

REQUEST FOR PROPOSAL

For

ACA Reporting and Services

Due Date: Friday, June 2, 2017

1:00 p.m. Central Time

PROPOSAL SIGNATURE PAGE

PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY
TIME: 1:00 P.M. Central Time DATE: June 2, 2017

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED FOR AWARD

For information, please email: rfp@mchcp.org
or visit our RFP website at http://www.mchcp.org/biddingOpportunities/index.asp

This document constitutes a request for sealed proposals, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals can be emailed to rfp@mchcp.org or mailed to Attn: Bruce R. Lowe, Missouri Consolidated Health Care Plan, 832 Weathered Rock Court, P.O. Box 104355, Jefferson City, Missouri 65110, (UPS, Federal Express, etc. use ZIP code 65101). Proposals must be clearly marked "ACA Reporting and Services – FILING DATE June 2, 2017. It is the bidder's responsibility to ensure that the bid is delivered by the deadline.

CONTRACT PERIOD: The initial period of this agreement shall be for a minimum of one year (FY2018) with MCHCP's sole right to renew for four (4) additional one-year periods. A fixed pricing arrangement for FY2018 is required with guaranteed not-to-exceed prices for FY2019 – FY2022. The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 (FY2019-FY2022) will not exceed the pricing arrangement provided by the contractor as submitted on Exhibit A. Prices will be subject to best and final offer, which may result from subsequent negotiation.

The bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The bidder must provide an original of their proposal. The original Request for Proposal and all amendments are required to be signed and returned with the bidder's proposal and the bidder must provide originals of all signature pages and Exhibits A, B and D.

Note that return of the signed form from the last amendment, if any, of the subject RFP shall constitute acceptance by the bidder of all terms and conditions of the original RFP plus all RFP amendments. The bidder is advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto.

Bidder's Signature:_____

Bidder's Printed Name:_____

Title

Bidder's Email Address:_____

Company Name:_____

Mailing Address:_____

_____

City State ZIP Code

Telephone: (___)_____ Social Security or Federal Tax No:_____

SECTION A
GENERAL INTRODUCTION

A1. GENERAL INFORMATION

A1.1 Missouri Consolidated Health Care Plan, is requesting proposals (RFP) for services to assist MCHCP with fulfilling its obligation of reporting under the Affordable Care Act (ACA), to include completion of Form 1094-B for Minimum Essential Coverage (MEC) (6055) & Form 1095-B for Employer Shared Responsibility (ESR) (6056), and the completion of required employee mailings and electronic filings to the Internal Revenue Service (IRS).

Please review the Request for Proposal (RFP) carefully. Submit questions regarding any information presented in this RFP by email to RFP@mchcp.org. Questions are due by May 19, 2017, and MCHCP will post written responses on its website by May 23, 2017. For clarity, cite the section and page number to which the questions pertain. Copies of this RFP can be obtained from MCHCP's website, http://www.mchcp.org/biddingOpportunities/index.asp.

A1.2 Schedule of Events

• RFP Release Date	May 5, 2017
• Questions due from potential bidders	May 19, 2017
• MCHCP response to bidder's questions posted on web site	May 23, 2017
• Proposals due to MCHCP (1:00 p.m. CT)	June 2, 2017
• Contract award	mid-June, 2017
• Effective date of contract	July 1, 2017

A1.3 This document constitutes a request for sealed proposals from qualified organizations to provide ACA Reporting and Services solution to MCHCP. Specific requirements are included in Section B of the RFP.

A1.4 This document is divided into the parts described below:

- Section A - General Introduction
- Section B - Scope of Work
- Section C - General Contractual Requirements
- Section D - Proposal Submission Information
- Section E - Questionnaire
- Section F - Exhibits and Attachments

A1.5 MCHCP desires to contract per the attached specifications. All bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated, and returned with the bidder's proposal. Other proposal submission requirements are stated throughout this document. There will be no public openings of submitted RFPs and proposals will remain confidential until such time as designated by the MCHCP Board of Trustees or its designee.

A1.6 All questions regarding technical specifications, bid process, etc. must be emailed to rfp@mchcp.org. Bidders or their representatives may not contact other employees or any member of the MCHCP Board of Trustees concerning this procurement while the bid and evaluation are in process. Any such contact may result in the immediate disqualification of the bidder from further consideration.

A2. MINIMUM BIDDER REQUIREMENTS

The bidding company must:

A2.1 Be licensed to do business as appropriate and be in good standing with the Missouri Secretary of State and in compliance with all federal laws. Finalists may be required to provide proof of good standing.

A2.2 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 loss, damage or expense under this engagement. Finalists are required to provide evidence of such coverage.

A2.3 Have at least three (3) years of experience providing the services described in this RFP.

