

REQUEST FOR PROPOSALS
FOR
LOCUM TENENS AND RECURITING SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA

RFP # 17 9010 DH C

OPENING DATE: JANUARY 25TH,2017

TIME: 2:00 PM, CT

Prepared by:

Darla Higgins
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 Lemone Industrial Blvd
Columbia, MO 65201

Dated: December 16th, 2016

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for Locum Tenens and Recruiting Services RFP #17-9010-DH-C, which will be received by the undersigned at the University of Missouri System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 2:00 p.m., CT, January 25th, 2017. Proposals will be opened and identified starting at 2:05 p.m., CT.

*The University of Missouri System Supply Chain will conduct a Conference Call on January 4th, 2017 at 10:00 a.m. **Respondents are highly-encouraged to attend the conference call.** The conference call will provide a detailed explanation of the process in which companies will be informed and awarded of future University of Missouri Locum Tenen needs and Temporary Medical Recruiting needs. The conference call will be informative and allow for a question and answers.*

*Conference Call Information:
Toll-Free dial-in number: (866) 357-7737
Conference Pin: 9770138353*

*Date: January 4, 2017
Time: 10:00 a.m. (CT)*

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UM Procurement Services web site at; <http://www.umsystem.edu/ums/fa/procurement> by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

The University of Missouri reserves the right to waive any informality in proposals and to reject any or all proposals.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Darla Higgins
Strategic Sourcing Specialist
University of Missouri System
Supply Chain
higginsdj@umsystem.edu

Dated: December 16th, 2016

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. Supplier Diversity Participation

It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that

do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or

subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any Respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the

Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondent's risk. It is the Respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: Darla Higgins, Strategic Sourcing Specialist; or emailed to higginsdj@umsystem.edu. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions, as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals:** All proposals must be submitted, in two originals and one copy on a flash or jump drive, on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "LOCUM TENENS AND RECURITING SERVICES RFP#17-9010-DH-C " and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-

Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, then the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be

merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.
10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification** - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86)

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
LOCUM TENENS AND RECURITING SERVICES

1. General

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (referred to as “University”) with an organization (referred to as “Contractor”) LOCUM TENENS AND RECURITING SERVICES, RFP #:17-9010-DH-C as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201 with a notation on the sealed envelope showing the contents to be a proposal for “LOCUM TENENS AND RECURITING SERVICES RFP #:17-9010-DH-C and received no later than, JANUARY 25TH, 2017 at 2:00p.m. CT.

All proposals must be submitted, in one (1) original paper copy and one (1) copy on a flash or jump drive (is the only acceptable form of electronic copy). *Questions must be submitted on or before January 13th, 2017.*

1. Scope

The University of Missouri System is seeking proposals from qualified firms to provide placement of medical professionals (i.e. Locum Tenens and Recruiting Services). Proposals shall be submitted in accordance with the terms and conditions of this RPF and any addenda issued hereto. It is the goal of the University to award to multiple Locum Tenens and Recruiting Agencies.

2. Contract Period

The contract period shall be for the term of (1) one-year with option to renew the agreement for (4) four additional 12 month terms. If mutually agreeable to by the University and the awarded firm. It is the goal of the University to contact for the full term of 60 months. Any contracts resulting as an award from this RFP will supersede any existing or current contractual relationship with the University.

3. Award of Contract

Proposals will be awarded based upon the criteria set forth in Section 8 of the Detailed Specifications and Special Conditions. It is the goal of the University to award to multiple Locum Tenens and Recruiting Agencies.

4. Respondent's Proposal

In addition to responses to Sections 8 (Limiting Criteria), and 9 (Evaluation Questions), the following information shall be included with the proposal submission:

- (1) Signed Form of Proposal (included herein),
- (2) Supplier Diversity Participation Form
- (3) A complete response to this Request for Proposal that complies with all the mandatory requirements and which follows the structure outlined herein.

Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening.

5. Delivery

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid.

6. Payment

All proposals to be submitted on the basis of "Preferred" settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

7. Proposal Evaluation and Selection Process

A. RFP Evaluation

1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: if all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal(s) offers a higher qualitative merit if the difference in price is commensurate with added

value. Conversely, the University may select for negotiations with a respondent whose proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.

2. An evaluation team will evaluate the proposals utilizing the following process:
 - (a) Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
 - (b) The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:
 - (i) Validate or clarify the proposed pricing; and
 - (ii) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - (iii) Clarify relevant firm experience information.
 - (c) The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.

3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
 - (a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
 - (b) Verifying and identifying strengths and weaknesses which could affect work performance;
 - (c) Verifying the validity of the respondent's proposed pricing; and
 - (d) Assessing the proposed personnel and the respondent's capabilities for performing the work.

4. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
5. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

B. Vendor Selection

1. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and the Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
2. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

C. RFP Evaluation

Specific evaluation questions are found on attachments to this RFP. The criteria and factors for use to evaluate the proposal are listed below in no particular order.

1. Desirable Criteria

8. Limiting Criteria

The following questions are mandatory requirements that must be met in order for a proposal response to be considered.

8.1 Does your organization have a minimum of three-year proven experience providing placement of temporary medical professionals (i.e. locum tenens engagements) at the University of Missouri.

Yes or No _____

8.2 Does your organization have a minimum of three-years of proven experience providing placement of temporary medical professionals (i.e. locum tenens engagements) in the state of Missouri?

Yes or No _____

8.3 Does your organization agree to provide pre-assignment background screenings, Health Screenings, Drug Testing, Criminal Background Checks on all medical placement personnel prior to placement with the University of Missouri?

Yes or No _____

9. Evaluation Questions (Desirable Criteria)

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. If more space is needed for comments or a description, attach a page with the additional information and clearly identify it by referencing the associated section number

9.1 Provide a narrative of your organization and explain why it can meet the recruitment and placement of medical professionals at the University of Missouri.

9.2 Provide a description of your experience and successful permanent placement recruitment of medical professionals for medical institution and operations throughout the State of Missouri.

9.3 Provide a description of your experience and successful permanent placement recruitment of medical professionals at the University of Missouri.

9.4 Provide a description of your experience and successful placement of temporary medical professionals (i.e. locum tenens engagements) for medical institution and operations throughout the State of Missouri.

9.5 Provide a description of your experience and successful placement of temporary medical professionals (i.e. locum tenens engagements) at the University of Missouri.

9.6 Provide a minimum of three references who can be reached to discuss their experience with your organization in the recruitment and placement of medical professionals.

9.7 Respondents must comply/sign the University of Missouri Business Associate Agreement at the time of award. See attachment A.

Proposal Evaluation Criteria

INSTRUCTIONS FOR PROPOSAL RESPONSE:

Respondents are required to fully respond with compliance statements to each of the limiting criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Multiple copies of Proposals must be submitted in the number and manner as specified below:

Functional Technical Section is to be submitted with (1) one hard copy in paper form, one (1) copy in paper form, and (1) one electronic file, and must contain:

- Response to Instructions to Respondents and General Conditions, limiting criteria and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. This section should also include the MBE/WBE commitment response.

Vendor must complete and return the University Proposal Form with proposal response.

EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Proposals will be awarded based upon the evaluation/desirable section.

Respondents must meet the limiting criteria to be “qualified” for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/ desirable specifications, which includes qualitatively, how specifications are met. A team of UM individuals will evaluate and assign points to vendor’s responses to desirables. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform presentation to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS

LOCUM TENENS AND RECURITING SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR

THE UNIVERSITY OF MISSOURI –COLUMBIA

RFP #17-9010-DH-C

OPENING DATE: JANUARY 25th, 2017

TIME: 2:00 PM, CT

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the University of Missouri.

AUTHORIZED RESPONDENT REPRESENTATION FORM

Number of calendar days delivery after receipt of order		Payment Terms
Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
Phone No.	Federal Employer ID No.	
Fax No.	E-Mail Address	
Circle one: Individual Partnership Corporation		
If a corporation, incorporated under the laws of the State of _____		
Licensed to do business in the State of Missouri? ___yes ___no		

This signature sheet must be returned with your proposal.

SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UM Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UM. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.

- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UM comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UM.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UM comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UM.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 st or 2 nd Tier

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-**

Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri’s websites for M/WBE’s and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity

RFP # 17-9010 DH-C

P.O. Box 809, Harry S. Truman office Building
Room 630, 301 W. High Street
Jefferson City, MO. 65102
573-751-8130
www.oeo.mo.gov

Missouri M/WBE Certification and database
State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273
www.oa.mo.gov/purchasing-materials-management
Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce
M/WBE and DBE Department
1000 S.W. Jackson St. Suite 100
Topeka, KS. 60612
785-296-3425
www.kansascommerce.com
Kansas M/WBE and DBE database and certification

Missouri Department of Transportation
External Civil Rights
1017 Missouri Blvd
Jefferson City, MO. 65102
573-526-2978
www.modot.org/ecr
Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000
www.mwdbe.org
St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation

1520 Market St. Suite 2000
St. Louis, MO. 63103
314-657-3700
www.stlouis-mo.gov/slde
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council
317 N. 11th St. Suite 502
St. Louis, MO. 63101
314-436-8877
www.midstatesmsdc.org
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO. 64106
816-221-4200
www.mpmsdc.org
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City
1000 Walnut Suite 500
Kansas City, MO. 66106
816-426-4900
<http://www.sba.gov/about-offices-content/2/3123>
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis
1222 Spruce St. Suite 10.103
St. Louis, MO. 63103
314-539-6600
<http://www.sba.gov/about-offices-content/2/3124>
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration
Veteran and Service Disabled Veteran Database and verification
www.vetbiz.gov
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council
308 N. 21st St, 7th floor
St. Louis, MO. 63101
314-241-1143
www.slmhc.org
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago
8 S. Michigan Ave Suite 400
Chicago, Illinois 60603
312-853-3477
www.wbdc.org
Certification for WBE's in the Missouri area

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The

firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh _____ (A)

2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. _____ (P)

3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. _____ (B)

4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas _____ Mexico, Central America, South America and the Caribbean Basin only. _____ (H)

5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. _____ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE _____Yes _____No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE _____Yes
_____No

Please include what organization your firm has secured certification from with a certification number and date it expires.

MISSOURI FIRM: _____Yes _____No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer _____ (M)
- Distributor/Wholesaler _____ (D)
- Manufacturer's Representative _____ (F)
- Service _____ (S)
- Retail _____ (R)
- Contractor _____ (C)
- Other _____ (O)

SOLE PROPRIETORSHIP: _____Yes _____No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the

rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date:

INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date

and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

Attachment A

Business Associate Agreement

This Business Associate Agreement (the "BAA"), is made as of the date this BAA is executed by both parties (the "Effective Date"), by and between _____ ("Business Associate") and **The Curators of the University of Missouri** and on behalf of _____ and its affiliates ("Covered Entity") (collectively the "Parties") in order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (the "HITECH").

Recitals

WHEREAS, Business Associate has been engaged to perform _____ for or on behalf of Covered Entity;

WHEREAS, in connection with these services, Business Associate uses or discloses individually identifiable health information, including Protected Health Information ("PHI"), as part of performing said services, or otherwise performs a function that is subject to protection under HIPAA and the HITECH Act;

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will appropriately safeguard PHI that has been used or disclosed in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, the parties have entered into a Services Agreement ("Agreement") related to the functions or services it will perform on behalf of Covered Entity or which sets forth the purchase and/or maintenance of equipment in which the exchange of PHI is necessary or likely to occur; and

WHEREAS, the purpose of this BAA is to comply with the requirements of HIPAA

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

a) Definitions.

As may be amended from time to time, the following HIPAA and HITECH Act definitions shall apply to this BAA. Any terms not specifically described in this BAA or the Agreement shall have the meanings ascribed to such in HIPAA and HITECH Act.

1. **ARRA.** "ARRA" refers to the American Recovery and Reinvestment Act of 2009.
2. **Breach.** "Breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. 164.402, and shall *generally* mean the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information.
3. **Breach Rule:** "Breach Rule" shall mean the Notification in the Case of Breach of Unsecured PHI Standards at 45 C.F.R. § 164, subpart D.
4. **Business Associate:** "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 as it creates, receives, maintains or transmits PHI for a function, activity or service regulated by HIPAA, and which includes a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate.

5. **Covered Entity:** 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, “Covered Entity” shall mean The Curators of the University of Missouri .
6. **Designated Record Set:** “Designated Record Set” (“DRS”) shall have the same meaning as the term “Designated Record Set” at 45 CFR 164.501 and shall generally mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for a covered entity to make decisions about Individuals.
7. **Electronic Health Record.** “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the HITECH Act, Section 13400(5).
8. **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.
9. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
10. **Individual:** “Individual” shall mean the person who is subject of the protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
11. **Privacy Rule:** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §160 and §164, subparts A and E.
12. **Protected Health Information or “PHI”:** “PHI” Shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including, but not limited to 45 CFR § 164.501.
13. **Required By Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 160.103.
14. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
15. **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” at 45 CFR §164.304 and shall generally mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.
16. **Security Rule.** “Security Rule” shall mean the Security Standards at 45 Part 160 and Part 164.
17. **Services Agreement.** “Services Agreement” (or “Agreement”) shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate

under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BAA.

18. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” at 45 CFR 164.103 and shall generally mean a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate.

19. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the HITECH Act, Section 13402(h)(1).

b) Obligations of Covered Entity: If deemed applicable by Covered Entity:

(i) Upon request, provide Business Associate with a copy of its Notice of Privacy Practices produced by Covered Entity in accordance with 45 C.F.R. §164.520 Covered Entity will notify Business Associate of any changes to such Notice, and notify Business Associate of any limitation(s) in the Notice of Privacy Practices to the extent that such limitation may affect Business Associate’s use or disclosure of protected health information.

(ii) Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures.

(iii) Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of protected health information.

c) Obligations and Activities of Business Associate

Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including the provisions of HIPAA and the HITECH Act applicable to Business Associates, including but not limited to:

(i) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(ii) Business Associate agrees to limit its use, disclosure and requests for PHI to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

(iii) Business Associate agrees to comply with all applicable federal and state laws, including the Privacy Rule and Security Rule, and to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement. In particular, Business Associate shall comply with 45 C.F.R. §§164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements).

(iv) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate [involving a use or disclosure of PHI in violation of the requirements of this BAA (including, without limitation, any Security Incident or Breach of Unsecured PHI).] Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BAA and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with

Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA and the HIPTECH Act, or any other applicable Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

(v) Business Associate may not use or disclose PHI for marketing purposes. Marketing includes any communication which would encourage the recipient to use or purchase a product or service. Business Associate shall not sell PHI without the prior written consent of the Covered Entity. "Sell" is not limited to circumstances where a transfer of ownership occurs, and would include access, license or lease agreements. Business Associate shall not directly or indirectly sell or receive remuneration from any person or entity in exchange for disclosing de-identified PHI without the prior written consent of Covered Entity.

(vi) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate enter into a written Business Associate Agreement with the Business Associate which has the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate shall disclose to such Subcontractors only the minimum PHI necessary to perform or fulfill a specific function or service under the underlying Agreement and as permitted by this BAA. Notwithstanding the foregoing, Business Associate shall not disclose PHI to a subcontractor not within the borders and jurisdiction of the United States of America without the prior written consent of Covered Entity which may be withheld in its sole discretion.

(vii) If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a breach of the Subcontractor's obligations under the agreement referenced in Section (vi) above, Business Associate shall take reasonable steps to require the Subcontractor to cure the breach or terminate the agreement with the Subcontractor.

(viii) Business Associate agrees to notify Covered Entity within five (5) business days of any request by, or on behalf of, an individual to access Protected Health Information, and provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to Protected Health Information to an Individual in order to meet the requirements of 45 CFR §164.524.

(ix) Business Associate agrees to notify Covered Entity within five (5) business days of any request by an individual to amend Protected Health Information. Business Associate further agrees to make any amendment to Protected Health Information that the Covered Entity directs in the time and manner designated by Covered Entity.

(x) Business Associate agrees to make its facilities, internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and its accompanying regulations. To the extent permitted by law, the Business Associate shall provide Covered Entity with a copy of all information provided to the Secretary.

(xi) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xii) Business Associate agrees to notify Covered Entity within five (5) business days of a request by an individual for an accounting of disclosures of Protected Health Information. Business Associate further agrees to provide to Covered Entity, in the time and manner designated

by Covered Entity, information regarding disclosures of Protected Health Information by Business Associate and/or its subcontractors, if applicable, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xiii) Business Associate agrees it will provide appropriate training regarding the requirements of this business associate agreement to any employee of Business Associate who will have access to or make use of Covered Entity's PHI. Business Associate agrees that Covered Entity shall have the right to immediately terminate the access to PHI of any employee or agent of the Business Associate, including subcontractors, where Covered Entity identifies an actual or threatened breach of security, intrusion, or unauthorized use or disclosure of PHI or any actual or suspected use or disclosure of Protected Health Information in violation of any applicable federal or state laws or regulations.

(xiv) Business Associate agrees that, upon reasonable notice, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Business Associate Agreement. Business Associate shall promptly remedy any violation of any term of this Business Associate Agreement and shall certify the same to Covered Entity in writing. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibilities to comply with this Business Associate Agreement, nor does Covered Entity's (i) failure to detect or (ii) failure to notify Business Associate of detection of, any unsatisfactory practice, constitute acceptance of such practice or waiver of Covered Entity's enforcement rights under this Business Associate Agreement.

d) Permitted Uses and Disclosures by Business Associate

(i) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purpose of providing services under the Agreement, if such use or disclosure of Protected Health Information would not violate applicable Federal and/or State laws and regulations, if done by Covered Entity.

(ii) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law.

(iii) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

(iv) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under applicable Federal and/or State laws and regulations, if done by Covered Entity.

(v) To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations, including but not limited to electronic copies of PHI where such is maintained in an electronic Designated Record Set. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within five (5) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(vi) To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within five business (5) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(vii) As may be applicable, Business Associate is permitted to use and disclose PHI for data aggregation purposes for or on behalf of Covered Entity, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under HIPAA and the underlying Agreement.

(viii) Business Associate may use and disclose de-identified health information if (i) the intended use is disclosed to and permitted in writing by Covered Entity, and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d) and meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b) and guidance issued thereafter by HHS.

e) **Obligations Upon Discovery of Actual or Suspected Breach of PHI**

(i) Business Associate agrees to notify Covered Entity upon discovery of any actual or suspected use or disclosure of the Protected Health Information not provided for by the Agreement. With the exception of law enforcement delays pursuant to 45 CFR § 164.412, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days after discovery of a suspected or actual Breach of Unsecured PHI.

(ii) Notice to the Covered Entity must include the following information, to the extent possible:

- The name of each individual whose PHI has been or is believed to have been improperly used, disclosed, accessed or acquired;
- The name(s) of all individuals or entities who improperly used, disclosed, accessed or acquired the PHI;
- A description of the types of PHI that were involved;
- The details of the suspected or actual Breach, including but not limited to the date of the suspected or actual Breach, the date of discovery of the suspected or actual Breach, and how it occurred and was discovered;
- All steps and measures being taken by Business Associate to mitigate harm resulting from such suspected or actual Breach; and
- All actions taken or proposed by Business Associate to prevent future similar Breaches.

(iii) Covered Entity shall be responsible for determining whether there is a low probability that the PHI has been compromised, and for determining the need for and directing the implementation of any notifications of the Breach.

(iv) Business Associate shall, at Covered Entity's direction, cooperate with or perform any additional investigation or assessment related to the suspected or actual Breach.

(v) Business Associate shall be responsible or shall reimburse Covered Entity for all costs and expenses reasonably incurred or to be incurred by Covered Entity, including but not limited to costs and expenses of investigation, mitigation, and notification, as a result of a Breach of PHI by Business Associate or its Subcontractors or agents.

f. Term and Termination

(i) The Term of this Business Associate Agreement shall be effective as of the effective date of the Agreement(s), and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(ii) A breach by Business Associate of any provision of this Business Associate Agreement as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.

(iii) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Business Associate Agreement, and does not terminate the Agreement pursuant to paragraph e(ii) above, then Covered Entity shall take reasonable steps to cure the breach or end such violation, as applicable. If Covered Entity's efforts to cure the Business Associate's breach or end such violation are unsuccessful, Covered Entity shall either (1) terminate the Agreement, if feasible or (2) if termination of the Agreement is not feasible, Covered Entity shall report the Business Associate's breach or violation to the Secretary.

(iv) Covered Entity may provide Business Associate with thirty (30) days written notice of the existence of said breach and afford Business Associate an opportunity to cure said breach to Covered Entity reasonable satisfaction within the stated time period. Failure to cure said breach within the stated time period is grounds for immediate termination of this BAA and the underlying Agreement. If Business Associate breaches any provision in this BAA. Covered Entity may access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this BAA

(v) Covered Entity may immediately terminate this Business Associate Agreement and Business Associate's access to PHI if Business Associate is named as a criminal defendant in a criminal proceeding arising from an alleged violation of HIPAA or other security or privacy laws, or a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or judicial proceeding in which the Business Associate is a party.

g. Effect of Termination.

(i) Except as provided in paragraph (ii) of this section, upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

(iii) Upon termination of the Agreement, Business Associate shall certify to Covered Entity that it has destroyed all PHI received from Covered Entity in accordance with this provision or, if Business Associate and Covered Entity determine that such destruction is not feasible, Business Associate shall provide to Covered Entity a complete written description of all PHI that Business Associate has determined that it is not feasible to destroy.

h. Miscellaneous

(i) Regulatory References. A reference in this Business Associate Agreement to any Federal or State law, rule or regulation means that law, rule or regulation currently in effect or as amended, and for which compliance is required.

(ii) Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(iii) Survival. The respective rights and obligations of Business Associate under Section f of this Business Associate Agreement shall survive the termination of the Agreement.

(iv) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the all applicable state and federal laws and regulations.

(v) Miscellaneous: The terms of this BAA are incorporated by reference in the Agreement. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall prevail. The terms of the Agreement which are not modified by this BAA shall remain in full force and effect in accordance with the terms thereof. This BAA shall be governed by, and construed in accordance with, the laws of the State of Missouri, exclusive of conflict of law rules. Each party to this BAA hereby agrees and consents that any legal action or proceeding with respect to this BAA shall only be brought in the state courts in Boone County, Missouri. The Agreement together with this BAA constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BAA supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BAA may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BAA shall be deemed original signatures to this BAA. No amendments or modifications to the BAA shall be effected unless executed by both parties in writing.

BUSINESS ASSOCIATE

DATE

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

DATE

