



Health Care

October 30, 2025

REQUEST FOR PROPOSAL 31204

Occupational Medicine

Occupational Medicine and EMR

for

The Curators of the University of Missouri
on behalf of University of Missouri Health Care

APPENDICES ONLY

- **Proposal Appendices – Informational Only** (do not submit with your proposal)
 - Appendix 1: “Instructions to Respondents Specific to this RFP”
 - Appendix 2” “Addendum to Agreement – Health IT”
 - Appendix 3: “Data Protection Addendum”
- **Proposal Attachments – Submission Required**

APPENDIX 1
INSTRUCTIONS TO RESPONDENTS, SPECIFIC TO THIS RFP
RFP 31204 Occupational Medicine and EMR

1.0 BACKGROUND AND NARRATIVE

1.1 University of Missouri / University of Missouri Health Care Background:

Please see RFP Section “2.0, Detailed Specifications”, “2.3, Background” for the background and narrative for (1) The University of Missouri, (2) University of Missouri Health Care [MUHC], (3) MUHC Hospitals, and (4) MUHC Affiliations and IT Partnership.

1.2 Project/Solution Overview and Background:

MU Health Care is seeking information and/or proposals for an Occupational Medicine and EMR Management Solution that supports the delivery of comprehensive occupational health services to employees and external clients. The system should enable efficient management of work-related injuries, pre-employment and fitness-for-duty exams, drug and alcohol testing, case management, billing, and regulatory documentation.

The goal is to identify a solution that streamlines clinical workflows, supports compliance and reporting requirements, enhances patient and employer communication, and integrates with other enterprise and clinical systems.

Key Goals and Objectives:

- **Comprehensive Occupational Medicine Recordkeeping**
Maintain detailed medical records for occupational encounters, including work injuries, exams, test results, and return-to-work status.
- **Work Injury and Case Management**
Support case tracking from injury reporting through treatment, follow-up, and closure, with documentation for workers’ compensation and regulatory compliance.
- **Pre-Employment and Fitness-for-Duty Exams**
Manage and document physical exams, screenings, and evaluations for new hires and ongoing fitness assessments.
- **Testing and Compliance Programs**
Support workflows for drug and alcohol testing, respiratory programs, vision and hearing testing, and other occupational safety requirements.
- **Employer and Client Coordination**
Enable secure communication and reporting with employer clients and internal departments, including customizable report generation.
- **Integration and Interoperability**
Integrate with EHR, billing, and scheduling systems to support continuity of care and operational efficiency.
- **Billing and Revenue Cycle Support**
Include functionality for charge capture, coding, and electronic claims submission for occupational health services.

- **Regulatory and Data Security Compliance**
Ensure full adherence to HIPAA, OSHA, and other applicable occupational health and safety regulations.
- **Analytics and Reporting**
Provide configurable dashboards and reports to support quality assurance, performance tracking, and regulatory submissions.

Operational Statistics: Separate electronic medical record system for 2 Occupational Medicine clinics with ~9000 projected visits annually across both locations. Over 1544 unique employers registered.

2.0 REQUEST FOR PROPOSAL INSTRUCTIONS

Please also read RFP Section “1.0, General Information for Respondents”. The following instructions are specific to this RFP.

Responses shall be in the same order and fashion of the “Mandatory” and “Desirable” specifications as outlined in “Attachment B / Specifications.” To be fully credited in the evaluation, respondents shall describe their ability and methods for complying to each specification. If no response or insufficient response is provided to substantiate compliance, MUHC reserves the sole right to reject respondent’s proposal from further consideration.

With responses to the specifications, reference any relevant supplemental documentation included with the proposal that would ensure the specifications are met.

2.1 Register as Participant with a “Letter of Intent”

To ensure inclusion of all RFP correspondences, Register as Participant by submitting a very brief “Letter of Intent” (LOI) via email to Rick Hess at RHess@Health.Missouri.edu, referencing “**RFP 31203, Occ Med EMR**” in the subject and on the LOI email:

- An interest in submitting a proposal and receiving all RFP updates and modifications,
- The name, title, contact information, and role in the RFP process for the person who you wish to receive RFP updates and modifications (amendment),
- Stating the deadline for submitting questions (**Wed, November 12, 2025 @ 3:00 PM CT**), and
- The deadline for submitting proposals (**Wednesday, December 10, 2025 @ 3:00 PM CT**).