A2.4 Provide toll-free technical support at no additional cost to MCHCP. The minimum hours of technical support shall be 8:00 CT – 5:00 CT each weekday, excluding federal holidays.

A2.5 Be able to provide all services under this RFP within the United States.

A3. BACKGROUND INFORMATION - GENERAL

A3.1 Chapter 103 of the Revised Statutes of Missouri governs the Missouri Consolidated Health Care Plan, which procures health benefits for most state employees, retirees, and their dependents. By statute, any eligible Missouri public entity may choose to join MCHCP. Rules and regulations governing MCHCP can be found at http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.

A3.2 The MCHCP Board of Trustees has final responsibility for the Plan.

A3.3 Any contract awarded from this RFP will become effective when signed by an authorized representative of MCHCP with services effective July 1, 2017.

A3.4 Proposals will be accepted from those qualified entities identified in Section B.

A3.5 MCHCP's volume for 1095-B reporting to the IRS was 48,131 in 2015 and 48,855 in 2016.

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 The contractor shall provide ACA Reporting and Services for Missouri Consolidated Health Care Plan (herein referred to as MCHCP) in accordance with the provisions and requirements of this document and Federal law. The contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto.

B1.2 The contractor shall complete the Form 1094-B for Minimum Essential Coverage (MEC) (6055) & Form 1095-B for Employer Shared Responsibility (ESR) (6056), and the completion of required employee mailings, including printing, and electronic filings to the Internal Revenue Service (IRS).

B1.3 Provide a solution with fully integrated implementation including, but not limited to, training, implementation, maintenance and updates in order for MCHCP to be ACA compliant for reporting 1095 B data as required by Affordable Care Act (ACA) Law and the Internal Revenue Service Code section 6055, as well as additional requirements that may be included in future ACA Reporting and Compliance mandates.

B1.4 Proposed solution must adhere to specific requirements and filing dates as outlined in ACA and IRS regulations.

B1.5 The contractor will be expected to provide a dedicated contact to assist MCHCP staff on a regular basis and in a timely manner to provide expert guidance regarding technical problems or issues that may arise.

B1.6 All provisions included in this Scope of Work are considered to be minimum requirements, and contractor must meet or exceed these stated specifications and requirements.

SECTION C
GENERAL PROVISIONS

C1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this RFP document or any amendment thereto, the definition or meaning described below shall apply.

C1.1 **Amendment** means a written, official modification to an RFP or to a contract.

C1.2 **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

C1.3 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.

C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and who enters into a contract or any subcontract of a successful bidder.

C1.6 **Exhibit** applies to forms which are included with an RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.

C1.7 **May** means that a certain feature, component, or action is permissible, but not required.

C1.8 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.

C1.9 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and returned by the bidder prior to the specified proposal filing date and time.

C1.11 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by MCHCP in its office.

C1.12 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

C1.13 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the state of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.14 **Shall** has the same meaning as the word must.

C1.15 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc, must be emailed to MCHCP as indicated on the first page of the RFP. Such communication should be received no later than the date noted in Section A.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted in Section A might not be answered.

It is the responsibility of the bidder to identify and explain any part of their response that does not conform to the requested services described in this document. Bidders must use Exhibit B for this purpose. Without documentation provided by the bidder, it is assumed by MCHCP that the bidder can provide all services as described in this document.

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded and all material terms have been finalized. An award will not be made until the contract has been signed by duly authorized representatives of the selected bidder and MCHCP.

C3. PREPARATION OF PROPOSALS

C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.

C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed such stated specifications and requirements.

C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

C4.1 The bidder agrees that from the date of the bidder's response to this RFP through the date for which a contract is awarded, the bidder shall immediately disclose to MCHCP:

C4.1.1 Any material adverse change to the financial status or condition of the bidder;

C4.1.2 Any merger, sale or other material change of ownership of the bidder;

C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and

C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 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 RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 MCHCP is a covered entity under HIPAA. Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit D) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP. The changes are accepted only upon MCHCP signing a revised BAA after contract award.

C5.3 Upon awarding of the contract, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

C5.4 Any bidder offering to provide services must sign a Contractor Certification (Exhibit C) in accordance with § 285.530, RSMo. Failure to return a signed Certification may result in the bidder's proposal being considered nonresponsive.

MANDATORY CONTRACT PROVISIONS

Bidders are expected to closely read the Mandatory Contract Provisions and provide a binding signature of intent to comply with such terms and conditions. **Rejection of these provisions may be cause for rejection of a bidder's proposal.**

A draft contract will be presented to the bidder selected by the MCHCP Board of Trustees for negotiation, minor modifications, if appropriate, and execution by both parties before the award is final and announced. The contract will include, among other things, the following Mandatory Contract Provisions.

Additionally, bidders must utilize Exhibit B to clearly identify by subsection number, any exceptions to the RFP provisions, and include an explanation as to why the bidder cannot comply with the specific provision, and a statement recommending terms and conditions the bidder would find acceptable.

MANDATORY CONTRACT PROVISIONS	Accept and Initial
C1. Term of Contract: The term of this contract is for a period of one (1) year from July 1, 2017 through June 30, 2018. This contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted price for the first fiscal year period (July 1, 2017 through June 30, 2018) is a firm, fixed price. The submitted prices for the four (4) one-year renewal periods (July 1, 2018 through June 30, 2019, July 1, 2019 through June 30, 2020, July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022) are not-to-exceed prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by June 1 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.	
C2. Contract Documents: The following documents shall be hereby incorporated by reference as if fully set forth within the contract entered into by MCHCP and the contractor: 1. Written and duly executed contract (which will be provided to bidder selected by MCHCP for minor negotiations if necessary prior to award); 2. Amendments to the executed contract; 3. The Exhibits set forth in this RFP after being duly executed by both parties; and 4. This Request for Proposal. An award shall not be made until the contract has been signed by duly appointed representative(s) of the selected bidder and MCHCP**.**	
C3. 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 thereto. 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.	
C4. Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree, and be	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
able, to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination of expiration of this Contract, Contractor 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.	
C5. Electronic Transmission Protocols: Contractor and all subcontractors shall maintain encryption standards of 2048-bit encryption for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.	
C6. 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 Contractor's or its subcontractor's employees.	
C7. 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.	
C8. Independent Contractor: Contractor 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, Contractor shall assume 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. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.	
C9. Injunctions: 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, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.	
C10. Integration: The 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. The Contract between the parties shall be independent of and have no effect on any other contracts of either party.	
C11. Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.	
C12. Modification of the 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.	
C13. Notices: 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	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
in writing and shall be made by personal 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.	
C14. Ownership: All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any 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.	
C15. Payment: Upon implementation of the undertaking of this contract and acceptance by MCHCP, the contractor shall be paid as stated in this contract.	
C16. Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor 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.	
C17. Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for any purpose which is not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.	
C18. Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the 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.	
C19. Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) day notice.	
C20. Off-shore Services: All services under this Contract shall be performed within the United States. Contractor 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 the Contractor being in breach of this Contract.	
C21. Compliance with Laws: Contractor 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 specified in the Mandatory Contract Provisions.	
C22. Non-discrimination, Sexual Harassment and Workplace Safety: Contractor agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
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.	
C23. Americans with Disabilities Act (ADA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor 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, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.	
C24. Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, which became effective March 26, 2013.	
C25. Contractor 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 Contractor's, or any associates or subcontractors of Contractor, failure to comply with paragraphs C.23, C.24, and C.25 above.	
C26. Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor 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.	
C27. Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor 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. Contractor 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. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.	
C28. 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.	
C29. Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.	
C30. Insurance and Liability: Contractor 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. Contractor 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. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.	
C31. Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.	
C32. Termination for Cause: MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. 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, Contractor 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. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.	
C33. 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 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.	
C34. Assignment: Contractor 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 Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor 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 Contractor 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 Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.	
C35. Compensation/Expenses: Contractor 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. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.	
C36. Contractor Expenses: MCHCP will not reimburse for travel expenses associated with this contract.	
C37. Conflicts of Interest: Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also an employee 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, Contractor 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.	
C38. Patent, Copyright, and Trademark Indemnity: Contractor 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. Contractor 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 the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor 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 Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor 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 Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.	
C39. Tax Payments: Contractor 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 Contractor.	

ACKNOWLEDGE AND ACCEPT

I have reviewed the Request for Proposal (RFP). I hereby acknowledge and accept all of the provisions, requirements, and conditions stated in this section of the RFP, subject to any modifications, conditions and limitations as defined in Exhibit B. I further acknowledge that rejection of the above listed mandatory contract provisions may be cause for rejection of my company's proposal.

_____ _____

Authorized Signature Date

_____

Title

SECTION D
PROPOSAL SUBMISSION INFORMATION

D1. SUBMISSION OF PROPOSALS

D1.1 A proposal submitted by an bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be emailed or sealed in an envelope, and (5) be emailed, mailed or hand-delivered (not faxed) to the office of MCHCP and officially clocked in no later than the exact filing time and date specified in the RFP.

D1.1.1 Specifically, any form containing a signature line, including any amendments and all Exhibits must be manually signed and returned as part of the proposal.

D1.1.2 The bidder must provide an original of their proposal. Responses to the questionnaire should be in a separate section of the proposal and the questions must be answered in the order in which they are presented. The bidder must also provide originals of all signature pages and Exhibits A, B and D.

