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**Exhibit A-1**  
**Intent to Bid – 2025 MCHCP Third Party Administrator (TPA) RFP**

(Signing this form does not mandate that a vendor must bid)

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Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
- 2) Upload the completed document to the Response Documents area of the RFP no later than Tuesday, February 13, 2024 at 5 p.m. CT (6 p.m. ET).

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**Minimum Bidder Requirements**

To be considered for contract award, bidders must meet the following minimum requirements:

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Commerce and Insurance. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity.
- Benefits – Bidders shall not mandate specific benefits, and contractor(s) must be flexible and demonstrate the ability to administer benefits. This includes the ability to offer multiple plan designs and benefit options as well as interacting with other MCHCP vendor partners.
- Discount Arrangements - As part of the evaluation process for this bid, bidders shall agree to share all provider discount arrangements by network, as described in Attachment 4 and Exhibit A-4 with MCHCP’s consultant, Segal, prior to the award of the contract.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) on a monthly basis, including twenty-four (24) run-out months (i.e. months following contract expiration). Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide service to clients that have at least 250,000 covered lives combined and have at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Networks – Bidders must offer contracted provider networks capable of delivering benefits as described in the RFP. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.

- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of March 1, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP’s pharmacy benefit manager, which allows the contractor to communicate deductible and out-of-pocket information on a daily basis and potentially with other MCHCP contractors to communicate eligibility, participation or claims data.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$5,000,000.

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This form will serve as confirmation that our organization has received the 2025 MCHCP Third Party Administrator (TPA) RFP.

We intend to submit a complete proposal. Below is the name and email address of the individual that should receive the claim file from Segal to be used to complete the re-pricing project.

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**Name of Organization**

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**Name of Data Recipient**

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**Email Address of Data Recipient**

We decline to submit a proposal for the following reason(s):

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**Name of Organization**

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**Signature of Plan Representative**

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**Title of Plan Representative**

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**Date**

**EXHIBIT A-2**  
**LIMITED DATA USE AGREEMENT**

In order to secure data that resides with Missouri Consolidated Health Care Plan (MCHCP) and in order to ensure the integrity, security, and confidentiality of information maintained by MCHCP, and to permit appropriate disclosure and use of such data as permitted by law, MCHCP and \_\_\_\_\_ enter into this Agreement to comply with the following specific paragraphs.

1. This Agreement is by and between MCHCP, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and \_\_\_\_\_, hereinafter referred to as “User”.
  
2. This Agreement addresses the conditions under which MCHCP will disclose and the User will obtain and use MCHCP’s file(s) specified in this agreement. This Agreement supersedes any and all agreements between the parties with respect to the use of MCHCP’s file(s), and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior communication from MCHCP with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement, or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by MCHCP’s Executive Director.
  
3. Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
  
4. The parties mutually agree that MCHCP retains all ownership rights to the claims file referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by MCHCP.
  
5. The parties mutually agree that the following named individual is designated as “Custodian” of the file on behalf of the User, and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify MCHCP within five (5) days of any change of custodianship. The parties mutually agree that MCHCP may disapprove the appointment of a custodian, or may require the appointment of a new custodian at any time.

Name of Custodian: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Phone Number w/ Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

6. The User represents and warrants, and in furnishing the claims file(s), MCHCP relies upon such representation and warranty, that these files will be used solely for the purposes outlined below. The User agrees not to use or further disclose the data covered by this Agreement other than as provided for by this Agreement. The parties agree that no provision of this Agreement permits the User to use or disclose protected health information (PHI) in a manner that would violate HIPAA if used or disclosed in like manner by MCHCP. MCHCP's demographic and claims files are used solely for the following:
- Modeling of potential claim volume related to a self-insured contract with MCHCP for health benefits; and/or
  - Network analysis and evaluation of proposed network's geographic accessibility to MCHCP members for purposes of bidding on a contract with MCHCP for health benefits.

The User represents and warrants further that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person(s) other than as allowed by this Agreement. The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. The User agrees to ensure that any individual(s) or agent(s) the User discloses or allows to access the data covered by this Agreement will be bound to the same restrictions and conditions that apply to the User. Disclosure of this data is made pursuant to 45 CFR §§ 164.514(e)(1).

7. MCHCP will provide the User with the file, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible. The file shall not contain any prohibited items.
8. The parties mutually agree that the aforesaid file (and/or any derivative file(s) [includes any file that maintains or continues identification of individuals]) may be retained by the User only for the period of time required for any processing related to the purposes outlined in section 6 above. After the process is complete, the User agrees to promptly destroy such data. The User agrees that no data from MCHCP records, or any parts thereof, shall be retained when the aforementioned file(s) are destroyed unless authorization in writing for the retention of such file(s) has been received from MCHCP's Executive Director. The User acknowledges that stringent adherence to the aforementioned information outlined in this paragraph is required. The User further acknowledges that MCHCP's demographic file received for any previous periods, and all copies thereof, must be destroyed upon receipt of an updated version. The User agrees that for any data covered by this Agreement, in any form, that the User maintains after the bidding process is complete, the User agrees to: (i) refrain from any further use or disclosure of the PHI; (ii) continue to safeguard the PHI thereafter in accordance with the terms of this Agreement; and (iii) not attempt to de-identify the PHI.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the privacy and security of the data, and to prevent any unauthorized use or disclosure. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by HIPAA. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, including protected health information, or deducible information derived from the file(s) specified above in section 6 is strictly prohibited. Further, the User agrees that the data must not be physically moved or transmitted in any way from the site indicated above in section 5, without written approval from MCHCP.
10. The User agrees that the authorized representatives of MCHCP and the Department of Health and Human Services (“HHS”) will be granted access to the premises where the aforesaid file(s) are kept for the purpose of inspecting security arrangements and confirming whether the User is in compliance with the privacy and security requirements specified in this Agreement.
11. The User agrees that no findings, listing, or information derived from the file(s) specified in section 7, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member’s identification (Examples of such data elements include, but are not limited to, address, zip code, sex, age, etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP’s files identifies or reasonably could identify an individual or to deduce the identity of an individual.
12. The User agrees that the User shall make no attempt to link records included in the file(s) specified in section 7 to any other identifiable source of information or attempt to identify the information or individual(s) contained in the data. This includes attempts to link to other MCHCP data files. In addition, the User agrees not to contact the individual(s) who are the subject of the data covered by this Agreement.
13. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP’s Executive Director.
14. The User agrees to immediately report to MCHCP any use or disclosure of PHI not authorized or provided for by this Agreement in accordance with the notice provisions prescribed in this Section 14.
  - 14.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of the User’s first discovery, meaning the first day on which such unauthorized use or disclosure is known to the User, or by exercising reasonable diligence, would have been known to the User, of the unauthorized use or disclosure.
  - 14.2 The notice shall be in writing and shall include a complete description of the unauthorized use or disclosure, and if applicable, a list of affected individuals and a copy of the template breach notification letter to be sent to affected individuals.

15. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have used or disclosed the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP's Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User's determinations regarding any alleged or actual unauthorized use or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized use or disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP's determination or reasonable belief that unauthorized uses or disclosures have taken place, MCHCP may refuse to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.
16. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any protected health information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred, however, all final decisions involving questions of a breach shall be made by MCHCP; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.
17. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).
18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 7, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.
19. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This Agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this Agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the Agreement upon written request to the other party, in which case the termination shall be effective 60 days after the date of the notice, or at a later date specified in the notice.

\_\_\_\_\_  
(Name/Title of Individual)

\_\_\_\_\_  
(State Agency/Organization)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/ZIP Code)

\_\_\_\_\_  
(Phone Number Including Area Code)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

20. On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Judith Muck, Executive Director  
Missouri Consolidated Health Care Plan

\_\_\_\_\_  
Date



## **Exhibit A-3**

### **Third Party Administrator (TPA) Fees**

#### **Cost Proposal Instructions**

Detailed Claims and Eligibility data is provided for your assessment and analysis in preparing your response to this RFP.

The claims files include service codes, diagnostic data, and other clinical detail.  
Monthly enrollments and paid claims data is included to provide historic paid claims levels.

Use the tabs in this spreadsheet for reference and specific instructions in providing proposed Administration Fees for the active, pre-Medicare membership and small number (approximately 350) of Medicare membership covered in the self-funded program.

