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Request for Proposal
For
Banking and Investment Services

Release Date: Friday, April 14, 2023

Due Date: Wednesday, May 10, 2023

1:00 p.m. Central Time (CT)

PROPOSAL SIGNATURE PAGE

PROPOSAL MUST BE RECEIVED NO LATER THAN:
TIME: 1:00 P.M. Central Time (CT) DATE: May 10, 2023

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED FOR AWARD

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

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

Proposals must be mailed to Attn: Stacia G. 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 "Banking and Investment Services RFP – FILING DATE May 10, 2023."

CONTRACT PERIOD: The initial period of this contract shall be for a minimum of one year, January 1, 2024, through December 31, 2024, (initial contract period). The contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Pricing proposals for all periods must comply with the specifications and requirements contained in this RFP.

The bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The bidder must provide an original 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 and E.

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: (_____)_____

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 April 19, 2023, and MCHCP will post written responses on its web site by April 24, 2023. Due to time constraints, there is no guarantee that questions received after April 19, 2023, will be answered. For clarity, cite the section and page number to which the questions pertain. The RFP can be obtained from MCHCP's website, http://www.mchcp.org/biddingOpportunities/index.asp.

A1.2 Schedule of Events

• RFP Release Date	April 14, 2023
• Questions due from potential bidders	April 19, 2023
• MCHCP response to bidder's questions posted on web site	April 24, 2023
• Proposals due to MCHCP (1:00 pm CT)	May 10, 2023
• Proposal evaluations and finalist interviews (if necessary)	May-June, 2023
• RFP award made by MCHCP Board of Trustees	late June, 2023
• Effective date of contract	January 1, 2024

A1.3 This document constitutes a request for sealed proposals from qualified individuals and organizations to perform services in accordance with the terms and conditions set forth herein.

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

A1.4.1 Section A – General Introduction
A1.4.2 Section B – Scope of Work
A1.4.3 Section C – General Provisions
A1.4.4 Section D – Mandatory Contract Provisions
A1.4.5 Section E – Proposal Submission Information
A1.4.6 Section F – Banking and Investment Services Questionnaire
A1.4.7 Section G – Exhibits
- Exhibit A – Pricing Page
- Exhibit B – Bidder's Prior Experience
- Exhibit C – Personnel Staffing
- Exhibit D – Implementation Schedule
- Exhibit E – Proposed Bidder Modifications
- Exhibit F – Contractor Certification
- Exhibit G – MBE/WBE Intent to Participate Document
- Exhibit H – Sample MCHCP Business Associate Agreement
- Attachment 1 – Schedule of Accounts
- Attachment 2 – MCHCP Investment Policy
- Attachment 3 – SRWBT Investment Policy

A1.5 MCHCP desires to contract per the attached specifications. All bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated, and returned (two originals) with the bidder's proposal. Be sure to complete all tabs within the workbook. Other proposal submission requirements are stated throughout this document. There will be no

public openings of submitted RFPs and proposals will remain confidential pursuant to Section 610.021 (12) RSMo.

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. MINIMUM BIDDER REQUIREMENTS – To be considered for contract award, the bidder must meet the following minimum requirements:

A2.1 The bidder must adhere to the instructions in this RFP on preparing and submitting the proposal.

A2.2 The bidder and any subcontractors must have at least ten (10) years' experience with banking and investment services for governmental organizations.

A2.3 The bidder must be either a federal government or state government chartered banking institution and must be federally insured.

A2.4 The bidder must comply with Federal regulation guidelines indicating bidder is well capitalized.

A2.5 The bidder must have sufficient equity capital to hold the balances required by the bidder's proposal. Total balances on deposit with the bidder may not exceed the bidder's equity capital.

A2.6 The bidder has a depository facility in the State of Missouri (not an ATM).

A3. BACKGROUND INFORMATION

A3.1 MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri.

A3.2 MCHCP rules and regulations are in the Missouri Code of State Regulations, Title 22 and can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.

A3.3 MCHCP is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering over 84,000 members (lives). An additional 1,200 non-state local government members are covered through their public entity employer.

A3.4 Any contract awarded from this RFP will become effective January 1, 2024. Contractor agrees that certain tasks must be completed prior to the contract effective date. These tasks include but are not limited to account(s) set-up, file transfer protocols, staff education, necessary banking operations agreements relating to ACH, trusts, investments, etc. No fees shall be incurred or paid until after the contract effective date.

A3.5 Proposals will be accepted from those qualified entities identified in Section B.

A3.6 MCHCP utilizes multiple individual accounts funded by account transfers from a single general Operations Account. Currently, MCHCP uses eight (8) accounts including the Operations Account.

A3.7 Central Bank, located in Jefferson City, MO, is the current contractor. The current contract has been in effect since January 1, 2019, and expires December 31, 2023.

A4. DETAILS OF CURRENT ACCOUNTS

A4.1 The following are descriptions of the primary accounts required by MCHCP. A schedule depicting all the accounts as well as the type and volume of transactions as reported by the current contractor is included as Attachment 1. MCHCP reserves the right to adjust accounts by number and volume based on operational needs.

A4.1.1 Operations Account: The Operations Account is used for the receipt of all employer contributions, employee deductions/contributions, and direct payments of premiums. In addition, all non-claims operational expenses are paid from this account. Automated Clearing House (ACH) functionality is mandatory. Most of the funds are received in two incremental cycles (approximately the 15th and the last working day of the month) and amount to approximately $23M each cycle.

A4.1.2 Medical Claims Payment Accounts: The two Medical Claims Payment Accounts are used for the revenues and expenditures of the MCHCP medical plan program. Monies are account transferred weekly or as necessary from the Operations Account to cover expenditures. Third party administrator(s) (TPA) transmit electronic billing statements to MCHCP personnel in advance of the electronic claim draft initiated by the TPA. MCHCP personnel are responsible for ensuring adequate funds are available in advance of all electronic claims drafts.

A4.1.3 Pharmacy Benefit Manager (PBM) Account: The PBM Account is used for the revenues and expenditures of the MCHCP pharmacy program. Monies are account transferred from the Operations Account to cover expenditures. Twice monthly, MCHCP pays the PBM from the PBM Account for incurred pharmacy claims. These payments are sent via ACH.

A4.1.4 Electronic Payment Account: The Electronic Payment Account is used for the receipt of electronic payments from vendors to MCHCP. This account is swept nightly into the Operations Account.

A4.1.5 Capital Markets Investment Account: The Capital Markets Investment Account is used for short-and long-term investments of MCHCP. A copy of the Missouri Consolidated Health Care Plan Investment Policy is provided as Attachment 2.

A4.1.6 State Retiree Welfare Benefit Trust Investment Account: The State Retiree Welfare Benefit Trust Investment Account is used for short and long term investments of the State Retiree Welfare Benefit Trust (SWRWT) held by MCHCP on behalf of its current and future retired members. A copy of the MCHCP State Retiree Welfare Benefit Trust Investment Policy is provided as Attachment 3.

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 Contractor shall provide banking and investment services for MCHCP pursuant to specifications presented herein.

B1.1.1 The goal of service delivery shall be to maintain accounts necessary to facilitate MCHCP's operation.

B1.1.2 Contractor shall assign an overall account manager to oversee the delivery of services in addition to an account manager for banking and an account manager for investment services.

B1.2 Banking services shall be offered via an online banking solution/system including but not limited to ACH origination, inquiry, stop payments, wire transfers, and full account reconciliation.

B1.3 Contractor shall coordinate with pre-existing service providers to ensure a smooth transition from the incumbent (Central Bank) to the contractor. Banking and investment services must not be interrupted.

B2. SPECIFIC REQUIREMENTS

B2.1 Depository and bank account establishment requirements are as follows:

B2.1.1 Contractor must maintain a commercial banking or trust facility and provide local depository services for deposits received by MCHCP. MCHCP is willing to consider alternative methods of depository services that provide the same security, timeliness, and flexibility.

B2.1.2 Contractor must provide remote deposit services upon MCHCP's readiness including all necessary equipment and or software to prepare and transmit imaged deposits to Contractor that is compliant with Federal Reserve image exchange standards allowing for the deposit of checks and money orders. The system must allow the ability to establish user-defined fields for each payment scanned.

B2.1.3 Contractor shall establish bank accounts in which all deposits processed by Contractor, as well as any subsequent error corrections, adjustments, and return items, shall post.

B2.1.4 Contractor shall provide on-line electronic access through a secure Internet reporting application to the daily ledger balance, collected balance, and all accounts by 7 a.m. CT for the previous day's activity.

B2.1.5 Contractor shall provide the ability to perform same day, online transfers between accounts covered by this contract.