2.2 Preparation of Proposals

The respondent is expected to examine the specifications and all instructions. Failure to do so will be at the respondent’s risk. The respondent shall furnish the information required by this Solicitation. Erasures or other changes must be initialized by the person authorized to sign the proposal.

2.3 Pre-Proposal Conference

There will not be a formal pre-proposal conference.

2.4 Questions/Explanations/Interpretations

Any prospective respondent desiring an explanation or interpretation of the solicitation, specifications, etc., must request it via email to:

- Rick Hess at RHess@Health.Missouri.edu, referencing “**RFP 31204, Occ Med EMR**” in the subject.

NOTE: The deadline for submitting questions is **Wednesday, November 12, 2025 @ 3:00 PM CT.**

Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective respondent concerning this Solicitation will be furnished promptly to all prospective respondents as an amendment if the information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective respondents. The respondent ***MUST BE REGISTERED TO RECEIVE AMENDMENT(S) VIA EMAIL***

2.5 Amendments to Solicitation

- If the Solicitation is amended, all terms and conditions which are not modified remain unchanged.
- Respondents shall acknowledge receipt of any amendment to this Solicitation by:
 - Identifying the amendment number and date in the space provided for this purpose on the "Proposal Agreement" form.

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2.6 Proposal Submission

PREFERRED METHOD (Electronic via Email)

To be eligible for consideration, an email with two attachments (either in Microsoft 365 or PDF format) must be submitted and received by **Wed, December 10, 2025 @ 3:00 PM CT** in the following format:

- **To (Rick Hess):** RHess@Health.Missouri.edu
- **Subject (must be):** RFP 31203, EE Health EMR, Due: 12/10/25 by 3:00 PM CT
- **Volume I (*Responses*) named:**
 - VI - EE Health EMR, Attach A-PA (Your Firm's Name) – YYMMDD
- **Volume II (*Financials*) named:**
 - VII - EE Health EMR, Attach FW (Your Firm's Name) – YYMMDD
- **Body:** Please do not include any of your "proposal" in the body of the email. Clearly include the name, email address and phone number of the person you wish to receive confirmation of receipt, and who Rick Hess may call with any questions or issues with the proposal (such as an attachment will not open properly).

Rick Hess will (1) open the email to reply with confirmation of receipt, (2) open the attachments only to ensure there is no issue with access, (3) close the attachments immediately without review, and (4) will not reopen the attachment prior to the submission deadline.

OPTIONAL METHOD (Hand or Carrier Delivered)

To be eligible for consideration, a sealed proposal packet [one (1) original, clearly identified as containing documents with original signatures and one (1) electronical copy of the entire submission on a flash drive], divided into two packets:

- **Volume I (*Responses*) named:**
 - VI - EE Health EMR, Attach A-PA (Your Firm's Name) – YYMMDD
- **Volume II (*Financials*) named:**
 - VII - EE Health EMR, Attach FW (Your Firm's Name) – YYMMDD

And must be submitted and received by **December 10, 2025 @ 3:00 PM CT** to the following address:

Rick Hess

Strategic Sourcing Specialist
MUHC Quarterdeck Building
2401 LeMone Industrial Blvd, Rm 171
Columbia, MO 65201

To ensure the proposal is routed properly and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

RFP 31203, EE Health EMR
Due: 12/03/25 by 3:00 PM CT

2.7 Handling of Proposals

- Proposals received prior to the closing date and time will remain unopened and secured until after the established proposal opening date and time.
- **A proposal will not be considered if it is received after the exact date and time specified for receipt.** Acceptable evidence to establish the time of receipt is the CT date/time of the email, or an MUHC stamped CT date/time on the proposal wrapper or other documentary evidence of receipt maintained by MUHC.

2.8 Proposal Modifications

- A modification resulting from MUHC's request for "best and final" proposal received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by MUHC after receipt at MUHC.
- Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to the MUHC will be considered at any time it is received and may be accepted.

2.9 Proposal Withdrawal

- No proposal shall be withdrawn for a period of Ninety (90) days after the opening of the proposals without written consent of MUHC.

