

**REQUEST FOR PROPOSALS**  
**FOR**  
**LANGUAGE SERVICES PROGRAMS**  
**FOR**  
**THE CURATORS OF THE UNIVERSITY OF MISSOURI**  
**ON BEHALF OF**  
**MU HEALTH CARE**  
**RFP # 31195**  
**DUE DATE: May 23, 2025**  
**TIME: 3:00 P.M. CT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
Prepared by:  
Amy Varner  
Strategic Sourcing Specialist  
MU Health Care Supply Chain  
2401 LeMone Industrial Blvd  
Columbia, MO 65201

Date Issued: April 14, 2025

**RFP # 31195**

**LANGUAGE SERVICES PROGRAMS**

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## NOTICE TO RESPONDENTS

The University of Missouri requests for Proposals of **LANGUAGE SERVICES PROGRAMS, RFP# 31195** which will be received by the undersigned at MU Health Care Supply Chain, until **MAY 23, 2025 at 3:00 p.m. CT. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening. Faxed responses will not be considered.**

Specifications and the conditions of Request for Proposals 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/bids> 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 the 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:

*Amy Varner*  
*MU Health Care Supply Chain*  
*2401 LeMone Industrial Blvd*  
*Columbia, Missouri 65201*  
*EMAIL: [avarner@health.missouri.edu](mailto:avarner@health.missouri.edu)*

**All questions regarding the RFP must be received no later than 3:00 p.m. CST on May 2, 2025**

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:

Amy Varner

Strategic Sourcing Specialist  
MU Health Care Supply Chain  
2401 LeMone Industrial Blvd  
Columbia, MO 65201

**UNIVERSITY OF MISSOURI  
GENERAL TERMS AND CONDITIONS**

Except as otherwise specifically provided herein:

- “University” shall refer to The Curators of the University of Missouri.
  - “Respondent” refers to the person or entity that is responding to this Solicitation.
  - “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
  - “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
  - “Contract” shall mean the contract awarded pursuant to this Solicitation.
1. **Governing Laws and Regulations:** Any Contract issued as a result of this Solicitation shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of a Contract issued as a result of this Solicitation shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. Additionally, the Supplier shall comply with all local, state, and federal laws, ordinances and regulations related to the performance of the Contract to the extent that the same may be applicable.
  2. **Taxes:** The Supplier 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.
  3. **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). Neither the issuance of this Solicitation, resulting Contract nor any other conduct, action or inaction of any University representative relating to the Solicitation and any resulting Contract is a waiver of sovereign immunity by the University. Any indemnity language in proposed terms and conditions will be modified to conform to language acceptable to the University.
  4. **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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the Respondent provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
  5. **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 the awarded Contract, the University reserves the right to cancel the Contract with 30 days' notice.
  6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services as a result of this Solicitation, the Supplier and all subcontractors shall not discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law.

7. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Supplier shall comply with all applicable state and federal laws, rules, regulations and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to equal employment of minorities, women, persons with disabilities, certain veterans and based on sexual orientation and gender identity, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.
8. **OSHA requirements:** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth at the time of submission of the response. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the Supplier is awarded the Contract hereunder, the Supplier must notify MUHC Supply Chain immediately in writing.
9. **Anti-Discrimination Against Israel Act:** If the Contract resulting from this Solicitation involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
10. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including [28 C.F.R. Pt. 35](#). This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG) 2.1 AA as the minimum standard, as specified by the implementing regulations of Title II of the Americans with Disabilities Act.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.1, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product’s current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a “roadmap” plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from Supplier’s failure to meet WCAG 2.1 AA guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility. If supplier does not currently comply with WCAG 2.1 AA, they must provide confirmation that they have a roadmap in place to comply by April 2026, as required by 28 C.R.R. Pt. 35.