B2.1.6 Contractor shall provide ACH and paper debit blocks and/or filters on any demand deposit accounts (DDAs) established under this contract.

B2.1.7 For physical deposits, Contractor shall provide bank deposit slips in such quantities as are required. Contractor shall provide two (2) locking bank bags to MCHCP at no charge. Two (2) sets of keys are required for each bank bag with one set retained by MCHCP and the other by Contractor.

B2.2 Balance Requirements:

B2.2.1 Contractor agrees that the individual demand accounts may be overdrawn if the combined total balances maintained by MCHCP with Contractor are positive.

B2.2.2 Contractor shall allow negative balances to post on all demand accounts.

B2.2.3 In the event of a potential overdraft on the combined total of state demand accounts held by Contractor, MCHCP will compensate Contractor through the account analysis. An interest charge may post to the account analysis at the rate of interest equal to MCHCP's average overnight repo rate for the day on which the situation occurred.

B2.2.4 Contractor shall not charge for daylight overdrafts.

B2.3 Collateral Requirements:

B2.3.1 Collateral acceptable to MCHCP shall be required on the total of any balances in MCHCP accounts in excess of FDIC insurance coverage.

B2.3.2 Funds in sweep repurchase agreements must be secured by United States Treasury obligations or obligations of United States government agencies or instrumentalities in accordance with Article IV, Section 15 of the Missouri Constitution.

B2.3.3 All products or services offered must be appropriately collateralized or secured in accordance with Missouri law.

B2.3.4 The acceptable collateral listing is located on the Missouri State Treasurer website at http://www.treasurer.mo.gov/link/time.pdf and is subject to change.

B2.4 ACH Requirements:

B2.4.1 Contractor must originate ACH transactions created by MCHCP.

B2.4.2 ACH files will be transferred on an "as needed" basis via web-based transmission from MCHCP and via a secure FTP. ACH files will be one-sided, and Contractor must create offset entries. Contractor must provide same day ACH capabilities and accept e-mail to confirm ACH file totals.

B.2.4.3 Contractor must provide secure internet access allowing manual initiation of ACH transactions.

B2.4.4 Return items must be reported daily by 7:00 a.m. via an Internet online account notification process.

B2.4.5 Incoming ACH receipts must be reported daily by 7:00 a.m. via Internet.

B2.5 Wire Transfer Requirements:

B2.5.1 Contractor must accept and initiate wire transfers.

B2.5.2 Wire transfers must be posted to MCHCP's accounts the day received regardless of time of day and must be available funds.

B2.6 Check Disbursement Requirements:

B2.6.1 Contractor must provide check disbursement services.

B2.6.2 MCHCP's third party administrators must be able to provide daily/weekly files of checks issued, should it become necessary with current or future activity.

B2.6.3 Contractor must provide positive pay services as well as teller positive pay on all accounts.

B2.6.4 MCHCP requires ACH debit filters be placed on the accounts for additional fraud protection. Contractor must allow specific transactions, vendors, or types of activity to be blocked for ACH debits and credits.

B2.6.5 Contractor must provide stop payment services and a stop payment must be good for one (1) year. The contractor shall make verifications upon the request of MCHCP to check on the status of a check and shall issue "stop orders" upon request.

B2.6.6 MCHCP checks shall be considered stale-dated after 180 days. Contractor is required to reject any stale-dated items and make contact with MCHCP to resolve within ten (10) business days.

B2.6.7 Contractor must provide an electronic file of paid checks in Microsoft Excel to MCHCP, should current or future vendors process checks from MCHCP accounts. The file should be submitted electronically to MCHCP within five (5) business days of each month end.

B2.7 Repurchase Agreement Sweep Requirements:

B2.7.1 Contractor must provide an automated repo sweep product.

B2.7.2 Balances in the repo sweep must not be subject to reserve requirements.

B2.7.3 Balances must be fully collateralized.

B2.7.4 Balances swept must be returned to the account the following business day at opening of business.

B.2.7.5 Balances in the sweep will earn the proposed earnings credit rate.

B2.8 Hardware and Software Requirements: All computer hardware and software necessary for interfacing shall be compatible with existing equipment and software at MCHCP.

B2.8.1 MCHCP's core business applications are hosted by virtualized and physical Intel based processor servers running MS Windows Server OS. For file transfer needs, MCHCP

utilizes a Managed File Transfer system supporting a variety of secure FTP protocols. MCHCP's information services are provided by custom built browser applications complimented by Microsoft MS365 end-user licenses.

B2.8.2 Contractor shall provide security tokens or other individual authentication devices which provide strong user authentication for use in secure logins.

B2.9 Safekeeping: To secure the safekeeping of the monies deposited under this contract, Contractor will deposit securities of the kind and character specified in section 103.039, RSMo, and more specifically listed in Appendix B of the Investment Guidelines for Missouri Political Subdivisions (see https://www.treasurer.mo.gov/pdf/Investment_Guide.pdf) which shall be at least equal in market value to 100 percent of the aggregate amount on deposit with Contractor hereunder, less the amount thereof, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund. The securities shall be delivered to, receipted for, and retained by MCHCP or by third party banks, trust companies, or safe depositories that MCHCP approved, at Contractor's expense. Contractor does hereby grant, bargain, convey and pledge a security interest in any and all securities pledged for MCHCP to be held at a designated custodian in accordance with the terms of this contract, and will do all things necessary for MCHCP to perfect its security interest, upon request by MCHCP.

B2.9.1 MCHCP may from time to time inspect the securities or book entry receipts and, if these securities are not satisfactory security for deposits made as provided by law, MCHCP may require additional security to be given that is satisfactory to MCHCP.

B2.9.2 Contractor shall not at any time withdraw any of the securities without the written consent of MCHCP. Once such consent is granted, Contractor shall be permitted to withdraw securities to the extent that the market value of the deposited securities exceeds the amount required under this contract and to withdraw securities upon the delivery of securities and substitution of those withdrawn, provided that such substituted securities shall have a market value equal to or greater than those withdrawn.

B2.10 Disaster Recovery:

B2.10.1 Contractor shall provide offsite disaster recovery support to MCHCP. Should MCHCP be unable to access their physical office location, all services shall be able to be activated through secure remote access.

B2.11 Purchasing Cards:

B2.11.1 Contractor shall provide purchasing card services to MCHCP. MCHCP requires a minimum of forty (40) cards with a maximum of seventy (70).

B2.11.2 Contractor's purchasing card program shall utilize either the VISA or MasterCard system and must utilize a rebate program to provide MCHCP with additional savings.

B2.11.3 The purchasing card program must include all of the following:

- No annual fee.
- 25-day payment grace period.
- 24-hour personal customer service for lost/stolen cards.
- Web-based billing and online account access with consolidated pay statements.
- The ability for MCHCP to place the following limits on cards: merchant restrictions; spending limits; transaction limits; and daily and monthly spending.

B2.12 Health Savings Accounts (HSA):

B2.12.1 MCHCP offers a qualified high deductible health plan with a HSA to its eligible members in accordance with MCHCP regulations. MCHCP currently has 6,540 active employee accounts with the current contractor. Contractor must assist in the transferring of existing HSA funds. Funds are transmitted via ACH to Contractor by MCHCP and must be deposited in member accounts for same day availability. The HSA must include all of the following:

- Online member enrollment
- No maintenance, annual or minimum balance fees
- No minimum balance requirements
- Debit card
- 24-hour access to the account using online banking
- Online bill-pay and mobile banking options
- A dedicated account representative for MCHCP staff
- Call center availability for MCHCP members during working hours (8:00 a.m. – 5:00 p.m. CT)
- E-Statement of account activity
- Investment options, including but not limited to use of an investment representative. Contractor must provide a fee schedule related to investment services and related transaction costs, if applicable.

B2.13 Reporting: Contractor shall provide a report specific to MCHCP's account types as described below:

B2.13.1 Contractor must provide monthly online and hard-copy itemized statements for banking (depository) and investment account services to:

MCHCP
ATTN: Stacia Fischer, Chief Financial Officer
P.O. Box 104355
Jefferson City, MO 65110-4355

B2.13.2 Individual Accounts: Contractor must provide MCHCP with hard copy and online electronic bank statements by the first working day of the month for the previous month containing all activity on the accounts as well as with checks that have cleared the account in numerical sequence.

B2.13.3 Operations Account: Contractor must provide MCHCP with hard copy and online electronic bank statement by the first working day of the month for the previous month

detailing interest accrued, all transfers to and from that account, and any other account activity clearly defined by type and category.

B2.13.4 Contractor must provide access to bank statements online through a secure Internet connection.

