

Request for Proposal
For
Actuarial and Health Plan Management Consulting Services

Due Date: Wednesday, September 14, 2022

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: September 14, 2022

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED FOR AWARD

For Information, please email: rfp@mchcp.org
or visit our RFP web site 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 must be mailed or delivered to Attn: Stacia Fischer, Chief Financial Officer, Missouri Consolidated Health Care Plan (MCHCP), 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 "Actuarial and Health Plan Management Consulting Services – FILING DATE September 14, 2022."

CONTRACT PERIOD: The term of this Contract is for a period which consists of January 1 through December 31, 2023. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the calendar year (CY) 2023 (January 1 - December 31, 2023) is a firm, fixed price. The submitted prices for CY 2024 and CY 2025 (January 1 - December 31, 2024, January 1 - December 31, 2025, respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation but shall not exceed the quoted maximum price. The submitted prices for the CY 2026 and CY 2027 of the contract period (January 1 - December 31, 2026, and January 1 - December 31, 2027, respectively) will be negotiated. Pricing for the one-year renewal periods is due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

The bidder 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 and three (3) copies 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 also provide two (2) originals of all signature pages and Exhibits A, B, C 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 E-mail Address:_____

Company Name:_____

Mailing Address:_____

_____

City State Zip Code

Telephone: (____)_____ Social Security or Federal Tax Identification No:_____

SECTION A
GENERAL INTRODUCTION

A1. GENERAL INFORMATION

A1.1 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 August 26, 2022, and MCHCP will post written responses on its web site by August 31, 2022. Due to time constraints, there is no guarantee that questions received after August 26, 2022, will be answered. 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	August 22, 2022
• Questions due from potential bidders	August 26, 2022
• MCHCP response to bidder's questions posted on web site	August 31, 2022
• Proposals due to MCHCP (1:00 pm CT)	September 14, 2022
• Proposal evaluations and finalist interviews	September-October, 2022
• RFP award made by MCHCP Board of Trustees (subject to final contract)	late October, 2022
• Effective date of contract	January 1, 2023

A1.3 This document constitutes a request for sealed proposals from qualified organizations to provide actuarial and health plan management consulting services to MCHCP. The bidder must provide a diverse set of experts in all areas of health benefits, including, but not limited to, health plan design, medical and pharmacy benefit administration, care management programs, premium incentive programs, Medicare Group Advantage Plans, Pharmacy Employer Group Waiver Plans, health care law, commercial and governmental insurance trends nationally and by state especially in the state employee health insurance market, health care contracting trends and best practices, Other Post Employee Benefits (OPEB) and Government Accounting Standards Board (GASB) pronouncements related to health care administration by a non-federal governmental health plan. Specific projects 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 Provisions
- Section D - Proposal Submission Information
- Section E - Questionnaire
- Section F - Exhibits and Attachments

A1.5 MCHCP desires to contract per the stated specifications. All bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated, and returned (two originals) 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 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. BACKGROUND INFORMATION - GENERAL

A2.1 MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is to provide or contract, or both for medical benefits for most state employees, retirees and their dependents, covering over 84,000 total lives. An additional 1,200 local government members are also enrolled in MCHCP. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.

A2.2 Any contract awarded from this RFP will become effective when signed by an authorized representative of MCHCP, with services effective January 1, 2023.

A2.3 Proposals will be accepted from those qualified entities identified in Section B, Parts 1, 2 and 3.

A2.4 MCHCP contracts with Anthem as its third party administrator (TPA) to administer benefits for state and public entity members nationwide. The contract was recently renewed for CY2023, and has one, one-year renewal option remaining at the sole discretion of the MCHCP Board of Trustees. This contract was originally effective January 1, 2020.

A2.5 MCHCP contracts with UnitedHealthcare as its fully-insured group Medicare Advantage Plan nationwide. The contract was recently renewed for CY2023, and has one, one-year renewal option remaining at the sole discretion of the MCHCP Board of Trustees. This contract was originally effective January 1, 2019.

A2.6 MCHCP contracts with Express Scripts (ESI) to provide pharmacy benefit management services to all members. An EGWP plan is in place for Medicare members. The contract was recently renewed for CY2023, and has three, one-year renewal options remaining at the sole discretion of the MCHCP Board of Trustees. This contract was originally effective January 1, 2022, though ESI has been the PBM for MCHCP since 2002.

A2.7 MCHCP contracts with Merative (formerly IBM Watson Health) to provide a decision support system and data warehouse. Merative accepts monthly data feeds from each of the MCHCP contractors and standardizes the data prior to importing into a central data warehouse. The data are stored on Merative's system, which MCHCP accesses securely through the web.

A2.8 MCHCP staff conducts most of the activities associated with procurements, including RFP development and evaluation of proposals. The actuary/consulting contractor typically is involved in the financial analysis of the medical and pharmacy procurements. MCHCP also utilizes DirectPath, an on-line procurement system, for most RFPs.

A2.9 Summaries of 2022 benefits can be found by viewing publications on MCHCP's website at www.mchcp.org. Benefit documents for state members can be found at http://www.mchcp.org/stateMembers/benefitDocuments.asp; the benefit guide for public entity members can be found at http://www.mchcp.org/documents/pe_enrollmentGuide_2022.pdf.

A2.10 The following attachments are available to provide historical data and information and may be accessed at MCHCP's RFP website, http://www.mchcp.org/biddingOpportunities/index.asp:

Attachment 1 – 2022-23 Current Contractors
Attachment 2 – Plan Year Highlights
Attachment 3 – Enrollment by Age and Gender

Attachment 4 – Enrollment by Tier
Attachment 5 – Enrollment by Plan
Attachment 6 – Payments by Plan

A2.11 MCHCP's Annual Comprehensive Financial Report (ACFR) can be found at http://www.mchcp.org/aboutUs/annualReport.asp.

A3. BACKGROUND INFORMATION – STATE MEMBERSHIP

A3.1 Current state membership is over 84,000 lives. The information below is provided regarding the self-insured claim costs of the state employee membership. Additional detail can be found in Attachments 1-6.

Member Type	Current Total Lives	CY2021 Total Incurred Claim Payments	CY2022 YTD Incurred Claim Payments (through March)
Active Employees	61,665	$412 million	$87 million
Non-Medicare Retiree Members	6,257	$66 million	$15 million
Medicare Members	16,691	$81 million	$21 million

A3.2 MCHCP offers its non-Medicare state members two self-insured PPO plans and a Health Savings Account (HSA) Plan that are administered by Anthem. Medicare-eligible members are offered a fully-insured group Medicare Advantage Plan through UnitedHealthcare. Self-Insured prescription drug coverage is administered by MCHCP's contracted Pharmacy Benefit Manger, Express Scripts, Inc. for active and non-Medicare retirees through the commercial plan and Medicare members through its EGWP plan.

A3.3 MCHCP provides non-Medicare State subscribers an opportunity for a reduced monthly premium through an incentive program. The monthly premium reduction is $25. MCHCP also offers a reduced rate for active subscribers and their spouses and non-Medicare retiree subscribers and their non-Medicare spouses through a tobacco-free incentive program. The monthly premium reduction is $40 per eligible member.

A3.4 MCHCP contracts with Oracle Cerner Corporation to operate an on-site employee health center located in the Harry S Truman State Office Building in Jefferson City. This contract was recently renewed for 2023 and has no renewal options remaining. The contract was originally effective January 1, 2019.

