inform and instruct PPO providers to use forms developed by Offeror and Risk & Benefits Management.

- (I) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Risk and Benefits Management Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Risk and Benefits Management. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Risk and Benefits Management throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) MBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event MHTC has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, MHTC reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action

with respect to any subcontract as MHTC may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Attachment F.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Attachment G.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Leann Kottwitz, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

(B) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

(A)	Cost, Fees & Expenses	30 pts. Maximum
(B)	Proposed Method of Performance Including Expertise of PPO Physicians	30 pts. Maximum
(C)	Experience, Expertise & Reliability Of Personnel and Organization	25 pts. Maximum
(D)	Cost Effectiveness	15 pts. maximum

(C) REQUIRED ELEMENTS OF PROPOSAL

1. **Cost, Fees & Expenses -** The objective evaluation of cost shall be conducted based upon the original contract period for low cost determination.
 - (a) Cost points shall be determined using a scale of thirty (30) possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost score points}$$

2. **Proposed Method of Performance** - Any Offeror submitting a proposal shall provide a detailed description how the Offeror will meet the requirements identified in the scope of work of this request for proposal. The Offeror shall also submit any and all additional information concerning the quality of the services **included with the proposed method of performance.** The Offeror will include the expertise of PPO Physicians.

3. **Experience, Expertise and Reliability** - Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous Managed Care and PPO Network for Workers Compensation. The Offeror shall identify the principal person responsible for this engagement. The Offeror shall also identify all other individuals who will be involved in this project. The qualifications of all personnel shall be included.
 - (a) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
 2. Dates of the Contract.
 3. A brief, written description of the specific prior services performed and requirements thereof.

 - (b) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.

 - (c) The Offeror should provide a resume, including references, detailing educational qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to these services.

 - (d) If the staff is not yet hired, the Offeror should provide:

1. detailed descriptions of the required employment qualifications, and
 2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.
4. **Cost Effectiveness.** Average and minimum discount from standard fees for services provided in the Offerors PPO must be included here and will be used to score proposals.
 5. **Recommendations from References -** Proposals should indicate the name, title and telephone number of at least three clients within the past three years. Reference checks will be conducted and scored.
 6. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
 7. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in this request for proposal. The Offeror shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

MONTHLY PRICES

ADMINISTRATION FEE FOR PPO NETWORKS AND RELATED SERVICES.

Initial Contract Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

First Renewal Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

Second Renewal Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

(Pricing Page continued on the next page)

Signature

Date

PRICE PAGE
(continued)

The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in this request for proposal. The Offeror shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

PER HOUR PRICES

CASE MANAGEMENT AND RELATED SERVICES

Initial Contract Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

First Renewal Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

Second Renewal Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

(Pricing Page continued on the next page)

Signature

Date

(B) Cost Effectiveness Worksheet

The Offeror shall state the average and minimum discount from standard fees for services provided in the Offerors PPO

AVERAGE discount from standard fees
Hospitals/medical care facilities = _____ %

MINIMUM discount from standard fees
Hospitals/medical care facilities = _____ %

AVERAGE discount from standard fees
Physicians/medical care specialists = _____ %

MINIMUM discount from standard fees
Physicians/medical care specialists = _____ %

If incorporated, name in which state:

Signature

Date

Policy 0509

From Human Resources

Jump to: [navigation](#), [search](#)
[Policy 0509](#)

PERSONNEL POLICY
MANUAL
MoDOT Personnel Policy Title: Temporary Modified Duty Assignments
Policy Number: 0509 Chapter Title: Employment
Effective Date: July 1, 2010
Supersedes Policy Number: 0509 Dated: July 1, 2007
Approved By: Micki Knudsen, Human Resources Director (Signature on file)

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1_POLICY STATEMENT
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5_PROCEDURE
6_FORM

POLICY STATEMENT

The department will assist employees who have a temporary work-related or non-work-related injury, illness, or condition by authorizing temporary modified duty (TMD) assignments, when possible. The nature, location, and length (not to exceed six months) of TMD assignments will

be determined by the appropriate district engineer or division leader/state engineer, based upon each employee's individual circumstances and the needs of the department.