D1.2 The bidder must respond to this RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

D1.3 A signed and submitted proposal assumes that the bidder agrees with all provisions of the RFP unless specifically stated otherwise. Any and all exceptions or proposed deviations by the bidder from the RFP and its requirements must be stated in Exhibit B and submitted with the proposal.

D1.4 Proposals must be valid until July 31, 2017. If a contract is awarded, FY2018 prices shall remain firm.

D1.5 The email or sealed envelope containing a proposal should be clearly marked "**Attn: Bruce R. Lowe – 2017 ACA Reporting and Services RFP – Filing Date June 2, 2017**."

D1.6 A proposal may only be modified or withdrawn by signed, written notice, which has been received by MCHCP prior to the official filing date and time specified. A proposal may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official filing date and time.

D1.7 Bidders must sign and return the RFP signature page or, if applicable, the signature page of the last amendment thereto, in order to constitute acceptance by the bidder of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

D1.8 All responses to this RFP and amendments to this RFP, including "no bid" responses and requests to modify a proposal, must be delivered to the office of MCHCP in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone or email is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by MCHCP prior to the official filing date and time specified.

D2. CLARIFICATION OF REQUIREMENTS

D2.1 It is assumed that bidders have read the entire RFP prior to the submission of a signed proposal and submission of a signed proposal indicates that the bidder will meet all requirements stated herein.

D2.2 Unless otherwise noted, any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and directed by email to rfp@mchcp.org no later than the deadline as indicated on the first page of this RFP. There will be no bidder's conference.

D2.3 The bidder is advised that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP and any amendments or clarifications thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

D3. EVALUATION PROCESS

D3.1 Any clerical error, apparent on its face, may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

D3.2 Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder's proposal shall not be considered by MCHCP.

D3.3 To be eligible to receive an award, the bidder must comply with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and, based upon that evaluation, to reject all offers.

D3.4 MCHCP reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

D3.5 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by MCHCP. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria:

D3.5.1 Pricing.....	40 points
D3.5.2 Experience, Expertise and Reliability.....	30 points
D3.5.3 Qualifications of the Company	20 points
D3.5.4 References.....	10 points
D3.5.5 Bonus Points – MBE/WBE Participation Commitment	10 Points

D3.6 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, question and answer conference, references, product demonstration, site visit or any other source, in the evaluation process.

D3.7 The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will

be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder.

D3.8 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

D3.9 The bidder is advised that under the provisions of this RFP, MCHCP reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the bidder's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP and its members.
- Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.

D3.10 After an initial screening process, a technical question and answer conference, interview or product demonstration may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal.

D4. CONTRACT AWARD

D4.1 Any award of a contract resulting from this RFP will be made only by written authorization from MCHCP.

D5. PRICING

D5.1 The bidder must utilize Exhibit A to provide a firm, fixed pricing arrangement for FY2018 with guaranteed not-to-exceed pricing for FY2019-FY2022.

D5.2 Pricing points will be based on the full FY2018-FY2022 pricing submitted.

D5.3 The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 (FY2019 through FY2022) will not exceed the pricing arrangements provided by the bidder on Exhibit A. Years 2-5 are renewable at the sole option of MCHCP.

D5.4 Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by MCHCP to be in the best interests of MCHCP.

D6. CONFIDENTIALITY AND PROPRIETARY MATERIALS

D6.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP will maintain copies of all proposals and related documents for review upon request. Contact Jennifer Stilabower at (573) 522-3242 to request copies.

D6.2 MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be "liberally construed and their exceptions strictly construed to promote" the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri's Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.

SECTION E
QUESTIONNAIRE

The bidder must complete the following questionnaire. Responses to the questionnaire must be in a separate section of the proposal and the questions must be repeated and answered in the order in which they are presented. The original Request for Proposal and all amendments are required to be signed and returned with the bidder's proposal and the bidder must also provide two (2) originals of all signature pages and Exhibits A, B, and D. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A Microsoft Word document is preferred and a secured .pdf is not acceptable

E1. QUALIFICATIONS AND EXPERIENCE OF THE COMPANY AND PERSONNEL

E1.1 Provide the following information:

a. The full legal name of your organization;
b. The address and telephone number of your corporate office;
c. The address of the office location that will be providing services to MCHCP; and
d. The current ownership of the company, along with the name of any individual holding 10% or more of the stock or value of the organization, if applicable.

E1.2 Is your company a Minority/Women Business Enterprises (M/WBE). If so, please provide certification from the Office of Administration.

E1.3 Summarize any mergers or acquisitions of other organizations completed in the past 24 months or in process, and summarize how these actions will:

a. Directly impact MCHCP; and
b. Distinguish you and your services from those of your competitors.

E1.4 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract. Indicate any Minority/Women Business Enterprises (M/WBE) that you will be using as subcontractors to provide the services requested in this RFP.

Company Name	M/WBE Yes/No	Service Provided	Number of years working with your organization

E1.5 Provide a list of new customers in the last 12 months for which your organization provides similar services as those outlined in this RFP.

E1.6 Provide a list of similar customers that terminated their services within the last 24 months. Provide your understanding of the reasons for the terminations.

E1.7 Describe the organization's experience with providing the services outlined in this RFP.

E1.8 Provide an organizational chart of your company. Highlight the names/positions and office location of all persons who will work on the MCHCP account.

E1.9 Provide references (company name, contact names, titles, email addresses and phone numbers) for at least three companies who you currently provide the solution proposed for MCHCP. The proposed Account Manager for the MCHCP account must currently have responsibility for at least one of the references.

E1.10 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below:

E1.10.1 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

E1.10.2 Provide a description of the economic impact returned to the state of Missouri through tax revenue obligations.

E1.10.3 Provide a description of the company's economic presence within the state of Missouri (e.g. type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

E2. ACCOUNT MANAGEMENT

E2.1 Provide the name and résumé of the Account Manager who will provide ongoing service to MCHCP. For this individual, provide the following:

a. Description of experience.
b. Length of employment at firm.
c. Description of this individual's specific responsibilities and duties under this contract.

E2.2 If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide all of the information requested in question E2.1 for each of the personnel.

E2.3 Describe your standard support levels.

E2.4 What corrective action is taken when standards are not met? Describe your process for proactive monitoring.

E3. CORE COMPETENCIES

E3.1. Briefly describe your company's core competencies and how your company differentiates itself in the market place (e.g., specialty areas of expertise and/or value-added services).

E3.2. Describe major products and/or lines of business.

E3.3 State the main source of business revenue (e.g., consulting, product sales, or systems integration).

E4. CUSTOMER SUPPORT AGREEMENT

E4.1 Provide a copy of any standard Customer Support or User Agreements. Please note that MCHCP reserves the right to negotiate changes to these standard agreements. Please indicate your willingness to modify your standard agreements.

E5. ACA DATA COLLECTION

E5.1. Please describe your ability to determine all invalid Tax Identification Numbers or Social Security Numbers as determined by the Social Security Administration and null Tax Identification Numbers or Social Security Numbers on both internal and external enrollment systems for initial and subsequent data clean-up.

E5.2 Please describe your process to clarify any illegible, missing or invalid data received.

E5.3 Please describe your ability to track, store and report to MCHCP all undeliverable mail.

E5.4 Please describe your process to provide detailed reporting to Insurer and IRS providing proof of solicitation of missing or invalid data as required in accordance to "Safe Harbor" regulations.

E5.5 Please describe your process to timely report to MCHCP on all valid data collected, i.e. Tax Identification Numbers or Social Security numbers and DOBs so Insurer's internal and external enrollment systems can be updated.

E5.6 Please describe your capability to perform annual data validation and solicitation of Tax Identification Numbers or Social Security Numbers based on ACA regulations.

E6 TECHNOLOGY

E6.1 Can MCHCP define and denote fields, via configuration, that are required during user data entry?

E6.2 Can MCHCP delete or remove unnecessary data elements from the user interface (through configuration)?

E6.3 Does the system have a User Interface based administrative tools for managing security and user accounts?

E6.4 Does the system have a User Interface based administrative tools to limit capabilities within a role; such as, analyst, View-only, reviewer, delegator?

E6.5 Describe the Technology environment / development environment that are used by the tool?

E6.6 Describe the high level solution/technical architecture of the solution including modules that make up your solution and which ones are required and which are optional.

E6.7 Describe the technology framework that supports your solution. This should include hardware (client and server), operating system, application server, database server, firewall, edge server, authentication server (e.g., LDAP, AD) and client software (e.g., browser) specifications as applicable to your solution.

E7 SECURITY

E7.1 List the control reviews and certifications for data privacy and security you hold (e.g., SOC Type II, ISO, PCI DSS, etc.).

E7.2 Describe how you provide information asset assurance of Missouri Consolidated Health Care Plan data for the following:

- In Motion (e.g., SSL/TLS, SCP, FTPS, Secure FTP, etc.)
- At Rest (e.g., encryption, segregation, anti-virus, etc.).
- In Use (e.g., Data Loss Prevention, peripheral controls, IRM / RMS, etc.)

E7.3 Describe what integration services or interfaces are available for information exchange and how they are used and safeguarded (e.g., Secure File, Message Brokers, Web Services, etc.).

E7.4 Describe how you provide additional safeguards for information assets requiring stricter security (e.g., Personal Health Information, Credit Card Information, etc.).

E7.5 Describe your IAAA (Identity, Authentication, Authorization and Accounting) services, and what current standards are supported (e.g., SSO, access controls, SIEM, etc.) for the following:

- Internal / administrative / Remote access
- External / consumer access
- Wireless (Wi-Fi) access
- Password complexity and shared secret management
- Strong authentication
- RBAC, Context-BAC, Graded access

E8 IMPLEMENTATION

E8.1 Do you employ your own professional services organization for implementations? If not, please provide information on the System Integrator or Professional Services organization that you would utilize for the implementation. Any 3rd party integrators should provide company background and financial information required of the Respondents.

E8.2 Describe your implementation approach. Please provide sample implementation and integration project plans, artifacts, and staffing commitments.

E8.3 What training would be normally provided to Missouri Consolidated Health Care Plan staff during this type of technology implementation?

E8.4 Describe critical risks you have experienced around the transition of historical data and how you addressed those risks.

EXHIBIT A
PRICING PAGES
2017 ACA REPORTING AND SERVCIES RFP

Instructions:

1. Service Fees: MCHCP shall pay the contractor the service fees as set forth in this exhibit.
2. Instructions: Bidder must include all applicable fees in this document. MCHCP is precluded from paying any fees that are included in this document.
3. Bidder must provide guaranteed pricing for fiscal year 2018 (i.e. reporting for the 2017 tax year). Prices for the FY19, FY20, FY21 and FY22 shall have a guaranteed not to exceed price.
4. Fees must include all requirements as listed in the RFP. All prices should be based on the estimated volume, but can include tiered pricing if applicable. Clearly indicate if the fee is if entire projected project or per product produced, (for example a fee of x cents per mailing of a 1095C).
5. Additional pages may be included, if needed, but must be clearly marked as Exhibit A, Pricing Page.

FY18	FY19	FY20	FY21	FY22

Please indicate any additional fees which would be assessed for the services described in this RFP.

_____

_____

_____

Suggested modifications to reduce cost, and pricing with any modifications to bid specifications:

_____

_____

_____

Organization: _____

Printed Name: _____

Signature: _____

Date: _____

EXHIBIT B
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2017 ACA REPORTING AND SERVICES 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.

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
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.

_____
Executive Director Date
Missouri Consolidated Health Care Plan

EXHIBIT C

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2017 ACA REPORTING AND SERVICES 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.

Contractor

By: _____

Title: _____

Date: _____

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Contractor (hereinafter "Business Associate" or "Contractor") is entered into as a result of the business relationship between the parties in connection with services performed in accordance with the ACA Reporting and Services Request for Proposal released May 5, 2017 ("RFP") and the Contract # XXXX-2017, (both collectively referred to hereinafter as 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"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and the HIPAA Rules, as defined in Section 2.1 below.

1 **Purpose**.

The Contract addresses and relates to the ACA reporting requirements.

The purpose of this Agreement is to comply with requirements of the Act, the HITECH Act, and the implementing regulations enacted under the Act and the HITECH Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates. 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 Delta Dental.

"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; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected

SAMPLE

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 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 PHI 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.

3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than ten (10) 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, 832 Weathered Rock Court, Jefferson City, MO 65101

- MCHCP's Security Officer → currently Bruce Lowe, (573) 526-3114, Bruce.Lowe@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, or otherwise knows that MCHCP's Privacy and Security Officers are not available, Business Associate may 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 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 subject to the breach;

d) a description of all types of PHI known or potentially believed to be involved or affected;

e) the name of each entity and all department(s)/division(s) of each entity involved in or contributing to the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

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) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

h) 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

i) any action steps Business Associate believes affected individuals should take to protect themselves from potential harm resulting from the breach.

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 reasonable request by MCHCP.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI that does not meet a regulatory exception in § 164.402(1), 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 to MCHCP no later than ten (10) business days following Business Associate's discovery with its complete written risk assessment 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 immediately 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 and 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 ten (10) 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 ten (10) 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 ten (10) 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 immediately refer the individual to MCHCP's Privacy Officer, and if the request is in writing shall forward the individual's request within ten (10) 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 ten (10) 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 ten (10) business 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 ten (10) business 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 the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP'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. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI in performing the duties required in the contract, in accordance with the various information sources, recipients, and purposes described therein.

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

4.3 Qualified Authorization. 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:

4.3.1 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; and

4.3.2 This Agreement permits Business Associate to disclose PHI received by Business Associate in its capacity as a business associate of MCHCP, only if: (A) the disclosure is required by law; or (B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4 Data Aggregation. In addition, Business Associate may 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.

4.5 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 the minimum necessary PHI involving MCHCP members as is necessary to accomplish the purpose of such request, creation, use, disclosure, or transmission, in accordance with the HIPAA Rules and guidance published by the Secretary. In addition and to the extent not in conflict with the HIPAA Rules and guidance published by the Secretary, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.5.1 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 needs 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.

4.5.2 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.

4.5.3 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; or

b) The information is requested by a professional who 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) and MCHCP confirms, in writing, that it has business associate agreement with such professional.

4.5.4 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.

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.

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 as of January 1, 2014, 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 for cause. Business Associate authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its reasonable discretion, that Business Associate has violated a material term of this Agreement and cure of such violation is not possible. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the reasonable time and manner specified by MCHCP based on the circumstances presented. If MCHCP determines that neither cure nor termination, alternatively or collectively, are sufficient to comply with applicable law and protect the interests of MCHCP or its members, Business Associate authorizes and agrees that MCHCP may report the violation to the Department of Health and Human Services. 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 of in any form for any purpose whatsoever unless such destruction is not feasible. If destruction of the PHI is not feasible, Business Associate will extend the protections of this Agreement to any PHI retained until such PHI is destroyed.

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. Notwithstanding any other provision to the contrary in the Contract or this Agreement, Business Associate shall, to the fullest extent permitted by law, 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 to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

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, the HITECH 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, the HITECH 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	**(Contractor Name)**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2017 ACA Reporting and Services RFP
May 19, 2017

These responses are provided by MCHCP to questions received from potential bidders for the 2017 ACA Reporting and Services RFP.

	Mandatory Contract Provisions	Response
1	Many of the terms requested in the Mandatory Contract Provisions would not be approved by our Legal Department as written. Please advise how to proceed.	All changes the bidder would like to propose should be outlined in Exhibit B and will be evaluated during the scoring process. The requirements set forth in Section A2 are not able to be waived or modified.

	General	Response
1	Why has the MCHCP decided to bid for these services now (standard due diligence, legal bid requirements, etc.)?	As a governmental entity, MCHCP routinely requests bids for services to ensure competitive pricing. Currently MCHCP does not have a contract with a vendor to provide these services.
2	Please share the MCHCP's objectives in regards to increased service level or client support and achieving cost savings.	As a governmental entity, MCHCP routinely requests bids for services to ensure competitive pricing.
3	Who is the incumbent provider for the current ACA reporting and services?	SOVOS provided these services for two years. Currently we are not under contract for these services.
4	What are the current fees the MCHCP is paying for its ACA reporting and services? Can you elaborate if these fees are inclusive of printing and mailing associated with program?	In Fiscal Year 2017 MCHCP paid $124,220.42 for all services provided, which included printing and mailing of the 1095-B.
5	Does the MCHCP use a Broker for Health & Welfare Benefits? If so, who?	MCHCP is self-funded group insurance plan for the employees for the state of Missouri. We purchase third party administrator services. Our current vendors are UMR and Aetna.
6	How long have you been with your current service provider?	SOVOS provided these services for two years. Currently we are not under contract for these services.
7	Why did you choose your current ACA reporting and services provider?	Currently MCHCP does not have a contract for these services.
8	Does your current provider offer a hold harmless or audit guarantee for their ACA reporting services?	Currently MCHCP does not have a contract for these services.
9	Indicate the number of all related Federal Identification Numbers (FEIN's) associated with all MCHCP ALE's (Applicable Large Employers).	All 1094/1095-Bs should be issued under MCHCP's FEIN as a Multi-Employer Plan. This RFP only refers to MCHCP's obligation as a Health Plan to provide 1094/1095-Bs.
10	Indicate the number of reportable Health Plans, name of carrier/TPA and plan type(s) offered to MCHCP plan participants, retirees, COBRA continuants, etc. a. Fully Insured - b. Self Insured -	MCHCP is self-funded group insurance plan for the employees for the state of Missouri. We purchase third party administrator services. Our current vendors are UMR and Aetna. However MCHCP should be reported as the Issuer or Other Coverage Provider to the IRS.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2017 ACA Reporting and Services RFP
May 19, 2017

11	Indicate the name, type and number of systems utilized by MCHCP that maintain employee (and dependent) eligibility, enrollment, demographic Information. a. HRIS - b. Benefit Admin - c. Eligibility - d. Time & Attendance - e. Other - f. Other -	MCHCP anticipates producing a file with all the relevant information needed for the vendor to fulfill the requirements of this RFP. This RFP only refers to MCHCP's obligation as a Health Plan to provide 1094/1095-Bs.
12	Indicate if different ALE's will be submitting data via different systems (files) or if data will be coming from a single MCHCP file(s).	MCHCP anticipates producing a file with all the relevant information needed for the vendor to fulfill the requirements of this RFP.
13	Indicate any special reporting and/or distribution requirements (e.g. by division or location within individual ALE's, etc.).	There are no special reporting and/or distribution requirements. All 1095-Bs should be mailed directly to the Responsible Individual.
14	Indicate any special fee invoicing requirements (e.g. invoicing individual ALE's vs. single invoice).	All invoices will be sent to MCHCP.
15	What is the initial year MCHCP would like filing for (i.e., 2017 or 2018 filing)?	2017
16	What system is currently providing ACA compliance services for MCHCP?	Currently MCHCP does not have a contract for these services.
17	What system(s) would be providing the necessary enrollment and demographic data for the State, Department of Conservation, and Department of Transportation? If multiple systems, please match with the appropriate department.	MCHCP's system would be providing the necessary enrollment and demographic data. This RFP does not include Department of Conservation or Transportation.
18	Can you provide prior months' data in our preferred format? If data cannot be provided in the preferred format, please provide a sample of the format that can be shared.	MCHCP anticipates producing a file with all the relevant information needed for the vendor to fulfill the requirements of this RFP. MCHCP will work with the vendor chosen on an agreeable file format. If there are specific requirements for the file indicate those in your response to the RFP.
19	How many 1095s were generated for 2016 reporting?	MCHCP's volume for 1095-B reporting to the IRS was 48,131 in 2015 and 48,855 in 2016.
20	Please confirm that variable hour status tracking is not a desired service.	The variable hour status tracking is not a desired service.
21	Please confirm the number of FEINs that were filed in 2016.	All 1094/1095-Bs should be issued under MCHCP's FEIN as a Multi-Employer Plan. This RFP only refers to MCHCP's obligation as a Health Plan to provide 1094/1095-Bs.
22	Please confirm the employee population is as follows: MCHCP: 44,000 total Department of Conservation: 1,500 Department of Transportation: 9,000 Total = 54,500 employees	MCHCP's volume for 1095-B reporting to the IRS was 48,131 in 2015 and 48,855 in 2016. This RFP does not include Department of Conservation or Transportation

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2017 ACA Reporting and Services RFP
May 19, 2017

	Questionnaire	Response
1	Because we are a privately held company and feel the privacy of our clients is the utmost importance, we are unable to divulge much of the information requested in Questions E1.3, E1.5, E1.6 and E1.8. Please advise how to proceed.	Any question may be skipped by the bidder, however it may result in a lack of points being awarded if the information is not sufficient to be evaluated.
2	Our organization would like to understand the level of functionality requirements beyond being a minimum requirement. Are the following a 'must have' or 'nice to have' functionality requirement? • E5.1. Please describe your ability to determine all invalid Tax Identification Numbers or Social Security Numbers as determined by the Social Security Administration and null Tax Identification Numbers or Social Security Numbers on both internal and external enrollment systems for initial and subsequent data clean-up. • E5.2 Please describe your process to clarify any illegible, missing or invalid data received. • E5.4 Please describe your process to provide detailed reporting to Insurer and IRS providing proof of solicitation of missing or invalid data as required in accordance to "Safe Harbor" regulations. • E5.5 Please describe your process to timely report to MCHCP on all valid data collected, i.e. Tax Identification Numbers or Social Security numbers and DOBs so Insurer's internal and external enrollment systems can be updated. • E5.6 Please describe your capability to perform annual data validation and solicitation of Tax Identification Numbers or Social Security Numbers based on ACA regulations.	MCHCP is soliciting functionality that may be available as an included service. The requirements set forth in Section A2 are not able to be waived or modified. Any other modifications requested should be outlined on Exhibit B. If the Bidder cannot provide the functionality requested they should clearly state so in their response to the RFP.
3	Regarding Section E6, please explain this requirement in more detail. What is the expectation for the technology?	MCHCP is looking for a solution that will ensure compliance with current and future ACA regulations by being flexible and can respond to reporting changes. A highly secure technical environment that ensures protection of MCHCP data and adherence to industry standard best practices and to applicable regulations, e.g., HIPAA, etc. The requirements set forth in Section A2 are not able to be waived or modified. Any other modifications requested should be outlined on Exhibit B. If the Bidder cannot provide the functionality requested they should clearly state so in their response to the RFP.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2017 ACA Reporting and Services RFP
May 25, 2017

This response is provided by MCHCP to an additional question received from a potential bidder for the 2017 ACA Reporting and Services RFP.

	General	Response
1	Regarding the 48,855 1095-B's you issued for 2016, were these all for your retirees only? And, does the scope of your RFP cover just the 1095-B for retirees? We were curious for your active employees and the 1095-C for offer of coverage – do you have another system/process in place to produce the 1095-C's? And, does that mean this RFP is not inclusive of the 1095-C?	The 48,855 1095-B's for 2016 include all MCHCP members (Active & Retirees) that we are required to report to the IRS. The scope of the this RFP **only** includes 1095-B's and 1094-B reporting to the IRS, for MCHCP members (Active & Retirees). MCHCP is not considered the employer and the 1095-C for offer of coverage is handled by the employer.