A3.5 In 2023, MCHCP will contribute the following approximate percentages toward the low-cost PPO plan for active employees:

Employee Only – 94 percent
Employee and Child – 93 percent
Employee, Spouse and Child – 86 percent
Employee and Spouse – 86 percent
Employee and Children – 93 percent
Employee, Spouse and Children – 88 percent

A3.6 For most retirees, MCHCP's contribution is based on the retiree's years of service. The following formula applies, up to a maximum subsidy of 65 percent:

Years of Service x PPO 1250 Plan x 2.5 percent = Subsidy (capped at 65%)

A3.7 Decisions impacting the state contribution strategy are reviewed annually by the Board of Trustees.

A4. BACKGROUND INFORMATION – LOCAL GOVERNMENT MEMBERSHIP

A4.1 Current public entity membership is approximately 1,200 lives from approximately 70 separate entities. The following information is provided regarding the public entity membership:

Plan Type	Funding	Current Total Lives	CY2021 Total Incurred Claim Payments	CY2022 YTD Incurred Claim Payments (through March)
Health Plans and Pharmacy	Self-Insured	1,209	$7.7 million	$2.0 million

A4.2 Local governments that have elected to join MCHCP are offered two separate PPO offerings as well as an HSA Plan. All plans are self-insured and administered by Anthem. Pharmacy benefits are administered by ESI. In general, local governments must elect one plan offering for its employees. Larger entities (those with 25 or more active employees) may choose to offer two plans.

A4.3 Community rates for local governments are developed based on premium equivalent rates for state plans and adjusted to reflect the experience of the Public Entity Pool, and the entity-specific age, gender, coverage tier, plan type and region. With the exception of Soil and Water Districts which are grouped together, each entity is rated separately based on their own demographic and geographic risk profile.

A4.5 To continue participation, 75 percent of all local government eligible employees (those without Medicare, Medicaid or other group coverage) must join the plan. The employer contribution requirement is a minimum of 50 percent of the active employee only premium.

A5. MINIMUM BIDDER REQUIREMENTS: The Bidder must:

A5.1 Hold a Certificate of Authority to do business in Missouri and be in good standing with the Missouri Secretary of State and comply with all applicable federal and state laws.

A5.2 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.

A5.3 Currently provide health benefit actuarial and consulting services to at least five (5) health plan clients, each with 25,000 or more covered employees. At least one of the five (5) clients must be a self-insured non-federal governmental health plan that covers state employee populations including retirees.

A5.4 Have at least one employer client that has over 90,000 lives for which health benefit consulting and actuarial services are provided.

A5.5 Have over 10 years of experience providing health insurance actuarial and consulting services.

A5.6 Have experience in developing and implementing new and innovative methods of providing health benefits.

A5.7 Have experienced personnel to address medical and pharmacy benefit administration topics, as well as expertise in other areas such as Medicare, care management and incentive programs.

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 The contractor shall provide actuarial and health plan management consulting services to the Board of Trustees and staff of MCHCP in accordance with the provisions and requirements of this document.

B1.2 The contractor will be working on a frequent basis with MCHCP staff. The contractor will be expected to assist the staff on a regular basis and in a timely manner to provide expert guidance to technical or compliance issues that may arise. The contractor will meet no less than quarterly with staff and/or the MCHCP Board of Trustees for update and planning purposes.

B2. ACCOUNT MANAGMENT

B2.1 The contractor shall establish and maintain throughout the term of this Contract an account management team that will work directly with MCHCP staff. This team must include but is not limited to a principal consultant (must be partner/executive level), principal actuary, and an actuary with GASB consulting experience and availability of experts in all areas of health benefits including, but not limited to, medical, pharmacy, care management, and health care law.

B2.2 Approval of the account management team rests with MCHCP. The contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without prior approval of MCHCP. The contractor agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that MCHCP's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. MCHCP agrees that approval will not be unreasonably withheld.

B2.3 The account management team shall be extremely responsive and devote the time needed to the account, including being available for ad hoc consultation requests and a minimum of quarterly consultation with MCHCP.

B2.4 The contractor shall provide MCHCP with a minimum of thirty (30) day advance notice of any material change to its account management and servicing methodology.

B2.5 The contractor shall provide MCHCP with a minimum of fifteen (15) day advance notice of a personnel change in the contractor’s account management and servicing team.

B2.6 The contractor shall provide MCHCP an opportunity to complete a formal performance evaluation of the assigned account management team on an annual basis.

B2.7 The account management team shall have experience in developing and implementing new and innovative methods of providing health benefits.

B2.8 The contractor shall have experienced personnel on staff to address medical and pharmacy benefit administration topics, as well as expertise in other areas such as Medicare, care management and premium incentive programs.

B2.9 Assign a partner level manager to the MCHCP account.

B3. MINIMUM REQUIREMENTS – PRINCIPAL ACTUARY AND CONSULTANT(S)

B3.1 The principal actuary assigned to the MCHCP account must:

B3.1.1 Have at least 10 years of experience providing health actuarial and consulting services.

B3.1.2 Have at least 5 years of experience in establishing reserve levels and premiums for self-insured programs for at least one client with 90,000 lives.

B3.1.3 Have at least 5 years of experience with at least one self-insured program for a non-federal governmental health plan that is a state employer plan.

B3.2 The consultant(s) assigned to the MCHCP account must:

B3.2.1 Have the appropriate level of credentials and have at least 10 years of experience providing health care consulting services. One of the consultants must be a Doctor of Pharmacy.

B3.2.2 Have at least 5 years of experience providing consulting services to at least one non-federal governmental health plan that is a state employer plan.

B4. CORE SERVICES

B4.1 The contractor shall agree that the core services to be provided shall include the following:

B4.1.1 Review, estimate and certify incurred but not reported (IBNR) reserve levels including seasonal and non-seasonality factoring/adjustments (minimum, quarterly of each year).

B4.1.2 Develop preliminary premium equivalents for all self-insured products (no later than June 15 of each year) and final premium equivalent rates for all self-insured products (no later than July 15 of each year).

B4.1.3 Attend, at a minimum, five regular meetings with staff and/or the MCHCP Board of Trustees (June and July meeting of each year, plus three additional meetings to be determined after contract award).

B4.1.4 Annual review of premium rate-tier multipliers (April of each year).

B4.1.5 Provide trend assumptions to be used for preparation of preliminary and final budget and appropriation request (August and November of each year).

B4.1.6 Annual review of plans, including modeling any proposed changes such as plan designs, cost sharing requirements, benefit offerings, legislative mandate, population health initiatives (March 1 to June 1 of each year).

B4.1.7 Assist in the development, analysis, and negotiation of requests for proposals for medical and pharmacy administrators as needed including estimating financial impact for each bidder (February 1 – June 15 of each year in which contracts are bid).

B4.1.8 Prepare annual GASB 74/75 actuarial valuation related to Other Post-Employment Benefits (OPEB) (Completed by May 1 of each year)

B4.1.9 Provide expert testimony for legislative and/or judicial proceeding as requested (up to 3 times per contract year)

B4.1.10 Develop premium equivalent rates for MCHCP public entity members; review pricing assumptions and methodology with MCHCP and answer questions related to public entity rates (June 1 – August 10 of each year)

B4.1.11 Consult on federal and state legislation, judicial rulings and other changes in rules or statutes that may affect MCHCP as needed and issue bulletins outlining potential or emerging impacts to MCHCP.

B4.1.12 Consultation by a Doctor of Pharmacy to focus primarily on strategy development, plan design and trend mitigation to assist MCHCP with cost containment on pharmacy spend and to participate in quarterly oversight meetings with the PBM.