B2.13.4.1 The Contractor shall provide MCHCP with access to the contractor's online reporting system so MCHCP can originate internal account transfers, conduct ACH and wire transfers, and view account activity online.

B2.13.4.2 The Contractor shall provide online inquiry, search, and input functions that include:

- By account for the previous eighteen (18) months;
- By specific date or transaction search online; and
- By specific check number/transaction name search online

B2.13.5 Contractor shall provide online access of imaged checks for 18 months and create a secure electronic file of the month's activity on all accounts and any required software to view the images, if necessary. A secure electronic file is necessary for viewing after check images age from online viewing.

B2.13.6 Contractor shall provide MCHCP with monthly reports pertaining to the funds invested pursuant to the Investment Policies adopted by MCHCP. Such reports shall include, but not necessarily be limited to, the following:

- Listing of individual securities held at the end of the reporting period.
- At least annually, realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one year duration that are not intended to be held until maturity in accordance with Governmental Accounting Standards Board (GASB) 31 requirements.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks as agreed upon between the MCHCP Executive Director and Contractor.
- Listing of investments by maturity date.
- Percentage of the total portfolio that each type of investment represents.
- MCHCP may request additional reports during the contract period.

B2.14 Investment Services for Capital Markets:

B2.14.1 Contractor shall presume that during the contract period, MCHCP may migrate funds upon maturities currently contained in the Capital Markets portfolio into the operations accounts of the Plan to secure the daily/weekly claims expenditure needs of the Plan. Contractor shall presume this transition will occur on existing maturity schedules unless the claims expenditure needs of the Plan necessitate a more accelerated schedule.

B2.14.2 Contractor shall invest such funds as directed by the MCHCP Executive Director pursuant to the Capital Market Investment Policy adopted by the MCHCP Board of Trustees until existing Capital Markets instruments mature and migrate to operating accounts and the respective investment rates related to the operating accounts are applied.

B2.14.3 The term “investment portfolio yield” shall be defined as all investment income earned on funds in the investment portfolio other than those monies invested in the overnight repurchase agreement sweep and the State Retiree Welfare Benefit Trust investment Account. Investment income on such investment portfolio funds shall be paid as follows:

B2.14.3.1 All investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. Such investment income shall be posted to the respective accounts on the last business day of the month, without exception.

B2.14.4 In the event that MCHCP’s short-term liquidity needs exceed its available cash on hand, MCHCP may borrow funds from Contractor using the securities in the investment portfolio as collateral to borrow against in the form of reverse repurchase agreements.

B2.15 Investment Services for State Retiree Welfare Benefit Trust (SRWBT):

B2.15.1 Contractor shall invest such funds as directed by the MCHCP Executive Director pursuant to the Retiree Welfare Investment Policy adopted by the MCHCP Board of Trustees. The Retiree Welfare Investment Policy differs from the Capital Markets Investment Policy in that investments are expected to be of longer duration to achieve higher yield results. Examples of investments which could be utilized include equities, exchange traded funds, stocks, index funds, and target date funds.

B2.15.2 The term “investment portfolio yield” shall be defined as all investment income earned on funds in the investment portfolio other than those monies invested in the overnight repurchase agreement sweep and the Capital Markets Investment Account. Investment income on such investment portfolio funds shall be paid as follows:

B2.15.2.1 All investment income will be credited to the State Retiree Welfare Benefit Trust Fund in accordance with generally accepted accounting principles. Such investment income shall be posted to the respective account on the last business day of the month, without exception.

B2.15.3 The assets of this Trust shall be held by Contractor in a trust account pursuant to a trust agreement between MCHCP and Contractor. Contractor shall serve as the trustee.

B2.15.4 The SRWBT is a trust fund containing monies held in trust on behalf of current and future State retirees. The Governmental Accounting Standards Board (GASB) issued two statements, *GASB 74 and 75*, related to accounting and reporting for post-employment benefits other than pensions – OPEB.

B2.16 Investment Services in General:

B2.16.1 Contractor must adhere to Securities Acceptable as Collateral to Secure State Deposits described at https://www.treasurer.mo.gov/link/time.pdf

B2.16.2 Contractor shall assist in the development of the investment policies and the strategy of the investment portfolio. Contractor shall analyze MCHCP cash flows to identify and suggest appropriate investment opportunities and maturities.

B2.16.2.1 Contractor shall monitor and evaluate cash flows and arrange investment maturities as needed to ensure sufficient funds are available for MCHCP expenditures/disbursements in consultation with the MCHCP Executive Director, Chief Financial Officer, or designee(s).

B2.16.3 Contractor shall meet with MCHCP staff to implement these accounts and provide training and subject matter assistance to carry out the performance and financial record keeping of investments.

B2.16.4 Contractor shall meet with MCHCP staff on a quarterly basis to discuss results, review performance, project modeling, and to present economic outlooks. Contractor shall provide economic information that includes, at a minimum, a graphic presentation of leading economic trend factors. Additionally, Contractor shall provide a short narrative explaining current economic conditions and factors contributing to the economic conditions including changes in the economy impacting returns. Annually, Contractor shall submit any recommended changes to the investment plan to the Chief Financial Officer for review and approval by the Board of Trustees. MCHCP reserves the right to amend investment activities, in consultation with Contractor, if cash flow, market conditions, or other circumstances change.

B2.16.5 Contractor shall meet with the MCHCP Board of Trustees upon request to inform and make recommendations regarding investment performance, economic outlooks, and other information as necessary.

B2.16.6 Contractor shall provide online access to reporting for these accounts.

B2.16.7 Contractor shall provide all necessary safekeeping services for these accounts.

B2.16.8 Contractor shall back-test all allocations and project future assets via modeling.

B2.16.9 Contractor shall serve as the custodian of these accounts.

B2.16.10 Contractor shall be responsible for managing and investing the assets in the manner approved by MCHCP and in accordance with the investment policies as prescribed by the Board of Trustees.

B2.17 Payment:

B2.17.1 Contractor shall be compensated for each transaction according to the applicable price for the transaction shown on Exhibit A-1 and Exhibits A-2 and A-3.

B2.17.2 Contractor shall pay MCHCP the resulting rate of interest as adjusted by the basis points shown on Exhibit A-1 on all funds in the overnight repurchase agreement sweep. Such interest paid shall be based on the average rate of interest for the 91-day (13-week) T-Bill auction yield rate for the month previous to the statement month. Interest earned on the funds invested in other securities in compliance with the Investment Policy adopted by MCHCP along with the interest earned from the overnight repurchase agreement sweep shall be applied to the appropriate accounts as identified by MCHCP. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

B2.18 E-Payment Services

B2.18.1 Contractor shall provide E-payment services, such as merchant card, debit card, and other electronic payment processing services, including check conversion in accordance with the provisions and requirements herein. MCHCP's primary interest at the present time is for members' payment of health insurance premium via card or bank account.

B2.18.2 Contractor shall meet all requirements outlined in the Payment Card Industry Data Security Standard (PCI DSS) and Cardholder Information Security Program (CISP). While following the PCI DSS standards the contractor must ensure the system will:

a) Use data encryption while data is in transit.
b) Use data encryption while data is at rest; and
c) Only retain data at rest to the minimum period necessary.

B2.18.3 Contractor shall provide one account manager contact with a backup in the case of absence.

B2.18.4 Contractor shall accept at a minimum, VISA, MasterCard, Discover, debit card and E-Check.

B2.18.5 MCHCP's e-payment services are only allowed via MCHCP's secure website. MCHCP will validate the customer before transferring them to the e-payment site. Part of the process is to have the customer enter the amount to pay on MCHCP's website. This amount and customer-identifying information will be transferred to the e-payment site. Credit card information will be entered only on the contactor's payment site. The contractor shall provide a seamless transition from existing e-payment services for payment, reporting and settlement.

B2.18.6 Contractor shall transmit data files of transaction information daily in a format specified by MCHCP.

B2.18.7 Contractor shall collect a convenience fee, if applicable, from each customer paying by electronic means covered in the contract for processing charges incurred for the transaction. Unless stated in the pricing response in Exhibit A-4, the contractor shall not charge cardholders any other fees for processing the respective transactions. Implementation costs, (equipment, software, etc.,) if applicable, must be included and detailed in Exhibit A-4.

B2.18.8 Contractor shall clearly list and explain the nature of the convenience fee, if applicable, on all applicable payment screens, receipts, and other locations so that customers understand the convenience fee is not a fee assessed, collected, or retained by MCHCP.

B2.18.9 Contractor shall abide by all operating rules and regulations of the card associations, processing networks, and other parties/entities governing the services provided under this contract and shall be liable for any violations of such when procedures are followed established by and in conjunction with the contractor. ACH transactions shall be collected and initiated in accordance with the National Automated Clearing House Associations (NACHA) Rules.

B2.18.10 Contractor's E-payment services shall be available twenty-four (24) hours per day, 365 days per year. Down time for scheduled maintenance shall be communicated to MCHCP in advance, and shall not be between the hours of 5:00 AM and 11:00 PM CT.

B2.18.11 Contractor shall deposit, via ACH credit, amounts due to MCHCP resulting from the settlement of merchant card, debit card, and other electronic payment transactions processed.

B2.18.12 Contractor shall agree and understand that the online reports must sort on and be able to summarize by name, date and time of transaction, date period range, card type, amount of sale, transaction amount with convenience fee assessed and with convenience fee excluded, authorization number, truncated card number, and other additional requirements as required for assistance in daily reconciliation.

B2.18.13 Contractor must obtain real-time or instant authorization from the cardholder's credit/debit card company on each credit/debit card transaction prior to accepting payment.

B2.18.14 Contractor shall issue an on-line confirmation to each customer for each successful transaction with an option for print or email to the customer.

SECTION C
GENERAL 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 **ACH** means Automated Clearing House

C1.2 **Amendment** means a written, official modification to an RFP or to a contract.

C1.3 **Bank** means a financial institution.

C1.4 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.5 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

C1.6 **Check** means any written document instructing a bank to pay money from the payor's account.

C1.7 **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.

C1.8 **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.

C1.9 **Disbursement** means the act of paying out funds.

C1.10 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

C1.11 **FDIC** means the Federal Deposit Insurance Corporation

C1.12 **FTP** means File Transfer Protocol

C1.13 **May** means that a certain feature, component, or action is permissible, but not required.

C1.14 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

C1.15 **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.

C1.16 **Off-shore** means outside of the United States.

C1.17 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.18 **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).

C1.19 **Remote Deposit** means the process of electronically capturing check images and data, transmitting that information for deposit and clearing, and truncating the original paper checks.

C1.20 **Repurchase Agreements** means the sale of a security by a dealer to an investor with an agreement to buy the security back from the investor at a specified time and at a price that will result in a pre-determined yield to the investor.

C1.21 **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.

C1.22 **Shall** has the same meaning as the word must.

C1.23 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.24 **Subscriber** means the person who elects coverage under the plan.

C1.25 **Wire** means a transfer initiated through the FedWire System.

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, or any other RFP-related matter 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, 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 E 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 be able to sign a Business Associate Agreement (BAA) (see Exhibit H) 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.

SECTION D
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 E 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
D1. Term of Contract: The term of this contract is for a period of one (1) year from January 1, 2024 through December 31, 2024. 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, 2024 through December 31, 2024) is a firm, fixed price. The submitted prices for the first one-year renewal period (January 1, 2025 through December 31, 2025) are not-to-exceed prices and are subject to negotiation. Pricing arrangements for the additional three, one-year renewal periods of the contract (January 1, 2026 through December 31, 2026, January 1, 2027, through December 31, 2027, and January 1, 2028 through December 31, 2028 respectively) will be negotiated but must not exceed the percentage increased included in Exhibit A. 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.	
D2. 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.	
D3. 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 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.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D4. 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.	
D5. 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 or 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.	
D6. 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.).	
D7. 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.	
D8. 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.	
D9. Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.	
D10. Independent Contractor: Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D11. 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.	
D12. 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.	
D13. 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.	
D14. 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.	
D15. 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.	
D16. Payment: Upon implementation of the undertaking of this Contract and acceptance by MCHCP, Contractor shall be paid as stated in this Contract.	
D17. 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.	
D18. Solicitation of Members: Contractor 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.	
D19. 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	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
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.	
D20. 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.	
D21. 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.	
D22. 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 listed below.	
D23. 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.	
D24. 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.	
D25. 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.	
D26. Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.	
D27. Genetic Information Nondiscrimination Act of 2008: Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D28. 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 subcontractors of Contractor failure to comply with paragraphs C23, C24, C25, C26, and C27 above.	
D29. 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.	
D30. 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.	
D31. 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.	
D32. 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.	
D33. Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D34. 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.	
D35. 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.	
D36. 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.	
D37. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D38. 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 of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.	
D39. 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.	
D40. Contractor Expenses: Contractor will pay and will be solely responsible for Contractor's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Contractor will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.	
D41. 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.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D42. Patent, Copyright, and Trademark Indemnity: Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such 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.	
D43. 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.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D44. 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 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.	
D45. 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.	
D46. 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.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
D47. 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.	
D48. 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. In consultation with Contractor, a consultant may be utilized to determine the cost impact.	
D49. Response/Compliance with Audit or Inspection Findings: Contractor must take action to ensure its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include Contractor's delivery to MCHCP, for MCHCP's approval, a corrective action plan that address deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).	
D50. Inspections: Upon notice from MCHCP, Contractor will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to Contractor service locations, facilities or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. Contractor must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.	

ACKNOWLEDGE AND ACCEPT

I have reviewed the Request for Proposal (RFP). I hereby acknowledge and accept all of the provisions, requirements, and conditions stated in this section of the RFP, subject to any modifications, conditions and limitations as defined in Exhibit E. 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 E
PROPOSAL SUBMISSION INFORMATION

E1. SUBMISSION OF PROPOSALS

E1.1 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.

E1.1.1 Specifically, any form containing a signature line and Exhibits A and E must be manually signed and returned as part of the proposal.

E1.1.2 The bidder must provide an original and three (3) copies of their proposal. The bidder must also provide two originals of all signature pages and Exhibits A and E.

E1.1.3 Exhibit F must be completed, signed and returned with the proposal by the proposal due date. Exhibit G, if applicable, must be completed, signed and returned with the proposal by the proposal due date.

E1.1.4 Exhibit H must be reviewed and the bidder provide any suggested red-lined changes to the document using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.

E1.2 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.

E1.3 A signed and submitted proposal assumes that the bidder agrees with all provisions of the RFP unless specifically stated otherwise. Any and all exceptions or proposed deviations by the bidder from the RFP and its requirements must be stated in Exhibit E and submitted with the proposal.

E1.4 Proposals must be valid until December 31, 2023. If a contract is awarded, CY2024 prices shall remain firm.

E1.5 The sealed envelope or container containing a proposal should be clearly marked "**Attn: Stacia Fischer, Banking and Investment Services RFP, Filing Date May 10, 2023**."

E1.6 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.

E1.7 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.

E1.8 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.

E2. CLARIFICATION OF REQUIREMENTS

E2.1 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.

E2.2 Unless otherwise noted, any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and directed by email to rfp@mchcp.org no later than the deadline as indicated on the first page of this RFP. MCHCP will not conduct a bidder's conference.

E2.3 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.

E3. EVALUATION PROCESS

E3.1 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.

E3.2 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.

E3.3 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.

E3.4 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.

E3.5 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by MCHCP. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria		
Cost:		50 points
Transaction Cost	20 points	
Interest Yield	30 points	
Expected Rate of Return from Investment Services		10 points
Experience, Expertise and Reliability		20 points
Proposed Method of Performance		20 points
		100 points

Bonus Points – MBE/WBE Participation Commitment	10 points

MCHCP will limit the number of finalists to the greater of two or all bidders receiving 85 percent (42.5 points) of the possible 50 non-financial points available.

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 85 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) 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, 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 F5 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 G, 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 G, 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 G, 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

E3.6 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, question and answer conferences, references, or any other source, in the evaluation process.

E3.7 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.

E3.8 The bidder is advised that under the provisions of this RFP, MCHCP reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

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

E3.9 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. If an interview is deemed necessary, MCHCP intends to interview the finalists' key personnel.

E4. CONTRACT AWARD

E4.1 Any award of a contract resulting from this RFP shall be made only by written authorization from MCHCP.

E4.2 The contract shall become effective January 1, 2024. Implementation and all tasks to ensure full operation and smooth transition on January 1, 2024, shall begin immediately upon execution of the contract.

E5. PRICING – All worksheets in Exhibit A must be completed.

E5.1 The bidder must submit firm, fixed prices for each transaction listed on, and in accordance with, Exhibit A-1 for the initial contract period and the second year (CY2025) renewal. The third through fifth contract years shall be based on an annual percentage increase over the second year (CY2025) pricing. **Additionally, in Exhibit A-1 under 00024, the bidder must quote a firm, fixed number of basis points either above or below the 91-day (13-week) T-Bill yield rate current to the date of the scheduled proposal opening.** All pricing and yield adjustment must be shown on Exhibit A-1 (under tab labeled Years 3-5) for the remaining contract renewal periods. Exhibit A-1 must be completed, signed, and returned (two copies) with the bidder's proposal.

E5.2 The bidder must submit firm, fixed prices listed on Exhibits A-2 and A-3. Such pricing must be firm, fixed prices for the initial and all renewal periods. Exhibits A-2 and A-3 must be completed, signed, and returned (two copies) with the bidder's proposal.

E5.3 Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by MCHCP to be in the best interests of MCHCP.

E5.4 In the evaluation of the bidder's proposal, MCHCP reserves the right to consider the time value of money and any other economic impact factors as deemed appropriate and in the best interests of MCHCP.

E5.5 Bidders may also submit an alternative method of determining the interest rate to be paid on Exhibit A-1. However, a firm, fixed number of basis points either above or below the 91-day (13 week) T-bill yield rate must be quoted as that is a minimum requirement to be compliant with the bid.

E5.6 Bidders may also submit alternative method(s) of pricing on Exhibit A-2. However, Option One must be bid, as that is a minimum requirement to be compliant with the RFP.

E5.7 Cost points, worth a maximum of 50 points, shall be computed in the following manner:

(a) Transaction prices shall be multiplied by the respective volumes for the first through fifth contract periods. All products shall be added together to determine the grand total. Twenty (20) of the 50 cost points shall be awarded for transaction prices. The maximum points shall be prorated on the basis of the lowest grand total price from a responsive bidder.

(b) The basis points quoted by the bidder shall be used in adjusting the 91-day (13-week) coupon equivalent yield rate as published in the Wall Street Journal on the day of the scheduled proposal opening, or the date of publication most recent and previous to the scheduled opening if the "Credit Markets Section" is not published on the date of the proposal opening. This manipulation shall be repeated for all five contract periods. The highest yielding amount of earned interest shall receive a maximum of thirty (30) points. All other yields shall be prorated on the basis of the highest yielding amount.

(c) If the bidder bids an alternative method of determining the interest rate to be paid, such yield rate will also be adjusted based upon the yield rate as published in the Wall Street Journal on the day of the scheduled proposal opening, or the date of publication most recent and previous to the scheduled opening. This manipulation shall be repeated for all five contract periods. Alternative methods will only be evaluated if deemed by MCHCP to be in the best interests of MCHCP. Additionally, MCHCP reserves the right to consider the time value of money and any other economic impact factors as deemed appropriate and in the best interests of MCHCP when evaluating such an alternative proposal.

(d) The bidder's points from procedures "A" and "B" and/or "C" described above shall be added together. Should no bidder receive 50 points, the highest score shall be adjusted to receive 50 points. All other scores shall be proportionally adjusted.

E5.8 The MCHCP Board of Trustees reserves the right to renew the contract for any period beyond the initial contract period. Renewal proposals for each additional period must be submitted by June 1 for the following year's renewal, and must be equal to or better than the proposal submitted on Exhibits A-1, A-2, and A-3. All renewal prices are subject to best and final offer which are subject to negotiation.

E6. BIDDER'S EXPERIENCE AND RELIABILITY

E6.1 Experience and reliability of the bidder's organization is considered in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, as well as documentation of a stable and reliable organization.

E7. EXPERTISE OF BIDDER'S PERSONNEL

E7.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this RFP will be considered in the evaluation. Therefore, the bidder should submit detailed information related to the experience and qualifications of the staff proposed.

E8. PROPOSED METHOD OF PERFORMANCE

E8.1 Proposals will be evaluated based on the bidder's distinctive plan for performing the requirements of this RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the bidder to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

E9. CONFIDENTIALITY AND PROPRIETARY MATERIALS

E9.1 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.

E9.2 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 F
QUESTIONNAIRE – BANKING AND INVESTMENT SERVICES

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.

F1. Experience, Expertise and Reliability – Banking Services

F1.1 Provide the following information related to previous (limited within the last five (5) years) and current contracts which are considered identical or similar to the requirements of this RFP for banking services. This information may be shown on the form attached as Exhibit B to this RFP or in a similar manner.

F1.1.1 Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

F1.1.2 Dates of the contract

F1.1.3 A brief, written description of the specific prior services performed and requirements thereof.

F1.2 Provide a resume including references detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the MCHCP account for banking services. Please designate the following:

Primary contact and the current client load of this person
Primary contact for day-to-day operational issues and the current client load of this person
Primary contact for policy and pricing issues
Provide the daily hours of the above stated contacts
Provide the contact to manage implementation

Exhibit C may be utilized for displaying such information. If staff is not yet hired, provide a detailed description of the required employment qualifications and job description of the positions to be filled, including the type of individual proposed to be hired.

F1.3 Describe your overall disaster recovery plan for banking services.

F1.3.1 Provide a summary of bidder's disaster recovery plan as it relates to the services requested in this RFP.

F1.3.2 Where are off-site facilities for disaster recovery purposes located? City and State is sufficient.

F1.3.3 Where is the hot site for disaster recovery located? City and State is sufficient.

F1.3.4 How quickly can the hot site be implemented in the event of an emergency?

F1.3.5 What location will MCHCP be able to use for offsite disaster recovery? Provide the address and a description of the facility.

F1.3.6 How much advance notice is required if MCHCP needs to utilize offsite support facility?

F1.3.7 Has your company implemented and/or tested your disaster recovery procedure? If so, describe the circumstances and lessons learned.

F1.4 Provide an organizational chart showing the staffing and lines of authority for the key personnel to be used for banking services. The relationship of the project leader to management and to support personnel should be clearly illustrated.

F1.5 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:

F15.1 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.

F1.5.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

F1.5.3 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities, divisions, including Missouri employee statistics).

F1.6 Describe your team's experience with similar work performed for other similar banking services clients.

F1.7 State whether the individuals assigned to the work have any responsibilities other than providing banking services, and if so, specify such responsibilities.

F1.8 Describe your organization's backup procedures in the event that key personnel assigned to banking services in this assignment should leave the organization or become incapacitated.

F1.9 Provide the following information for public sector clients that have terminated your banking services relationship during the past three years:

Company Name
Name of person familiar with your services
Phone
Email address
Number of years working with your organization
Reason for termination

F1.10 Provide any additional information that you believe to be relevant to the RFP and your capability to provide the banking services requested.

F1.11 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

	Company Name	Services Provided	Number of years working with your organization
Company 1			
Company 2			
Company 3			
Company 4			
Company 5			

F2. Experience, Expertise and Reliability – Investment Services

F2.1 Provide the following information related to previous (limited within the last five (5) years) and current contracts which are considered identical or similar to the requirements of this RFP for investment services. This information may be shown on the form attached as Exhibit B to this RFP or in a similar manner.

F2.1.1 Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

F2.1.2 Dates of the contract

F2.1.3 A brief, written description of the specific prior services performed and requirements thereof.

F2.2 Provide a resume including references detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the MCHCP account for investment services. Please designate the following:

Primary contact and the current client load of this person
Primary contact for day-to-day operational issues and the current client load of this person
Primary contact for policy and pricing issues
Provide the daily hours of the above stated contacts
Provide the contact to manage implementation

Exhibit C may be utilized for displaying such information. If staff is not yet hired, provide a detailed description of the required employment qualifications and job description of the positions to be filled, including the type of individual proposed to be hired.

F2.3 Describe your overall disaster recovery plan for investment services.

F2.3.1 Provide a summary of bidder's disaster recovery plan as it relates to the services requested in this RFP.

F2.3.2 Where are off-site facilities for disaster recovery purposes located? City and State is sufficient.

F2.3.3 Where is the hot site for disaster recovery located? City and State is sufficient.

F2.3.4 How quickly can the hot site be implemented in the event of an emergency?

F2.3.5 What location will MCHCP be able to use for offsite disaster recovery? Provide the address and a description of the facility.

F2.3.6 How much advance notice is required if MCHCP needs to utilize offsite support facility?

F2.3.7 Has your company implemented and/or tested your disaster recovery procedure? If so, describe the circumstances and lessons learned.

F2.4 Provide an organizational chart showing the staffing and lines of authority for the key personnel to be used for investment services. The relationship of the project leader to management and to support personnel should be clearly illustrated.

F2.5 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:

F2.5.1 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.

F2.5.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

F2.5.3 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities, divisions, including Missouri employee statistics).

F2.6 Describe your team's experience with similar work performed for other similar institutional investors.

F2.7 State whether the individuals assigned to the work have any responsibilities other than providing investment services, and if so, specify such responsibilities.

F2.8 Describe your organization's backup procedures in the event that key personnel associated with investment services in this assignment should leave the organization or become incapacitated.

F2.9 Describe your organization's capabilities, experience and approach in advising and assisting clients during periods of extreme market volatility.

F2.10 Provide the following information for public sector clients that have terminated your investment consulting relationship during the past three years:

Company Name
Name of person familiar with your services
Phone
Email address
Number of years working with your organization
Reason for termination

F2.11 Provide any additional information that you believe to be relevant to the RFP and your capability to provide the services requested.

F2.12 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

	Company Name	Services Provided	Number of years working with your organization
Company 1			
Company 2			
Company 3			
Company 4			
Company 5			

F3. Proposed Method of Performance – Banking Services

F3.1 Indicate the location of the facility to be used for local deposits. If the bidder is outside of Jefferson City, the bidder must describe how banking deposits are proposed to be handled.

F3.2 Provide a sequential step-by-step description of the tasks or events that are proposed to accomplish implementation of the Scope of Work related to Banking Services and the number of work hours required to perform the task or event. In addition, specify the personnel who are proposed to perform each task and the number of work hours each person will be working on that particular event. An Implementation Schedule is required to be provided on Exhibit D. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is also encouraged. Describe the onsite support you provide to new and existing clients during implementations.

F3.3 Provide a copy of all agreements and forms the Contractor desires MCHCP to complete and approve to contract for banking services. Acceptance of the Contractor's proposal does not indicate acceptance of the terms of any agreements provided in response to this item.

F3.4 Provide a written narrative which demonstrates the method or manner in which the bidder proposes to satisfy all the requirements of the Scope of Work for banking services. The language of the narrative should be straightforward and limited to fact, solutions to problems, and plans of proposed action.

F3.5 For on-line access (via the Internet) to daily bank statements and other reports, please indicate the length of time such information will be available to MCHCP.

F3.5.1 Please provide examples of banking services reports that will be provided to MCHCP.

F3.6 Can reports for monthly statements and activity reports be downloaded to Microsoft Excel? If so, provide examples.

F3.7 Please provide the hardware or software requirements necessary for MCHCP to access, view and print images of deposited items, deposit tickets, deposit returns and adjustments.

F3.7.1 How soon after deposit can items be viewed online?

F3.8 Are there other value-added services or capabilities in addition to the banking services described in this RFP that you will provide to MCHCP as part of the contract?

F3.9 Describe your current planned enhancements to banking services and technology for the remainder of calendar year 2023 and 2024.

F3.10 Describe any major system changes, acquisitions, or conversions related to banking services. Detail your plans and include the potential impact to MCHCP.

F3.11 Provide examples of screen prints for members and the reporting tool reports available for E-payment services as described in Section B2.18.

F3.12 Provide any required Master Service Agreements necessary for E-payment services as described in Section B2.18.

F4. Proposed Method of Performance – Investment Services

F4.1 Provide a sequential step-by-step description of the tasks or events that are proposed to accomplish implementation of the Scope of Work related to Investment Services and the number of work hours required to perform the task or event. In addition, specify the personnel who are proposed to perform each task and the number of work hours each person will be working on that particular event. An Implementation Schedule is required to be provided on Exhibit D**.** In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is also encouraged. Describe the onsite support you provide to new and existing clients during implementations.

F4.2 Provide a copy of all agreements and forms the Contractor desires MCHCP to complete and approve to contract for investment services. Acceptance of the Contractor's proposal does not indicate acceptance of the terms of any agreements provided in response to this item.

F4.3 Provide an organizational chart showing the staffing and lines of authority for the key personnel to be used for investment services. The relationship of the project leader to management and to support personnel should be clearly illustrated.

F4.4 Provide a written narrative which demonstrates the method or manner in which the bidder proposes to satisfy all the requirements of the Scope of Work for investment services. The language of the narrative should be straightforward and limited to fact, solutions to problems, and plans of proposed action.

F4.5 For on-line access (via the Internet) to investment statements and other reports, please indicate the length of time such information will be available to MCHCP.

F4.5.1 Please provide examples of the investment reports that will be provided to MCHCP.

F4.6 Can reports for monthly investment statements and activity reports be downloaded to Microsoft Excel? If so, provide examples.

F4.7 Are there other value-added investment services or capabilities in addition to the services described in this RFP that you will provide to MCHCP as part of the contract?

F4.8 Describe your current planned enhancements to investment services and technology for the remainder of calendar year 2023 and 2024.

F4.9 Describe any major system changes, acquisitions, or conversions related to investment services. Detail your plans and include the potential impact to MCHCP.

F4.10 Discuss the theory and methodology of the asset allocation modeling. What are the advantages and disadvantages of your model? How do you develop asset class assumptions? Has your model been revised in the last five (5) years? If so, what has changed?

F4.11 Describe your policy for recommending changes to an organization's asset allocation in response to changes in the market environment for investment services.

F4.12 Describe how you manage your advisory role to the board with its supportive role with staff.

F4.13 Explain your organization's position/approach on the use of active versus passive management in the major asset classes for investment services.

F4.14 Describe your methodology for identifying and evaluating new investment opportunities. How do you inform clients regarding new opportunities and changes to previous recommendations?

F4.15 Describe your approach to the analysis of applicable legal parameters/restrictions under which MCHCP must operate for investment services.

F4.16 Describe your approach to the development of an investment policy statement.

F4.17 Describe your process for maintaining a continuous review of investment policies.

F4.18 Provide a sample performance report that is representative of the report you would produce monthly/quarterly.

F4.19 What period of time is required to prepare reports after the end of each quarter?

F4.20 Give a brief overview of the hardware and software systems used in the production of investment performance reports.

F4.21 Do you offer training of plan fiduciaries and staff as it relates to their investment responsibilities? If so, describe the type of training available and the qualifications of the individuals assigned to conduct the training.

F4.22 Provide the following credit and financial information:

F4.22.1 Net equity capital

F4.22.2 Your organization's rating as determined by a Nationally Recognized Statistical Ratings Organization (NRSRO), as defined by the Securities and Exchange Commission. If a rating is not available, indicate not rated.

F4.22.3 Provide details with respect to significant litigation against your institution for the last (10) years and significant regulatory actions taken or pending that will impact your organization or this contract.

F4.23 Describe how bidder will establish and maintain security safeguards and procedures of all data obtained.

F5. 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 G 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.

F5.1 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			

F5.2 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			

Activity of MCHCP Accounts for January, 2023

Average Balance for January, 2023: $165,429,116.28

MCHCP MEDICAL OPERATIONS	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	132	732
Checks & Other Debits	281	1,245
Items Deposited	695	7,802
Local Items Deposited	46	630
Return of Deposit Items	1	8
BusinessLink ACH File Fee	24	283
BusinessLink Services	1	12
BusinessLink ACH Item Fee	239	2,782
BusinessLink Wire Out	0	1
BusinessLink ACH Returns	0	9
Stop Payment Order	2	6
Account Reconciliation	128	370
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Check Positive Pay	1	1,237
ACH Positive Pay	1	12
Total	**1,552**	**15,141**

Average Balance for January, 2023: $5,097,762.09

MCHCP PE OPERATIONS	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	26	177
Checks & Other Debits	0	3
Items Deposited	61	751
Local Items Deposited	5	70
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: Please list	0	0
Safekeeping Interest	0	0
Receipt Maintenance	0	0
Check Positive Pay	1	12
ACH Positive Pay	1	12
Total	**95**	**1,037**

Average Balance for January, 2023: $13,921,438.77

MCHCP ANTHEM STATE	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	0	1
Checks & Other Debits	8	95
Items Deposited	0	0
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: Please list		
ACH Positive Pay	1	12
Total	**10**	**120**

Average Balance for January, 2023: $1,784,299.48

MCHCP ANTHEM PUBLIC	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	0	0
Checks & Other Debits	6	59
Items Deposited	0	0
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: Please list	0	0
Same-Day ACH	0	0
Unauthorized ACH Return	0	0
Reclear	0	0
Total	**7**	**71**

Average Balance for January, 2023: $10,101,157.25

MCHCP BENEFIT MANAGER ACCOUNT	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	4	10
Checks & Other Debits	4	28
Items Deposited	2	14
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Check Positive Pay	1	12
ACH Positive Pay	1	12
Total	**13**	**88**

Average Balance for January, 2023: $0

MCHCP ELECTRONIC PAYMENTS ACCOUNT	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	0	245
Checks & Other Debits	5	52
Items Deposited	0	3
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Check Positive Pay	1	12
ACH Positive Pay	0	0
Total	**7**	**324**

Average Balance for January, 2023: $3,426,121.09

MCHCP OPEB PAYMENTS ACCOUNT **NO ACTIVITY FOR 2022 & 2023**	Jan '23 activity/items/files	CY 2022
Maintenance Fee	0	0
Deposits & Other Credits	0	0
Checks & Other Debits	0	0
Items Deposited	0	0
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: Please list	0	0
Draw-Down Wire Out	0	0
Total	**0**	**0**

Average Balance for January, 2023: $5,032,736.69

MCHCP INVESTMENT CLEARING	Jan '23 activity/items/files	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	0	0
Checks & Other Debits	0	0
Items Deposited	0	0
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: Please list	0	0
Image Statement Fee	0	0
Zero Balance Account Fee	0	0
Wire In	0	0
Check Positive Pay	1	12
ACH Positive Pay	1	12
Total	**1**	**36**

Average Balance for January, 2023: $143.81

MCHCP WELLNESS PROGRAM	Jan '23	CY 2022
Maintenance Fee	1	12
Deposits & Other Credits	0	0
Checks & Other Debits	0	4
Items Deposited	0	0
Local Items Deposited	0	0
Return of Deposit Items	0	0
BusinessLink ACH File Fee	0	0
BusinessLink Services	0	0
BusinessLink ACH Item Fee	0	0
BusinessLink Wire Out	0	0
BusinessLink ACH Returns	0	0
Stop Payment Order	0	0
Account Reconciliation	0	0
FDIC Insurance	0	0
Deposited Item Surcharge	0	0
Other: (Please list)	0	0
Image Statement Fee	1	12
ACH Positive Pay	1	12
Total	**3**	**40**

Attachment 2

MISSOURI CONSOLIDATED HEALTH CARE PLAN

Investment Policy

Adopted and Effective December 15, 2005

I. Scope

This policy applies to the investment of Missouri Consolidated Health Care Plan (MCHCP) funds.

1. **Pooling of Funds.** Except for cash in certain restricted and special funds, the MCHCP will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

2. **External Management of Funds.** Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk. This policy only includes investments authorized by the Missouri State Treasurer's Model Investment Policy.

   a. Credit Risk. The MCHCP will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

   - Only authorizing investment types approved by the Missouri State Treasurer's Office;
   - Limiting investments to the safest types of securities; and
   - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

   b. Interest Rate Risk. The MCHCP will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

   - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations (static liquidity), thereby avoiding the need to sell securities on the open market prior to maturity;
   - Using cash flow modeling to moderate the interest rate risk of the portfolio by reducing any unanticipated security sales which could result in a loss of principal; and
   - Maintaining the operating funds primarily in re-purchase agreements according to the current banking contract. This will be accomplished by:

a) A study of historic cash flows in each individual account;
b) An analysis of the current environment and a projection of the future cash flow requirements;
c) A combination of a) and b) above will result in a baseline number of which excess funds may be invested;
d) The portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity) due to the fact that all possible cash demands cannot be reasonably anticipated; and
e) Using securities as collateral for borrowing short-term funds from Central Bank in the event that cash flow needs exceed balances (reverse repurchase agreement) as a failsafe procedure.

2. **Liquidity.** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds. Further, MCHCP shall have the ability to borrow against its assets in the investment portfolio at a reasonable cost in order to remain sufficiently liquid.

3. **Yield.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

   - A security with declining credit may be sold early to minimize loss of principal.
   - A security exchange would improve the quality, yield, or target duration in the portfolio; or
   - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence.** The standard of care to be used by investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the MCHCP Executive Director and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

   Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest.** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial

decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the MCHCP.

3. **Delegation of Authority.** Authority to manage the investment program is granted to the MCHCP Executive Director and derived from Chapter 103 of the Revised Statutes of Missouri. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures jointly established by the MCHCP Executive Director and the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

The investment officer shall hold the MCHCP's owned securities on a fiduciary basis in an internal safekeeping system that maintains complete real-time recordkeeping of each security belonging to the MCHCP. This system shall hold the complete security description, the date received/purchased by the MCHCP, cash payments, actual location physical or book entry and other relevant information. Each security owned shall be listed/described as an asset of the MCHCP on the monthly Bank statement provided to the MCHCP. In addition, each time a security is received/purchased/delivered/sold a written confirmation shall be provided to the MCHCP.

The investment officer shall hold securities in a separate account at either the Federal Reserve Bank of St Louis or the Depository Trust Company that includes only customer securities (not owned by the Bank). At all times, securities owned by the MCHCP shall be clearly identifiable as belonging to the MCHCP. The system and its records shall provide for adequate audit of recordkeeping information and shall be audited by both internal/external auditors and bank regulatory agencies on a regular basis. These securities and accounts shall be reconciled on a daily and monthly basis by electronic and manual means and reviewed by the MCHCP personnel as directed by the MCHCP Executive Director.

V. Suitable and Authorized Investments

1. **Investment Types.** In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the MCHCP will consider and which shall be authorized for the investments of funds by the MCHCP. The MCHCP may directly invest in:

a. United States Treasury Securities. The MCHCP may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

b. United States Agency Securities. The MCHCP may invest in obligations issued or guaranteed by any agency of the United States Government as described in V.2.

c. Repurchase Agreements. The MCHCP may invest in contractual agreements between the MCHCP and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

d. Collateralized Public Deposits (certificates of deposit). Instruments issued by financial institutions, which state that specified sums have been deposited for specified periods of time, and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The MCHCP may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.

f. Commercial Paper. The MCHCP may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars ($500,000,000).

2. Security Selection. The following list represents the entire range of United States Agency Securities that the MCHCP will consider and which shall be authorized for the investment of funds by the MCHCP. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

a. U.S. Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.

b. U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.

c. U.S. Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years.

d. U.S. Govt. Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of five (5) years.

e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off of one index that reset at least quarterly. Restricted to coupons with no interim caps that reset at least quarterly.

f. U.S. Govt. Mortgage Backed Securities. Restricted to securities with final maturity of no greater than five (5) years.

3. Investment Restrictions and Prohibited Transactions. To provide for the safety and liquidity of the MCHCP's funds, the investment portfolio will be subject to the following restrictions:

a. Borrowing for investment purposes ("Leverage") is prohibited.

b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is

commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.

c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

d. No more than 5% of the total market value of the portfolio may be invested in bankers' acceptances issued by any one commercial bank and no more than 5% of the total market value of the portfolio may be invested in commercial paper of any one issuer.

4. **Collateralization.** Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 100%.

   For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

   All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

   The MCHCP shall have a *depositary contract and pledge agreement* with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the MCHCP's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

5. **Repurchase Agreements.** The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fedwire book entry system. Securities will be delivered to the MCHCP's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

VI. Investment Parameters

1. **Diversification.** The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:
   a. U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government…… <= 100%

   b. Collateralized time and demand deposits……<= 100%

   c. U.S. Government agencies, including mortgage-backed securities and government sponsored enterprises…….. <= 60%

   d. Collateralized repurchase agreements…….. <= 100%

   e. U.S. Government agency callable securities…….. <= 30%

   f. Commercial Paper…… <= 30%

g. Bankers' Acceptances…….. <= 30%

Maximum Maturities. To the extent possible, the MCHCP shall attempt to match its investments with anticipated cash flow requirements. Investments in bankers' acceptances and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchase. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The weighted average life should not exceed three (3) years and be consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio as determined by the MCHCP should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

1. **Methods.** The MCHCP Executive Director in consultation with the Investment officer shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the MCHCP to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the MCHCP Board of Trustees. The report will include the following:

   - Listing of individual securities held at the end of the reporting period.
   - At least annually, realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) 31 requirements).
   - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks as agreed upon between the MCHCP Executive Director and Investment officer.
   - Listing of investment by maturity date.
   - Percentage of the total portfolio that each type of investment represents.

2. **Performance Standards.** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performances shall be compared on a regular basis.

   Commercial paper and bankers' acceptances will be reviewed monthly by the Investment Manager to determine if the rating level has changed. The commercial paper and bankers' acceptances should be reviewed for possible sale if the securities are downgraded below the minimum acceptable rating levels.

3. **Marking to Market.** The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least monthly. Such market value of the portfolio shall be issued at least annually to the MCHCP Board of Trustees. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy Considerations

1. **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. **Adoption.** This policy shall be adopted by the MCHCP Board of Trustees. The policy shall be reviewed annually by the MCHCP and the investment officer and any recommended changes will be presented by the MCHCP Executive Director to the MCHCP Board of Trustees for consideration.

IX. List of Attachments

The following documents, as applicable, are attached to this policy:

- Securities acceptable as collateral to secure deposits,
- Listing of authorized personnel,
- Relevant investment statutes and ordinances,
- Repurchase agreements and tri-party agreements,
- Safekeeping agreements,
- Wire transfer agreements,
- Current banking contract,
- Sample investment reports, and
- Glossary.