2.10 Evaluation of Proposals

2.11 Evaluation of Proposals

- MUHC will strive to complete the proposal and presentation reviews and issue a "Notice of Award" by the end of day **Friday, January 30, 2026**.

2.12 OTHER APPENDICES - Informational Only (do not submit with your proposal):

- Please see [Appendices 2 \(Addendum to Agreement\)](#) and [3 \(Data Protection Addendum\)](#). These documents are not required for submission with your proposal but will be incorporated as addenda to the agreement with the awarded firm.

APPENDIX 2
ADDENDUM TO AGREEMENT
THE CURATORS OF THE UNIVERSITY OF MISSOURI

Note: This appendix is not required for submission with your proposal. However, it will be incorporated as an addendum to the agreement with the awarded firm.

This Addendum to Agreement (“Addendum”) is made and entered into and effective upon the signing of both Parties (“Effective Date”) by and between The Curators of the University of Missouri, a Missouri public corporation (“University”) and XXXXX (“Contractor”). This Addendum modifies and is incorporated by reference into the agreement entitled XXXXXXX with effective date of XXXXXX between University and Contractor (“Agreement”). Both University and Contractor are also referred to herein as “Party” or, collectively “Parties.”

1. **Order of Precedence:** This Addendum modifies and supersedes anything contained in the Agreement or Contractor’s forms, whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF CONFLICT BETWEEN THE AGREEMENT AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL AND CONTRACTOR WAIVES ANY CLAIM TO THE CONTRARY.
2. **Representations and Warranties by Contractor:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Missouri, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor. Contractor represents and warrants that any software, deliverables, or data provided to University will (i) be free of viruses, malware and other malicious code; and (ii) will not infringe the intellectual property rights or misappropriate the trade secrets of any third party. Contractor will defend and indemnify University from and against any damages or third party claims arising out of a breach of these representations and warranties.
3. **Payment:** Payment by University for goods/services under the Agreement shall be made as follows: (a) payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) any provisions in the Agreement obligating University to pay late fees or interest on past due payments are deleted in their entirety. If University disputes, reasonably and in good faith, the contents or validity of any item contained on a Contractor invoice to the University (the “Disputed Charge”), University may withhold payment of such portion that is the Disputed Charge provided that the University promptly gives Contractor written notice of, and the basis for, such Disputed Charge and the University pays timely all undisputed charges.
4. **Tax Exempt:** University is generally exempt from the payment of Missouri and federal income and/or sales taxes and will provide necessary documentation confirming its tax-exempt status upon written request. Any provisions in the Agreement requiring University to pay taxes, or allowing Contractor to withhold taxes, are deleted in their entirety.
5. **Charges, Fees, or Costs:** Any provisions in the Agreement obligating University to pay increases in pricing due to changes in tariffs, duties or similar governmental charges or costs of collection, court costs, and/or attorneys’ fees are deleted in their entirety. The agreed-upon prices shall remain fixed and shall not be subject to adjustment based on any such external increased charges, fees, or costs.
6. **Third-Party Software:** If the Agreement contemplates or requires the use of third-party software, Contractor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. Contractor shall indemnify and defend University against all claims resulting from an assertion that any such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
7. **Accessibility:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including 28 C.F.R. Pt. 35, Section 508 of the Rehabilitation Act, and RSMo. 161.935. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG) 2.2 and AA as the minimum standard.

Contractor shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.2, Level A and AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product’s current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a “roadmap” plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) within 15 days of notice respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from Contractor’s failure to meet WCAG 2.2 A and AA guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the Contractor must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG 2.2 A and AA standards, the Contractor agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline; provided, however, that any such improvements shall be implemented within 15 days of notice. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement. The foregoing requirements are subject to the discretion of the University of Missouri System Director of Accessibility and ADA Coordinator.
8. **Governing Law, Jurisdiction, and Venue:** The Agreement and

all of the rights and obligations of the Parties hereto and all of the terms and conditions of the Agreement will be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of the Agreement shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. Any provisions to the contrary in the Agreement are deleted in their entirety.