B4.1.13 Consultation by appropriately credentialed professionals to focus on strategy development, plan design and trend mitigation to assist MCHCP with bending the curve on medical spend.

B4.1.14 Consultation by appropriately credentialed professionals to focus on strategy development, program design, and research to assist MCHCP with implementing evidenced-based population health programs.

B4.1.15 Consultation by appropriately credentialed professionals to focus on strategy development, program design, research, and ROI calculations to assist MCHCP with administering the on-site clinic.

B4.1.16 Consultation by appropriately credentialed professionals to focus on health care law provisions and how those provisions may impact strategy development and plan and program design.

B4.1.17 Lead the annual market check with MCHCP's contracted pharmacy benefit manager (PBM) including negotiating and soliciting best and final offers. The initial market check offer shall be presented to MCHCP no later than July 15 of each year with the final offer presented no later than August 15 of each year. Review contract amendment resulting from the market check to ensure that terms are as offered and negotiated.

B4.1.18 Prepare up to two budget shortfall/surplus analysis annually upon request.

B4.1.19 Prepare quarterly estimate of monthly claim costs reflecting expected seasonality experience.

B4.1.20 Consultation by appropriately credentialed professionals regarding external audit inquiries during MCHCP's annual external audit, GASB 75 audit or any other regulatory entity review or audit

B4.2 Additional possible projects that may be required during this contract period and if required will be scoped using non-core rates as shown in Exhibit A include:

B4.2.1 Consulting on the development of new products and/or programs
B4.2.2 Other special projects deemed pertinent to current or emerging needs of MCHCP

B4.3 At the request of and in cooperation with MCHCP, the contractor shall develop specific goals for each designated special project listed in B4.2. The contractor shall be required to develop a detailed plan of activities for any special project, and the contractor is responsible for providing MCHCP with a complete and detailed budget for each such project. Work on a special project, such as those described herein, shall not begin until the plan and budget have been completed and approved by the Executive Director of MCHCP.

B4.4 Maintain and provide MCHCP a diverse set of experts in all areas of health benefits, including, but not limited to, health plan design, medical and pharmacy benefit administration, care management programs, premium incentive programs, Medicare Group Advantage Plans, Pharmacy Employer Group Waiver Plans, health care law, commercial and governmental insurance trends nationally and by state especially in the state employee health insurance market, health care contracting trends and best practices, Other Post Employee Benefits (OPEB) and Government Accounting Standards Board (GASB) pronouncements related to health care administration by a non-federal governmental health plan.

B4.5 The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA pairs and 256-bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files shall be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e., port assignment, access control, etc.).

SECTION C
GENERAL BID PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

Whenever the following words and expressions appear in this Request for Proposal (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 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.3 **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.

C1.4 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.

C1.5 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

C1.6 **May** means that a certain feature, component, or action is permissible, but not required.

C1.7 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

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 **Off-shore** means outside of the United States.

C1.10 **Participant** has the same meaning as the word member.

C1.11 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.12 **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 by the bidder prior to the specified proposal filing date and time.

C1.13 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

C1.14 **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.

C1.15 **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.

C1.16 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

C1.17 **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.

C1.18 **Shall** has the same meaning as the word must.

C1.19 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.20 **Subscriber** means the person who elects coverage under the plan.

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 by the MCHCP Board of Trustees 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 the 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 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 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit E) 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 by the Board, 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.

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 review, minor modifications if appropriate, and executed 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 January 1, 2023 through December 31, 2023. 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 calendar year period (January 1, 2023 through December 31, 2023) is a firm, fixed price. The submitted prices for the first and second one-year renewal periods (January 1, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025) are not-to-exceed prices and are subject to negotiation. Pricing arrangements for the last two one-year renewal periods of the contract (January 1, 2026 through December 31, 2026 and January 1, 2027 through December 31, 2027 respectively) will be negotiated. 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 will 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 the Board of Trustees 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 will not be made until the contract has been signed by duly appointed representative(s) of the selected bidder and MCHCP.	
C3. Contract Formation: No contract shall be considered to have been entered into by the MCHCP until a written contract has been signed by both parties.	
C4. Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of Contractor involving any and all transactions related to the performance of this Contract. Contractor shall furnish all information necessary	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit.	
C5. 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.	
C6. 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 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.	
C7. Electronic Transmission Protocols: The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).	
C8. 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.	
C9. 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.	
C10. Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.	
C11. 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	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
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.	
C12. 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.	
C13. Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.	
C14. 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.	
C15. 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 in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.	
C16. 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.	
C17. Payment: Upon implementation of the undertaking of this contract and acceptance by MCHCP, the contractor shall be paid as stated in this contract.	
C18. 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.	
C19. Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.	
C20. 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.	
C21. Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.	
C22. 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.	
C23. 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.	
C24. 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 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.	
C25. 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.	
C26. Patient Protection and Affordable Care Act (PPACA): If applicable, Contractor shall comply with the Patient Protection and Affordable Care Act (PPACA) and all regulations promulgated under the authority of PPACA, including any future regulations promulgated under PPACA, which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.	
C27. 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	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.	
C28. Genetic Information Nondiscrimination Act of 2008: Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.	
C29. 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 associate's or subcontractor's of Contractor, failure to comply with paragraphs C.24, C.25, C.26, C.27, and C.28 above.	
C30. 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.	
C31. 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.	
C32. 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.	
C33. 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 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.	
C34. 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	

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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.	
C35. Access to Records: Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.	
C36. 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.	
C37. 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.	
C38. 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	

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attempt to limit implied warranties of merchantability and fitness for a particular purpose.	
C39. 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 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 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.	
C40. 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.	
C41. Contractor Expenses: Contractor will separately bill reasonable costs for travel and incidentals, limited to CONUS rates. Invoices must include all appropriate receipts and supporting documentation.	
C42. 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 in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, 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.	
C43. 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	

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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 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.	
C44. 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.	
C45. Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award	

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of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.	
C46. MCHCP's rights Upon Termination or Expiration of Contract: If this contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Contractor to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.	
C47. Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.	
C48. Retention of Records: Unless MCHCP specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. Contractor agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.	
C49. Change in Laws: Contractor agrees that any state and/or federal laws, applicable rules and regulations enacted during the terms of the Contract which are deemed by MCHCP to necessitate a change in the contract shall be deemed incorporated into the Contract. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes.	

ACKNOWLEDGE AND ACCEPT

I have reviewed the Request for Proposal (RFP). I hereby acknowledge and accept all 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 a 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 sealed in an envelope or container, and (5) be 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 (two originals of Exhibits A, B, C and D) as part of the proposal.

D1.1.2 The bidder must provide an original and three (3) copies 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 two originals of all signature pages and Exhibits A, B, C and D.

D1.1.3 Exhibits E and F must be reviewed and the bidder provide any suggested red-lined changes to the documents using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.

D1.2 The bidder must respond to this RFP by submitting all data required herein for their 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 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 December 31, 2022. If a contract is awarded, CY2023 prices shall remain firm.

D1.5 The sealed envelope or container containing a proposal should be clearly marked "**Attn: Stacia Fischer, Chief Financial Officer - Actuarial and Health Plan Management Consulting Services – Filing Date September 14, 2022**."

