

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
UNIVERSITY OF MISSOURI HEALTH CARE  
RFP # **31035**

OPENING DATE: June 20, 2018

TIME: 3:00 PM, **CDT**

Prepared by:

Robert E. Hollinger  
Strategic Sourcing Specialist  
University of Missouri Health Care  
Columbia, MO 65212

Date notice mailed: May 29, 2018

**SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS**

**If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration and our specifications and general conditions will be the prevailing document.**

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## NOTICE TO RESPONDENTS

The University of Missouri Health Care requests sealed proposals for Furnishing and Delivery of **AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS, RFP # 31035**, which will be received by the undersigned at the University of Missouri System Supply Chain, c/o Office of the Director of Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201 until 3:00 p.m., CDT, June 20, 2018. Proposals will be opened and identified starting at 3:05 p.m., CDT.

**If addressed and sent via standard USPS:** mail to University of Missouri System Supply Chain, c/o Office of the Director of Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201, ATTN: ROBERT E. HOLLINGER.

**If hand delivering or sending by express delivery:** : address and deliver to University of Missouri System Supply Chain, c/o Office of the Director of Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201, ATTN: ROBERT E. HOLLINGER.

**The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained by accessing the following website: <https://www.umsystem.edu/ums/fa/procurement/bids> or from the Director of Supply Chain, University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201.

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

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

By: Robert E. Hollinger  
Strategic Sourcing Specialist  
Office of the Director of Supply Chain  
University of Missouri Health Care  
Columbia, Missouri 65212

Date notice mailed: May 29, 2018

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

**A. GENERAL TERMS AND CONDITIONS**

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

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

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

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

Direct 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

- 8. Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts, including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses

required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

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

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

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

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

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

## **B. INSTRUCTIONS TO RESPONDENTS**

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

**Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP in a written format which may be sent via mail, fax (573-884-4745) or e-mail Robert Hollinger at ([hollingerr@health.missouri.edu](mailto:hollingerr@health.missouri.edu)). The deadline for submitting this communication is June 20, 2018 by 3:00 p.m. (CDT). It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.**

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



2. **Preparation of Proposals:** All proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: "Proposal for Furnishing and Delivery of AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS, RFP#31035."

**If addressed and sent via standard USPS:** mail to University of Missouri System Supply Chain, c/o Office of the Director of Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201, ATTN: ROBERT E. HOLLINGER.

**If hand delivering or sending by express delivery:** address and deliver to University of Missouri System Supply Chain, c/o Office of the Director of Supply Chain, 2910 Lemone Industrial Blvd., Columbia, MO 65201, ATTN: ROBERT E. HOLLINGER.

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

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

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

furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

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

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

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

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

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

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

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

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

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 Procurement Services 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 shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits,

Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

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

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation

and for any and all damages resulting therefrom, 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 giving thirty (30) days written notice to the Contractor.

8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, goods, 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, goods, and/or services.

No equipment, supplies, goods, 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, goods, and/or services. All equipment, supplies, goods, 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, goods, 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. Delivery:** Delivery shall be made FOB University Hospitals and Clinics, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the respondent.

**11 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.

**12. Safety, Performance and Maintenance Requirements for Patient Care Devices:**

**Applicability:** These requirements shall apply to all patient care devices and other powered equipment used in the vicinity of patients. Unless specifically excluded in other sections of this Proposal (RFP), all requirements stated below are to be considered applicable to all items requested in this RFP.

**Codes and Regulations:** All devices intended for patient care should be manufactured in accordance with the Good Manufacturing Process for Medical Devices as specified in the Code of Federal Regulations CFR.21. The device should meet or exceed all applicable Federal, State and Local codes, regulations, and standards.

**Acceptance Testing and Warranty Periods:** The Warranty period shall begin upon successful completion of acceptance tests, post device installation. The name, address and phone number of the device manufacturer's service agent who will perform warranty service must be supplied as part of the proposal response or order.

**Labeling:** All markings, labelings, documentation, audio and video training aids will be in English. Color codes, symbols, layout, etc. should be consistent with customs and practices commonly used in the United States of America or as specified in the Good Manufacturing Practices (GMP).

**Training Aids for Users of this Device:** One written Operators Manual is to be supplied for each device requested. One additional copy of the Operators Manual is requested for Clinical Engineering Technicians. The contents of these manuals should identify the intended audience/user of that device. The Operators Manual should instruct the user in the operation of the device within the scope of its intended uses.

**Training Aids for Service Technicians:** One set of complete Service Manuals, including parts list and schematics for all assemblies and subassemblies, is

required to be supplied at the time of the device installation at UMHC. The contents should be equal to those supplied to the manufacturer's own service staff and be sufficient to allow UMHC Clinical Engineering Technicians to enact repairs and perform periodic performance assessment and replacement of any component of the system. Special tool or test equipment (other than ordinary equipment found in a Clinical Engineering Department) must be identified within your proposal response.

Media Formats: If not specified elsewhere, additional training aids may include VHS or S-VHS format Video Tapes, Stereo Cassette Audio Tapes, Computer Assisted Training Software on CD-ROM or DVD in Windows 95/98 compatible formats or On-Line WEB.

Electrical Power Requirements: UMHC is wired to normally supply 120 VAC at 60Hz, single phased, with 20 Amp circuits. Circuits requiring 208/480 VAC three phase are available but may require additional wiring to be installed in some locations. For other power requirements, it is the responsibility of the purchase order recipient to configure their equipment to conform with, or to supply necessary components to interface with, UMHC capabilities (unless negotiated elsewhere in the agreement). Devices should be designed to be operational and not be damaged under conditions of transfer from normal electrical feed to emergency backup power.

Power Cords: All Power cords shall be three conductor Hot/Neutral/Ground with the ground conductor dedicated as a redundant safety conductor. Conductors should be gauged appropriately to the rated load of the device as specified in NFPA 99 (1993).

Replacement Parts: All parts identified in the Service Manuals and Parts List will be made available for sale to UMHC as required for the repair of these devices by UMHC technicians. The fees charged shall be ordinary and comparable to similar markets. These parts should be available for at least a period of five years post acceptance of the device or post discontinuance of manufacturing of the device whichever is the later date. The device supplier should maintain sufficient stocks of repair parts, and the ability to expedite overnight delivery on request. The name, address, and phone number of the device manufacturer's service and parts department must be included in the proposal response or order.

Safety Approval for Computers: All system units and monitors must be UL listed or approved by an equivalent testing laboratory. UL listing implies, and the University requires, that the monitor and system unit bear the UL logo on the outside of the system unit and monitor. Alternatively, system units and monitors must bear the symbol or trademark of the equivalent testing laboratory. A testing laboratory will be equivalent if it is a registered Nationally Recognized Testing Laboratory (NRTL), which has been certified for the examination and inspection of computers, data processing equipment and CRT displays. Respondents using UL Approval will be required to provide their equipment's UL File Number for verification. Respondents using an approval laboratory other than UL will be required to provide supporting documentation on their system's approval.

PROPOSAL FORM

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(Name of firm or individual responding)

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
THE UNIVERSITY OF MISSOURI HOSPITALS AND CLINICS  
RFP # 31035  
OPENING DATE:  
TIME: 3:00 PM, CDT

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

**START DETAILED PROPOSAL FORM HERE.**

**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.**



## SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN:  Yes  No

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

WOMAN OWNED BUSINESS (WBE):  Yes  No

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

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh  
 (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.  
 (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.  (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.  
 (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.  
 (N)

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

VETERAN BUSINESS ENTERPRISE  Yes  No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE  Yes  
 No

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

\_\_\_\_\_

MISSOURI FIRM:  Yes  No

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

BUSINESS TYPE:

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

SOLE PROPRIETORSHIP:  Yes  No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 2<sup>nd</sup> Tier spending:

- Direct 2<sup>nd</sup> 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 2<sup>nd</sup> tier spending.
  - a. 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 2<sup>nd</sup> tier as the purchase is directly fulfilling the contractual obligation.
  - b. 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 2<sup>nd</sup> Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
  - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. 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.
  - b. 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 2<sup>nd</sup> 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.

<b>Supplier Name</b>	<b>% of Contract</b>	<b>Specify 1<sup>st</sup> or 2<sup>nd</sup> Tier</b>

-----**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](http://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. 12<sup>th</sup> 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/slde](http://www.stlouis-0mo.gov/slde)  
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council  
317 N. 11<sup>th</sup> 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. 21<sup>st</sup> St, 7<sup>th</sup> 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

## Business Associate Agreement

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

### Recitals

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

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

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

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

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

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

#### **a) Definitions.**

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

1. **ARRA.** “ARRA” refers to the American Recovery and Reinvestment Act of 2009.
2. **Breach.** “Breach” shall have the same meaning as the term “breach” in HIPAA, 45C.F.R. 164.402, and shall *generally* mean the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information.
3. **Breach Rule:** “Breach Rule” shall mean the Notification in the Case of Breach of Unsecured PHI Standards at 45 C.F.R. § 164, subpart D.
4. **Business Associate:** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement as it creates, receives, maintains or transmits PHI for a function, activity or service regulated by HIPAA, and which includes a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate.



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

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

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

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

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

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

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

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

**c) Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**d) Permitted Uses and Disclosures by Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**f. Term and Termination**

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

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

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

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

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

**g. Effect of Termination.**

(i) Except as provided in paragraph (ii) of this section, upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

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

**h. Miscellaneous**

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

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

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

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

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

\_\_\_\_\_  
BUSINESS ASSOCIATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

\_\_\_\_\_  
DATE

## PHYSICIAN SELF-REFERRAL LAW QUESTIONNAIRE

### Section I – Company ownership

1. Is your company a publicly traded stock company with more than \$75 million in stockholder equity? NO  YES
2. Is your company a public agency? NO  YES

### Section II – Physician Relationships:

For purpose of answering these questions, the term “immediate family member” means the following individuals: husband or wife; natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.

3. Is your company owned or governed in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at an MU health care facility?  
NO  YES
4. Is your company owned or governed in whole or part by any person (other than a physician or immediate family member of a physician) who may refer patients to an MU health care facility?  
NO  YES
5. Does your company employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at an MU Health care facility? NO  YES
6. Does your company have compensation arrangements with a physician (or an immediate family member of a physician) that vary with or take into account the volume or value of referrals or other business generated by the physician for MY health care facility?  
NO  YES

If you answered “Yes” to questions 3,4,5 or 6, please provide the applicable physician name(s), the person(s) who refers patients to the healthcare facilities, the name(s) of the healthcare facilities, and, if applicable, the name(s) of the immediate family members of the physicians or other person.



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I represent that the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify University of Missouri Health Care, Office of the Director of Supply Chain, DC068.20, 1 Hospital Drive, Columbia, Missouri 65212 of any changes in the above-disclosed information.

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Company Name

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Signature

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Date

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Print Name

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Title