DEFINITION

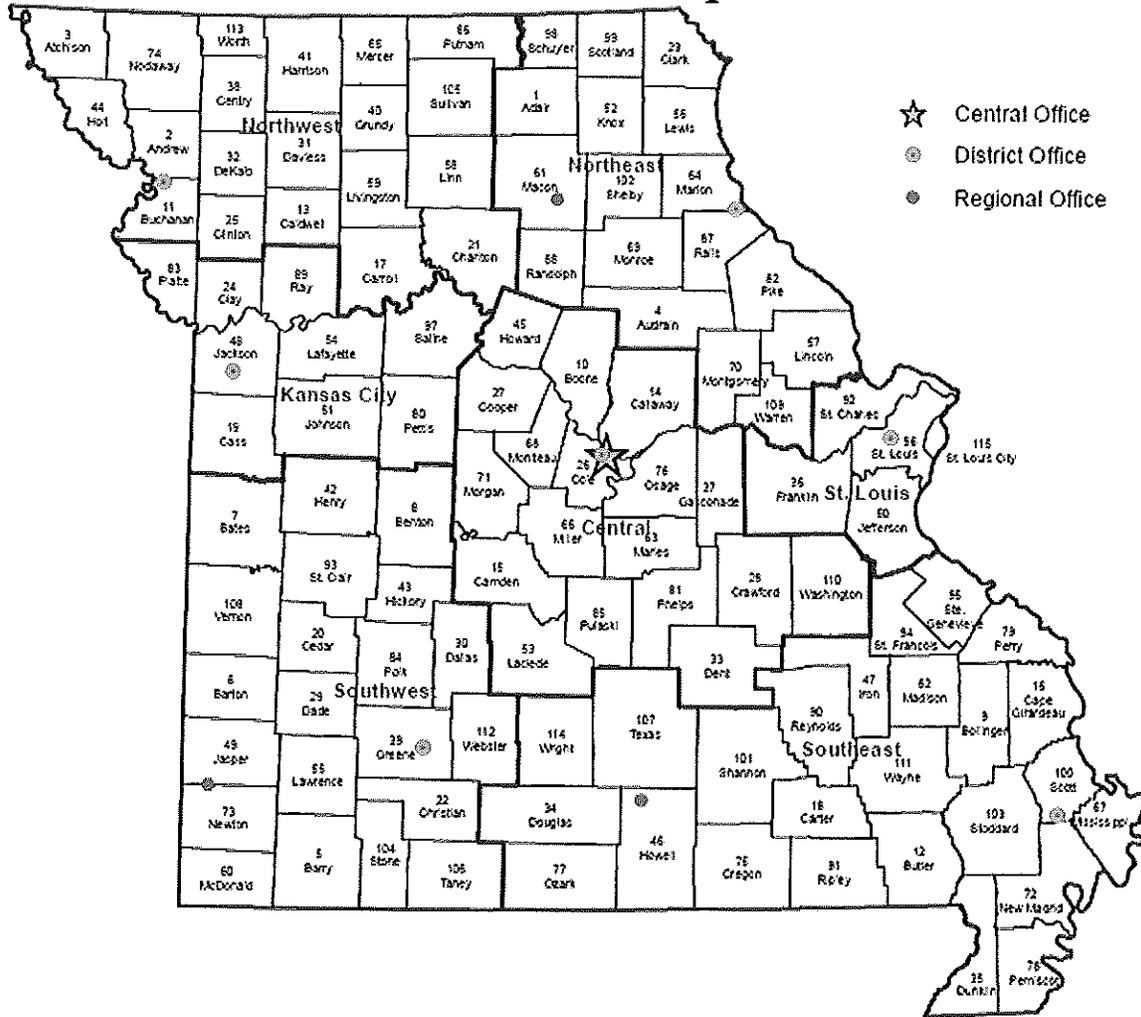
Temporary Modified Duty Assignment: A full-time or part-time work assignment that meets an employee's temporary health restriction during his/her period of recuperation from a work-related or non-work-related injury, illness, or condition.

PROVISIONS / REQUIREMENTS

1. TMD assignments will be allowed only when there is productive work to be accomplished and may not exceed six months. It is not the intent of this policy to require an employee to commute an unusual distance or to change his/her place of residence to work in a TMD assignment.
2. While on TMD assignments, employees will be paid their regular salary if working full-time, or the wage equivalent of their regular salary if working part-time.
3. The Missouri Department of Transportation and Highway Patrol Employees' Retirement System sets a 180-day waiting period extending from the date of disability to the effective date of long-term disability payments. During this waiting period, if an employee is capable of returning to work on a full workday schedule, his/her waiting period might be impacted. If an employee returns to work before the 181st day and works for 30 or more full workdays, he/she must begin a new waiting period and thereby defer the effective date of long-term disability benefits. Partial workdays do not count toward this 30-day period and the 30-day period is not limited to consecutive workdays. The supervisor, the employee, and the treating physician should pay close attention to the employee's condition while the employee is in a TMD assignment. Any employee who feels his/her injury, illness, or condition is not temporary (as certified by the treating physician) and wishes to file a claim for long-term disability benefits should not be authorized to begin or continue TMD assignment.
4. Personnel Policy 0507, "Workers' Compensation," states, "Workers' compensation lost time benefits cease the day the employee is released to return to work." If an employee is released to part-time work in a TMD assignment, the employee must complete Form A-450, "Workers' Compensation Disability Preference," indicating whether he/she wishes to supplement workers' compensation lost time benefits with sick leave benefits.