**All fees/charges associated with management and administration of MCHCP's health plans for medical services must be identified and described on tab "Medical TPA", and billed on a Per-Employee-Per-Month (PEPM) basis.**

**All other fees/charges not associated with management and administration of MCHCP's health plans for medical services must be identified and described on the tab "Medical TPA" or "Optional Services" as appropriate.**

**MCHCP is seeking the most competitive quotes, pricing and provider network arrangements available in the commercial market. Bidders are encouraged to bid as competitively as possible.**

**Exhibit A-3**

**Third Party Administrator (TPA) Fees**

Vendor Name

**Cost Proposal**

**Medical Administration Services Fees**

**Please express costs in a PEPM (Per Employee Per Month) format.**

**INSTRUCTIONS**

1. Please respond in the cells, highlighted in yellow. Do not alter the size of the cell.
2. All fees/charges must be quoted on a 'per-employee, per-month' basis (PEPM) except optional services.
3. Fees must be all-inclusive -- any additional fees must be noted in these worksheets.
4. Any costs or fees not disclosed on these worksheets will not be paid by MCHCP.
5. Plan year is the calendar year: January 1st - December 31st

Vendor Name: \_\_\_\_\_ Form Completed by: \_\_\_\_\_

SELF FUNDED ADMINISTRATION COSTS					
All-inclusive Administration Fees on a Per-Employee, Per-Month Basis (PEPM)	2025	2026	2027	2028	2029
<b>Number of MCHCP Contracts/Employees</b>	<b>38,302</b>	<b>38,302</b>	<b>38,302</b>	<b>38,302</b>	<b>38,302</b>
Plan Administration Fees					
Network Access Fees					
<b>Total Administration Fees</b>					
Total Monthly Admin Fees	\$0	\$0	\$0	\$0	\$0
Total Annual Admin Fees	\$0	\$0	\$0	\$0	\$0
Total 5-Year Admin Fees			\$0		
Guarantees & Credits	2025	2026	2027	2028	2029
Guaranteed Fees (Y/N)					
Enrollment Change Tolerance (+/- XX%)					
Implementation Credit (\$)					
Pre-implementation Audit Credit (\$)					
Annual Audit Credit (\$)					
Discretionary (\$)					
Population Health Discretionary (\$)					
Clinical Process Review (\$)					
Annual Accounting of Funds Received vs Claims Paid					
Services/Items Included in Administration Fees ("Included", N/A, or \$X.XX)	2025	2026	2027	2028	2029
Claims Adjudication					
Network Access					
Toll-free Member Services Line					
Minimum Member Services Hours of Operation, M-F, 8:00 am to 8:00 pm, CT					
Interactive Website with online provider directory					
Electronic Weekly Eligibility Transmittal and Receipt of Updates and Monthly Reconciliation					
Acceptance, Storage, and Tracking of MCHCP Employee IDs for ALL Member-Level Reporting					
Standard Reporting - Monthly, Quarterly, Annual					
Ad-hoc Reporting					
Annual Accounting of Funds Received vs Claims Paid					
Monthly, Quarterly, Annual Account Team Meetings					
Postage Costs					
Terminal Run-out Administration					
Monthly Claim File to Data Warehouse contractor					
ID Card Production and Mailing					
Care Management					
Consumer Tools					
<b>Other services included in the Administration Fee, Please describe (add lines, as needed to accommodate all components):</b>					

**Note:** The basic administration fee is a per employee per month (PEPM) fee for all services and deliverables required under the terms of this contract and which are not specifically and separately identified elsewhere in the table. Such services include but are not limited to claims administration, network access fees, underwriting, standard report production and delivery, claims data extracts, member communication materials, claims fiduciary liability, administration of post-contract run out claims, routine and non-routine production and delivery of ID cards, large case management, etc.

**Charges Passed Through the Claims Wire (est.):** List and describe any and all administration charges that will be assessed/billed through the claim wire, and the estimated monthly total for each item. Examples may include, but are not limited to, capitation fees, ACO attribution fees, performance/value based provider payments, various cost containment program fees, silent/wrap network fees, BlueCard fees, etc. Add lines, as needed to accommodate all fees.

Charges passed through claims wire, Please describe:	2025	2026	2027	2028	2029

**Quality Initiatives: PCMH and ACO Fees:** If your company offers any quality initiatives and/or value-based programs, list those programs/services below and provide pricing (including any and all charges that may be applicable to the program).

Quality Initiatives and/or Value-based Programs	Description	Basis for Payment (PEPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029

**Exhibit A-3**  
**Third Party Administrator (TPA) Fees**  
**Optional Services**

Vendor Name

**INSTRUCTIONS**

1. Please respond in the cells, highlighted in yellow. Do not alter the size of the cell.
2. Be sure to include the basis for payment (PEPM, PMPM, One-time charge, etc.).
3. Fees must be all-inclusive -- all fees must be noted in this worksheet.
4. Any costs or fees not disclosed on this worksheet will not be paid by MCHCP.
5. Plan year is the calendar year: January 1st - December 31st

Vendor Name:

Form Completed by:

**ADDITIONAL PROGRAMS:** If there are any additional programs available by your company that would have additional fees, provide a cost quotation of recommended ancillary programs (incentive, education, wellness, etc).

Optional Services, Please describe:	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Musculoskeletal Management							
Medically-Supervised Weight Loss Program							
Member Reward Incentive Program							
Program 1							
Program 2							
Program 3							
Program 4							
Program 5							
Program 6							
Program 7							
Program 8							
Program 9							
Program 10							
Program 11							
Program 12							

# Exhibit A-4

## MCHCP 2025 TPA RFP

### Medical Claims Repricing Summary

MCHCP requires a "repriced claim" file as part of your submission. You will submit the re-priced claim file and this Exhibit A-4 directly to Segal. Do not upload this document to Optavise. Please see Attachment 4 for instructions on how to obtain access to the Re-pricing File.

In the grid below, please provide the sum of all re-priced claims by network and non network based on the eligible charges.

Vendor Name and Network:

Repricing of Medical Claims Data		
	PPO or POS Network	
	Eligible Amount *	Repriced Amount **
NETWORK	\$0	\$0
NON NETWORK	\$0	\$0
Grand Total From Data File	\$0	
Grand Total Repriced		\$0

\*Eligible Amount reflects Eligible Charges as shown on the Claims Repricing data file.

\*\*Repriced Amount reflects charges based on application of your February, 2024 provider-specific discounts.

You must also include a detailed description of each network proposed, and an explanation summarizing how you repriced the claims, noting any and all assumptions made.

**Exhibit A-5**

**MCHCP 2025 TPA RFP**

**Vendor Name**

**Medical Network Discount Detail & Guarantee**

MCHCP seeks the most favorable discounts from providers in the selected managed care provider network. Upon completion of each plan year, MCHCP requires an analysis of actual discounted savings of the selected network, which were realized over the course of the plan year, and use this analysis to compare to the results of the expected discounts. MCHCP is looking for Bidders to put a portion of their administration fees at risk.

**Provide detail as to how your discount was derived.**

	In-Network Discount Accumulation	Example
2023 Claims Data using 2024 Contracts		50.0%
Indicate the increase in discounts attributed to each of the following:		
Discounts as of Repricing Date (i.e., 2/1/24)		51.0%
Current Letters of Intent <i>(Do not include <u>assumed</u> increases in eligible charges)</i>		51.4%
Known Contract Improvements <i>(Do not include <u>assumed</u> increases in eligible charges)</i>		52.5%
Assumed Increases in eligible Charges		53.5%
Anticipated Contract Improvements <i>(Based on in-hand Letters of Intent)</i>		54.0%
Other (please clarify)		54.0%
Expected 2025 Discounts		54.0%

Indicate the level of discounts that will be guaranteed from year to year over the contract term.

Service Category	2025	2026	2027	2028	2029
Guaranteed Overall Discounts					

Indicate the portion of Administration fees (as a percentage) to be paid back to MCHCP if the discount guarantees listed above are not achieved. The schedule can either be of a "pass/fail" nature or be a sliding scale (not to extend beyond 2 percentage points from the guaranteed discount percentage), with higher penalties for greater deviations of actual discounts relative to guaranteed levels.

Service Category	2025	2026	2027	2028	2029
Percent of Administration Fees at Risk for Discount Guarantees*					

\* paid during the respective plan year

Alternatively, indicate the trend level that will be guaranteed from year to year over the contract term.

Service Category	2025	2026	2027	2028	2029
Guaranteed Trend Increase					

Indicate the portion of Administration fees (as a percentage) to be paid back to MCHCP if the trend guarantees listed above are not achieved. The schedule can either be of a "pass/fail" nature or be a sliding scale (not to extend beyond 2 percentage points from the guaranteed trend percentage), with higher penalties for greater deviations of actual trend relative to guaranteed levels.

Service Category	2025	2026	2027	2028	2029
Percent of Administration Fees at Risk for Trend Guarantees*					

\* paid during the respective plan year

How do you propose to ascertain actual savings (i.e., the formula for determining the actual performance against expected or 'quoted' discounts)?

Describe the management information that you will provide MCHCP to support the year-end performance results.

Provide samples of existing agreements, if any, that your network has used with other large plan sponsors to meet network discount targets.

**EXHIBIT A-6  
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP  
2025 THIRD PARTY ADMINISTRATOR (TPA) RFP**

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

**Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP.**

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Name/Title of Individual

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Organization

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Signature

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Date

On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

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Executive Director

Date

Missouri Consolidated Health Care Plan

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**Exhibit A-7**  
**Confirmation Document**  
**2025 MCHCP Third Party Administrator (TPA) RFP**

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Please complete this form following the steps listed below:

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1) Confirm that you have read and understand all of MCHCP's instructions included in the Optavise application.

Yes

No

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2) Bidders are required to submit a firm, fixed price for CY2025 and not-to-exceed prices for CY2026 through CY2029. Prices will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

Yes

No

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3) Completion of the signature block below constitutes your company's acceptance of all terms and conditions of the original RFP plus any and all RFP amendments, and confirmation that all information include in this response is truthful and accurate to the best of your knowledge. You also hereby expressly affirm that you have the requisite authority to execute this Agreement on behalf of the Bidder and to bind such respective party to the terms and conditions set forth herein.

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Name/Title of Individual

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Organization

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Signature

---

Date



**EXHIBIT A-8**

**CONTRACTOR CERTIFICATION  
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS  
2025 MCHCP THIRD PARTY ADMINISTRATOR (TPA) RFP**

\_\_\_\_\_ (hereafter referred to as “Contractor”) hereby certifies that all of Contractor’s employees and its subcontractors’ employees assigned to perform services for Missouri Consolidated Health Care Plan (“MCHCP”) and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms, and any other documentation (“requested data”) in order to determine if Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if MCHCP has reasonable cause to believe that Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

\_\_\_\_\_  
Name/Title of Individual

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A-9**

**Documentation of Intent to Participate  
2025 MCHCP Third Party Administrator (TPA) RFP**

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form for Each Organization Proposed ~

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

Type of Organization (MBE or WBE): \_\_\_\_\_ Certification Expiration (or attach copy of certification)

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

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

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

**Authorized Signature:**

\_\_\_\_\_  
Authorized Signature of Participating Organization  
(MBE, WBE)

\_\_\_\_\_  
Date  
(Dated no earlier than  
the RFP issuance  
date)

## EXHIBIT A-10

**This contract is a sample contract for review during the RFP process only. Additional clauses and obligations may be added that are consistent with the RFP and bidder's submission which is awarded by the Board of Trustees. If there is a conflict between this sample contract and the RFP materials, the RFP materials will take precedence during the bidding process.**

### CONTRACT # 25-010120-TPA BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN AND TPA

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Third Party Administrator, (hereinafter "TPA") for the express purpose of providing administrative services for MCHCP's self-funded employee benefit plans for State and Public Entity members, pursuant to MCHCP's 2025 Third Party Administrator RFP released February 7, 2024 (hereinafter "RFP").

#### 1. GENERAL TERMS AND CONDITIONS

**1.1 Term of Contract and Costs of Services:** The term of this Contract is for a period of one (1) year from January 1, 2025, through December 31, 2025. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2025) is a firm, fixed price. The submitted prices for the subsequent (2<sup>nd</sup> – 5<sup>th</sup>) years of the contract period (January 1 - December 31, 2026, January 1 - December 31, 2027, January 1 – December 31, 2028, and January 1 – December 31, 2029, respectively) are subject to negotiation but shall not exceed the guaranteed maximum prices. Pricing for the one-year renewal periods is due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

**1.2 Contract Documents:** This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

- a. Any future written and duly executed renewal proposals or amendments to this Contract;
- b. This written Contract signed by the parties;
- c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by TPA in response to the RFP, finalist negotiations, and implementation meetings:
  - i. Exhibit A – Pricing Pages
  - ii. Exhibit B – Business Associate Agreement
  - iii. Exhibit C – Performance Guarantees

- d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by TPA as evidenced by TPA affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of TPA's ability and willingness to provide more or different services not required by the RFP that are not specifically described in this Section or otherwise not included elsewhere in the Contract documents are excluded from the terms of this Contract unless subsequently added by the parties in the form of a written and executed amendment to this Contract.

**1.3 Integration:** This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

**1.4 Amendments to this Contract:** This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

No agent, representative, employee or officer of either MCHCP or TPA has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

**1.5 Drafting Conventions and Definitions:** Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- **"Amendment"** means a written, official modification to the RFP or to this Contract.
- **"May"** means permissible but not required.
- **"Must"** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **"Request for Proposal" or "RFP"** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **"Shall"** has the same meaning as the word must.
- **"Should"** means desirable but not mandatory.
- The terms **"include," "includes,"** and **"including"** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words "without limitation".

**1.6 Notices:** Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to TPA shall be addressed as follows: TPA ATTN {{Add who gets notice for TPA}}.

**1.7 Headings:** The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

**1.8 Severability:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

**1.9 Inducements:** In making the award of this Contract, MCHCP relies on TPA's assurances of the following:

- TPA, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, TPA's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- TPA has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- TPA has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, TPA currently has the capability to perform in accordance with the terms and conditions of this Contract.
- TPA has also reviewed and understands the risks associated with administering services as described in the RFP.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage TPA to perform the services described in this Contract under the terms and conditions set forth in this Contract.

**1.10 Industry Standards:** If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**1.11 Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by TPA's or its subcontractors' employees.

**1.12 Breach and Waiver:** Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the Contract terms and conditions are severable.

**1.13 Independent Contractor:** TPA represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, TPA hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. TPA assumes sole and full responsibility for its acts and the acts of its personnel.

**1.14 Relationship of the Parties:** This Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

**1.15 No Implied Authority:** The authority delegated to TPA by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant TPA any authority related to this Contract except as authorized in writing by MCHCP. TPA may not rely upon implied authority, and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or
- Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

**1.16 Third Party Beneficiaries:** This Contract shall not be construed as providing an enforceable right to any third party.

**1.17 Injunction:** Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, TPA shall not be entitled to make or assess claim for damage by reason of said delay.

**1.18 Statutes:** Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

**1.19 Governing Law:** This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

**1.20 Jurisdiction:** All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

**1.21 Acceptance:** No contract provision or use of items by MCHCP shall constitute acceptance or relieve TPA of liability in respect to any expressed or implied warranties.

**1.22 Survival of Terms:** Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

## **2 TPA's Obligations**

**2.1 Security Deposit:** TPA must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$5,000,000.00. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, TPA shall maintain the validity and enforcement of the security deposit for the renewal period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$5,000,000.00.

**2.2 Electronic Transmission Protocols:** TPA and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar

standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

**2.3 Subcontracting:** Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. TPA shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. TPA may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. TPA agrees that any and all subcontracts entered into by TPA for the purpose of meeting the requirements of this Contract are the responsibility of TPA. MCHCP will hold TPA responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. TPA must provide complete information regarding each subcontractor used by TPA to meet the requirements of this Contract.

**2.4 Disclosure of Material Events:** TPA agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of TPA;
- Any merger, sale or other material change of ownership of TPA;
- Any conflict of interest or potential conflict of interest between TPA's engagement with MCHCP and the work, services or products that TPA is providing or proposes to provide to any current or prospective customer; and
- (1) Any material investigation of TPA by a federal or state agency or self-regulatory organization; (2) Any material complaint against TPA filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming TPA before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming TPA as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against TPA by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against TPA as a result of any material criminal or civil action in which TPA was a party; or (7) Any other matter material to the services rendered by TPA pursuant to this Contract.

