**REQUEST FOR PROPOSALS**

**FOR**

**FURNISHING AND DELIVERY**

**OF**

**PAYMENT VARIANCE CONSULTING**

**FOR**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI**

**ON BEHALF OF**

**UNIVERSITY OF MISSOURI SYSTEM**

**RFP # 31057**

**DUE DATE: January 4, 2019**

**TIME: 1:00 CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kyla Rogers

Strategic Sourcing Specialist

University of Missouri System Supply Chain

2910 LeMone Industrial Blvd

Columbia, MO 65201

Dated: 10 NOVEMBER, 2018

**RFP # 31057**

**CONSULTING SERVICES FOR PAYMENT VARIANCE SERVICES**

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**NOTICE TO RESPONDENTS**

The University of Missouri requests proposals for the Furnishing and Delivery of Consulting Services for MU Health Strategic Plan, **RFP #31057** which will be received by the undersigned at UM Supply Chain, until **January 4, 2018 at 1:00 p.m. CDT**. **The University assumes no responsibility for any vendor’s on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Kyla Rogers*

*University of Missouri System Supply Chain*

*2910 LeMone Industrial Blvd*

*Columbia, Missouri 65201*

*573-882-2225*

*rogersk@umsystem.edu*

**All questions regarding the RFP must be received no later than 5:00 p.m. CDT on 28 December, 2018.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kyla Rogers

Strategic Sourcing Specialist

University of Missouri System Supply Chain

2910 LeMone Industrial Blvd

Columbia, MO 65201

**UNIVERSITY OF MISSOURI**

**REQUEST FOR PROPOSAL (RFP)**

**GENERAL TERMS AND CONDITIONS**

**&**

**INSTRUCTIONS TO RESPONDENTS**

1. **General Terms and Conditions**
2. **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.
3. **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.
4. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
5. **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.
6. **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.
7. **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 Sates Government in such circumstances are incorporated herein by reference.
8. **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 reflect this.

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 UMSSC 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 2md 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 A). 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 or 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.

1. **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.
2. **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.
3. **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 Centers for Medicare & Medicaid Services (CMS).

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

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

1. **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.

1. **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.
2. **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.
3. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee’s, in accordance with University of Missouri Policy #26301, Suppliers.
4. **Instructions to Respondents**
5. **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 Request for Proposal’s risk. It is the Respondents’ 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 Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

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

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: Request for Proposal #31057 for Payment Variance services, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent’s 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 Requests for 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 Request for 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 respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent 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 RFP specifications, plans, and terms and conditions.

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

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP 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 date and time. Proposals may not be modified after the RFP closing date and time. 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 RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

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

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

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

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

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

5. **Contract Award and Assignment:** The successful Respondent(s) 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 Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work. Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

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

6**. Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

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

8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

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

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

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care. For more information, see <http://www.umsystem.edu/ums/about/facts/>.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI**

**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

1. **OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri Healthcare (hereinafter referred to as “MUHC”) with an organization (hereinafter referred to as "Vendor"), to provide **Payment Variance Services** as described herein. At the sole option of the University, any additional services outside the specific scope of this RFP, the awarded vendor provides or specializes in, can be accessed through this contract with appropriate submission of proposal or statement of work.

This request for proposal is for services for University of Missouri Healthcare (MUHC), Capital Region Medical Center (CRMC), and any and all current or future affiliates and partners. MUHC reserves the right to allow additional campuses, affiliates, and/or partners to access this agreement and share negotiated costs with those.

Payment Variance Services include volumes that we anticipate outsourcing:

**Grand Total 2016 – 2018**

All Payment Variances

* + 146,898 Visits
  + $113,310,698.63

1. **SCOPE**

University of Missouri System is seeking proposals from experienced and qualified vendor to perform a minimum of a one time, two year look-back of paid accounts receivable for primary Managed Care contracted payers for multiple facilities within our health system.  There may be opportunity for an ongoing partnership to occur with one of our affiliate partners.