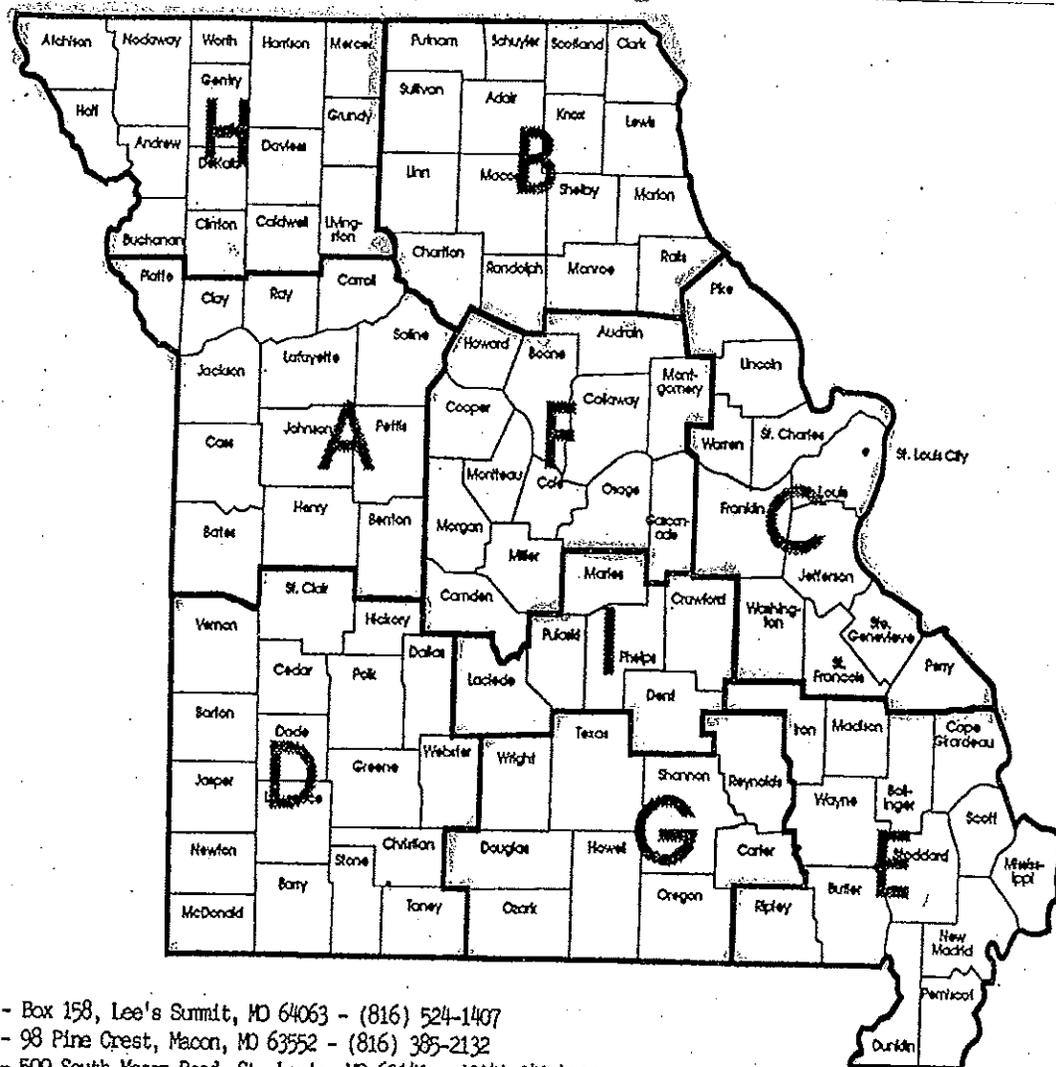
5. If an employee refuses to accept a TMD assignment for reasons other than the written advice from the treating physician, the employee may be dismissed from employment unless mitigating circumstances require other action.
6. If the district engineer or division leader/state engineer believes any employee's physical or mental limitation and/or medical restriction would prohibit a safe work environment for the employee, his/her coworkers, or the general public, the TMD assignment should not be authorized or should be withdrawn. Refer also to Personnel Policy 0602, "Fit for Duty Review Program."