For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, TPA is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by TPA's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of TPA designated by TPA to monitor and report such matters.



Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

**2.5 Off-shore Services:** All services under this Contract shall be performed within the United States. TPA shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in TPA being in breach of this Contract.

**2.6 Change in Laws:** TPA agrees that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

**2.7 Compliance with Laws:** TPA shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

**2.7.1 Non-discrimination, Sexual Harassment and Workplace Safety:** TPA agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. TPA shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. TPA shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

**2.7.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA):** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, TPA understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, TPA agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

**2.7.3 Patient Protection and Affordable Care Act (PPACA):** If applicable, TPA shall comply with the Patient Protection and Affordable Care Act (PPACA) and all regulations promulgated under the authority of PPACA, including any future regulations promulgated under PPACA, which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

**2.7.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA):** TPA shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy,

Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

**2.7.5 Genetic Information Nondiscrimination Act of 2008:** TPA shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.

**2.7.6 Consolidated Appropriations Act of 2021 and No Surprises Act:** TPA shall comply with the Consolidated Appropriations Act of 2021 (CAA) and the No Surprises Act (NSA) and implementing regulations, as amended.

**2.7.7 Transparency in Coverage Rules:** TPA shall comply with the Transparency rules, as amended.

**2.8 Indemnification:** TPA shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of TPA's, TPA's employees, or TPA's associate or any associate's or subcontractor's failure to comply with section 2.7 of this contract.

**2.9 Prohibition of Gratuities:** Neither TPA nor any person, firm or corporation employed by TPA in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

**2.10 Solicitation of Members:** TPA shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

**2.11 Insurance and Liability:** TPA must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. TPA shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. TPA shall bear the risk of any loss or damage to any personal property in which TPA holds title.

**2.11 Hold Harmless:** TPA shall indemnify, defend and hold harmless MCHCP, and its directors, officers, employees, agents and affiliates, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) that are recovered in actions brought by a third party asserting liability for TPA's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

**2.12 Assignment:** TPA shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by TPA made without prior written consent of MCHCP. Notwithstanding the foregoing, TPA may, with advance written notice to MCHCP, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of TPA; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of TPA or in

which all or substantially all of TPA's assets are sold. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in TPA provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by TPA and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by TPA, following which TPA's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. TPA shall give MCHCP written notice of any such change of name.

**2.13 Patent, Copyright, and Trademark Indemnity:** TPA warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. TPA shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at TPA's written request, it shall be at TPA's expense, but the responsibility for such expense shall be only that within TPA's written authorization. TPA shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that TPA or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by TPA in such suit or proceeding are held to constitute infringement and the use is enjoined, TPA shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If TPA is unable to do any of the preceding, TPA agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of TPA under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of TPA without its written consent.

**2.14 Compensation/Expenses:** TPA shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. TPA shall be compensated only for work performed to the satisfaction of MCHCP. TPA shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

**2.15 Contractor Expenses:** TPA will pay and will be solely responsible for TPA's travel expenses and out-of-pocket expenses incurred in connection with providing the services. TPA will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

**2.16 Tax Payments:** TPA shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on TPA.

**2.17 Conflicts of Interest:** TPA shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, TPA shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP

### **3 MCHCP'S OBLIGATIONS**

**3.1 Administrative Services:** MCHCP shall provide the following administrative services to assist TPA

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due TPA;

**3.2 Eligibility:** MCHCP members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining member eligibility. Effective and termination dates of plan participants will be determined by MCHCP. TPA shall not regard a member as terminated until TPA receives an official termination notice from MCHCP. TPA will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. TPA shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

**3.3 Payment:** MCHCP shall promptly pay the amounts due the TPA in accordance with the fees specified in Exhibit A, Pricing Pages. The monthly TPA fees for administrative services shall be self-billed on a per subscriber per month basis and payment will be initiated by MCHCP via ACH on the tenth of the month following the month of coverage. MCHCP shall provide all

associated reports electronically. Anthem shall have the right to audit associated MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by the TPA within 90 days after receipt of the payment and such discrepancies must be submitted in writing to MCHCP. Failure to identify a discrepancy within the timeframe stated shall be considered as acceptance of MCHCP's calculations and records..

#### **4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE**

**4.1 Retention of Records:** Unless MCHCP specifies in writing a shorter period of time, TPA agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. TPA agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

**4.2 Confidentiality:** TPA will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. TPA has signed a Business Associate Agreement with MCHCP, which is attached as Exhibit C. In addition, no private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by TPA except as authorized by MCHCP, either during the period of this Contract or thereafter. TPA must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by TPA. On the termination or expiration of this Contract, TPA will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

**4.2 Audit Rights:** MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of TPA involving any and all transactions related to the performance of this Contract. TPA shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review and will choose the auditing company. MCHCP and TPA shall agree to reasonable times for TPA to make such records available for audit. Any TPA audit protocols must be explicitly set forth in this contract.

**4.3 Ownership:** All data developed or accumulated on behalf of MCHCP by TPA under this Contract shall be owned by MCHCP. TPA may not release any MCHCP data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

**4.4 Access to Records:** Upon reasonable notice, TPA must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and

adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. TPA agrees to provide the access described wherever TPA maintains such books, records, and supporting documentation. Further, TPA agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. TPA shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of TPA to the extent that the books, documents and records relate to costs or pricing data for this Contract. TPA agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. Also, TPA must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, TPA shall give full and free access to all records to MCHCP and/or their authorized representatives.

**4.5 Financial Record Audit and Retention:** TPA agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of TPA's invoices. Such documents will be maintained and retained by TPA or its subcontractors for a period of ten (7) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. TPA agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

**4.6 Response/Compliance with Audit or Inspection Findings:** TPA must take action to ensure its or its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include TPA's delivery to MCHCP, for MCHCP's approval, a corrective action plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

**4.7 Inspections:** Upon notice from MCHCP, TPA will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to TPA service locations, facilities, or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. TPA must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

## **5 Scope of Work**

**5.1 Administrative Services:** TPA understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and TPA expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. TPA shall provide administrative services and administer benefits for the members of MCHCP in accordance with the provisions and requirements of this contract on behalf of MCHCP. TPA must administer

benefits and services as determined by MCHCP and as promulgated by rule in Title 22 of the Missouri Code of State Regulations. TPA is obligated to follow the performance standards as outline in Exhibit C. The administrative services include:

- 5.1.1** TPA administrative services that include, but is not limited to, account management, claim services, member services, broad national network access for medical services (inclusive of mental health and substance abuse services), telehealth services (inclusive of primary and urgent care, mental health and substance abuse services, physical therapy, and other services that may be optimized on a telehealth platform), care management (inclusive of utilization management and case management); coordination with MCHCP business associates; reporting; banking; and web and consumer tools. Other optional services, if offered by TPA and accepted by MCHCP, may include, musculoskeletal management, medically supervised weight loss program as an adjunct to weight loss drugs or diabetes management, member incentive reward program to encourage utilization of lower cost providers, or other TPA supplemental optional services.
- 5.1.2** Subrogation and overpayment recovery services. The TPA shall not levy any applicable overpayment recovery fees for overpayments resulting from TPA errors.

**5.2 Coordination with MCHCP Business Associates:** TPA must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as identified by MCHCP. Necessary information can include, but is not limited to, the deductible and out-of-pocket accumulators, participation in care management or claims. Frequency of electronically exchanged information can be daily.

**5.3 Account Management:** TPA shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a designated account executive, a member service manager, medical director, a clinical contact, a person responsible for preparing the reports and a information technology system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

- 5.3.1** Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.
- 5.3.2** Be extremely responsive.
- 5.3.3** Be comprised of individuals with specialized knowledge of TPA's networks, functions, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, standard and banking arrangements, and relations with third parties.
- 5.3.4** Act on behalf of MCHCP in navigating through TPA's organization. The account management team must be able to effectively advance the interest of MCHCP through TPA's corporate structure.

**5.3.5** TPA agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the TPA's account management and servicing team.

**5.3.6** TPA agrees to allow MCHCP to complete an annual formal performance evaluation of the assigned account management team.

**5.4 Meetings:** TPA agrees to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members. TPA is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted. TPA must also present benchmark data by using TPA's entire book of business, a comparable client(s) to MCHCP, or some other comparable industry norm.

**5.5 Networks:** TPA must have in place a network(s) which will offer access to MCHCP members nationwide. TPA shall maintain network(s) that is sufficient in number and types of providers, including providers that specialize in mental health and substance abuse services, to assure that all services will be accessible without unreasonable delay or unreasonable travel. TPA shall comply with state and federal requirements regarding network adequacy, including but not limited to, The No Surprises Act.

**5.5.1** TPA shall annually provide, no later than January 15 of each year, a network adequacy analysis that details the sufficiency of the network as compared to the standards set forth in 20 CSR 400-7.095 Provider Network Adequacy Standards. If TPA utilizes more than one network, such analysis shall be prepared for each network it utilizes in fulfillment of the requirements herein. For any deficiencies identified as part of the analysis, TPA shall provide a plan for how members will access services in deficient access areas and a plan for bringing network adequacy into compliance.

**5.5.2** TPA shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the networks to meet the health care needs of the enrolled members within reasonable geography and reasonable time. In January and July of each year, the TPA shall provide a network adequacy analysis including geographic access report to MCHCP. In addition to looking at the needs from an overall member population standpoint, TPA shall ensure the networks are able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency, and low health literacy. TPA shall notify MCHCP within five business days if the networks' geographic access changes from what was proposed by TPA.



- 5.5.3** TPA shall require that network providers be responsible for obtaining all necessary pre-certifications and prior authorizations and holding the member harmless for failure to obtain necessary authorizations.
- 5.5.4** TPA shall notify MCHCP of alternative provider arrangements that it has in place, (including but not limited to, accountable care organization, primary care case management, patient-centered medical home, or other value-based payment arrangement not specifically mentioned) that provide providers a risk-based payment arrangement whether upside, downside or both in recognition of achievement of specified benchmarks or goals. For each alternative provider arrangement, TPA shall annually report on the locations of each arrangement, the number of MCHCP members potentially impacted, the financial arrangement in such detail as to provide MCHCP with an understanding of its potential financial obligation as a self-insured plan and how each is monitored for effectiveness from both quality and financial aspects. TPA shall notify MCHCP of all alternative provider arrangements that it has in place by January 15 of each year.
- 5.5.5** TPA shall obtain discounts and other reductions, including through secondary networks as much as is possible for non-network claims.
- 5.5.6** Provider network management strategies shall include areas of focus on ensuring provider directory data is up-to-date and accurate. TPA shall remove terminated providers from the directory at the time of termination of contract or when a provider is no longer providing direct patient care. TPA shall provide a quarterly review of the accuracy of the provider directory. If MCHCP discovers that provider information contained at TPA's website is inaccurate, MCHCP will contact TPA immediately. TPA must correct inaccuracies within ten (10) days of being notified by MCHCP.
- 5.5.7** In alignment with the No Surprises Act, TPA shall require providers and health care facilities to promptly refund enrollees amounts paid in excess of network cost-sharing amounts with interest, if the enrollee inadvertently received non-network care due to inaccurate provider directory information or the provider billed the enrollee for an amount in excess of network cost-sharing amounts and the enrollee paid the bill.

**5.6 Direct Provider Arrangements:** TPA shall have the ability to provide administrative services to support network or provider arrangements that MCHCP have directly contracted for outside the arrangement offered by TPA. Such administrative support may include, but not be limited to, claims processing in accordance with the underlying plan design, utilization management, and appeals processing.

**5.7 Written Notification of Provider Leaving Network:** TPA shall provide written notice to affected members when providers leave the network

- 5.7.1 For facility terminations or non-renewals, TPA must notify all subscribers residing within a 40-mile radius of the facility at least 31 days prior to the termination or non-renewal or as soon as possible after non-renewal.
- 5.7.2 For non-facility provider terminations or non-renewals, TPA must notify all members who received care from the provider within the last 90 days and from primary care providers within the last 365 days.
- 5.7.3 TPA shall provide continuation of care in accordance with The No Surprises Act, RSMo Chapter 354.612 and MCHCP regulations. MCHCP reserves the right to expand continuation of care beyond regulatory requirements.

**5.8 Member Service:** TPA must provide a high quality and experienced member service department. TPA's member service representatives (MSRs) must be fully trained in the MCHCP benefits, plan designs and other options..

- 5.8.1 TPA shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified MSRs. At a minimum, member service must be available between the hours of 8:00 a.m. and 8:00 p.m. central time (CT), Monday through Friday except for designated holidays.
- 5.8.2 Member calls to TPA must be recorded and retained for a minimum of five (5) years. If prior to the recording being purged, TPA is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.
- 5.8.3 The member services department shall include access to member advocates who are trained to meet member health care and benefit needs. The member advocate must be trained to be proactive and work with members to improve their health, their understanding and usage of benefits and how to find and get care. Examples of advocacy, include but is not limited to helping members find health care providers and schedule appointments, resolve claims and benefit issues, navigating choices for care, access personalized care and services to meet specific needs, and to connect to care teams for chronic and complex conditions.
- 5.8.4 TPA shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

**5.9 Identification Cards:** TPA is responsible for developing, printing and mailing identification cards directly to the member's home. TPA is responsible for all associated production and mailing costs.

**5.10 Preventive Care Initiative:** TPA shall provide a quality of care Initiative focused on preventive care each year. The initiative must include a minimum quarterly communication created and mailed to members. Selection of topics, content, timing, distribution method and draft language will be developed in coordination with MCHCP.

**5.11 Communications:** MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by TPA to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as provider directories and plan-wide newsletters as long as they do not contain

MCHCP specific information such as eligibility, enrollment, benefits, or rates which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits TPA from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

**5.12 Tools:** TPA shall have a variety of tools and information sources for MCHCP members. This may include, but is not limited to, the following:

- 5.12.1** New member information;
- 5.12.2** Health price transparency tools that shall utilize network provider rate information and are at a provider level detail as well as in summary;
- 5.12.3** Member ability to view claim status;
- 5.12.4** Member information to track deductible, coinsurance and out-of-pocket maximum status;
- 5.12.5** Explanation of benefits; and
- 5.12.6** Ability to query and download up to twenty-four (24) months of claims data

**5.13 Website:** TPA must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers, print ID card, review benefits and plan design, review explanation of benefits, check status of deductibles, maximums or limits, research specific medical conditions, access to price transparency tools in compliance with regulatory requirements, obtain a history of medical claims, map provider locations and other information.

- 5.13.1** TPA shall implement a Single Sign-On (SSO) solution, enabling seamless access to all websites and online applications via MCHCP's secure member portal and, if applicable, MCHCP's member app. The SSO solution must be compatible with prevalent protocols, including but not limited to, SAML2, OpenID and OAuth2, and must comply with recognized security standards. The SSO solution is anticipated to be fully functional and operational by Jan. 1, 2025. Testing shall be conducted and completed by Dec. 1, 2024.

**5.14 Implementation:** A final implementation schedule must be agreed to by MCHCP and TPA within 30 days of contract award. In addition, a final implementation schedule must be agreed to by MCHCP and TPA within 30 days of the Board of Trustee approval of each upcoming plan year benefits and plan designs. TPA shall implement any eligibility, plan design and benefit changes as directed by MCHCP. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule. At a minimum, the schedule must include the following activities as necessary:

- 5.14.1** Testing of eligibility and other files to and from MCHCP, and/or its business associates;

- 5.14.2 Acceptable date for final eligibility and other files to and from MCHCP and any business associates;
- 5.14.3 ID card production and distribution;
- 5.14.4 Finalization of benefits, plan designs, and other key elements;
- 5.14.5 Testing of appropriate files to and from MCHCP business associate(s), if necessary; and
- 5.14.6 Testing of claim file to data warehouse vendor.

**5.15 Readiness Review:** At least forty-five (45) days prior to the January 1, 2025 effective date, MCHCP will have a readiness review/pre-implementation audit of TPA, including an on-site review of the TPA's facilities if MCHCP deems it necessary. TPA shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure TPA's operational readiness. MCHCP or its designee will provide TPA with a summary of findings as well as areas requiring corrective action. TPA is responsible for all costs associated with this review/audit/corrective action, including travel expenses of the MCHCP review team or its designee.

**5.16 Eligibility Files:** TPA shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply specific record set information in an electronic format and TPA must process such information within 24 hours of receipt. TPA must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues. It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

- 5.16.1 TPA will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.
- 5.16.2 MCHCP will provide a recommended data mapping for the 834 transaction set.
- 5.16.3 Within two business days after processing any eligibility related file, TPA will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions TPA audits will be provided to ensure the data MCHCP is sending will pass TPA's audit tests.
- 5.16.4 TPA shall provide access to view data on its system via a web-based "Employer Portal" to ensure MCHCP provided eligibility files are correctly updating TPA's system, and for MCHCP member support to verify individual specific information on demand.
- 5.16.5 TPA shall supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

- 5.16.6** TPA shall provide MCHCP with a monthly file (“eligibility audit file”) in a mutually agreed upon format of TPA’s eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit TPA’s records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.
- 5.16.7** The required method for all file transfers is Secure FTP. No PGP is required but can be implemented upon request. MCHCP will provide an account for TPA transfers at ftp.mchcp.org.
- 5.16.8** TPA must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that TPA accept and run an initial test record set no later than October 15, 2024. Results of the test must be provided to MCHCP by October 30, 2024. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2024.
- 5.16.9** TPA and all its subcontractors shall use strong encryption methods that adhere to recognized security standards, such as AES-256, RSA, or ECC, for all data in transit and at rest, including File Transfer Protocol or other use of the Internet.

**5.17 Appeals:** TPA shall have a timely and organized system for resolving members’ appeals in compliance with state and federal regulations, as amended. The system shall include, but not be limited to, two (2) levels of internal appeals, adverse benefit notices that shall be compliant with federal regulations and issued within regulatory timeframes. TPA shall agree that MCHCP shall have the ability to review and approve all adverse benefit notice templates prior to their use. TPA shall fully cooperate with the external appeal contractor (currently MAXIMUS Federal Services). Should an appeal result from an error or omission by TPA, such as quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid or denied inappropriately, then TPA shall be responsible for sixty percent (60%) of the paid amount of the claims directly involved in or affected by such appeal. TPA shall have a designated contact person or persons to be available including after normal business hours to gather information necessary for external appeals including expedited appeals where information must be made available within the time specified by the external appeal contractor.

**5.18 Clinical Management:** TPA shall integrate and coordinate utilization management, case management, discharge planning, quality management and medical policy and technology assessment in order to utilize health care resources and achieve optimum patient outcome in the most cost-effective manner.

- 5.18.1** TPA shall prospectively and concurrently review the medical necessity, appropriate level of care and length of stay for scheduled hospital admissions, emergency hospital admissions, medical, surgical, mental health and other health care services.

- 5.18.2** TPA shall use documented clinical review criteria that are based on sound clinical evidence and are evaluated periodically to assure ongoing efficacy. TPA may develop its own clinical review criteria, or may purchase or license clinical review criteria from qualified vendors. TPA shall make available its clinical review criteria upon request. TPA is encouraged to publish its clinical review criteria on its website for full transparency.
- 5.18.3** TPA shall provide physician-to-physician communication. A licensed, clinical peer of the same medical specialty shall evaluate the clinical appropriateness of adverse determinations.
- 5.18.4** TPA shall obtain all information required to make a utilization review decision, including pertinent clinical information. TPA shall have a process to ensure that utilization reviewers apply clinical review criteria consistently.
- 5.18.5** Utilization management services will be conducted by licensed registered nurses and TPA shall have available for review on a daily basis board-certified specialists representing all appropriate specialties. The utilization management staff must consult with appropriate specialists and sub-specialists in conducting utilization review of hospital, physician, mental health services, and other outpatient services. All adverse determinations shall be evaluated by a board-certified clinical peer prior to issuance of the denial.
- 5.18.6** TPA's prior authorization process shall have a goal to reduce the administrative burden on health care professionals and their staff and include a gold care program for providers to qualify to further recognize providers who routinely request approval of services with a high approval rate. The gold card program shall include a prospective review process for providers to annually qualify for continued status. TPA shall educate providers on the prior authorization requirements including, but not limited to, the services needing a prior authorization, documentation requirements, attestation requirements, and peer-to-peer review procedures.
- 5.18.7** TPA's prior authorization process shall include means to involve patients in the process so that their voices are also captured as part of the approval process and decisions and appeal rights are communicated timely and without delay.
- 5.18.8** TPA shall annually provide a report of all services requiring prior authorization and the justification for including the services on the list with an estimated financial impact for inclusion and any adverse impacts for including the service on the prior authorization list. TPA shall allow MCHCP to remove specific services from prior authorization requirements or to modify the terms under which a service is placed on a prior authorization list.

- 5.18.9** TPA shall provide a toll-free telephone number and adequate lines for plan members and providers to access the utilization management program.
- 5.18.10** TPA shall identify case management opportunities and provide case management services for members with specific health care needs which will assist patients and providers in the coordination of services across the continuum of health care services, optimizing health care outcomes and quality, while minimizing cost.
- 5.18.11** TPA shall have a mechanism to proactively identify and target for intensified case management those cases having the potential to incur large expenditures. The large case management program shall identify potential large cases before expenses mount; mobilize local health care resources to meet the patient's long-term care needs; and coordinate the individual health needs of patients through multiple levels of care and transition the patient through appropriate levels of care as recovery milestones are met.
- 5.18.12** TPA shall provide case managers who will be experienced, professional registered nurses, licensed clinical social workers, and counselors who work with patients and providers to coordinate all services deemed necessary to provide the patient with a plan of medically necessary and appropriate health care.
- 5.18.13** TPA shall provide an intervention program for frequent users of emergency room services. The program must include, at a minimum, the following elements:
- 5.18.13.1** Monthly identification of members with five (5) or more emergency room visits in a 12-month rolling period including the date, location and diagnoses of the emergency room visits and whether any of the visits resulted in an inpatient admission;
  - 5.18.13.2** Coordinate with MCHCP's pharmacy benefit manager (PBM) to obtain relevant pharmacy claims;
  - 5.18.13.3** Perform a review of member claims to determine the appropriateness of the emergency room visits and whether the member would benefit from case management services;
  - 5.18.13.4** A physician reviewer shall review any case initially determined not to benefit from case management services for a final determination;
  - 5.18.13.5** Once identified for case management, member outreach efforts must include, at a minimum, one (1) introductory letter, two (2) outbound phone calls and one (1) unable to contact letter;
  - 5.18.13.6** Once the member accepts case management, the case manager shall perform an initial assessment and review the member's history and

concerns and provide a plan of care and provide ongoing case management services as necessary;

**5.18.13.7** TPA shall provide quarterly reports to MCHCP which include the number of members meeting criteria, number of members engaged in the program and the outcome of the frequent emergency room user member's engagement.

**5.18.13.8** TPA shall coordinate with the MCHCP's PBM and provide necessary case management services as part of MCHCP's Pharmacy Lock-In Program.

**5.19 Claim Payments Processing:** TPA shall process all claims with incurred dates of service beginning with the contract effective date through December 31, 2025, and each subsequent year of this agreement in accordance with MCHCP regulations. TPA shall provide a dedicated, experienced claims processing team that will be permanently assigned to the MCHCP account.

- 5.19.1** TPA shall process claims utilizing the contracted discount arrangements negotiated with participating providers.
- 5.19.2** TPA shall process claims from non-network providers utilizing secondary network discounts where available. Where secondary network discounts are not available, TPA shall negotiate with the provider when the claim amount is over an established dollar threshold and, if no agreement reached, follow the established method as set forth in MCHCP regulations.
- 5.19.3** Any associated TPA fees for non-network fees shall be in accordance with the RFP and any calculations to arrive at the associated fees shall be disclosed to MCHCP in detail.
- 5.19.4** TPA shall, at a minimum, auto-adjudicate seventy-five percent (75%) of claims.
- 5.19.5** TPA shall pay 90% of all clean claims within times frames specified in Chapter 376.383 of the Revised Statutes of Missouri (see Exhibit C, Performance Guarantees for definition and penalty).
- 5.19.6** "Clean claim" shall have the same meaning as specified in Chapter 376.383 of the Revised Statutes of Missouri.
- 5.19.7** TPA shall maintain 97% payment accuracy in regard to their claims processing (see Exhibit C for definition and penalty).
- 5.19.8** TPA shall maintain 99% financial accuracy in regard to their claims processing (see Exhibit C, for definition and penalty).
- 5.19.9** If any payment result from an error or omission by TPA, such as benefit not programmed correctly, quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid inappropriately, then TPA shall be responsible for sixty percent (60%)



of the paid amount of the claims directly involved in or affected by such error.

- 5.19.10** TPA shall have an automated process for tracking and resolving incomplete or pended claims. TPA shall proactively attempt to resolve issues with claims requiring additional information for proper adjudication, including member eligibility, referral, authorization, coordination of benefits, or workers' compensation information.
- 5.19.11** TPA shall have the capability to process both electronic and paper claims and provide a controlled process to provide electronic and manual payments and explanation of benefits (EOBs). Clear processes must be in place to handle payment reconciliation and correction accounting.
- 5.19.12** Overpayments made by TPA to providers shall be electronically adjudicated against future payments to same provider to ensure timely repayment to MCHCP. TPA shall notify the provider of the overpayment amount and that the overpayment will be offset against future payments until paid in full or the provider must remit the overpayment amount to TPA for the full amount should the provider not have sufficient future payments to refund the overpayment within ninety (90) days. If the provider fails to refund the entire amount after ninety (90) days, TPA shall continue to bill the provider for the amount owed and offset against future payments until the amount is paid in full. Overpayment recovery service collections that were not collected by an offset of a provider payment shall be remitted to MCHCP within thirty (30) days of receipt. TPA shall provide MCHCP supporting documentation of the overpayment amounts and associated collections whether by offset or by provider remittance. TPA shall not levy any applicable overpayment recovery fees for overpayments resulting from TPA payment errors.
- 5.19.13** TPA's claim system must have processes and edits in place to identify improper provider billing. This includes, but is not limited to, upcoding, unbundling of services, "diagnosis creep", and duplicate bill submissions.
- 5.19.14** TPA shall agree that if a claims payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by TPA that transition will be without significant issues. This may include requiring TPA to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.
- 5.19.15** All penalties assessed by law for failure to timely pay claims will be borne by TPA.
- 5.19.16** TPA shall coordinate benefits in accordance with MCHCP regulations.

**5.19.17** After the contract terminates, TPA is required to continue processing run-out claims for two years at no additional cost to MCHCP. Following the run-out period, TPA must turn over to MCHCP any pending items such as outstanding claim issues, uncashed checks and other pending items.

**5.20** Payment of Claims: TPA shall notify MCHCP of the amount due to TPA as a result of claims processing and by TPA's account to the weekly billing cycle. TPA shall provide an electronic invoice denoting the invoice date and due date for payment. The due date for payment shall correspond to the date the payment will be withdrawn from MCHCP's bank account. The invoice shall include the following elements:

**5.20.1** Medical Claims. Medical claims shall be separately totaled by Active claims and Retiree claims and denote the time frame of the invoice period.

**5.20.2** Fee. Each fee included in the invoice must be separately totaled by Active claims and Retiree claims and further separated by the type of fees within each grouping.

**5.20.3** Grand Total. The invoice shall provide the total of claims and a total of fees with a grand total of amount due for the submitted invoice.

**5.21** Payment Initiation: TPA shall initiate an ACH demand debit transaction that will withdraw the amount due based on the submitted invoice from a designated MCHCP bank account no later than the next business day following the invoice due date. If the invoice due date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day. TPA shall pay providers no later than one banking day from receipt of MCHCP funds to prevent nesting of funds.

**5.22 Payment Innovation Programs.** TPA's contracts with some network providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with the TPA's other policies or initiatives, or other clinical integration or practice transformation standards. In January of each year, TPA shall provide a report to MCHCP that details the providers under such arrangements, the type of arrangement and the estimated amount that may be due per provider under each arrangement, and when each payment shall be made, if earned. MCHCP will be given an exhibit that will provide the current method of attribution. MCHCP and TPA shall agree to the reimbursement methodology to fund these payments due the network providers based upon these contractual arrangements. MCHCP shall have the right to audit such determinations and payments as outlined in Section 4 of the contract.

**5.23 Direct Agreements:** Should MCHCP have a direct agreement with an accountable care organization or other direct provider or network arrangement, TPA shall process claims and provide other necessary supportive services included in this contract and in accordance with such agreement.

**5.24 Rebates:** TPA shall pass through 100 percent of rebates earned as a result of members' claims. Rebate(s) mean all drug company revenues associated with other pharmaceutical manufacturer or third-party payments, including, but not limited to, base, formulary, incentive and market share rebates, payments related to administrative fees, data fees, aggregate

utilization rebates (e.g., “book of business”), purchase discounts, payments due to inflation caps or other performance arrangements, educational payments, information sales, specialty rebates and all other revenues from pharmaceutical manufacturers or other third parties.

**5.25 Subrogation Services:** TPA shall identify and pursue subrogation claims on behalf of MCHCP. Subrogation results whenever there is a Third Party who is liable or responsible (legally or voluntarily) to make payments in relation to an accident, illness, or injury. Subrogation seeks to recover any amount paid or payable by a Third Party through a settlement, judgment, mediation, arbitration, or other means in connection with an illness, injury, or other medical condition. TPA shall have authority to settle claims in the amount of \$25,000 or less for less than one hundred percent. Claims above \$25,000 must have MCHCP approval prior to settlement. Subrogation recoveries shall be remitted to MCHCP not more than (60) days of collection.

**5.26 Performance Standards:** Performance standards are outlined on Exhibit C. TPA shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. TPA shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. TPA is required to utilize MCHCP’s vendor manager product that allows the TPA to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

**5.27 Optional Administrative Services:** For those optional administrative services TPA proposed to MCHCP as part of the RFP process and including in supplemental pricing, MCHCP will evaluate each proposed service individually and make an annual determination to elect such service according to the specifications provided as part of the RFP. Once elected, TPA and MCHCP shall negotiate any necessary final programmatic details to successfully implement the chosen optional administrative service and amend the contract to include such services.

**5.28 Minority/Woman Owned Business:** <<Any requirements offered in the RFP on this will be added upon acceptance of bid>>

## **6 REPORTING**

**6.1 Reporting Requirements:** TPA agrees that all data required by MCHCP shall be confidential and will not be public information. TPA further agrees not to disclose this or similar information to any competing company, either directly or indirectly. MCHCP reserves the right to retain a third party contractor to receive claims-level data from TPA and store the data on MCHCP’s behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. TPA agrees to cooperate with MCHCP’s designated third party contractor, if applicable, in the fulfillment of TPA’s duties under this contract, including the provision of data as specified without constraint on its use.

**6.2 Claims Data Reporting:** TPA shall provide claims, person-level utilization data to MCHCP and/or MCHCP’s data vendor in a format specified by MCHCP with the understanding that the data

shall be owned by MCHCP. TPA shall provide data in an electronic form and within a time frame specified by MCHCP. TPA shall place no restraints on use of the data provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements. This obligation continues for a period of two (2) years following contract termination at no additional cost to MCHCP.

- 6.3 Telephone Reports:** TPA shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.
- 6.4 High Utilization:** TPA shall provide a monthly report of cases that have the potential to incur large expenditures (over \$50,000). The report shall include the patient's name, diagnosis, prognosis, a brief clinical summary and the amount paid to date. The report is due monthly and is to be provided no later than the 15<sup>th</sup> of each month.
- 6.5 Standard Reports:** TPA shall provide their standard reporting package on a timely basis. (specifics as to reporting package bid will be added after award)
- 6.6** At the request of MCHCP and at TPA's expense, TPA agrees to participate in an annual customer satisfaction survey, such as the current version of the National Committee for Quality Assurance (NCQA) Consumer Assessment of Health Plan Survey (CAHPS) or a similar survey tool identified by MCHCP, using the established guidelines. A third party must conduct any such survey.
- 6.7 Annual Reporting:** TPA shall provide an annual report, at their expense, which details how MCHCP performs on HEDIS<sup>®</sup> measures as developed and maintained by the NCQA for each year. At a minimum, the items to be reported must include measures in the following domains of care: Effectiveness of Care, Access/Availability of Care, Utilization, Risk Adjusted Utilization, and Measures Collected Using Electronic Clinical Data Systems. The annual report shall define the measures and compare the MCHCP rate against the HEDIS<sup>®</sup> book of business rate and the national benchmark rate. The report shall be provided no later than July 15 of each year for the prior year's data.
- 6.8 Ad Hoc Reporting:** At the request of MCHCP, TPA shall submit additional ad hoc reports on information and data readily available to TPA. Fair and equitable compensation will be negotiated with TPA.
- 6.9 Acceptance of Reports:** MCHCP will determine the acceptability of all claim files and reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, TPA will receive written notice to this effect and the applicable liquidated damages, as defined in Exhibit C, will be assessed.
- 6.10 Consultation on Legislation:** TPA shall consult on federal and state legislation, judicial rulings and other changes in rules or statutes that may affect MCHCP as needed and provide potential impact including fiscal impact to MCHCP upon request. TPA must respond within the timeframe specified as requested.

## **7 CANCELLATION, TERMINATION OR EXPIRATION**

- 7.1 MCHCP's rights Upon Termination or Expiration of Contract:** If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require TPA to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination. TPA shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 7.2 Termination for Cause:** MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) TPA fails to make delivery of goods or services as specified in this Contract; 2) TPA fails to satisfactorily perform the work specified in this Contract; 3) TPA fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) TPA breaches any provision of this Contract; 5) TPA assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of TPA. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, TPA shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. TPA shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.
- 7.3 Termination Right:** Notwithstanding any other provisions, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days' notice, without penalty.
- 7.4 Termination by Mutual Agreement:** The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.
- 7.5 Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 7.6 Rights and Remedies:** If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require TPA to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, TPA shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights

and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

SAMPLE

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

**Missouri Consolidated Health Care Plan**

**TPA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director

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

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

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

SAMPLE

**Exhibit A-11**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and TPA. (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the MCHCP’s 2024 Health Plan (“RFP”) and under Contract #25-010125-TPA, as renewed and amended, (hereinafter the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), and the HIPAA Rules, as defined in Section 2.1 below.

**1 Purpose.**

The Contract is for third party administrative services for MCHCP’s self-funded employee benefit plans for State and Public Entity members.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by TPA for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

**2 Definitions.**

2.1 For purposes of this Agreement:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to this Agreement, shall mean TPA.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to this Agreement, shall mean MCHCP.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Parts 160 and 164, as amended.

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information (“ePHI”); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected health information (“PHI”); required by law;



Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

- 2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.
- 2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

### 3 **Obligations and Activities of Business Associate.**

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

In addition to the forgoing, and in accordance with the Contract, Business Associate agrees it will not permit any subcontractor, or use any off-shore entity, to perform services under the Contract, including creation, use, storage, or transmission of PHI at any location(s) outside of the United States.

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. For purposes of the security incident reporting requirement, the term “security incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing ePHI maintained or transmitted by Business Associate.

- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.
- 3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:
- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, [Jennifer.Stilabower@mchcp.org](mailto:Jennifer.Stilabower@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101
  - MCHCP's Security Officer → currently, Brad Kifer, (573) 526-2858, [Brad.kifer@mchcp.org](mailto:Brad.kifer@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101

If, and only if, Business Associate receives an email or voicemail response indicating neither of the intended MCHCP recipients are available and no designee(s) confirm receipt within eight (8) business hours on behalf of one or both of the above-named MCHCP Officers, Business Associate shall forward the written notice to their primary MCHCP contact with copies to the Privacy and Security Officers for documentation purposes.

- 3.4.3 The notice shall include to the fullest extent possible:
- a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
  - b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
  - c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;
  - d) a description of all types of PHI known or potentially believed to be involved or affected;
  - e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;
  - f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;
  - g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);

- h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;
- i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and
- j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

3.4.4 Business Associate agrees to cooperate with MCHCP during the course of Business Associate's investigation and risk assessment and to promptly and regularly update MCHCP in writing as supplemental information becomes available relating to any of the items addressed in the notice.

3.4.5 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP; and to take any additional steps MCHCP reasonably deems necessary or advisable to comply with MCHCP's obligations as a covered entity under the HIPAA Rules.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI, unless Business Associate is able to demonstrate otherwise in accordance with § 164.402(2), in which case, Business Associate agrees to fully document its assessment and all factors considered and provide MCHCP no later than ten (10) calendar days following Business Associate's discovery with its complete written risk assessment, conclusion reached, and all documentation supporting a conclusion that the unauthorized acquisition, access, use, or disclosure of PHI presents a low probability that PHI has been compromised.

3.4.7 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4

3.4.8 Business Associate agrees to bear all reasonable and actual costs associated with any notifications, publications, or public reports relating to breaches by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors, as MCHCP deems necessary or advisable.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to

covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

- 3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:
- 3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.
- 3.6.2 If Business Associate receives a request for PHI in a designated record set directly from an individual current or former MCHCP member, Business Associate will require that the request be made in writing and will also promptly notify MCHCP that a request has been made verbally. If the individual submits a written request for PHI in a designated record set directly to Business Associate, no later than five (5) business days thereafter, Business Associate shall provide MCHCP with: (i) a copy of the individual's request to MCHCP for purposes of determining an appropriate response to the request; (ii) the designated record sets in Business Associate's custody or control that are subject to access by the requesting individual(s) requested in the form and format requested by the individual if it is readily producible in such form and format, or if not, in a readable hard copy form; and (iii) the titles of the persons or offices responsible for receiving and processing requests for access by individual(s). MCHCP will direct Business Associate in writing within five (5) business days following receipt of the information described in (i), (ii), and (iii) of this subsection 3.6.2 whether Business Associate should send the requested designated data set directly to the individual or whether MCHCP will forward the information received from Business Associate as part of a coordinated response or if for any reason MCHCP deems the response should be sent from MCHCP or another Business Associate acting on behalf of MCHCP. If Business Associate is directed by MCHCP to respond directly to the individual, Business Associate agrees to provide the designated record set requested in the form and format requested by the individual if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. Business Associate will provide MCHCP's Privacy Officer with a copy of all responses sent to individuals pursuant to § 164.524 and the directives set forth in this subsection 3.6.2 for MCHCP's compliance and documentation purposes.
- 3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

- 3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.
- 3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7) business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.
- 3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.
- 3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.
- 3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.
- 3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.
- 3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

#### 4 Permitted Uses and Disclosures of PHI by Business Associate.

4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the Contract. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.1.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate.

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.3.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who need access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

4.3.2 For any type of authorized disclosure of PHI that Business Associate makes on a routine basis to third parties, Business Associate shall implement procedures that limit the PHI disclosed to the amount minimally necessary to achieve the purpose of the disclosure. For all other authorized but non-routine disclosures, Business Associate shall develop and follow criteria for reviewing requests and limiting disclosures to the information minimally necessary to accomplish the purposes for which disclosure is sought.

4.3.3 Business Associate may rely, if such reliance is reasonable under the circumstances, on a requested disclosure as the minimum necessary for the stated purpose if and when:

- a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or
- b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

4.3.4 Minimum necessary does not apply to: uses or disclosures made to the individual; uses or disclosures made pursuant to a HIPAA-compliant authorization; disclosures made to the Secretary in accordance with the HIPAA Rules: disclosures specifically permitted or required under, and made in accordance with, the HIPAA Rules.

## 5 **Obligations of MCHCP.**

- 5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.
- 5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

## 6 Term and Termination, Expiration, or Cancellation.

- 6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.
- 6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate: (i) refrains from any further use or disclosure of the PHI; (ii) continues to safeguard the PHI thereafter in accordance with the terms of this Agreement; (iii) does not attempt to de-identify the PHI without MCHCP's prior written consent; and (iv) within seven (7) days following full compliance of the requirements of this subsection, provides MCHCP written notice describing all PHI maintained by Business Associate and certification by an authorized representative of Business Associate of its agreement to fully comply with the provisions of this paragraph.

- 6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

## 7 Miscellaneous.



- 7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.
- 7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.
- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.
- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

**Missouri Consolidated Health Care Plan**

**Printing Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director

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

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

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