When installation, configuration, integration, updates, or maintenance are provided, the Supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG 2.1 AA standards, the Supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make

satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 11. Applicable Health Related Laws and Regulations:** If these specifications or any resulting Contract involves health care services or products, then the following provisions apply: (i) Supplier agrees to maintain and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier 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 any other regulatory agency; (ii) Supplier represents that it is not excluded from participating in federal health care programs including Medicare and Medicaid, and is not debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs; Supplier will notify University if it becomes excluded, debarred, or suspended during the term of the resulting Contract, Supplier will correct any breach of warranty at Supplier's sole expense. University does not waive any warranty by acceptance of goods, services or payment, and reserves all rights and remedies; and (iii) If the Supplier should be deemed a subcontractor of the University subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), Supplier shall, until the expiration of four years after the furnishing of services pursuant to the resulting Contract, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the resulting Contract and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this resulting Contract by Supplier. If services or any duties of the resulting Contract are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this resulting Contract by Supplier. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of this resulting Contract; (iv) In relation to and for purposes of compliance with the "Stark" law, 42 U.S.C. § 1395nn, Supplier represents and warrants that: (i) it is not a physician owned distributor or "POD", (ii) it is not owned by one or more providers or physicians (as defined by the Stark law), and (iii) there are no physicians or providers with investment interests in the Supplier, in the case of (ii) and (iii) where any such ownership or investment interest would cause this arrangement to create a financial relationship between a "DHS entity" and a physician (hereinafter a "Stark Entity"). In the event the above representation and warranty changes so that it is inaccurate, Supplier will provide University with prompt written notice and the parties will negotiate any amendments to this Agreement necessary to ensure compliance with the Stark law.
- 12. Excluded Individuals/Entities:** 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.
- 13. Compliance with CDC Guidelines (if applicable):** Supplier will monitor and comply with CDC and other federal, state, and local guidance related to any pandemic or global health concern; modifications to University

operating procedures; and directives of University relating to protection of the health and safety of the University community.

- 14. Inventions, Patents, and Copyrights:** The Supplier 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 Supplier shall indemnify, 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 Supplier'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 Supplier shall execute such documents as the University may require for the perfection thereof.

- 15. Gifts:** Any Respondent to this Solicitation or Supplier shall refrain from offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.
- 16. Third Party Software:** If the resulting Contract contemplates or requires the use of third-party software, Supplier represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of the resulting Contract or that it has authority to modify such third-party software's terms and conditions to be subordinate to the resulting Contract. Supplier shall indemnify and defend University against all claims resulting from an assertion that any such third-party terms and conditions are not in accord with, or subordinate to, the resulting Contract.
- 17. University Premises:** If this resulting Contract requires Supplier's presence on University's premises or in University's facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
- 18. Use of University Marks:** Supplier shall not use the name or indicia of the University, nor of any of University's employees, in any manner of publicity, advertising, or news releases without prior written approval of the University.
- 19. Debarment and Suspension Certification:** The Supplier 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).
- 20. Cooperative Purchasing:** The intended coverage of this Solicitation, and any Agreement resulting from this Solicitation, shall be for the use by any MU Health Care locations. It shall also be available for use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, as applicable. MU Health also has various affiliates.

MU Health Care seeks to make the terms and prices of this Contract available to MUHC's affiliates. Unless specifically included in the scope of the solicitation event, extension of the terms and prices to any or all affiliates is at the discretion of Supplier and shall not be considered in the award of this Contract. The Supplier shall further understand and agree that participation by affiliates is discretionary on the part of the affiliates, and MU Health Care bears no financial responsibility for any payments due the Supplier by such entities, nor

will the MU Health Care be responsible for contract administration for affiliates.

21. **Contract Assignment:** 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.
22. **Contract Termination for Cause:** In the event the Supplier violates any provisions of the resulting Contract, the University may serve written notice upon Supplier 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 Supplier; but the liability of Supplier 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.
23. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the resulting Contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
24. **Force Majeure:** University shall not be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of University. Such causes shall include, without limitation, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies, and the like.
25. **Warranty and Acceptance:** The Supplier 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 Solicitation, (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 Supplier upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of



the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.

- 26. Accounting Practices:** The Supplier 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 Supplier 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. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
- 27. Personal Information:** If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

## UNIVERSITY OF MISSOURI INSTRUCTIONS TO RESPONDENTS

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the organization that is interested in or responds to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Solicitation Document:** Respondents are expected to examine the complete Solicitation document and all attachments including, but not limited to, drawings, specifications, and instructions. Failure to do so is at Respondents’ risk. It is Respondents’ responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications, or requirements of the Solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the Solicitation to a single source.

Any and all communications from Respondents regarding specifications, requirements, or the Solicitation process should be directed to the University buyer of record referenced.

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

2. **Preparation of Solicitations:** All Solicitation responses must be submitted in the format as specified in the detailed specifications. To receive consideration, Solicitation responses must be received prior to the due date and time stated.

Unless otherwise specifically stated in the Solicitation, all specifications and requirements constitute minimum requirements. All Solicitation responses 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 Solicitation clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Solicitation, all pricing submitted in response to this Solicitation 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 in the specifications and/or 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 Supplier's expense, all items that are furnished which are not acceptable as equals to items specified and Supplier agrees to replace such items with satisfactory items at the original proposed price.

Time will be of the essence for any orders placed as a result of this Solicitation. 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 Suppliers response and accepted by the University. Unless otherwise specified in the detailed specifications and/or on the proposal form, pricing shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed. Risk of loss damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.

- 3. Submission of Solicitation:** Respondent shall furnish information required by the Solicitation in the form requested. All Solicitation responses shall be submitted by a duly authorized representative of Respondent's organization.

By submitting a response to this Solicitation, Respondent agrees to provide the specified equipment, supplies and/or services in the Solicitation, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, Respondent certifies that: (1) the Solicitation response 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) Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham response to this Solicitation; (3) Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) Respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

- 4. Withdrawal and Resubmission of Solicitation Response:** Prior to the date and time designated for receipt of Solicitation response, Respondent may withdraw their response in writing to the buyer of record by a duly authorized respondent representative. Such withdrawal should be completed prior to the designated date and time for receipt of submission. Respondent may resubmit a withdrawn response up to the time designated for receipt of Solicitation response provided the resubmitted response complies with the Solicitation document. Respondent may not withdraw its response for a period of ninety calendar days after the time designated for receipt of Solicitation responses, unless the response contains an obvious and documented error for which it would be a manifest injustice to require Supplier to perform pursuant to such terms.
- 5. Open Records & Confidentiality:** All submissions, information, and materials received by the University in connection with a Solicitation response shall be deemed open records pursuant to 610.021 RSMo. If Respondent believes any of the information contained in Respondent's response is exempt from 610.021 RSMo, 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.

- 6. Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University before Contract award. Upon discovering an apparent clerical error, the University shall contact Respondent and request clarification of the intended submission. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of Respondent's response in order to verify the intent. 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 Solicitation and whose submission 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 Respondent to perform as required; whether Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of Respondent; the quality of past performance by Respondent; the previous and existing compliance by Respondent with related laws and regulations; the sufficiency of Respondent's financial resources; the availability, quality and adaptability of Respondent's equipment, supplies and/or services to the required use; the ability of Respondent to provide future maintenance, service and parts.

The University reserves the right to make multiple awards, to accept or reject any or all responses, and to waive any technicality or informality in response to the Solicitation at the University's sole discretion.

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 Assistant Vice President of Management Services, UM System shall be final and binding upon all parties.

- 7. Contract Award and Assignment:** The successful Respondent(s) shall enter into a Contract with the University in a form approved by the University. The Contract Documents shall include, unless otherwise specified in the resulting Contract, the Advertisement for Solicitation, Specifications and Addenda, Exhibits, Solicitation Form and Terms and Conditions, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.
- 8. 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 30 after the date of invoice. Payment terms associated with settlement by check will 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. 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.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided.