Missouri Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Marion	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Pumam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Know	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Parry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			





- Troop A - Box 158, Lee's Summit, MO 64063 - (816) 524-1407
- Troop B - 98 Pine Crest, Macon, MO 63552 - (816) 385-2132
- Troop C - 599 South Mason Road, St. Louis, MO 63141 - (314) 340-4000
- Troop C Satellite - Box 612, Park Hills, MO 63601 - (314) 431-0166
- Troop D - 3131 East Kearney, Springfield, MO 65803 - (417) 895-6868
- Troop D Satellite - Route 3, Box 232A, Carthage, MO 64836 - (417) 358-4686
- Troop E - Route 6, Box 572, Poplar Bluff, MO 63901 - (314) 840-9500
- Troop E Satellite - 105 Keystone Drive, Silkeston, MO 63801 - (314) 472-5200
- Troop F - Box 568, Jefferson City, MO 65102 - (314) 751-1000
- Troop G - Box 10, Willow Springs, MO 65793 - (417) 469-3121
- Troop H - Box 8580, St. Joseph, MO 64508 - (816) 387-2345
- Troop I - Box 128, Rolla, MO 65401 - (314) 368-2345
- CH2 - Box 568, Jefferson City, MO 65102 - (314) 751-3313

**CONTRACT DISCOUNT BY REGION - PRICING EXHIBIT
(MAY INDICATE HIGH/LOW OR AVERAGE PER REGION)**

Service Description	St. Joseph	Kirksville	Hannibal	Kansas City	Jefferson City/ Columbia	St. Louis	Springfield	Cape Girardeau
Physician Office Visit - Ortho								
Physician Office Visit - Neuro								
Hospital E.R.								
In-Patient Hospital								
Out-Patient Hospital								
Occupational Med. Clinic Visit								
Physical Therapy								
IME								
Pharmacy								
Radiology								
Lab Testing								
Hosp. Daily per Diem								

The above stated discounts are provided in accordance with the terms and conditions of this RFP.

Authorized Signature _____

Date _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
OFF-WORK/RETURN TO WORK MEDICAL CERTIFICATION**

****Note to Physician: Complete this form and return to patient at end of visit. Keep copy for your file.**

NAME: _____

DIAGNOSIS: _____

DATE OF INJURY: _____

***** NOTE TO EMPLOYEE: RETURN THIS FORM TO YOUR SUPERVISOR IMMEDIATELY *****

MEDICAL STATUS: MAX. MED. IMPROVEMENT IMPROVED SAME WORSE WORK RELATED: YES NO

RETURN TO WORK STATUS

***** TEMPORARY MODIFIED DUTY MAY BE AVAILABLE WITH CERTAIN RESTRICTIONS *****

RETURN TO WORK WITHOUT RESTRICTIONS
 TODAY TOMORROW (INCLUDES SATURDAYS, SUNDAYS, HOLIDAYS)
 DATE CAN RETURN: _____

RETURN TO WORK WITH RESTRICTIONS. IF NOT FOR FULL DAYS,
 HOURS/DAY: _____
 TODAY TOMORROW (INCLUDES SATURDAYS, SUNDAYS, HOLIDAYS)
 DATE CAN RETURN: _____

PATIENT HAS THE FOLLOWING LIMITING RESTRICTIONS:

FLOOR TO WAIST _____ lbs
 WAIST TO SHOULDER _____ lbs

SHOULDER TO OVERHEAD _____ lbs
 CARRY _____ lbs

PATIENT CAN TN/DAY:

		(HOURS AT ONE TIME)					(TOTAL HOURS DURING DAY)					
		0-2	2-4	4-6	6-8	8-10	0-2	2-4	4-6	6-8	8-10	OVERTIME
STAND/WALK	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
SIT	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
DATA ENTRY/TYPING	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
SIMPLE GRASPING	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
TWIST	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
BEND	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
SQUAT	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
KNEEL	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
CLIMB	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
REACH	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
JACK HAMMER	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
PUSHING & PULLING _____ LBS.	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
OPERATE FOOT CONTROLS	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
DRIVE CAR/TRUCK	<input type="checkbox"/> NO RESTRICTIONS	<input type="checkbox"/>										
	<input type="checkbox"/> AUTOMATIC <input type="checkbox"/> STANDARD/MANUAL											

OTHER PHYSICAL RESTRICTIONS AND/OR INSTRUCTIONS: _____

LIST ANY RESTRICTIONS AND/OR INSTRUCTIONS RELATED TO ANY PRESCRIPTION MEDICATIONS: _____

TIME EXAMINATION COMPLETED _____

PHYSICIAN'S SIGNATURE: _____

DATE: _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts
herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any
job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or
due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a
federal work authorization program operated by the United States Department of Homeland Security, and the
aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired
employees working in connection with any services contracted by the Missouri Highways and Transportation
Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the
aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and
shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the
legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are
satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections
285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized
alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: