

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
TEMPORARY STAFFING SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI SYSTEM

RFP # 18-9011-DH-U

OPENING DATE: April 2, 2018

TIME: 12:00 PM, CT

Prepared by:

Darla Higgins
Strategic Sourcing Specialist
UM System Supply Chain
2910 Lemone Industrial Blvd.
Columbia, MO 65211

Dated: February 14, 2018

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the **Furnishing and Delivery, of TEMPORARY STAFFING SERVICES, 18-9011-DH-U**, which will be received by the undersigned at System Supply Chain Office, 2910 Lemone Industrial Blvd. Columbia, Missouri 65201 until 12:00 p.m. CT., April 2, 2018. Proposals will be opened and identified starting at 12:05 p.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 <https://www.umsystem.edu/ums/fa/procurement/bids> by selecting Open Bids information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

Questions shall be submitted directly to Darla Higgins higginsdj@umsystem.edu at no later than March 21, by 5:00 p.m., CT.

The University reserves the right to waive any informalities in proposals and to reject any or all proposals.

UNIVERSITY OF MISSOURI GENERAL TERMS AND CONDITIONS
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL
(RFP)#: 18-9011-DH-U

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 to 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, are 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.

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.

11. **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.
12. **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.
13. The university affords equal opportunity to individuals in its employment, services, programs and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities.
14. Vendor shall: (1) deliver all applicable services in reasonable compliance with applicable university standards (for example, Web Content Accessibility Guidelines 2.0, Level AA and Section 508 Standards for Electronic and Information Technology as applicable); (2) upon request, provide the university with its accessibility testing results and written documentation verifying accessibility; and (3) promptly respond to and resolve accessibility complaints that are the fault of Supplier. Failure to comply with these requirements shall constitute a

INSTRUCTIONS TO RESPONDENTS

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 the 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.

Responses must be submitted on or before April 2, 2018 by 12:00 p.m. CT . Respondents must provide all responses in (1) one original hard copy, and (1) one electronic copy via thumb drive, or jump drive only, and MUST not be password protection; email responses will not be accepted. Responses must be submitted to, The University of Missouri System Supply Chain, attention Darla Higgins, 2910 Lemone Industrial Blvd. Columbia, MO 65201.

Email and Fax Responses will NOT be accepted.

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. Respondents should note exceptions to Section A. Terms and Conditions and Section B. Instructions to Respondents in a written response submitted with the proposal and those will be reviewed on a case by case basis by the appropriate university designee. Noting exceptions to these items will not result in automatic disqualification of the proposal. Please use the contact information listed under item 1. to address additional questions regarding exceptions.

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.

Preparation of Proposals: All proposals must be submitted, in (1) one original, (1) one electronic copy on a thumb drive or jump drive, on the proposal form accompanying these specifications along with 1 electronic copy and must be enclosed in a sealed envelope plainly marked: "Proposal for INTERPRETING LANGUAGE SERVICES RFP# 18 9014 DH U", and addressed, mailed and/or delivered to UM System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

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

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:

Volume I – Functional Technical Section is to be submitted with (1) one original in paper form, and (1) one electronic file, and must contain: Email and Fax Responses will NOT be accepted.

- 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 includes all response information, except pricing information.**

Volume II - Financial Response Section (See Appendix B, Excel Spreadsheet) must be submitted in a separately sealed envelope in (1) one original and (1) one copy on a flash or jump drive and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the MBE/WBE commitment response. Financial statements that may be required are also to be included in this section.

Respondents must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

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.

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; (4) 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 one hundred twenty (120) 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.

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.

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.

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.

Contract Termination for Convenience: The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

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.

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.

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

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)

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. INTRODUCTION

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 multiple organizations (referred to as “Contractor”) to provide TEMPORARY STAFFING SERVICES SERVICES; for the University of Missouri System, in accordance with the provisions and requirements; as described herein.

For purposes of the contract, interpretation services shall be defined as the translation of English spoken or written concepts to any specialized vocabulary utilized by a deaf individual or the translating of a deaf individual’s specialized vocabulary to English spoken or written concepts. A telecommunications operator providing deaf relay service or an individual providing operator services for the deaf individual shall not be considered to be an interpreter.

The Curators of the University of Missouri is a member of the Educational & Institutional Cooperative Service, Inc. (E&I). E&I is a member-owned not-for-profit contracting cooperative serving the education market. Its membership is comprised of over 4,300 public and private universities and colleges, K-12, and teaching healthcare facilities throughout the United States. E&I currently maintains a large and robust portfolio of contracts. In 2016, member purchases through E&I contracts exceeded \$2.7 billion. Learn more about E&I by visiting their web site at www.eandi.org.

The University reserves the right to award to a single agencies, or multiple agencies, and individual interpreters. The University reserves the right to utilize awarded agencies for future projects on as needed basis. Awarded agencies will not be classified as “primary master agency, or lead agency”. An award does not guarantee a commitment. This agreement shall serve the entire University of Missouri System. Additional agencies may be added to list of approved suppliers during the duration of the contract; providing all University of Missouri Request for Proposal requirements are met in accordance with this RFP.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement through E&I if authorized by the awarded Supplier. Participation in this cooperative procurement is strictly voluntary. If authorized by the Supplier(s), the resultant contract(s) will

be extended to members of E&I to purchase goods and services in accordance with contract terms. E&I may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies and business goals required by E&I, including a negotiated Contract Administrative Fee and reporting requirements. Any such modifications will apply solely between E&I and the Supplier.

2. Contract Period

The contract period shall be for the term of (1) year with renewal options up to (4) years, each renewal agreement will be in the term of (1), if mutually agreeable to by the University and the awarded firm.

3. Award of Contract

Proposals will be awarded based upon the criteria set forth in Section 9 of the Detailed Specifications and Special Conditions. The University of Missouri reserves the right to award to multiple firms. An award does not warrant or guarantee services will be requested. The University reserves the right to seek services from awarded organizations; meaning “an award does not guarantee an order”. The University of Missouri shall not name a preferred contractor.

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.
- 2) In order to be considered for selection, respondents must submit a complete response to this Request for Proposals 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. The seller bears and pays the freight costs.

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 30 upon university receipt 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:

- (a) Validate or clarify the proposed pricing; and
 - (b) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - (c) 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.
3. In order to receive an award in this RFP a respondent must qualify in at least one of the specific categories. Being awarded does not, however, guarantee engagement, only firms awarded will be given opportunities for engagement during the contract period.

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.

- Subject Matter Expertise
- Experience
- Acceptance of UM terms
- Financial Proposal

COMPANY PROFILE

a. Legal Name:

DBA Name:

Number of Years in Business:

Type of Operation: Individual Partnership Corporation Government

Number of Employees:

- b. Provide a general overview of the company, including where the company is headquartered, if it has a major base of operation in Missouri, and if it has operated under other names.
- c. Include a narrative history of the organization and its background in providing employee. Explain the added value or service that your organization provides that distinguishes it from all others.

- d. Provide a breakdown of the number of clients by geographic location (4-6 geographic segments).
 - 1. What industry segments do you serve by percentage of business? Of those, indicate which are served by a specialty
- e. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- f. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the University of Missouri System.

8. Limiting Criteria (Mandatory Requirements)

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

- 8.1 The contractor shall provide the services on an as needed, if needed basis. The University of Missouri does not guarantee any usage of the contract whatsoever. Upon notification by the University, the Contractor shall provide individuals for the position(s) requested, at the time and place indicated by the requesting department. The University will strive to give the Contractor at least a one-week notice of its need for temporary services, to allow time for the Contractor to identify a qualified individual(s). However, if

the Contractor is unable to provide the specific services requested, the University must be notified as soon as possible so that alternate arrangements can be made.

Yes or No_____

- 8.2 The Contractor shall provide services any time of the day, any day of the week, as requested by the University. However, it is anticipated that most "office" type services will be requested for the hours of 7:00a.m. to 5:00p.m., Monday through Friday; most "service" type positions will be requested for the hours of 5:30 a.m. to midnight, seven days a week. Note: A "week" is defined by the University as Sunday through Saturday.

Unless specifically requested by the University, and agreed to by the Contractor, services will not need to be provided for any University paid holiday, including New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Yes or No_____

- 8.3 The Contractor must provide a criminal background check, at no cost to the University, for individuals placed in positions that require handling of funds or other fiscal responsibilities, or whenever deemed necessary by the University.

Yes or No_____

- 8.4 The individuals provided by the Contractor will be subject to the rules, regulations, and policies of the University and the specific department requesting the services.

Yes or No_____

- 8.5 The Contractor shall provide individuals who meet the approval of the University.

Yes or No_____

8.6 The Contractor shall conduct all screening, testing, reference checking, and interviewing of employees. If requested, the Contractor shall provide any or all of this information to the University.

Yes or No_____

8.7 The Contractor may be required to provide a criminal background check, at no cost to the University, for individuals placed in positions that require handling of funds or other fiscal responsibilities, or whenever deemed necessary by the University.

Yes or No_____

8.8 If requested, the Contractor shall replace any individual with whom the University is not satisfied. In the event the services provided were unacceptable or not completed due to the fault of the individual provided, the Contractor shall correct or complete the services at no cost to the University. The Contractor shall be liable for any additional expense incurred by the University above and beyond the contract rate.

Yes or No_____

8.9 Replacement of employees for no-shows or illness shall be made within two hours of notification.

Yes or No_____

8.10 Employees will not be allowed to smoke on University premises, except in specifically designated areas.

Yes or No_____

8.11 Drug or alcohol use/possession during scheduled working hours will be grounds for immediate release from employment at the University. Employees will not be permitted to work under the influence of drugs or alcohol.

Yes or No_____

- 8.12 The Contractor shall understand and agree that any University of Missouri Campus and/or department may utilize the contract, including the University Healthcare System. However, NO services shall be provided by the Contractor until a purchase order has been assigned by the Procurement department.

Yes or No_____

- 8.13 Contractor performance will be monitored throughout the contract period. If performance proves to be unsatisfactory, the University reserves the right to terminate the Contractor's participation in the contract.

Yes or No_____

- 8.14 The University will NOT be responsible for any "release fees" owed for temporary employees who obtain full-time employment at the University.

Yes or No_____

- 8.15 The contractor must comply with the University of Missouri Business Associate Agreement, attached to this RFP, (see Appendix A)

Yes or No_____

9. Desirable Criteria (Evaluation Criteria)

- 9.1 Describe your organizations scheduling process; specifically related to consistency in office clerical staff and custodial staff.
- 9.2 Describe your organizations applicant screening process.
- 9.3 Describe your organizations problem resolution plan.

Detailed Description of Temporary Positions

- **Office Assistant I**

Qualifications: A high school diploma or equivalent combination of education and experience from which comparable knowledge, skills, and ability may be acquired is necessary. An entry-level position which requires basic knowledge of office procedures. May require ability to type depending on the assignment. If typing is required, 40 wpm is typical. May require calculator skills. Ability to establish and maintain effective relationships with persons contacted in the course of work is necessary.

Typical Assignments: Greet visitors, give directions, answer questions, and provide information. Answer telephone, route calls, answer routine inquiries, and take accurate messages. May perform typing/word processing duties on a PC or Macintosh computer. Prepare and maintain files. Deliver messages and run errands. Assist in receiving, storing, and distributing supplies. Sort, open, and distribute mail and prepare outgoing mail. Receive, sort, and file materials.

- **Office Assistant II**

Qualifications: High school diploma or equivalent and six (6) months of responsible office experience is required. Directly related education or training may be substituted for experience. May require ability to type depending on the assignment. If typing is required, 50 wpm is typical. May require calculator skills. PC or Macintosh computer skills are preferred. Ability to establish and maintain effective relationships with persons contacted in the course of work is necessary.

Typical Assignments: Must be able to perform a variety of secretarial and clerical duties. Schedule appointments/conferences for departmental staff. Greet and assist office visitors. Answer moderately busy telephone, route calls, take messages, and answer routine inquiries. Send and receive faxes. Maintain general office supplies. File and purge records. Type/word process correspondence, reports and other materials. Input, revise, store and retrieve correspondence or reports on PC or Macintosh computers using software used on campus, such as WordPerfect or Word. Enter data into electronic files, databases or spreadsheets such as Lotus, Excel, Access, etc.

- **Office Assistant III**

Qualifications: A high school diploma or equivalent and two (2) years responsible office experience or two (2) years directly related education and training beyond high school. Ability to type 50 wpm. Skills in medical transcription may be necessary depending upon the position. Demonstrated skill with PC or Macintosh computers using a variety of software is necessary (i.e. Windows, WordPerfect, MSWord, Excel, Lotus, Access, Paradox, FileMaker Pro, dBase, etc). Excellent use of language (grammar, punctuation, spelling). Ability to handle phone system, and complex office work with speed and accuracy. Ability to work independently.

Typical Assignments: Perform a variety of responsible and complex secretarial and clerical duties, often working independently. May have responsibility in the budget/fiscal management areas. Type correspondence, reports and other materials from rough draft or tape dictation in order to provide final typewritten copy for review and signature using complex word processing commands including footnotes, mail merges, columns, graphs, graphics or equations. Compose and write routine letters of inquiry or furnish information in order to provide formal notification to others of action taken. Send and receive faxes. Handle confidential or sensitive material. Organize functions such as meetings and receptions.

Maintain data using spreadsheets or databases. Record/type and distribute minutes of departmental meetings. Make travel arrangements.

- **Office Assistant IV**

Qualifications: A high school diploma or equivalent and three (3) years responsible office experience and/or directly related education or training beyond high school. Demonstrated skill with PC or Macintosh computers using a variety of software is necessary (i.e. Windows, WordPerfect, MSWord, Excel, Lotus, Access, Paradox, FileMaker Pro, dBase, etc). Excellent use of language (grammar, punctuation, spelling). Ability to handle very busy phone system, and complex office work with speed and accuracy. Ability to work independently. Attention to detail and excellent organizational skills are necessary. Three years University experience at the same or higher level is required.

Typical Assignments: Perform administrative support duties for a department or executive level management with minimal supervision. Gather, organize and summarize information requested by supervisor, faculty or staff in order to provide supervisor, faculty or staff accurate data/information necessary for meetings/conferences using research techniques. Depending upon the department in which the position is assigned, the position may require skill in typing 50 wpm. Compose correspondence and respond to office inquiries. Review and approve accounting and purchasing documents. Select and schedule meeting facilities, equipment and meals for conferences and meetings. Assist with preparing presentations. Work with technical support to solve computer problems. Request services such as printing, building, equipment maintenance or

duplicating services. May functionally supervise clerical support or student employees, establish standard performance expectations and evaluate employee performance.

Coach and discipline employees as appropriate. Assign work to other office staff and establish work priorities. May have responsibility in the budget/fiscal management areas. Compile, research and tabulate financial information as needed. Review and reconcile accounting reports; advise management of problems and respond to inquiries regarding invoices and payments and prepare financial statements for operating units of a department. Schedule appointments and manage calendar for departmental staff members. Prepare payroll rosters.

Prepare PAF and other employment forms.

- **Administrative Assistant**

Qualifications: A high school diploma or an equivalent combination of education and experience from which comparable knowledge, skills and abilities can be acquired is necessary. Five (5) years of progressively responsible office experience is necessary. Supervisory experience may be necessary for some positions. Education or training beyond high school may be substituted for experience. Depending upon the department in which the position is assigned, the position may require skill in typing 50 wpm. Three years University experience at the same or higher level is required.

Typical Assignments: To perform responsible and varied administrative assistance at a paraprofessional level for a department, division, or executive officer. Gather, organize, and summarize information requested by supervisor, faculty or staff in order to provide supervisor, faculty, or staff accurate data/information necessary for meetings/conferences using research techniques. Schedule the use of office facilities/services/equipment. Select and schedule meeting facilities, equipment and meals for conferences and meetings. Prepare graphs/charts/schedules in order to aid supervisor in presenting departmental reports. Prepare monthly and annual financial statements for operating units or a department in order to show profit/loss of grant, contract, fund or account. Prioritize, supervise and evaluate extensive and varied tasks associated with special projects.

- **Cashier**

Qualifications: Must have a high degree or ability to control and accurately provide counts both to customers and in preparation of cash deposits. Must know the basic mathematics in providing accurate cash counts. Cash accountability is an essential element for this position. Must be able to operate a cash register, electronic point-of-sale device, and/or calculator.

Must have the ability to gain a working knowledge of the various departments of the retail areas since the position may require that telecommunications operations of the store be performed when needed.

Typical Assignments:

Check Cashing:

Operate a cash register or electronic point-of-sale device as needed. Follow established rules and procedures for cash tendering operation. Prepare cash reports

Accept customer checks with established check cashing policy and procedures

Follow established systems to determine eligibility of checks, which may include electronic verifications and/or lists

Possible Additional Duties:

Assist in selling stamps and other services at postal substation

Provide postal information

Sell postal money orders

- **Food Service Worker I**

Qualifications: Must be literate and able to serve others tactfully. Knowledge of basic food preparation and service methods is preferred. Personal cleanliness is important.

Typical Assignments: Perform miscellaneous food pre-preparation duties of an unskilled nature in support of food preparation and service; set up assigned food service counters, tables, and service areas; serve on cafeteria line and fill individual orders; perform cleaning and maintenance duties associated with assigned work; transport food, beverages and utensils to and from kitchen and serving areas; scrape, scour, prewash and rinse dirty dishes, trays, utensils and other dinnerware, operating automatic dishwashing

machine and related equipment; assist other kitchen and food service personnel by lifting and moving heavy containers; may assist or serve patrons on an individual basis; may perform catering duties as assigned at special events.

- **Food Service Worker II**

Qualifications: Must be literate, with a minimum of six (6) months experience in the preparation and serving of food for a private or commercial institution. Must possess knowledge of basic food preparation and service methods. Customer service and supervisory experience preferred.

Typical Assignments: Prepare basic items by frying, mixing, brewing or other means of preparation for service. May participate in and/or provide guidance to subordinate food service personnel with the following duties: setting up assigned food service counters, tables, and service areas; serving on a cafeteria line and filling individual orders; performing cleaning and maintenance duties associated with assigned work; transporting food, beverages, and utensils to and from the kitchen and serving areas; scraping, scrubbing, scouring, prewashing and rinsing daily dishes, trays, utensils, and other dinnerware; and maintaining storage spaces. May assist or serve patrons on an individual basis. May serve as cashier in food service facility on a short term or relief basis. May perform catering duties as assigned at special events.

- **General Laborer**

Qualifications: Must be literate, in good physical condition, capable of lifting heavy boxes and loading/unloading large equipment and able to follow supervisor instructions. May be required to operate a shrink wrapper, electric paper cutter, paper counter, box stitcher, and other miscellaneous equipment. Must perform duties in a safety-cautious manner at all times.

Depending on the position available, may be required to work odd or long hours, as required for special events.

Typical Assignments: Assembly-line type work, including packing, unpacking, shipping boxes, and shrink wrapping material; stage crew work involved with the physical set-up and tear-down of concerts and special events; and assembly/moving of shelving and boxed contents as required.

- **Trades Helper**

Qualifications: Must be able to read, write, and make simple mathematical computations. Some experience in general construction or similar work is preferred. However, this is unskilled, manual work involving performance of duties incidental or preparatory to the work of skilled tradesmen. Although work is closely checked for conformance with instructions, routine or repetitive tasks requiring a minimum degree of skill and knowledge of trade techniques are performed subject to spot-checking. Functional contact with other University staff and students is required.

Typical Assignments: While duties performed vary widely among employees assigned to this position, they are in all cases simple, routine, or repetitive and are performed for the purpose of expediting the associated skilled work being performed by workers of a higher skill level. Duties included with this position include: load and unload small trucks and transport employees, tools, supplies and equipment to and from job sites; make simple measurements and cut, bend, shape, apply, mix or otherwise handle materials and substances in accordance with instructions; may be required to use power tools, such as saws, drills, wrenches, etc.; perform housekeeping duties in the shop or at the job site; and perform simple cleaning and preventative maintenance tasks on tools and equipment.

- **Custodian**

Qualifications: Must be literate. Depending on the positions available, a valid driver's license may be required. Must be able to lift, carry and set down objects of moderate weight (25-50 lbs.) on a daily basis. Will need to be able to grasp broom and mop handles, work around dust and cleaning chemicals, and climb stairs, step stools, and ladders on a daily basis. This is routine, manual work utilizing knowledge of various custodial materials, equipment, methods and procedures used in maintaining a clean, neat and orderly building. Work is spot-checked frequently and reviewed by observation

for neatness, cleanliness, efficiency and overall results. Functional contact with students, staff and the general public using the building facilities is required. May be required to work either day or evening schedule.

Typical Assignments: Perform miscellaneous duties in the care and cleaning of University buildings, including: sweep floors, empty trash receptacles, spot wash walls, dust furniture, clean windows, sweep/shovel snow from building entrances, clean drinking fountains, wash blackboards, replenish chalk, and other related duties. May wet-mop floors, prepare floors for waxing, apply wax and buff floors. Prepare rooms for meetings by setting up chairs, tables and necessary equipment; vacuum carpet, polish metal and order custodial supplies as needed. Clean and stock restrooms; wet-mop floors, clean and disinfect sinks, stools and commodes; and clean/polish mirrors. May perform building security duties such as locking and unlocking doors, checking windows, turning lights on or off, and reporting items that need repair to supervisor.

Dental School Position Description

- Dental Clinic Receptionist

Qualifications: A high school diploma or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired is necessary, as well as one year experience as a receptionist or in a position with related clerical duties.

Typical Assignments: The UMKC Dental School is seeking an experienced, customer-service focused Dental Clinic Receptionist to join their collaborative, team environment.

Duties include but are not limited to: As the first point of contact, this person greets and provides information and assistance to Dental School patients, visitors, faculty, staff and students. This is a high volume clinic, with public contact where, due to the volume and type of services being provided, there exists the potential for highly stressful and emotionally-charged encounters. This is a paperless office; will be responsible for data entry of new patient charts; accuracy will be critical. The individual in this position must be committed to top quality customer service.

- Dental Assistant

Dental Assistant Qualifications: A high school diploma and at least 1 year of experience from which comparable knowledge, skills and abilities can be acquired is necessary. Certifications as required by regulatory agencies is necessary.

- **Senior Dental Assistant Qualifications**

A high school diploma and at least 2 years of experience from which comparable knowledge, skills and abilities can be acquired is necessary. Certifications as required by state/federal law or regulatory agencies is necessary.

Typical Assignments:

Prepare and clean cubicle and modules before and after treating patients.
Prepare instrument arrangements for instrument transfer and sterilization.
Review patient appointments and dental records to anticipate and schedule or obtain needs of the dental student.
Maintain a dry field by oral evacuation.
Mix and prepare dental materials for use in treatment procedures.
Place rubber dam, matrix, amalgam, or direct gold when applicable.
Take and process radiographs.
Take study impressions, pour all impressions and make personalized trays.
Chart existing conditions of an oral examination and obtain and replace dental records.
Maintain daily log of appointment procedures for evaluating progress of dental student.
May perform routine clerical and secretarial duties and make and verify appointments.
Assist in emergency clinic during student breaks.

- **Dental Hygienist**

Current Dental Hygienist license with the State of Missouri.

Typical Assignments: A dental hygienist is a licensed dental professional who specializes in preventive oral health, typically focusing on techniques in oral hygiene. Duties include, but are not limited to: clean teeth, examine patients for signs of oral diseases such as gingivitis, and provide other preventive dental care, educate patients on ways to improve

and maintain good oral health, prophylaxis, scaling and root planning for patients with periodontal disease, taking of prescribed radiographs, dental sealants, administration of fluoride, and providing instructions for proper oral hygiene and care.

- **Central Sterile Assistant**

Minimum Qualifications

A high school diploma, GED, or an equivalent combination of education and experience from which comparable knowledge, skills and abilities can be acquired.

Preferred Qualifications

Knowledge of dental materials and equipment, proven customer service skills, Experience with detail oriented tasks

Typical Assignments: This position requires strict attention to the attendance and punctuality policies.

Must be able to stand a continuous eight hours.

Dispense and receive supplies and equipment for dental students and faculty.

Assist students with identifying and selecting correct material for procedure to be performed.

Ensure that dental equipment and/or supplies that are returned are properly sterilized/disinfected/disposed of for patient treatment.

Comply with OSHA, UMKC and Hazmat guidelines at all times.

Receive, sort, and file materials.

Monitor supply of materials with limited shelf life.

Monitor supplies and notify manager of the need to reorder.

Maintain cleanliness of counter and dispensary.

Periodically perform routine cleaning and basic maintenance checks on a variety of equipment.

Assist with state dental boards.

Perform related duties as assigned.

- **Dental School Patient Accounts Cashier**

Minimum Qualifications

A high school diploma, GED, or an equivalent combination of education and experience from which comparable knowledge, skills and abilities can be acquired.

Typical Assignments: The UMKC School of Dentistry is seeking an experienced and self-motivated individual to work as a Cashier in our busy Dental School. The ideal candidate will need to have excellent customer service, be able to handle a diverse customer base, research customer problems and accurately process a high volume of transactions on a daily basis. Duties include but are not limited to:

Compute and record totals of transactions

Count money in cash drawers to insure that amounts are correct and that there is adequate change

Greet customers and issue receipts, refunds, credits or change due to customers

Receive payment by cash, check, credit cards or automatic debits

Keep a balance sheet of amounts and numbers of transactions

Works the front desk greeting people in order to find out what is needed to help them.

This could be doing credit extensions or billing a third party for the payment.

- **Dental School Office Support Assistant**

Minimum Qualifications

A high school diploma, GED, or an equivalent combination of education and experience from which comparable knowledge, skills and abilities can be acquired.

Typical Assignments: This position may fulfill many different duties within various departments at the School of Dentistry. Typical job duties could include but are not limited to any of the following:

Provide professional, cordial customer service to faculty, students, and staff.

Answer telephones in area and direct the call to the appropriate recipient.

Respond to telephone inquiries regarding clinic hours, appointment changes, etc.

Schedule patients with dental students.

Run Reports in clinic management software, identifying patients that need a first appointment, recall appointments, or have not been seen in a timely manner.

Report problems with equipment operation to the maintenance staff.

Assist Team Coordinator in scheduling Team Meetings and coordinating announcements to students.

Provide assistance regarding record handling protocol and HIPAA guidelines.

Scan x-rays and paper documents into patient electronic records.
Handle and scan x-rays that are either mailed or brought in from patients.
Maintain dental kit types in clinic management system.
Assist students, faculty and staff to troubleshoot and resolve clinic management system issues.
Maintain confidential patient records/information.
Maintain accurate information in the centralized clinic management system database regarding patient/student/resource scheduling; individual patient treatment needs and historical treatment records; and detailed student completion of dental procedures in relation to meeting graduation requirements.
Audit patient records to ensure compliance to legal requirements and adherence to industry standards.
Provide technical and administrative support to faculty and students for online assessment, database development, and to provide a variety of end user training and support
Work with technical support to solve computer and technology problems
Utilize software to input, select, and extract data, and design reports
Compose/type documents, correspondence, reports, and prepare presentations
Administer and maintain selected online tools and resources
Compose and distribute minutes of meetings
Compile, research, tabulate financial and other information as needed, prepare financial statements for operating units of a department
Assist with event planning
Request services such as printing, building, equipment maintenance or duplicating services
Order supplies and equipment and maintain adequate stock of departmental supplies and equipment
Manage calendars and schedule appointments
Select and schedule meeting facilities, equipment and meals for conferences and meetings
Good communication, customer relations skills, team player and ability to multi-task are essential to this position and will be a primary consideration in hiring.
Serving as the front office support, greeting and assisting staff and patients in person and by phone; works well under stress especially when waiting room is full with patients in pain
Scheduling of patients, students with their patients and student presentations
Providing information, assistance and support to staff and patients
Maintaining confidentiality of patient records and accepting payments
Check in patients, take note of payments and/or accept payments

Track student attendance, time units, n2o competencies, oral surgery competencies, extractions and post op care of patients

Type exams and assist faculty in other course work, coordinate with Truman Medical Center for resident scheduling and answer code blue phone to set things in motion expediently

May function in supervisory capacity when faculty is not available

NOTE: Specific qualifications and requirements for the positions specified herein may vary depending on actual requirements. The University of Missouri – System reserves the right to additional positions as needed; during the contract term.

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.

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
FOR
FURNISHING & DELIVERY
OF
TEMPORARY STAFFING SERVICES
FOR
THE UNIVERSITY OF MISSOURI
RFP # 18-9011-DH-U
OPENING DATE: APRIL 2, 2018
TIME: 12:00 PM, CDT

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

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
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-0mo.gov/sldc
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.slmbc.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.

Appendix 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, 45C.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 HITECH 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 DATE
UNIVERSITY OF MISSOURI

APPENDIX B:

Temporary Staffing Services _Rate Sheet

Excel File may be found at the following University of Missouri Procurement Website, titled 18-9011-DH-U Temporary Staffing Services Rate Sheet.

<https://www.umsystem.edu/ums/fa/procurement/bids>