The University encourages Respondents to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Respondents who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

**9. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veteran Enterprise (SDVE) Participation (for Request for Proposals):**

Targets: **MBE (10%), WBE (5%), SDVE (3%)**

MBE/WBE: In accordance with section 37.020, RSMo, the University requests that the Supplier secure participation of certified Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) in providing the products/services required herein. The targets of participation are **10% MBE** and **5% WBE** of the total dollar value of the contract. These targets can be met by a qualified MBE/WBE supplier themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

SDVE: In accordance with section 34.074, RSMo, the Supplier should secure participation of qualified service-disabled veteran business enterprises (SDVE) in providing the products/services required herein. A three (3)-point bonus preference shall be granted to Suppliers who are qualified SDVE or that provide at least three percent **(3%) SDVE** participation of the total contract value through the use of qualified SDVE subcontractors or suppliers.

Definitions:

In order to be considered a qualified MBE, WBE or SDVE, the MBE/WBE/SDVE must be certified by the State of Missouri, Office of Administration by the proposal opening date (date the proposal is due). The University will not accept certification from entities other than the State of Missouri, Office of Administration.

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it, in accordance with section 37.020, RSMo. Minority is defined as per section 37.014, RSMo, and the implementing regulations of the State of Missouri, Office of Administration.

SDVE means a business that meets the requirements in section 34.074, RSMo and the implementing regulations of the State of Missouri, Office of Administration: doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent; having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs; having the management and daily business operations controlled by one (1) or more SDVs; and the SDV possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

Commercially Useful Function: The services performed or the products provided by MBE/WBE/SDVE must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be

performed/provided exclusive to the performance of the contract. If the Supplier uses the services performed or the products provided by the MBE/WBE/SDVE, to any extent, in the Supplier's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- 10.** Shipments shall be marked as directed on the resulting Purchase Order or Contract.
- 11.** The University shall not be responsible for articles or services furnished without a Purchase Order.
- 12.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.

## **UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS**

### **1. OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MU Health Care (hereinafter referred to as "MUHC") with an organization (hereinafter referred to as "Respondent"), to provide LANGUAGE SERVICES PROGRAMS as described herein.

### **2. SCOPE**

MU Health Care is seeking proposals from qualified professional firms interested in providing LANGUAGE SERVICES PROGRAMS.

University of Missouri Health Care (University Hospital, WCH, Ellis Fischel Cancer Center, Missouri Orthopedic Institute, and clinics), and the UMKC School of Dentistry, hereinafter referred to as UMHC, is requesting proposals for language services programs which include but not limited to limited English proficiency (LEP), sign language, video remote interpreting, over the phone interpretation, and written translation services for deaf/hard-of-hearing patient populations. This service is intended to be used when on-site interpreters are not available.

This RFP may be awarded to a single or multiple suppliers as determined to be in the best interests of MUHC at the sole discretion of MUHC.

### **3. BACKGROUND INFORMATION**

MU Health Care is comprised of seven hospitals: Capital Region Medical Center, Children's Hospital, Ellis Fischel Cancer Center, Missouri Orthopaedic Institute, Missouri Psychiatric Center, University Hospital, and Women's Hospital, as well as approximately 60 outpatient clinics. The inpatient hospitals have a combined 600 beds. Affiliates of MU Health Care include Columbia Surgical Associates and Rusk Rehabilitation Center. The UMKC School of Dentistry has been in operation in Kansas City, MO since 1881.

### **4. CONTRACT PERIOD**

The contract period shall be from the date of award for one (1) year with the option to renew for three (3) additional one-year periods.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

### **5. INSTRUCTIONS FOR PROPOSAL RESPONSE**

Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within. Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with a description of ability and how to meet the evaluation criteria.

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

both Mandatory and Desirable specifications are met. If “no response” or insufficient response to substantiate compliance is provided, MUHC reserves the sole right to reject respondent’s response from further consideration.

Proposals are to be submitted in two (2) emails (not password protected) in the following manner.

Volume I – Functional Response – Response to mandatory and desirable criteria. Do not include financial information in this response.

Volume II – Financial Response – Include financial response, including proposal form, authorized respondent information, and Attachments A, B & C.

All proposals must be submitted via electronic mail to Amy Varner at [avarner@health.missouri.edu](mailto:avarner@health.missouri.edu). Subject line of emails to read RFP #31195, LANGUAGE SERVICES PROGRAMS, Volume I and Volume II, respectively.

If there is a supplier related contract that must be signed as part of doing business, it should be included with the proposal response.

Respondent must complete and return the MUHC Proposal Form with their proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of proposal.

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

## **6. 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 MUHC individuals will evaluate and assign points to suppliers’ responses to the evaluation questions. At the sole option of MUHC, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. MUHC could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

MUHC may request suppliers selected as finalists to come onsite to the University, at the supplier’s expense, for presentations as part of the RFP selection. Virtual presentations via Zoom may also be used at MUHC’s discretion.

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

## **7. INSURANCE REQUIREMENTS**

Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or



obligations assumed by Supplier under any resulting contract. Coverage to be provided as follows by a carrier with A.M. best minimum rating of A-VIII.

**Commercial General Liability** Supplier agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, 2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual liability, or Cross liability.

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

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

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

**Professional Liability** Supplier agrees to maintain Professional Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Aggregate.

**Data Breach** If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

### **Contract Language**

The officers, employees and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the supplier and the University. Supplier is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**

The Supplier agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense

from any cause of action arising from the Supplier's operations. The supplier agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Supplier or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

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

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

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

## **8. BUSINESS ASSOCIATE REQUIREMENTS**

If the services requested by MUHC via this RFP require the respondents to use and/or disclose protected health information (PHI), a "Business Associate" relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

1. Names;
2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
4. Telephone number;
5. Fax number;
6. Electronic mail addresses;
7. Social Security Number (SSN);
8. Medical record number;
9. Health plan numbers;
10. Account numbers;
11. Certificate or license numbers;
12. Vehicle identification/serial numbers, including license plate numbers;
13. Device identification/serial numbers;
14. Universal resource locators (URL's);
15. Internet protocol (IP) addresses;
16. Biometric identifiers;
17. Full face photographs and comparable images;
18. Genetic information; or
19. Any other unique identifying number, characteristic or code

If a Business Associate relationship is determined to exist, the awarded supplier will be required to sign the University's Business Associate Agreement at the time of contract execution.

## **9. MANDATORY CRITERIA**

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. It is mandatory that awarded vendor must provide 24/7 coverage, with access to certified interpreters within 15 minutes or less.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
2. It is mandatory that awarded vendor's interpreters must have American Sign Language (ASL) certification levels equivalent to Missouri State requirements for Emergency Room interpreting and psychiatric patients.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
3. It is mandatory that awarded vendor must provide certified interpreters that are trained in video remote and OPI interpreting.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
4. It is mandatory awarded vendor must have an evaluation/training program for an interpreter which includes professional conduct and ethical behaviors comparable to the Ethical Rules of Conduct as put forth by the Missouri State Committee of Interpreters.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
5. It is mandatory that the awarded vendor provide hardware and equipment for OPI (over the phone interpreting)  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
6. It is mandatory that successful vendors services must be portable/wireless, allowing for use between multiple patient care locations.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**
7. It is mandatory that successful vendor must commit that they will comply with Missouri regulations throughout term of contract.  
**CONFIRM Y\_\_or N\_\_**  
**Provide information to support your answer.**

8. It is mandatory vendor complies with the Affordable Care act Section 1557.

**CONFIRM Y\_\_or N\_\_**

**Provide information to support your answer.**

#### **10. DESIRABLE CRITERIA**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

1. Please describe your experience over the past five years in providing Video Remote Interpreting (VRI) and Over-the-Phone Interpreting (OPI) services. Include a list of Academic Medical Centers and hospitals where you currently provide these services. Note that the University of Missouri Health Care (MUHC) cannot be included among the listed Academic Medical Centers.
2. Describe interpreter training program and annual competencies around Deaf/Hard-of-Hearing cultures as well as LEP.
3. Describe what communication and marketing tools are available to customers and patients so they know what tools are available for them.
4. Describe training and in services centered around OPI and/or VRI available to MUHC staff.
5. Describe the certification process of interpreters. Describe how you manage, track, and record to ensure all certifications are up to date.
6. Describe training to ensure professional conduct and ethical behavior of interpreters.
7. Describe 24/7 coverage that is provided as part of this service.
8. Describe how services are portable between facilities.
9. Describe your platform's compatibility to maintain or enhance current hardware, equipment, and connectivity at MUHC.
10. Describe what hardware and equipment for OPI & VRI will be made available to MUHC.
11. Describe what the backup plan is to provide services within scope when situations arise that could be deemed emergent or during high volume situations.

**REQUEST FOR PROPOSAL FORM**

**REQUEST FOR PROPOSALS  
FOR  
LANGUAGE SERVICES PROGRAMS  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
MU HEALTH CARE  
RFP # 31195**

**DUE DATE: May 23, 2025**

**TIME: 3:00 P.M., CT**

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 MU Health Care.

Per minute fee \$ \_\_\_\_\_  
(please price in levels based on greater discounts for more minutes used)  
Cost for equipment purchase \$ \_\_\_\_\_  
Cost for equipment rental \$ \_\_\_\_\_  
Annual Fee Cost \$ \_\_\_\_\_  
Any additional costs not specified \$ \_\_\_\_\_

State any applicable maximum price increases for renewal years:

Renewal Year 1: \_\_\_\_\_  
Renewal Year 2: \_\_\_\_\_  
Renewal Year 3: \_\_\_\_\_  
Renewal Year 4: \_\_\_\_\_

### AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ <small>Note: Net 30 is default. Early pay discounts encouraged.</small>	
Select Payment Method:                      SUA                      ACH                      Check			
Circle one:            Individual                      Partnersh ip                      Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? yes____ no____			
Maintain a regular place of business in the State of Missouri?    yes____no____			

**This signature sheet must be returned with your proposal.**

**ATTACHMENT A**  
**MBE/WBE/SDVE PARTICIPATION FORM**

**Evaluation of Supplier's MBE/WBE/SDVE Participation:** If a Respondent is proposing participation by a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Service-Disabled Veteran Enterprise (SDVE), in order to receive evaluation consideration for participation by the MBE/WBE/SDVE, the Respondent must provide the required information with the proposal. Information not included with the proposal will not be considered in scoring.

MBE/WBE Evaluation: The Respondent's proposed MBE/WBE participation will be considered in the evaluation process as follows:

- a. If Participation Meets or Exceeds Target: Respondents proposing MBE and/or WBE participation percentages that meet or exceed the target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Below Target: Respondents proposing MBE and/or WBE participation percentages that are lower than the target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- c. If No Participation: Respondents failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

SDVE Evaluation: The Respondent must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value. If the Respondent proposing a SDVE participation percentage meets or exceeds three percent (3%) of the total contract value and provides the required documentation identified herein, then the Supplier shall be assigned the three (3) bonus points.

MBE/WBE/SDVE Commitment: If the Respondent is awarded a contract and the Respondent received points for the MBE/WBE/SDVE participation in the evaluation, the percentage level of MBE/WBE/SDVE participation committed to by the Respondent shall be a contractual requirement.

**Spending with MBE/WBE/SDVE Companies:** If you are a certified MBE, WBE, SDVE, as defined in the Instructions to Respondents, section #9, please check the appropriate selection below and provide evidence of certification. If you are not a certified MBE/WBE/SDVE, are you willing to commit to using one or more certified MBE/WBE/SDVE companies in the performance of this contract if awarded? If yes, please explain the nature of the participation by each MBE/WBE/SDVE and provide the percentage of the contract value that will be attributable to such MBE/WBE/SDVE and evidence of certification.

Minority Business Enterprise	_____
Women Business Enterprise	_____
Service-Disabled Veteran Business	_____
None of the Above	_____

MBE/WBE/SDVE Certified in Missouri: Are you a MBE/WBE/SDVE certified by the State of Missouri, Office of Administration? YES \_\_\_\_\_ or NO \_\_\_\_\_

If YES was checked above as being a certified MBE/WBE by the State of Missouri, Office of Administration, provide the name of the MBE/WBE the certificate is under and the certification number. \_\_\_\_\_

If YES was checked above as being a certified SDVE by the State of Missouri, Office of Administration, provide the name of the SDVE your certificate is under.

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

**ATTACHMENT B**  
**PHYSICIAN SELF-REFERRAL QUESTIONNAIRE**

**Section I – Company Ownership**

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

**Section II – Physician Relationship**

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.

1. 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 a MU Health Care facility?  
YES \_\_\_\_\_ NO \_\_\_\_\_
2. 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 a MU Health Care facility?  
YES \_\_\_\_\_ NO \_\_\_\_\_
3. 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 a MU Health Care facility?  
YES \_\_\_\_\_ NO \_\_\_\_\_
4. 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 a MU Health care facility?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered “Yes” to any of the questions 1-4 of Section II, please provide the applicable physician name(s), the person(s) who refers patients to the health care facilities, the name(s) of the health care facilities, and if applicable, the name(s) of the immediate family members of the physicians or other person.

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I represent the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify the Director of MUHC Supply Chain Operations at 2910 LeMone Industrial Blvd., Columbia, MO 65201 of any changes in the above disclosed information.

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Company Name	Date
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Signature	Date
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Print Name	Title
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**ATTACHMENT C**  
**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 **University of Missouri Health Care** and its affiliates (“Covered Entity”) (collectively the “Parties”) in order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 and its related regulations (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (the “HITECH”).

**Recitals**

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

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

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

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

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

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

**a) Definitions.**

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

1. **ARRA.** “ARRA” refers to the American Recovery and Reinvestment Act of 2009.
2. **Breach.** “Breach” shall have the same meaning as the term “breach” in HIPAA, 45C.F.R. 164.402, and shall *generally* mean the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information.
3. **Breach Rule:** “Breach Rule” shall mean the Notification in the Case of Breach of Unsecured PHI Standards at 45 C.F.R. § 164, subpart D.
4. **Business Associate:** “Business Associate” shall generally have the same meaning as the term

“business associate” at 45 CFR 160.103, and in reference to the party to this Agreement as it creates, receives, maintains or transmits PHI for a function, activity or service regulated by HIPAA, and which includes a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate.

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

incident” at 45 CFR §164.304 and shall generally mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

16. **Security Rule.** “Security Rule” shall mean the Security Standards at 45 Part 160 and Part 164.
17. **Services Agreement.** “Services Agreement” (or “Agreement”) shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BAA.
18. **Subcontractor.** “Subcontractor” shall have the same meaning as the term “subcontractor” at 45 CFR 164.103 and shall generally mean a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate.
19. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the HITECH Act, Section 13402(h)(1).

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

- (i) Upon request, provide Business Associate with a copy of its Notice of Privacy Practices produced by Covered Entity in accordance with 45 C.F.R. §164.520. Covered Entity will notify Business Associate of any changes to such Notice, and notify Business Associate of any limitation(s) in the Notice of Privacy Practices to the extent that such limitation may affect Business Associate’s use or disclosure of protected health information.
- (ii) Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures.
- (iii) Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of protected health information.

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

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

- (i) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (ii) Business Associate agrees to limit its use, disclosure and requests for PHI to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

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

(iv) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate involving a use or disclosure of PHI in violation of the requirements of this BAA (including, without limitation, any Security Incident or Breach of Unsecured PHI). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BAA and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA and the HITECH Act, or any other applicable Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

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

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

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

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

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

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

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

(xii) Business Associate agrees to notify Covered Entity within five (5) business days of a request by an individual for an accounting of disclosures of Protected Health Information. Business Associate further agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information regarding disclosures of Protected Health Information by Business Associate and/or its subcontractors, if applicable, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xiii) Business Associate agrees it will provide appropriate training regarding the requirements of this business associate agreement, 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.

**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 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