9. **Termination Right:** University reserves the right to terminate this Agreement upon thirty (30) days' written notice to Contractor. If this right is exercised, University agrees to pay Contractor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require University to (1) compensate Contractor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Agreement is terminated early.
10. **Use of Name:** Neither Party shall use the name or indicia of the other Party, nor of any of a Party's employees, in any manner of publicity, advertising, or news releases without prior written approval of the other Party.
11. **Confidentiality:** Any provisions in the Agreement requiring University or its employees to keep information confidential will not apply if disclosure is required by state or federal law, including Chapter 610 of the Revised Statutes of Missouri ("Missouri Sunshine Law") or by a valid court or administrative order.
12. **University's Indemnification of Contractor:** Any provisions in the Agreement requiring University to defend, indemnify or hold harmless Contractor or a third party are deleted in their entirety.
13. **Insurance:** Any provisions in the Agreement stating that University shall purchase or maintain liability insurance or name Contractor as an additional insured are deleted in their entirety.
14. **University Liability:** Any provisions in the Agreement stating that University agrees to be responsible for the acts or omissions of anyone other than its employees are deleted in their entirety. University will not be liable for any indirect or consequential damages including punitive damages and lost profits.
15. **Limitation of Actions:** Any provisions limiting the time in which University may bring suit against Contractor or any other third party are deleted in their entirety.
16. **Contractor Liability:** Any references to University limiting damages, remedies, or waiving any claim are deleted.
17. **Disputes:** Any provisions in the Agreement binding University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity are deleted in their entirety. Any provision that University waive its rights to a jury trial is deleted in its entirety.
18. **Sovereign Immunity:** Neither the execution of the Agreement by University nor any other conduct, action, or inaction of any University representative relating to the Agreement is a waiver of sovereign immunity by University.
19. **No Boycott:** If the Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Agreement. In this Paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
20. **Non-Solicitation and Exclusivity:** Any non-solicitation and

exclusivity provisions in the Agreement are deleted in their entirety.

21. **IT Manager:** If Contractor is providing University with software or other information technology solutions, Contractor acknowledges that University has transitioned and delegated some of its IT-related functions to Cerner Corporation and its personnel (the "IT Manager"), including, but not limited to, the monitoring, maintenance, and management of software and information technology solutions, in all cases solely for the University's business purposes and at the University's facilities (the "Transactions"). Contractor agrees that: (i) University may transition and delegate to the IT Manager the monitoring, maintenance, management, and incidental functions relating to Transactions, and (ii) University may permit the IT Manager or other contractor performing similar functions to access and use the software in furtherance of the foregoing, in each case in connection with the Transactions; provided, that the IT Manager or such other contractor shall be subject to and comply with all confidentiality and other license restrictions applicable to the University and the software under the Agreement in accordance with its terms.
22. **IT Applications:** All information technology (IT) applications and systems used by the University must be developed, implemented, and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices. In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local, and federal laws and regulations. Contractor certifies that it has read and will comply with the University's guidelines for application development (<https://www.umsystem.edu/ums/is/infosec/sections-sysapp>) and all applicable elements of the University of Missouri Information Security Program (<https://www.umsystem.edu/ums/is/infosec>). Contractor agrees to protect the privacy and security of University data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this Agreement. Contractor will comply with University's Data Protection Addendum ("DPA") which is located at <https://www.umsystem.edu/sites/default/files/media/fa/procurement/Data%20Protection%20Addendum.pdf> and is incorporated herein by reference.
23. **Insurance:** Contractor agrees to maintain Data Breach coverage to cover claims arising out of the negligent acts, errors, or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$2,000,000 per occurrence, \$5,000,000 aggregate. Prior to the commencement of work under the Agreement, Contractor shall provide a certificate of insurance evidencing such insurance, shall name the officers, employees, and agents of the University as Additional Insured with respect to the order to which these insurance requirements pertain. Neither the requirement for Additional Insured status nor any of the Contractor's actions in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity, or any other type of immunity enjoyed by University, the Board of Curators of the University of Missouri, or any of its officers, employees, or agents. Contractor shall provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such

insurance. The Contractor agrees to defend, indemnify, and hold harmless University, its 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, and agrees to pay or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor 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 Agreement upon written notice.

24. **Exclusion and Debarment:** Contractor represents and warrants that neither it nor any of its owner, officers, directors, managers, or employees providing services under this Agreement are excluded from participation in any federal health care programs, as defined under 42 U.S.C. 1320a-7b(f), or any form of state Medicaid program. Contractor further represents and warrants that neither it nor any of its owners, officers, directors, managers, or employees providing services under this Agreement have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency. Contractor agrees to notify University of the commencement of any such proceeding to exclude, debar, suspend, or declare ineligible Contractor or any of its owners, officers, managers, or employees providing services under this Agreement within seven (7) business days of learning of it.

25. **HIPAA:** The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Missouri state laws pertaining to medical privacy (collectively, "Privacy Laws"). Contractor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the Parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a Party to the other, this Agreement may be terminated by either Party upon written notice to the other Party.

26. **Access to Books and Records:** If either Party should be deemed a subcontractor of the other Party subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), that Party shall, until the expiration of four years after the furnishing of services pursuant to this Agreement, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, or any of their duly authorized representatives, a copy of the Agreement and the books, documents

and records of services that are necessary to certify the nature and extent of the costs incurred under this Agreement by that party. If services or any duties of this Agreement are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement by that Party. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of this Agreement.

27. **Change in Law:** In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect, in the opinion of legal counsel of University, the legality of this Agreement or adversely affect the ability of either Party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice, each Party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation, or decision, and each Party will execute such amendment. In the event that the Parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following the notice provided in this paragraph, this Agreement may be terminated upon not less than thirty (30) days' prior written notice of termination.

28. **Compliance with Policies:** Contractor shall comply with all of University's policies for contractors and vendors.

29. **Amendment:** The Parties agree that all amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both Parties. Any provisions to the contrary in the Agreement are deleted in their entirety.

30. **Miscellaneous:** In the event that any provision of the Agreement or this Addendum or portion thereof is determined to be invalid, unlawful, void, or unenforceable, such portion shall be deemed to be amended and removed, with all remaining portions of the Agreement as amended by this Addendum to remain in force and unaffected thereby. All capitalized terms used but not defined herein shall be as defined in the Agreement. Except as and to the extent modified by this Addendum, all provisions of the Agreement shall remain in full force and effect in accordance with its terms. This Addendum shall be manually or electronically signed and may be delivered by facsimile or other electronic transmission, which shall constitute an original. The Agreement as amended by this Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein and therein.

Contractor:

By: _____

Name: _____

University:

By: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

APPENDIX 3
DATA PROTECTION ADDENDUM
(Rev. July 2025)

Note: This appendix is not required for submission with your proposal. However, it will be incorporated as an addendum to the agreement with the awarded firm.

This Data Protection Addendum supplements the University of Missouri Standard Procurement Terms and Conditions found at [PO Terms & Conditions](#) ("Terms and Conditions"). The Curators of the University of Missouri ("University") requires that their service providers, suppliers, distributors and other business partners and their employees (collectively "Contractor") comply with the requirements in this Data Protection Agreement ("DPA") with respect to any information that University, University employees, representatives, customers, or other business partners make available to Contractor in the context of Contractor's business relationship with University (collectively "University Data"). Contractor is a Processor that provides certain services ("Services") to University pursuant to an agreement or agreements with University (the "Underlying Agreement(s)") and Processes, on University's behalf, Personal Information that is necessary to perform the Services under the Underlying Agreement(s).

NOTE REGARDING PATIENT INFORMATION: If Contractor, through work with one of the University's designated "health care components", will receive, create, or come into non-incident contact with individually identifiable health information of University patients -- "Protected Health Information" as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F.R. Part 160.103 -- the University's Business Associate Addendum applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards to Protected Health Information (PHI).

1. Definitions

Any capitalized term used but not defined herein shall have the meaning ascribed to it in the applicable Data Protection Laws.

The definitions enumerated below (including all conjugations, forms, and tenses thereof) apply to this DPA:

- a. "Data Breach " means Contractor's negligence or a breach of Contractor's security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information.
- b. "Data Protection Laws" means, as applicable: (a) the Family Educational Rights and Privacy Act (FERPA); (b) the Health Insurance Portability and Accountability Act (HIPAA); (c) the Gramm-Leach-Bliley Act (GLBA); (d) the Payment Card Industry Data Security Standards (PCI-DSS); (e) the Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of

Education guidance; and (f) any other laws, rules, regulations, self-regulatory guidelines, implementing legislation, or third party terms relating to privacy, security, breach notification, data protection, or confidentiality and applicable to processing of Personal Information.

- c. "Data Subject" means any person, household, or device that becomes subject in any manner to the services performed for University by Contractor.
- d. "Personal Information" (i) means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject that may be (a) disclosed or otherwise made accessible to Contractor by University in anticipation of, in connection with, or incidental to the performance of Services for or on behalf of University; (b) Processed at any time by Contractor in connection with or incidental to the performance of this DPA or the Underlying Agreement(s); or (c) derived by Contractor from the information described in a) or b) above; and (ii) supplements the foregoing definition enumerated in (i) by also incorporating the definition of "Personal Information," "Personal Data," and "Non-Public Personal Information under Data Protection Laws. Personal Information includes without limitation behavioral characteristics and profiles. Personal Information includes Protected Health Information as defined under HIPAA.
- e. "Processing" means performing any operation (whether automated or manual, or through some combination) relative to Personal Information, including, without limitation, accessing, collecting, organizing, retaining, using, disclosing, storing, manipulating, adapting, analyzing, aggregating, categorizing, transmitting, destroying, and deriving or creating information from, Personal Information.
- f. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.

2. Processing Restrictions and Obligations

Contractor may Process Personal Information only as strictly necessary to deliver the Services pursuant to the Underlying Agreement(s). Without limiting the foregoing and to avoid any doubt, Contractor represents, warrants, and covenants as follows:

- a. Contractor is acting solely as a Processor with respect to Personal Information, and University has the exclusive authority to determine the purposes for and means of Processing the Personal Information.
- b. Contractor will Process Personal Information only (i) for a business purpose and (ii) on behalf of University, for the sole purpose of performing the Services specified in the

Underlying Agreement(s), and Contractor will not collect, retain, use, disclose or otherwise Process Personal Information for any other purpose.

- c. Contractor will not sell Personal Information or use or otherwise Process Personal Information for monetary or other valuable consideration.
- d. Contractor will not retain, use, disclose or otherwise Process Personal Information outside of the direct business relationship between Contractor and University.
- e. Contractor may not derive information from Personal Information for any purpose other than to perform Services under the Underlying Agreement(s).
- f. Contractor may not engage or communicate with a Data Subject in any way, whether directly or indirectly (including, without limitation, via interest-based advertising, mobile messaging, contextual online experiences, online ad-serving, email, telephone, social media, and location-aware technologies) except under written agreement between Contractor and University that specifies the means and methodology of, and limitations on, the media or communication channel in question
- g. Contractor will immediately inform University in writing of any requests with respect to Personal Information received from University's customers, consumers, employees or others. Contractor will cooperate with University as needed by University regarding Data Subject rights, including enabling (i) access to a Data Subject's Personal Information, (ii) delivering information about the categories of sources from which the Personal Information is collected, (iii) delivering information about the category of Processor that Contractor is, or (iii) providing information about the categories or specific pieces of a Data Subject's Personal Information that Contractor Processes on University's behalf, including by providing the requested information in a portable and, to the extent technically feasible, readily useable format that allows a Data Subject to transmit the information to another entity without hindrance.
- h. Upon University's request, Contractor will immediately Securely Destroy a particular Data Subject's Personal Information from Contractor's records and direct any relevant contractors or agents to also Securely Destroy such Personal Information from their records. If Contractor is unable to Securely Destroy the Personal Information for reasons permitted under applicable Data Protection Laws, Contractor will (i) promptly inform University of the reason(s) for Contractor's refusal of the destruction request, (ii) ensure the privacy, confidentiality, and security of such Personal Information, and (iii) Securely Destroy the Personal Information promptly after the reason for Contractor's refusal has expired.
- i. Contractor may only Process Personal Information for as long as the applicable Underlying Agreement(s), relationship, or arrangement between Contractor and University authorizes it, and only to benefit University (and not Contractor or any of Contractor's other clients or customers). In the event of any conflict with this DPA Data Protection

Addendum and any Business Associate Agreement ("BAA") between University and Contractor, the BAA will control.

- j. Where Contractor provides a third-party access to Personal Information, or contract any of Contractor's rights or obligations concerning Personal Information to a third party, Contractor will enter into a written agreement with each such third party that imposes obligations on the third party that are at least equivalent to those imposed on Contractor under this DPA. By written agreement and through technical, organizational, and physical measures, Contractor must (i) limit such third party's access to and Processing of Personal Information to that which is solely necessary to deliver the Services under the Underlying Agreement(s) and (ii) prohibit such third party from selling Personal Information. Contractor shall conduct ongoing reviews, at least annually, of such third-party agreements to ensure ongoing compliance with the requirements of this DPA or those that are least equivalent.
- k. Contractor will maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, University Data), pursuant to applicable Data Protection Laws, and keep University Data confidential. Contractor will ensure that such persons with access to University Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- l. Contractor will make its applicable employees familiar with the relevant provisions of the Data Protection Laws and shall provide adequate training. Contractor will supervise compliance of such employees with applicable Data Protection Laws.
- m. University has the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the Data Protection Laws, the Underlying Agreement(s) and this DPA (including the technical and organizational measures). Contractor shall reasonably cooperate in the performance of such audits. This provisions applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data. If Contractor must under this DPA create, access, obtain, transmit, use, maintain, process, or dispose of University Data, Contractor will, at its expense, conduct or have conducted, at least annually, a (1) security audit by a third-party with audit scope and objectives deemed sufficient by the University, which attests the Contractor's security policies, procedures, and controls; (2) vulnerability scan performed by a third-party using industry standard and up-to-date scanning technology of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and (3) formal penetration test by a third-party using industry-standard and up-to-date scanning technology, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this DPA.

- n. Additionally, no more than once per year, Contractor shall make available to University, information reasonably necessary to confirm compliance with this DPA. Upon request, Contractor will provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this DPA. Contractor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Contractor in regard to the submitted certifications/attestations. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.
- o. In accordance with the Data Protection Laws and other industry standards, Contractor has appropriate policies and procedures in place to manage a Data Breach.
- p. In accordance with the Data Protection Laws, Contractor shall notify University without undue delay, but in no event later than 36 hours after discovery, in the event of a Data Breach relating to University Data, of which Contractor reasonably suspects or knows to have occurred. Contractor shall provide commercially reasonable cooperation and assistance in identifying the cause of the Data Breach and take all commercially reasonable steps to remediate the Data Breach to the extent within Contractor's control.
- q. Contractor will not process Personal Information outside of the United States without the prior written consent of University, which may be granted or denied by University in its sole discretion.
- r. Contractor will maintain a list of subcontractors and update such list prior to any engagement of any subcontractor and give University an opportunity to object to that subcontractor. If University objects to the subcontractor, Contractor will work with University in good faith to arrange for the performance of the Services without the use of such subcontractor and University may terminate this Agreement without penalty. Such engagement must be pursuant to a written contract that requires the subcontractor to also meet the obligations set forth in this Section for the Contractor
- s. With respect to any Data Breach due to Contractor or any subcontractor's action or inaction, notwithstanding anything to the contrary in the Underlying Agreement(s), and without regard to any limitations of liability contained in the Underlying Agreement(s), Processor shall indemnify University for the cost of a cyber forensic investigation, any required consumer regulator notices and related attorney fees and any other costs, fines, damages, and penalties incurred under Applicable Data Protection Laws.
- t. In addition to any other insurance coverage required by another contract/agreement with the University, the Contractor will for the duration of the term of the Underlying Agreement(s), maintain data breach coverage to cover claims arising out of the negligent

acts, errors or omissions of Contractor, its subcontractors or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$2,000,000 per occurrence, \$5,000,000 aggregate. Prior to the commencement of work under the Underlying Agreement(s), Contractor shall provide a certificate of insurance evidencing such insurance, shall name the officers, employees, and agents of The Curators of the University of Missouri as Additional Insured with respect to the order to which these insurance requirements pertain. Neither the requirement for Additional Insured status nor any of the Contractor's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by University, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. Contractor shall provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. In the event the Contractor 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 Underlying Agreement(s) upon written notice.

3. Compliance with Data Protection Laws

- a. Contractor and University acknowledge and agree that University does not sell Personal Information to Contractor in connection with any Agreement between Contractor and University. Contractor acknowledges and confirms that Contractor does not Process Personal Information from University in exchange for monetary or other valuable consideration, and that Contractor may not have, derive, or exercise any rights or benefits regarding Personal Information, except to Process the Personal Information as necessary to deliver Services to University pursuant to the Underlying Agreements.
- b. Upon the reasonable request of University, Contractor shall make available all information in its possession necessary to demonstrate compliance with any applicable Data Protection Law.
- c. Contractor will promptly notify University if Contractor determines that Contractor can no longer meet its obligations under this Section or any applicable Data Protection Law.
- d. The Parties acknowledge and agree that University has no knowledge or reason to believe that Contractor is unable to comply with the provisions of this DPA or any applicable provisions of the Data Protection Laws.
- e. Contractor certifies that Contractor understands and will comply with the requirements and restrictions set forth in this DPA, and with all applicable provisions of the Data Protection Laws.
- f. The following provision applies only if Contractor will have access to the University's education records as defined under FERPA: The Contractor acknowledges that for the purposes of this DPA it will be designated as a "school official" with "legitimate

educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Underlying Agreement(s) and will not share such data with or disclose it to any third party except as provided for in this DPA, required by law, or authorized in writing by the University.

- g. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to the Contractor service provided to the University, the Contractor agrees to:
 - i. Store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 - ii. Attest that any third-party providing services in scope of PCI DSS under the Underlying Agreement(s) will store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 - iii. Provide either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm), within 10 business days of the request, verifying Firm/Vendor and any third party who stores, transmits, or processes University Data in scope of PCI DSS as part of the services provided under the Underlying Agreement(s) maintains ongoing compliance under PCI DSS as it changes over time; and
 - iv. Store, transmit, and process any University Data in scope of the PCI DSS in a manner that does not bring the University’s network into PCI DSS scope; and
 - v. Attest that any third-party providing services in scope of PCI DSS under the Underlying Agreement(s) will store, transmit, and process University Data in scope of the PCI DSS in a manner that does not bring the University’s network into PCI DSS scope.
- h. Digital Accessibility. The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including [28 C.F.R. Pt. 35](#), Section 508 of the Rehabilitation Act, and RSMo. 161.935. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG) 2.2 A and AA as the minimum standard.

Contractor shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.2, Level A and AA or above); (2) provide the University with an Accessibility Conformance Report detailing the

product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) within 15 days of notice respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from Contractor's failure to meet WCAG 2.2 A and AA guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility. If Contractor does not currently comply with WCAG 2.2 A and AA, they must provide confirmation that they have a roadmap in place to comply.

When installation, configuration, integration, updates, or maintenance are provided, the Contractor must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If, at any point after procurement, it is determined that accessibility improvements need to be made in order to comply with the WCAG 2.2 A and AA standards, the Contractor agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline; provided, however, that any such improvements shall be implemented within 15 days of notice. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement. The foregoing requirements are subject to the discretion of the University of Missouri System Director of Accessibility and ADA Coordinator.

4. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of Contractor's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Missouri Sunshine Law) seeking University Data maintained by Contractor, the University will provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to

respond in a timely manner and will cooperate with the University's reasonable requests in connection with its response.

5. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Underlying Agreement, Contractor will ensure that all University Data are Securely Destroyed or returned as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- b. Upon termination or expiration of the Underlying Agreement, and after any requested transfer of data, Contractor must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
- c. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing the University access to Contractor's facilities to remove and destroy University- Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

6. Integration

This DPA applies in addition to, not in lieu of, any other terms and conditions agreed to between Contractor and University, including the Underlying Agreement(s), except as specifically and expressly agreed in writing with explicit reference to these Standards. This DPA governs in the case of any direct conflict with existing terms and conditions in the Underlying Agreement. Any limitations of liability or damages in the Underlying Agreement(s) will not apply to a breach by Contractor of this DPA.

7. Survival

Contractor's obligations under Section 5 shall survive termination of this DPA until all University Data has been returned or Securely Destroyed.