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, 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, 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, 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 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. 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

Non-financial:	
Actuarial and Consulting Services	40 points
Qualifications & Experience of Key Personnel	40 points
Qualifications and Experience of the Company	20 points
Sub-Total – Non-financial points	100 points
Bonus Points – MBE/WBE Participation Commitment	10 points
Financial	
Pricing – Core Services	40 points
Pricing – Non-Core Services	10 points
Finalist Points	
Project Team Interview and References	10 points

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 and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation

The bidder should secure participation of certified MBEs and WBEs in provider products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.

    a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section E4 of the Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each

MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:
In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington D.C.

A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

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

D3.7 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.

D3.8 MCHCP will limit the number of finalists to the greater of two or all bidders receiving 80 percent of the possible 100 non-financial points available.

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 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 or interview 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. MCHCP intends to interview the finalists' key personnel.

D4. PRICING

D4.1 The bidder must utilize Exhibit A to provide a firm, fixed pricing arrangement for CY2023.

D4.2 In determining pricing points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed price for Years 2 and 3 of the contract. The maximum of 50 pricing points are weighted at a maximum score of 40 points for Core Services and 10 maximum points for Non-Core Service work.

D4.3 The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2 and 3 (CY2024 and 2025) will not exceed the pricing arrangements provided by the bidder on Exhibit A. Years 2 and 3 (CY2024 and 2025) are renewable at the sole option of MCHCP. Pricing for Years 4 and 5 will be negotiated.

D4.4 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 members of the Plan.

D5. CONTRACT AWARD

D5.1 Any award of a contract resulting from this RFP will be made only by written authorization from 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 maintains copies of all proposals and related documents.

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. In addition to an original and three hard copies of the proposal, provide a copy of the complete proposal on electronic media.

E1. QUALIFICATIONS AND EXPERIENCE OF THE COMPANY

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 actuarial and consulting 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 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.

E1.3 Will any of the services required in this RFP be subcontracted to an outside vendor? If so, describe the contracts including services provided, personnel involved, duration of contract, and oversight of quality of services provided to your clients. Describe how the subcontracting relationships are beneficial to MCHCP.

E1.4 Provide the names and number of employees and covered lives of your 5 largest public sector and 5 largest private sector health benefit clients for whom you provide similar services to those outlined in this RFP.

E1.5 Describe any significant litigation and/or government action pending against your company, taken or proposed against your company within the last five (5) years.

E1.6 Provide a list of entities with which MCHCP has an existing contractual relationship and a description of the nature of that relationship is provided as Attachment 1.

E1.6.1 Identify whether your firm currently performs any work for, provides services to, or receives compensation from, any entity on this list, or if your firm has performed work for or provides services to such entities within the last two years.

E1.6.2 Identify any other current clients of your firm comparable to the entities on Attachment 1.

E1.6.3 Identify any other current clients or customers of your firm that you believe could present a potential conflict of interest or the appearance of a conflict of interest with your firm's proposed offering of services to MCHCP.

E1.7 For each entity identified above in subsections E1.6.1, E1.6.2, and E1.6.3, please describe the nature of the work performed for each entity.

E1.8 For all entities identified above in subsections E1.6.1, E1.6.2, and E1.6.3, please describe the measures your firm will take to safeguard the confidentiality of any information provided to or obtained from MCHCP pursuant to this engagement, as well as the measures your firm will take to assure that the information or services provided to MCHCP will not be compromised by or improperly affected by your firm's relationship with the other entity.

E1.9 Provide a list of new customers (over 5,000 employees) in the last 12 months for which your organization provides similar services as those outlined in this RFP. Provide a list of all similar customers (over 5,000 employees) that terminated their services within the last 24 months. Provide your understanding of the reasons for the terminations.

E1.10 Provide a list of employer clients that have over 90,000 lives for which health benefit consulting services are provided.

E1.11 Describe your experience in developing and implementing new and innovative methods of providing health benefits and how you have experienced personnel with expertise in medical and pharmacy benefit administration topics, as well as in other areas such as Medicare, care management and incentive programs.

E1.12 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:

E1.12.1 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.

E1.12.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

E1.12.3 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. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

E2.1 Provide an organizational chart of your company. Highlight the names/positions and office location of all persons who will work on the MCHCP account.

E2.2 Provide the name and résumé of the Principal Actuary who will provide the ongoing consultation services to MCHCP under the contract. For this individual, provide the following:

a. Description of actuarial experience. Description of consulting experience.
b. Education
c. Length of employment
d. Length of employment as an actuary
e. Professional credentials and affiliations (e.g. FSA, ASA, FCAS, CEBS, MAAA)
f. Identify those areas, in the basic scope of services, in which the Principal Actuary will require assistance from other supporting consultants
g. Description of this individual's specific responsibilities and duties under this contract

h. List self-insured program for at least one client with 90,000 lives and one non-federal governmental health plan that is a state employer plan that demonstrates 5 years of experience in establishing reserve levels and premiums
i. List the five (5) largest clients (number of employees and covered lives) in which Principal Actuary is involved on an ongoing basis

E2.3 Provide the name and résumé of the primary individual who will be responsible for the GASB valuation project. For this individual, provide the following:

a. Description of actuarial experience. Describe consulting experience.
b. Education
c. Length of employment at firm
d. Length of employment as an actuary
e. Professional credentials and affiliations (e.g. FSA, ASA, FCAS, CEBS, MAAA)
f. List the organizations for which you have performed GASB 75 services and whether the primary individual served as the lead actuary for the analysis and report preparation

E2.4 Provide the name and résumé of the individual who will provide the ongoing consultation service for pharmacy services. For this individual, provide the following:

a. Description of consulting experience
b. Education
c. Length of employment at firm
d. Length of employment as a consultant
e. Professional credentials and affiliations
f. List at least one non-federal governmental health plan that is a state employer plan that demonstrates 5 years of experience in providing pharmacy consulting services
g. List the five (5) largest clients (number of employees and covered lives) in which pharmacy consultant is involved on an ongoing basis

E2.5 If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide all the information requested in question E2.2 for each of the personnel listed. Please include actuaries, health care law consultants, medical consultants, and wellness program consultants.

E2.6 Provide samples of work that relate to the Scope of Services you feel demonstrate the skill and talent of the Principal Actuary and Consultant(s).

E2.7 Provide the name, brief biographical statement and experience of the partner who will have overall responsibility for this account.

E2.8 Provide references (company name, contact names, titles, email addresses, and phone numbers) for at least three companies with more than 25,000 employees who currently utilize actuarial and consulting services through your firm, and use the same actuary and consultants that are being proposed for MCHCP. The proposed partner for the MCHCP account must currently have responsibility for at least one of the clients.

E2.9 Provide a white paper (no more than 5 pages) describing how you propose to manage the MCHCP account. Be specific in detailing a work plan that includes all items included in the core services, including the information you expect to receive from MCHCP staff and the time frames involved.

E3. ACTUARIAL AND CONSULTING SERVICES

E3.1 Describe the process you will use to validate that IBNR reserve levels are sufficient.

E3.2 Describe your methodology for projecting IBNR reserve levels for MCHCP's self-insured programs.

E3.3 Describe your approach and methodology for the evaluation of historical trend factors and development of trend assumptions for future claims projections.

E3.4 Describe your approach to developing projected claim costs for a self-insured TPA bidder. If claims experience is not available for that bidder, how would this process change? Be specific in your response.

E3.5 Describe the types of consulting that will be available to MCHCP. Indicate whether the consultants are employees of your firm or contractors.

E3.6 Describe your approach or methodology to advise MCHCP of emerging changes in health care delivery, impact of legislation on the Plan, or trends that may differ from your projected results.

E3.7 For programs similar to those discussed in E3.1 through E3.4 above, how accurate have you been in determining claims costs and reserve levels in the past five years? How does your accuracy stand against industry or best in class benchmarks?

E3.8 Provide your approach or methodology in developing the results of an actuarial valuation to determine the OPEB Liability under GASB 75.

E 3.9 Provide your approach or methodology in developing premium equivalent rates for state populations including employees, non-Medicare retirees and Medicare retirees and then separately for public entities populations.

E3.10 Provide an implementation plan for establishing a working relationship with MCHCP. Include assurances of the timely continuation of all services and an explanation of any exceptions.

E4. MBE/WBE PARTICIPATION COMMITMENT – If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit D with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

E4.1 MBE Participation Commitment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1			
Company 2			
Company 3			
Total MBE Percentage			

E4.2 WBE Participation Commitment Table

	Name of Qualified Women Business Enterprise (WBE) Proposed	Committed Percentage of Participation for WBE	Description of Products/Services to be Provided by WBE
Company 1			
Company 2			
Company 3			
Total WBE Percentage			

Attachment 1

Current List of Contractors for MCHCP
2022-2023

Third Party Administrator
Anthem
1831 Chestnut St.
St. Louis, MO 63103

Pharmacy Benefits Manager (PBM)
Express Scripts
One Express Way
St. Louis, MO 63121

Group Medicare Advantage (PPO) Plan
UnitedHealthcare
185 Asylum St.
Hartford, CT 06103

Dental Plan
MetLife
7800 Forsyth Blvd., Ste. 450
St. Louis, MO 63105

Vision Plan
National Vision Administrators
1200 Route 46 West
Clifton, NJ 07013

Employee Assistance Program (EAP)
ComPsych Corporation
NBC Tower – 13th Floor
455 N. Cityfront Plaza Dr.
Chicago, IL 60611

On-site Employee Health Center
Oracle Cerner
2800 Rockcreek Parkway
North Kansas City, MO 64117

Medicare Maximization Services
SSDC Services Corp.
24530 Orchard Lake Rd.
Farmington Hills, MI 48336

Member Pharmacy Cost Transparency Services
Rx Savings, LLC
5440 W. 110 St., Ste. 200
Overland Park, KS 66211

Banking
Central Bank
238 Madison St.
Jefferson City, MO 65101

External Auditor
Armanino LLP
6 CityPlace Dr.
St. Louis, MO 63141

Decision Support System
Merative
100 Phoenix Dr.
Ann Arbor, MI 48108

Consultant/Actuary
Willis Towers Watson
101 S. Hanley Rd.
St. Louis, MO 63105

Attachment 2
Plan Year Highlights

Month	Highlight	Actuarial Project
January	Plan year begins	1. Make necessary changes to reserve requirements based on new enrollment
January-May	Legislative session	1. Provide expert testimony as requested
April-June	Any necessary RFPs are released (*) Evaluation of proposals	1. Provide general consulting on RFP development 2. For self-insured RFPs, develop information request for determining estimated claim costs for bidders 3. Review of plan benefits, including modeling any proposed benefit changes 4. Review rate tier multipliers 5. For self-insured RFPs, estimate claim costs for each bidder based on information provided by bidders
July-August	Contract awards made by Board of Trustees Fiscal year begins	1. Attend meeting 2. Finalize premium equivalents for all self-insured products (state and public entity)
August	Preliminary appropriations request submitted for following fiscal year	1. Provide estimate of trend rates to use in budget
September	MCHCP undergoes annual independent audit	1. Re-evaluate IBNR estimates for annual independent audit
October	Open enrollment	
November	Final budget and appropriation request prepared for next fiscal year	1. Make any necessary revisions to trend rates to use in final budget request

(*) Listed below are expiration dates for major MCHCP contracts. MCHCP expects to release an RFP for the services listed 8-10 months before the contract expires.

12/31/2022 External Audit; Actuarial and Consulting Services
12/31/2023 Dental; Vision; On-Site Clinic; Banking; Procurement Software
12/31/2024 Third Party Administrator; Group Medicare Advantge Plan; Decision Support System
12/31/2026 Pharmacy Benefit Manager; Employee Assistance Program
12/31/2027 Medicare Maximization Services; Pharmacy Transparency Services

Additional Required Duties

1. Attend up to three additional meetings with staff and/or Board of Trustees.
2. At least quarterly, provide necessary updates to changes in reserve levels.

Attachment 3
MCHCP Enrollment by Age and Gender
June, 2022

State Membership

		Gender		Average Age (in years)		
	No. of Members	% Female	% Male	Female	Male	Total
Active Members						
Subscribers	31,387	64.2%	35.8%	45.6	45.1	45.5
Spouses	7,195	42.9%	57.1%	47.2	50.6	49.1
Children	23,083	48.9%	51.1%	13.7	13.6	13.7
Total	*61,665*	*56.0%*	*44.0%*	*35.4*	*32.2*	*34.0*
Non-Medicare Members						
Subscribers	4,181	71.5%	28.5%	59.6	59.1	59.5
Spouses	1,203	48.5%	51.5%	59.0	60.0	59.5
Children	874	50.2%	49.8%	20.9	21.5	21.2
Total	6,258	*64.0%*	*36.0%*	*55.1*	*51.7*	*53.9*
Medicare Members						
Subscribers	12,793	67.8%	32.2%	74.3	73.7	74.1
Spouses	3,846	43.3%	56.7%	72.2	72.7	72.5
Children	52	28.8%	71.2%	36.9	36.7	36.8
Total	16,691	*62.2%*	*37.8%*	*74.0*	*73.4*	*73.8*
Total						
Subscribers	48,361	65.8%	34.2%	54.8	53.2	54.3
Spouses	12,244	43.6%	56.4%	56.3	58.4	57.5
Children	24,009	48.9%	51.1%	14.0	13.9	14.0
Total	84,614	*57.8%*	*42.2%*	*45.2*	*40.7*	*43.3*

Public Entity Membership

		Gender		Average Age (in years)		
	No. of Members	% Female	% Male	Female	Male	Total
Public Entity Members						
Subscribers	909	62.0%	38.0%	46.9	42.8	45.4
Spouses	77	42.9%	57.1%	50.8	53.7	52.5
Children	223	51.1%	48.9%	13.3	12.9	13.1
Total	1,209	58.8%	41.2%	41.7	37.2	39.9

Attachment 4
MCHCP Enrollment Percentage by Coverage Tier
June, 2022

State Subscribers - Medical Enrollment

Rate Category	Active Employees	Non-Medicare Retirees	Medicare Retirees	Total
Employee Only	50.3%	61.5%	70.0%	56.5%
Employee and Spouse	9.8%	25.6%	28.7%	16.2%
Employee and Child	12.2%	5.5%	0.6%	8.6%
Employee and Children	14.7%	2.0%	0.1%	9.7%
Employee, Spouse and Child	4.7%	3.9%	0.5%	3.5%
Employee, Spouse and Children	8.4%	1.4%	0.1%	5.6%
	100.0%	100.0%	100.0%	100.0%
Percent Waiving Coverage	*9.6%*			

Public Entity Subscribers - Medical Enrollment

Rate Category	Active Employees	Non-Medicare Retirees	Medicare Retirees	Total
Employee Only	83.7%	100.0%	100.0%	83.7%
Employee and spouse	3.5%			3.5%
Employee and child(ren)	7.8%			7.8%
Employee, spouse and child(ren)	5.0%			4.9%
	100.0%	100.0%	100.0%	100.0%
Percent Waiving Coverage	*18.8%*			

Attachment 5
MCHCP Enrollment by Medical Plan
June, 2022

State Members

Plan	Active Employees	Non-Medicare Retiree Members	Medicare Retiree Members	Total
Anthem PPO 750	20,217	1,690	27	21,934
Anthem PPO 1250	30,090	3,347	219	33,656
Anthem HSA Plan	11,358	1,221		12,579
Medicare Advantage			16,445	16,445
Total	61,665	6,258	16,691	84,614

Public Entity Members

Plan	Active Employees	Non-Medicare Retiree Members	Medicare Retiree Members	Total
Anthem PPO 750	486			486
Anthem PPO 1250	685	1	1	687
Anthem HSA Plan	36			36
Total	1,207	1	1	1,209

Attachment 6
MCHCP Payments by Plan
2021-2022 YTD

State

Incurred Plan Year	Jan 2021 - Dec 2021			Jan 2022 - Mar 2022 (paid thru June)		
	Average No. of Members	Net Pay Med	Net Pay Rx	Average No. of Members	Net Pay Med	Net Pay Rx
Active-COBRA-Foster Parent						
PPO 750 Plan	21,014	$132,772,190	$66,349,213	20,410	$26,545,090	$16,112,512
PPO 1250 Plan	32,592	$122,623,120	$50,758,546	30,467	$24,981,706	$12,146,341
HSA Plans	11,421	$31,677,769	$7,986,102	11,332	$5,539,438	$1,776,226
Total	65,027	$287,073,079	$125,093,861	62,210	$57,066,235	$30,035,078
Non Medicare Retiree Member						
PPO 750 Plan	1,657	$19,218,239	$9,700,330	1,621	$3,205,558	$3,215,594
PPO 1250 Plan	3,398	$21,422,498	$9,817,599	3,370	$4,350,837	$2,765,224
HSA Plans	1,135	$4,482,153	$1,832,742	1,183	$818,171	$429,666
Total	6,189	$45,122,891	$21,350,670	6,175	$8,374,566	$6,410,484
Members with Medicare						
PPO 750 Plan	32	$101,107	$168,742	32	$61,043	$9,968
PPO 1250 Plan	168	$170,301	$444,731	216	$26,062	$109,019
HSA Plans	1	$0	$518	2	$0	$0
Medicare Advantage Plan	16,206	$164,922,959	$80,931,145	16,336	$36,811,398	$20,779,851
Total	16,407	$165,194,368	$81,545,135	16,586	$36,898,503	$20,898,838

NOTE: All plans are self-insured with the exception of the group Medicare Advantage Plan which is insured through UnitedHealthcare. All pharmacy costs are self-insured.

Public Entity

Incurred Plan Year	Jan 2021 - Dec 2021			Jan 2022 - Mar 2022 (paid thru June)		
	Average No. of Members	Net Pay Med	Net Pay Rx	Average No. of Members	Net Pay Med	Net Pay Rx
PPO 750 Plan	466	$2,850,840	$776,180	495	$646,416	$185,366
PPO 1250 Plan	677	$2,834,702	$1,098,939	685	$853,977	$354,775
HSA Plans	18	$140,462	$1,547	33	$2,977	$477
Total	1,161	$5,826,003	$1,876,666	1,212	$1,503,370	$540,618

Exhibit A - Pricing Page

1. **Pricing**
   - **1.1** The bidder shall state a pricing arrangement to be provided in accordance with the terms and conditions of the RFP, as amended.
   - **1.2** The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2 and 3 (CY2024 and 2025) will not exceed the pricing arrangements provided by the bidder on this Exhibit A. Years 2 and 3 (CY2024 and 2025) are renewable at the sole option of MCHCP.
   - **1.3** Pricing for Year 4 (CY2026) and Year 5 (CY2027) will be negotiated.
   - **1.4** Offeror must provide a firm fixed price for performing those core activities cited in Section B.4.1, as amended.
   - **1.5** Reasonable costs for travel and incidentals, limited to CONUS rates, shall be billed separately, and invoices must include all appropriate receipts.

2. **Core Services**
   - **2.1** The bidder shall complete the following grid, stating the number of hours needed to complete the core projects outlined in Section B4.1, as well as the hourly charge for each staff member responsible.

Core Project Bid Sheet & Not to Exceed Price

		2023			2024			2025		
Team Member's Name	Staff Level Title	Total Hours Year 1	Hourly Rate Year 1	Total Cost Year 1	Total Hours Year 2	Hourly Rate Year 2	Total Cost Year 2	Total Hours Year 3	Hourly Rate Year 3	Total Cost Year 3
Total Not to Exceed Price:										

3. **Additional Projects**
   - **3.1** The following schedule of hourly rates and commensurate titles shall be used by the bidder throughout the duration of the contract for payment and billing for those projects listed in Section B.4.2. The hourly rates for CY2023 shall be a firm fixed rate with not to exceed hourly rates provided for CY2024 and CY2025. Hourly rates for CY2026 and CY2027 will be negotiated.

Hourly Rate for Non-Core Special Projects

Title	CY 2023	CY 2024	CY 2025

Authorized Signature _____ Title and Company _____ Date _____

EXHIBIT B
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2023 MCHCP ACTUARIAL AND HEALTH PLAN MANAGEMENT CONSULTING 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
2023 MCHCP ACTUARIAL AND HEALTH PLAN MANAGEMENT CONSULTING RFP

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

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

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

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

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

Date

Exhibit D

Documentation of Intent to Participate
2023 MCHCP Actuarial and Health Plan Management Consulting Services RFP

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Name of Organization: _____
(Name of MBE, WBE)

Contact Name:		Email:	
Address:		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
Type of Organization (MBE or WBE):		Certification Expiration Date:	(or attach copy of certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____
_____
_____
_____

Authorized Signature:

_____ _____
Authorized Signature of Participating Organization (MBE, WBE) | *Date (Dated no earlier than the RFP issuance date)*

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Vendor Name. (hereinafter "Business Associate") is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the 2023 Actuary Consulting Services RFP ("RFP") and under Contract *#23-ACS-01*, as renewed and amended, (hereinafter the "Contract").

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

1 Purpose.

The Contract is for the purpose of performing actuary and consulting services on behalf of MCHCP.

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

2 Definitions.

2.1 For purposes of this Agreement:

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

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

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

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

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

2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.

2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 Obligations and Activities of Business Associate.

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.

3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

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

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

SAMPLE

3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.

3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

- MCHCP's Security Officer → currently, Brad Kifer, (573) 526-2858 Brad.Kifer@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

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

3.4.3 The notice shall include to the fullest extent possible:

a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;

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

e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;

f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;

g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);

SAMPLE

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

i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and

j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

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

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

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

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

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

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such

SAMPLE

request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:

3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.

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

3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

SAMPLE

3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7) business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.

3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.

3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.

3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.

3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

SAMPLE

4 Permitted Uses and Disclosures of PHI by Business Associate.

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

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

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

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

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

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

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

SAMPLE

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

a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or

b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

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

5 Obligations of MCHCP

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

SAMPLE

6 Term and Termination, Expiration, or Cancellation.

6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.

6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

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

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

SAMPLE

7 Miscellaneous

7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

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

7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.

7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.

7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

SAMPLE

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	**Company**
By: _____	By: _ _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

SAMPLE

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

CONTRACT BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND ACTUARY COMPANY

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Actuary Company (hereinafter "AC" or "Contractor") for the express purpose of providing actuarial and health plan management consulting services for MCHCP as described in this contract.

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period one year from January 1, 2023 through December 31, 2023. 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 calendar year period (January 1, 2023 through December 31, 2023) is a firm, fixed price. The submitted prices for the first and second one-year renewal periods (January 1, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025) are guaranteed not-to-exceed prices and are subject to negotiation. Pricing arrangements for the last two one-year renewal periods of the Contract (January 1, 2026 through December 31, 2026 and January 1, 2027 through December 31, 2027, respectively) will be negotiated. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

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

a. Any future written and duly executed renewal proposals or amendments to this Contract;

b. This written Contract signed by the parties;

c. The following Exhibits listed in this subsection below and attached hereto, After being duly executed by both parties:

   i. Exhibit 1 - Pricing Pages
   ii. Exhibit 2 - Contractor Certification
   iii. Exhibit 3 – Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

- AC is an established company that provides actuarial and health plan management consulting services for self-insured health plans and/or employers.
- AC, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, AC's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- AC has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- AC has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, AC currently has the capability to perform in accordance with the terms and conditions of this Contract.
- AC has also reviewed and understands the risks associated with providing actuarial and health plan management consultant services for a self-insured health benefits program as described in the RFP, including the risk of non-appropriation of state funds.

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

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

1.11 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the

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requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by AC's or its subcontractors' employees.

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

1.13 Independent Contractor: AC 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, AC hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. AC assumes sole and full responsibility for its acts and the acts of its personnel.

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

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

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

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

1.17 No Increase in Charges: All prices are fixed firm rates once negotiated and mutually agreed upon.

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

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

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

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

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

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

2 AC's Obligations

2.1 Confidentiality: AC 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 AC except as authorized by MCHCP, either during the period of this Contract or thereafter. AC must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by AC. On the termination or expiration of this Contract, AC 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. AC may retain archival copies of confidential data in accordance with its record retention policies and procedures with respect to back-up media for which selective deletion of files or data is not feasible and in order to enable AC to comply with its professional standards requirements and substantiate its work in the event of a dispute.

2.2 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. AC 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. AC 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. AC agrees that any and all subcontracts entered into by AC for the purpose of meeting the requirements of this Contract are the responsibility of AC. MCHCP will hold AC responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. AC must provide complete information regarding each subcontractor used by AC to meet the requirements of this Contract.

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

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

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

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

2.4 Off-shore Services: All services under this Contract shall be performed within the United States. AC 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 AC being in breach of this Contract.

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

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

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

2.6.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, AC 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, AC agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.6.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA): AC shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, applicable to AC's provision of services including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

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

2.6.5 Genetic Information Nondiscrimination Act of 2008: Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended, to the extent that the GINA is applicable to AC's provision of services under this contract.

2.7 Indemnification: AC 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 AC's, AC's employees, or AC's associate or any associate's or subcontractor's failure to comply with section 2.6 of this contract.

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

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

2.10 Insurance and Liability: AC 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. AC 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. AC shall bear the risk of any loss or damage to any personal property in which AC holds title.

2.11 Hold Harmless: AC shall hold MCHCP harmless from an 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 AC or AC's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance AC may carry which provides for indemnification for any loss or damage of property in AC's custody and control, where such loss or destruction is to MCHCP's property. AC shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

2.12 Assignment: AC 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 AC made without prior written consent of MCHCP. Notwithstanding the foregoing, AC may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that AC 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 limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in AC 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 AC 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 AC, following which AC's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. AC shall give MCHCP written notice of any such change of name.

2.13 Patent, Copyright, and Trademark Indemnity: AC 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

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federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. AC 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 AC's written request, it shall be at AC's expense, but the responsibility for such expense shall be only that within AC's written authorization. AC shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that AC 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 AC in such suit or proceeding are held to constitute infringement and the use is enjoined, AC shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If AC is unable to do any of the preceding, AC 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 AC under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of AC without its written consent.

2.14 Compensation/Expenses: AC 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. AC shall be compensated only for work performed to the satisfaction of MCHCP. AC shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

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

2.16 Tax Payments: AC 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 AC.

2.17 Conflicts of Interest: AC shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of

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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, AC 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.

2.18 Minority Participation: Will insert any minority participation from bid into the contract terms.

3 MCHCP'S OBLIGATIONS

3.1 Payment: MCHCP shall promptly pay all monies due AC in a timely manner. MCHCP will submit payment to AC within ten (10) days of receipt and approval of the physical (hard copy) invoice, Payment will be made via automatic clearing house (ACH). MCHCP shall have a grace period of 10 days for payment. MCHCP shall put forth reasonable efforts to make payment by the required payment date.

AC shall submit the invoice electronically in an Excel-compatible format with a hard copy provided via mail. In order for MCHCP to monitor project hours, the invoice shall be divided by project with hours worked and amount invoiced by each individual included in the project.

Payment shall not be construed by AC as acceptance of the service performed by AC. MCHCP reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. AC agrees that MCHCP may set off the amount of any obligation of AC or its subsidiaries to MCHCP against any payments due AC under any contract with MCHCP.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

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

4.2 Financial Record Audit and Retention: AC shall make the audit documentation, including, but not limited to, all work papers and reports ("audit documentation"), available upon request to MCHCP and to representatives of federal and state agencies providing direct or indirect funding or for law enforcement purposes. AC agrees to retain the audit documentation for this engagement for a period of seven years, unless AC is notified in writing by MCHCP to extend the retention period. In addition, any audit documentation that is subject to litigation shall be kept for one year following termination of litigation including all appeals, if the litigation exceeds seven years. Any audit shall be subject to reasonable security and

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confidentiality restrictions. Any third party performing any audit may be required to sign and enter into an appropriate confidentiality agreement with AC.

4.3 Ownership: All data developed or accumulated by AC under this Contract that is exclusively relevant or confidential to MCHCP, shall be owned by MCHCP. AC 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. The IP rights in all other work product and materials created or otherwise generated by AC prior to or during the course of providing the services, including without limitation, report formatting, standard templates, proprietary models and software developed or used by AC to provide services, shall remain the property of AC. 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.

5 Scope of Work

In accordance with the provisions and requirements of this contract and on behalf of MCHCP, AC shall provide actuarial and health plan consulting services to the Board of Trustees and staff of MCHCP.

5.1 Account Management: AC shall establish and maintain throughout the term of this Contract an account management team that will work directly with MCHCP staff. This team must include but is not limited to a principal consultant (must be partner/executive level), principal actuary, and an actuary with GASB consulting experience and availability of experts in all areas of health benefits, including pharmacy, medical, care management, and health care law.

5.1.1 Approval of the account management team rests with MCHCP. Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without prior approval of MCHCP. Contractor also agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that MCHCP's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. MCHCP agrees that approval will not be unreasonably withheld.

5.1.2 The principal actuary assigned to the MCHCP account must have at least 10 years of experience providing health actuarial and consulting services, at least 5 years of experience in establishing reserve levels and premiums for self-insured programs for at least one client with 90,000 lives, and at least 5 years of experience with at least one self-insured program for a non-federal governmental health plan that is a state employer plan.

5.1.3 The consultant(s) assigned to the MCHCP account must have the appropriate level of credentials and have at least 10 years of experience providing health care consulting services, with one of the consultants being a Doctor of Pharmacy and have at least 5 years of experience providing consulting services to at least one non-federal governmental health plan that is a state employer plan.

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5.1.4 The account management team will deal directly with MCHCP's benefit administration staff. The account management team shall:

5.1.4.1 The account management team shall be extremely responsive and devote the time needed to the account, including being available for ad hoc consultation requests and a minimum of quarterly consultation with MCHCP.

5.1.4.2 AC shall provide MCHCP with a minimum of thirty (30) day advance notice of any material change to its account management and servicing methodology.

5.1.4.3 AC shall provide MCHCP with a minimum of fifteen (15) day advance notice of a personnel change in the contractor's accountment management and servicing team.

5.1.4.4 AC shall allow MCHCP to complete a formal performance evaluation of the assigned account management team on an annual basis.

5.1.4.5 The account management team shall have experience in developing and implementing new and innovative methods of providing health benefits.

5.1.4.6 AC shall have experienced personnel on staff to address medical and pharmacy benefit administration topics, as well as expertise in other areas such as Medicare, care management and premium incentive programs.

5.1.5 AC shall also maintain and provide MCHCP a diverse set of experts in all areas of health benefits, including, but not limited to, health plan design, medical and pharmacy benefit administration, care management programs, premium incentive programs, Medicare Group Advantage Plans, Pharmacy Employer Group Waiver Plans, health care law, commercial and governmental insurance trends nationally and by state especially in the state employee health insurance market, health care contracting trends and best practices, Other Post Employee Benefits (OPEB) and Government Accounting Standards Board (GASB) pronouncements related to health care administration by a non-federal governmental health plan.

5.2 CORE SERVICES: AC agrees that the core services to be provided shall include all of the following:

5.2.1 Review, estimate and certify incurred but not reported (IBNR) reserve levels for each of the MCHCP self-insured plans levels including seasonal and non-seasonality factoring/adjustments (minimum, quarterly of each year)

5.2.2 Develop preliminary premium equivalents for all self-insured products (no later than June 15 of each year) and final premium equivalent rates for all self-insured products (no Later than July 15 of each year).

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5.2.3 Attend, at a minimum, five regular meetings with staff and/or the MCHCP Board of Trustees (June and July meeting of each year, plus three additional meetings to be determined after contract award)

5.2.4 Annual review of premium rate-tier multipliers (April of each year)

5.2.5 Provide trend assumptions to be used for preparation of preliminary and final budget and appropriation request (August and November of each year)

5.2.6 Annual review of plans, including modeling any proposed changes such as plan designs, cost sharing requirements, benefit offerings, legislative mandate, population health initiatives (March 1 to June 1 of each year)

5.2.7 Assist in the development, analysis, and negotiation of requests for proposals for medical and pharmacy administrators as needed including estimating financial impact for each bidder (February 1 – June 15 of each year in which contracts are bid).

5.2.8 Prepare annual GASB 74/75 actuarial valuation related to Other Post Employment Benefits (OPEB (completed by May 1 of each year).

5.2.9 Provide expert testimony for legislative and/or judicial proceeding as requested (up to 3 times per contract year)

5.2.10 Develop premium equivalent rates for MCHCP public entity members; review pricing assumptions and methodology with MCHCP and answer questions related to public entity rates (July 1-August 10 of each year)

5.2.11 Consult on federal and state legislation, judicial rulings and other changes in rules or statutes that may affect MCHCP as needed and issue bulletins outlining potential or emerging impacts to MCHCP.

5.2.12 Consultation by a Doctor of Pharmacy to focus primarily on strategy development, plan design and trend mitigation to assist MCHCP with cost containment on pharmacy spend and to participate in quarterly oversight meetings with the PBM.

5.2.13 Consultation by appropriately credentialed professionals to focus on strategy development, plan design and trend mitigation to assist MCHCP with bending the curve on medical spend

5.2.14 Consultation by appropriately credentialed professionals to focus on strategy development, program design, and research to assist MCHCP with implementing evidenced-based health programs

5.2.15 Consultation by appropriately credentialed professionals to focus on strategy development, program design, research, and ROI calculations to assist MCHCP with administering the on-site clinic

Sample

5.2.16 Consultation by appropriately credentialed professionals to focus on health care law provisions and how those provisions may impact strategy development and plan and program design

5.2.17 Lead the annual market check with MCHCP's contracted pharmacy benefit manager (PBM) including negotiating and soliciting best and final offers. The initial market check offer shall be presented to MCHCP no later than July 15 of each year with the final offer presented no later than August 15 of each year. Review contract amendment resulting from the market check to ensure that terms are as offered and negotiated.

5.2.18 Prepare up to two budget shortfall/surplus analysis annually upon request.

5.2.19 Prepare quarterly estimate of monthly claim costs reflecting expected seasonality experience.

5.2.20 Consultation by appropriately credentialed professionals regarding external audit inquiries during MCHCP's annual external audit, GASB 75 audit or any other regulatory entity review or audit

5.3 Special Projects: Additional possible projects that may be required during this contract period and if required AC will provide a scope of work using the non-core rates as shown in Exhibit A. At the request of and in cooperation with MCHCP, AC shall develop specific goals for each designated special project. AC shall be required to develop a detailed plan of activities for any special project, and the contractor is responsible for providing MCHCP with a complete and detailed budget for each such project. Work on a special project shall not begin until the plan and budget have been completed and approved by the Executive Director of MCHCP. These projects include, but are not limited to:

5.3.1 Consulting on the development of new products and/or programs

5.3.2 Other special projects deemed pertinent to current or emerging needs of MCHCP

5.4 Electronic Transmission Protocols: AC and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

6 CANCELLATION, TERMINATION OR EXPIRATION

This contract will terminate upon full performance of all requirements contained in the Contract, unless extended or terminated sooner under the terms of the contract.

6.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require AC to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

Sample

6.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) AC fails to make delivery of goods or services as specified in this Contract; 2) AC fails to satisfactorily perform the work specified in this Contract; 3) AC fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) AC breaches any provision of this Contract; 5) AC assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of AC. 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, AC 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. AC shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract. AC may terminate the contract if MCHCP is in breach of the contract. Both parties will the breaching party notice and give a reasonable opportunity to cure the default. Unless otherwise agreed upon by the parties, any termination of the contract or a particular statement of work shall terminate all services being provided under the contract or such statement of work, as applicable.

6.3 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract by giving AC thirty (30) days prior notice of termination.

6.4 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

6.5 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose. AC expressly disclaims any warranty of merchantability or fitness for a particular purpose due to the nature of the work as defined in the scope of services.

6.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require AC to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, AC shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Sample

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

Missouri Consolidated Health Care Plan	**Actuary Company.**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Sample

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2023 Actuarial and Health Plan Management Consulting Services
August 29, 2022

These responses are provided by MCHCP to questions received from potential bidders for the 2023 Actuarial and Health Plan Management Consulting Services RFP.

	General	**Response**
1	Under the current contract, does the incumbent utilize minority and/or women business representation?	The incumbent proposed a project to utilize a minority business but MCHCP has not elected to implement the proposed project.

	Exhibit B - Scope of Work	**Response**
1	MCHCP states that pharmacy support is required on a quarterly basis. How often does MCHCP meet with its PBM and would the consultant be asked to participate in a more frequent cadence of meetings, such as monthly?	MCHCP will modify the RFP term to participate in monthly oversight meetings with the PBM.
2	Does MCHCP prefer all meetings to be in person, or do virtual meetings count toward the required meetings?	Meetings can be in person or virtual. Some meetings would be better served in person if the contractor is making a presentation to the Board.

	MBE-WBE Commitment	**Response**
1	If a firm subcontracts 15% to WBE, will this be considered the same as 10% MBE and 5% WBE for purposes of the M/WBE recommendation?	No, unless the WBE is also qualified as an MBE.