1. Vendor will be responsible to validate healthcare services provided have been reimbursed correctly based upon facilities negotiated rates.
2. Vendor will be responsible for identifying payment variances and for notification to appropriate payer outlining details related to payment variance along with amount still due based upon contract rates in place at time services were provided.
3. Vendor will be responsible for all follow up with the payers until additional payment has been received or resolution has been reached in regards to the variance identified.

1. **BACKGROUND UNIVERSITY INFORMATION**

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation’s largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an established academic healthcare enterprise with an extensive health care delivery network.

**MU HEALTH**. The University of Missouri consolidated its health care units in September 2008 to better align their missions of providing patient- and family-centered care, education and research to Missouri and beyond. The reorganization created University of Missouri Health, a comprehensive academic health system that includes MU Health Care, the MU School of Medicine, MU Sinclair School of Nursing and MU School of Health Professions.

**MU HEALTH CARE**.As part of the state’s premier academic health system, University of Missouri Health Care offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri’s 114 counties are served by approximately 640 faculty physicians, an additional 200 healthcare providers The full complement of clinical staff includes a total of 6,000 physicians, nurses and health care professionals at MU Health Care. With initiatives such as the Culture of Yes and healthy lifestyle challenges, MU Health Care is a premier destination not only for patients, but also for job seekers.

MU Health Care is comprised of five hospitals: Ellis Fischel Cancer Center, the Missouri Orthopedic Institute, the Missouri Psychiatric Center, University Hospital, and Women’s and Children’s Hospital, as well as 58 outpatient clinics. The inpatient hospitals have a combined 595 beds. Affiliates of MU Health Care include Capital Region Medical Center, Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health Care also partners with Cerner Corporation, a Missouri based supplier of health information technology solutions, services, devices and hardware through the Tiger Institute for Health Innovation. The Tiger Institute serves as MUHC’s IT function along with working alongside MUHC clinicians and staff to develop innovative improvements to Cerner technology products. The health system is consistently ranked as a top performer in information technology advances. MU Health Care’s Ellis Fischel Cancer Center is an affiliate of MD Anderson Cancer Network.® MU Health Care is one of only two tier-one safety net health systems in Missouri (the other being Truman Medical Center in Kansas City).

1. **CONTRACT PERIOD**

The contract period shall be from the date of award with the consultant to begin work within 30 days after the RFP award and until completion of the one (1) time, two (2) year assessment and design recommendation phase of the project. At the sole option of the University and if deemed to be in the best interest of the University, the contract period may be extended for a mutually agreed upon time frame to complete additional phases of the project.

The contract period can be extended for additional services for a period of three (3) additional one (1) year periods, with complete contract to expire no later than June 30, 2024.

## **INSTRUCTIONS FOR PROPOSAL RESPONSE**

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

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.

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

**Volume I** – Functional Section is to be submitted with two (2) total copies, one (1) original paper, one (1) copy, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

\*Response to Information for Respondents and General Conditions, Mandatory Specifications 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 and Supplier Diversity Participation Form.**

**Volume II –** Financial Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy via flash drive not password protected) 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 Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent 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.

**Responses to this document must address issues in the order provided.**

Note: Any Respondent’s Request for Proposal that makes material modifications to the University’s Terms and Conditions may be found non-responsive, as solely determined by the University.

**Confidentiality of Information:**

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statues of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

1. **EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL**

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

The University may request vendors selected as finalists to come onsite to the University, at the vendor’s expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

1. **CONSULTANT’S LIABILITY AND INSURANCE REQUIREMENTS**

Liability:

The Consultant agrees to define, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney’s fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Consultant, its employees, or agents in performance of the work under this Agreement.

Insurance:

The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below:

Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Sub-consultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Sub-consultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The Curators of the University of Missouri" as "Additional Insured." The amount of the insurance shall not be less than a minimum of $1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

In lieu of the “Additional Insured” endorsement, an Owners-Contractors-Protective policy may be provided evidencing “The Curators of the University of Missouri” as the Named Insured.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Sub-consultant, or anyone directly or indirectly employed by them. The coverage provided will not be less than $1,000,000 per occurrence and aggregate.

All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to the University issuing a Notice to Proceed.

1. **PAYMENT TERMS AND CONDITIONS**

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

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.

The University reserves the right to withhold payment for services if/when the contractor’s products/services fail to meet functional, performance or availability expectations as documented and agreed to in the contract.

1. **PRESENTATIONS**

Vendors may be required to provide an onsite presentation to the RFP review team with the date to be determined. Once responses have been received, opened, and reviewed, potential invites will be sent to vendors selected to participate in presentations.

1. **MANDATORY SPECIFICATIONS**

**Company History**

1. It is mandatory the vendor will provide 3 client references and details outlining vendor qualifications to assist hospitals with payment variance identification and work effort to secure appropriate reimbursement.  **Confirm Compliance**
2. It is mandatory that the vendor furnish us with at least five (5) active hospital references with three (3) from academic medical centers.  Provide names of clients, contact names, phone numbers, and email addresses. **Confirm compliance**
3. It is mandatory the vendor will provide information regarding how many clients have discontinued services within the last five (5) years and reason for the discontinuation.  **Confirm Compliance**
4. It is mandatory vendor inform MUHC of the details of any suits, and / or settlements due to suits, brought upon your company, or principals of your company, by any of your clients within the last five years as it relates to the scope of this RFP.  **Confirm compliance**

**General Specifications**

1. It is mandatory the vendor must be able to track and trend variances by payer and provide performance reports to MUHC and CRMC on a monthly basis.  **Confirm Compliance**
2. It is mandatory that the vendor will establish a consistent process in which they confer with clients on all significant underpayment pursuits identified prior to contact with the specified payer. **Confirm Compliance**
3. It is mandatory that the vendor is responsible for maintenance of their inventory and conducting a monthly reconciliation to MUHC and CRMC systems.  **Confirm Compliance**
4. It is mandatory that the vendor will be responsible for providing monthly reports, including, but not limited to:
   1. Complete inventory listing showing account status
   2. Aging reports
   3. Top ten accounts
   4. Recovery and key performance indicators for both MUHC and CRMC. Confirm Compliance. (agreed upon prior to contract start)

**Confirm Compliance**

1. It is mandatory that the vendor must permit MUHC and CRMC to withdraw files at any time without cause or reason.  **Confirm compliance**

**IT Requirements**

1. It is mandatory that the vendor’s computer capabilities must include the ability to send and receive from our SFTP server or another MUHC and CRMC approved secure data transfer method.  **Confirm Compliance**
2. It is mandatory that the vendors management reports must at a minimum but not limited to:
   1. Discreet patient identifier,
   2. Account Number
   3. Complete list of pending referrals/accounts,
   4. Complete list of awarded claims/accounts and
   5. Complete list of referrals closed with reason for closure for both MU Health and Capital Region Medical Center.

**Confirm compliance**

1. It is mandatory that the vendor is required to annotate MUHC and CRMC Patient Accounting System with all Vendor activity through electronic upload.  **Confirm Compliance**
2. It is mandatory that all correspondence will be made available through clients’ Electronic Document Management system.  **Confirm Compliance**
3. It is mandatory that MUHC and CRMC will accept standard/unmodified data files to include but not limited to ADT/HL7/835/837. **Confirm Compliance**

**Support**

1. It is mandatory that vendor employees work with the same confidentiality restrictions that our employees are guided by and sign our confidentiality and business associate agreement. (Documents attached as Attachment C & Attachment D) **Confirm compliance**
2. It is mandatory that vendor is required to meet with MUHC and CRMC representatives to review outstanding accounts and speak to their current status on a monthly basis.  **Confirm Compliance**
3. It is mandatory that the vendor will agree to allow MUHC and CRMC to conduct audits of accounts on work that you have performed under this agreement.  **Confirm compliance**
4. It is mandatory that an account rep is appointed to MUHC and CRMC for general communication and to address any difficulties that may arise.  **Confirm compliance**
5. **DESIRABLE SPECIFICATIONS**

**Company History**

1. Describe company background and history to include but not limited to:
   1. Years in business
   2. Years’ experience in providing services for payment variances based upon contractual agreements between client and payers.
   3. Financial performance
2. Provide details and references regarding your qualifications to assist hospitals with payment variance identification and work effort to secure appropriate reimbursement.
3. Describe your organizations financial stability. Provide copies of audited financial statements or other comparable and equivalent third party documents for the most recent three years that validate financial health of the respondent
4. Describe the percentage of clients contracted with your company that are healthcare organizations.
5. Describe and provide a breakdown between hospital and physician clients currently contracted.
6. Describe and provide the number of complaints filed with the Attorney General’s office against your agency in the last five years and include any explanations.

**General Specifications**

1. Describe you standard implementation timeline for a project of this scope and provide a sample timeline.
2. Define your implementation process from contract execution to vendor go live.
3. Describe your strategy in working payment variance account receivables.
4. Describe the process by which you reconcile accounts from initial placement and throughout the contract.
5. Describe how your organization will furnish and maintain an inventory of letters, documents, etc. with our hospitals’ name and address and identify who pays costs for these services.   MUHC and CRMC retain the right to approve all correspondence pertaining to our accounts.
6. Describe your performance tracking and reporting capabilities. Describe your ability to customize performance reports and provide examples. Provide sample reports.
7. Describe and provide evidence of previous demonstrated experience with identifying and resolving payment variances on behalf of academic medical centers which is relevant and relates to the scope of this RFP.
8. Describe any technology used to work the business to include software platforms used if applicable.
9. Describe the type of work flow driver tools you deploy to work payment variance accounts.
10. Describe the experience of, and process for, management of payment variances from contract.
11. Describe the appeal process of accounts with managed care payers.
12. Describe the details on how your organization manages data file transfers with your current clients and list every data file type you can accept.

**Support**

1. Identify executive and day-to-day operational leadership that will be servicing MUHC and CRMC accounts.  Provide details on leadership (Include operational leaders at the manager, and supervisor/lead, if known) to include but not limited to:

* 1. Title
  2. Role (be specific as to functional area to be led),
  3. hospital experience,
  4. Tenure with your company
  5. IDX and Meditech system experience.

1. Describe the process available to your contracted clients to exercise in the event they are not completely satisfied with the performance of any vendor employee assigned to our account portfolio.  Describe MUHC and CRMC’s rights to reassign vendor staffing if not meeting standards.
2. Describe the training your staff receives prior to working payment variance accounts with minimum experience required and any certifications they receive.
3. Describe the ongoing training requirements of your employees.
4. Describe the average tenure of your payment variance staff. Describe the hiring process of employees to include any required qualifications.
5. Describe your internal quality assurance program
6. Describe the expected support required from MU Healthcare and Capital Region Medical Center leadership and staff.
7. Describe your agency’s approach to data security and HIPPA compliance.
8. Describe and provide any additional information you would like us to know about your company and services to promote selection of your firm for this contract.
9. Describe what you believe to be the market differentiators between your organization and your competitors.

**REQUEST FOR PROPOSAL FORM**

**REQUEST FOR PROPOSALS**

**FOR**

**FURNISHING AND DELIVERY**

**OF**

**CONSULTING SERVICES FOR MU HEALTH STRATEGIC PLAN**

**FOR**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI**

**ON BEHALF OF**

**UNIVERSITY OF MISSOURI SYSTEM**

**RFP # 31057**

**DUE DATE: January 4, 2019**

**TIME: 1:00 PM, CDT**

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

**Payment Variance Proposal**

State fixed fee for contingency pricing for project:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State description and not to exceed cost of any additional expenses for project not included in contingency pricing above:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AUTHORIZED RESPONDENT REPRESENTATION**

|  |  |  |
| --- | --- | --- |
| 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.**

**ATTACHMENT A**

**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 UMSSC 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.
  1. Example: Company A is a prime supplier that sells UMSSC 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.
  2. Example: Company B is a prime supplier of office products to UMSSC. 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.
  1. Example: Company A spends $100,000 with a Veteran-owned landscaping company. UMSSC 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 UMSSC.
  2. Example: Company B spends $150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B’s overall revenue. Company B can the report 1% ($1.5 million) as supplier diversity spending to UMSSC.

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 1st or 2nd 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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://www.wbdc.org)

Certification for WBE’s in the Missouri area

**ATTACHMENT B**

**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)

1. 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)
2. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment C**

**Privacy, Confidentiality and Information Security Agreement for Non-MU Employees**

**A request has been made that I be granted access to Protected Health Information (PHI) maintained by University of Missouri Health Care “MUHC” including, but not limited to, certain information which is maintained or transmitted in an electronic form and the global search function of the MUHC Electronic Medical Record. I understand that my access is to be governed by this agreement and it is important that I read and become familiar with all of the terms of this agreement.**

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) “Protected Health Information (PHI) means 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 of 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.( See Appendix A)

As a condition to receiving a computer user ID and a password and being allowed access to a system, global search function and/or being granted authorization to access any form of PHI identified above, I, the undersigned, agree to comply with each of the following terms and conditions:

1. My user ID and password is equivalent to my LEGAL SIGNATURE and I will not disclose this to anyone or allow anyone to access the system using my account and password. I will select my password in accordance with instructions I receive from the Security Department of the Information Technology Services Department of MUHC.
2. I am responsible and accountable for all entries made and all retrievals accessed, all searches of the system under my account and password, even if such action was made by me or by another due to my intentional or negligent act or omission.
3. I will not attempt to learn or use another’s account and password.
4. I will not access any on-line computer system using an account and password other than my own.
5. I will limit my access to information strictly necessary to carry out the activities for which this account is being requested and I will not access or request or search for any information that is not directly related to the official activities for which I have been granted access. In addition, I will not access or search for any other PHI, including personnel, billing or private information.
6. If I have reason to believe that the confidentiality of my account and/or password have been compromised, I will immediately notify MUHC [abuse@health.missouri.edu](mailto:abuse@health.missouri.edu) and the MU Health Care Privacy Officer at [adamstin@health.missouri.edu](mailto:adamstin@health.missouri.edu) and comply with instructions I receive from them.
7. I will not disclose any PHI unless required to do so by law or the terms of a contract with MUHC. I also understand that I have no right or ownership interest in any PHI.
8. I will maintain the minimum necessary standard of HIPAA for all accesses, uses searches and disclosures of PHI.
9. I will not leave a computer unattended while signed on.
10. Any computer that I access PHI from must automatically lock if the application has not been used for 5 minutes.
11. Prior to accessing any PHI I will read the MUHC policies and complete the MUHC HIPAA Module related to accessing, using and disclosing and searching PHI.
12. I will comply with all policies and procedures and other rules of MUHC relating to PHI and my computer account and password.
13. I understand that my use of the system will be periodically audited to ensure compliance with this agreement.
14. I agree not to use the information in any way detrimental to the MUHC, its patients and the patient’s families and I will keep all such information strictly confidential.
15. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless there is a business need to do so, and until I notified MUHC and the appropriate consents have been obtained prior to the disclosure.
16. I agree that disclosure of PHI is prohibited indefinitely, even after termination of business relationship, unless specifically waived in writing by MUHC.
17. This agreement and my legal obligations shall survive the termination, expiration, or cancellation of this access agreement.
18. I further understand that if I violate any of the above terms, I may be subject to: (i) termination of my access rights under this access agreement; (ii) that the access rights of any or all other persons associated with the entity may be terminated (iii) that I will be subject to legal action for monetary damages and/or injunction, or any other remedy available to MUHC; (iv) that I may become subject to criminal prosecution under 42 U.S.C. § 1320d-6, which may lead to the imposition of fines of up to 1.5 million dollars and or imprisonment for up to 10 years if I knowingly disclose or misuse PHI; and, (v) that I and/or the entity on whose behalf I have been issued access may be subjected to the imposition of civil monetary penalties by the U.S. Department of Health and Human Services 42 U.S.C. § 1320d-5.
19. I will only access MUHC PHI from secured systems or encrypted mobile devices.
20. I will comply with all federal and state statutory and regulatory requirements (45CFR Parts 160 and 164 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
21. I understand that the patient PHI I access is confidential and will not copy or disseminate except as authorized or allowed.
    1. This means the medical record information that is being accessed cannot be released to anyone for any reason by you or anyone in your office. Copies of MU Health Care Medical Records should be obtained through the MU Health Care Medical Record’s Department.

**I have read and understand the foregoing and my legal obligations under this External User Confidentiality Agreement**.

User’s First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle Initial: \_\_\_\_\_\_\_\_\_\_\_ (Printed)

User’s Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed)

User’s Birthdate (mm/dd/yyyy): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Gender (M,F): \_\_\_\_\_\_\_\_\_\_\_

User’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Practice Represented: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Immediate Supervisor: (**if applicable**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number of Immediate Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If office or clinical support staff**, Sponsoring Provider signature **required**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print-Sponsoring Provider

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature-Sponsoring Provider

**Appendix A**

**19 HIPAA/Health Information Technology for Economic and Clinical Health (HITECH) Protected Health Information (PHI) Identifiers**:

1. Name
2. All geographic subdivisions smaller than a state (street address, city, county, and precinct) (Note: ZIP code must be removed, but can retain first 3 digits if the geographic unit to which the zip code applies contains more than 20,000 people)

c. For dates directly related to the individual, all elements of dates, except year (i.e., date of birth, admission date, discharge date, date of death) all ages over 89 or dates indicating such an age

d. Telephone number

e. Fax number

f. Email address

g. Social Security number

h. Medical Record number

i. Health Plan number

j. Account numbers

k. Certificate or license numbers

l. Vehicle identification/serial numbers, including license plate numbers

m. Device identification/serial numbers n. Universal Resource Locators (URLs)

n. Internet Protocol addresses (IP addresses)

o. Biometric Identifiers

p. Full face photographs and comparable images

q. Any other unique identifying number, characteristic, or code

r. Genetic Information

Attachment D

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:

1. **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.

1. **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).
2. **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.
3. **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.
4. **Required By Law**. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 160.103.
5. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
6. **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.
7. **Security Rule**. “Security Rule” shall mean the Security Standards at 45 Part 160 and Part 164.
8. **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.

1. **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.
2. **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).
3. **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.

1. **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:

1. 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.
2. 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, covered entity’s privacy and data security policies 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.

1. **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 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.

1. **Obligations Upon Discovery of Actual or Suspected Breach of PHI**
2. 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.

1. 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 any criminal proceeding including but not limited to 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 in writing to Covered Entity that it has destroyed all PHI received from Covered Entity in accordance with this provision or, if Business Associate and Covered Entity determine that such destruction is not feasible, Business Associate shall provide to Covered Entity a complete written description of all PHI that Business Associate has determined that it is not feasible to destroy.

**h. Miscellaneous**

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS ASSOCIATE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CURATORS OF THE UNIVERSITY OF MISSOURI DATE