MCHCP STATE RETIREE WELFARE BENEFIT TRUST
Investment Policy
April 28, 2022

I. STATEMENT OF OBJECTIVES AND AUTHORITY

- **Policy Objectives**

  The objective of this policy is to outline acceptable investments State Retiree Welfare Benefit Trust (SRWBT)and provide guidelines for the management of investment securities in the portfolio. The guidelines and management overview process are to be used to design and manage the portfolio based upon the characteristics of the associated obligations. As discussed, the Investment Advisor refers to Central Bank investment personnel.

  The decision making process for the design and management of the portfolio should incorporate some or all of the following factors:

  Types of Risk :
  - Credit Risk
  - Marketability Risk (liquidity)
  - Interest Rate or Market Value Risk
  - Diversity of Assets/Avoidance of Concentration
  - Purchasing Power Risk (Inflation)

  This is a long-term investment and should be managed to achieve a market rate of return based on the asset allocation developed and approved by the Board of Trustees as recommended by the Investment Advisor in consultation with the Executive Director and the Chief Financial Officer.

- **Authority**

  The investment policy & any modifications thereto shall be reviewed annually and updated as necessary to prescribe to the objectives of the SRWBT. The Board of Trustees will have ultimate authority over the supervision of the investment responsibility.

The Chief Financial Officer and Investment Advisor shall plan to meet quarterly or at the discretion of the Chief Financial Officer but no less than once a year. The agenda for the meeting should include the following:

- Review security purchases & sales for the quarter
- Review of investments below policy investment grade
- Review of management reports for the portfolio asset allocation versus benchmarks.
- Review of quarterly rebalancing
- An Economic Outlook
- Proposed investment strategy including asset allocation
- Other Agenda Items deemed appropriate

- **General Portfolio Objectives**

Return:

The return desired by the Board of Trustees is based on the allocation of assets set by this policy statement. The Board of Trustees acknowledges that the portfolio has a long term horizon, and the allocation may adjust to various needs of the system such as liquidity and funding needs. The Chief Financial Officer in consultation with the Board of Trustees may alter the asset allocation to fit the expected actuarial requirements or expected increase in short-term liquidity needs. The goal is to seek competitive investment performance versus appropriate or relative benchmarks. Annually the Chief Financial Officer shall review the actuarial reports with the Investment Advisor.

Benchmarks:

In order to measure the performance of the Investment Advisor, the following indices shall be used (the weighting of the indices and the specific indices may vary over time to reflect the Advisor allocation decisions):

Fixed Income	Bloomberg US Aggregate Bond Index
Cash Equivalents	ICE BofA 0-3 Month US Treasury Bill Index
Equities	- 50% S&P 500 Index
	- 10% Russell 1000 Index (MidCap)
	- 20% Russell 2000 Index (Small Cap)
	- 15% MSCI EAFE World Index
`	- 5% MSCI Emerging Markets Index
Commodities	Bloomberg Commodities TR USD Index

- **Portfolio Constraints**

Legal:

All investments made within the portfolio will comply with the laws of the State of Missouri.

Tax:

There are no tax implications to the State Retiree Welfare Benefit Trust

Time Horizon:

The Portfolio's investment objectives are based on a long-term investment horizon ("Time Horizon") of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Board of Trustees has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

Liquidity:

The portfolio should carry adequate liquidity to meet actuarially estimated cash outflows as defined by the Chief Financial Officer in consultation with the Board of Trustees.

Quality:

All Fixed Income investments must be rated investment grade, BBB or greater at time of original purchase.

II. PERMISSIBLE INVESTMENTS AND TRANSACTIONS

The Investment Advisor may implement this Investment Policy using individual marketable securities, mutual funds, exchange traded funds (ETFs), closed end funds (CEFs) and pre-approved sub advisors (separately managed accounts) in the following categories.

U.S. Treasury Obligations (including Treasury Inflation Protection Securities (TIPs))

U.S. Government Sponsored Enterprises

U.S. Government Sponsored Enterprises Mortgage-Backed Securities (MBS)

Commercial Mortgage-Backed Securities (Rated A or better) (CMBS)

U.S. Government Sponsored Enterprises Collateralized Mortgage Obligations (CMO)

Whole Loan Collateralized Mortgage Obligations (Rated AA or better)

Distributed Underwriting Service (DUS)
Notes, Bonds & Debentures of Domestic Corporations (Rated BBB or better)

Government Money Market Funds

Mutual Funds, Electronically Traded Funds (ETFs) and Closed end Funds (CEF's)

Repurchase & Reverse Repurchase Agreements

Domestic, International, and Emerging Market Equities

- Equity refers to common stock as ownership in a corporation. The equity universe consists of large, mid, and small capitalization stocks from various regions around the globe.
- Equity securities shall mean common & preferred stock or the equivalent (ADRs issues convertible to common stock, etc.).
- REIT's (Real Estate Investment Trust) are considered an Equity security.
- Short Sales (sale of a stock not owned by the seller) are not permitted.
- Investments in non-dollar denominated securities are not permitted
- Investments in American Depository Receipts (ADRs) of common stock of foreign companies listed on one of the major U.S. security exchanges or traded in the national over-the-counter market are permitted.

Direct Indexing (which is a strategy that involves directly purchasing the components of an index at the appropriate weights.)

Commodities

- Commodities will consist of mutual funds, ETFs and CEFs investing in precious metals, such as gold and silver, energy resources, such as oil and natural gas, and

agricultural goods such as wheat. Funds that deal in commodities may use future contracts.

- Mutual funds and ETFs, and CEFs and may be actively or passively managed by nationally recognized investment companies.

III. GENERAL PORTFOLIO GUIDELINES

- The weighted average credit rating of the portfolio should be investment grade BBB or better.

- The allocation of the portfolio should be:

Fixed Income	30% to 70%
Equities	20% to 60%
Commodities	0% to 10%
Cash Equivalents	0% to 10%

- Fixed Income Allocations (of Fixed Income Allocation):

US Treasuries	0% to 60%
Mortgage-Backed Securities	0% to 30%
• Including MBS, CMO, CMBS and DUS	
Corporate Bonds	0% to 40%
Agency Debentures	0% to 50%

- Equity Allocations (of Equity Allocation)

Large Cap	0% to 60%
Mid Cap	0% to 20%
Small Cap	0% to 30%
International	0% to 20%

- Commodity Allocations (of total Portfolio) 0% to 10%

IV. CONTROLS, MONITORING AND REPORTING MECHANISMS

The Investment Adviser will have the duty and responsibility of management overview of the activities of the investment portfolio. The activity of the investment portfolio shall be reported to the MCHCP Chief Financial Officer periodically. Each month, the Investment Advisor will provide staff with accounting reports. Additionally, a summary of portfolio graphs will be provided quarterly.

The Investment Adviser will work as a team to develop formal strategies and recommended asset allocations to meet or exceed the overall return objectives measured against all risks and regulatory factors.

Appropriate Monitoring Controls & Report Processes:

Periodic Chief Financial Officer Review and updates to the Board of Trustees

Regular Investment Advisor Meetings to Evaluate Strategy with the Chief Financial Officer

V. MONITORING OF BELOW INVESTMENT GRADE "BBB" CREDITS

The Investment Adviser will monitor corporate bond holdings that may fall below the ratings threshold for initial purchase.

The Investment Adviser will compile a report to be reviewed by the MCHCP Staff on a regular basis, not to be less than quarterly. These holdings, referred to, as "Below 'BBB' Rated Credits" will be monitored for declines in market value compared to current carrying value.

The Investment Adviser will review the list of "Below Investment Grade Credits" on a regular basis. Some of the criteria to be utilized in the review process will include but are not limited to:

- Credit Ratings
- Equity Price Trends
- Market News

These criteria would be used in the analysis of the retention or disposition decision. The par value of these credits should be limited to 7% of the total market value of the Trust' fixed income holdings. In the event this limit is triggered, the Investment Adviser will make a disposition decision within 90 days.

In order to maintain this discipline, decisions to dispose of impaired credits <u>should not be solely based</u> upon the following factors:

- Maturity considerations
- Holding yield
- Earnings management
- Tax considerations

VI. E QUITY PROCESS

- Exchange Traded Funds (ETFs), Mutual Funds, and Closed End Funds (CEF's)

The Investment Advisor will employ ETF's, Mutual Funds and CEF's (funds) for the equity allocation. The Investment Advisor may also employ individual equities for the Large Cap Position.

The Funds being utilized may be actively managed or passive (index) funds. Index funds by their nature will return the average of the market and therefore be rated "3 Stars" by Morningstar. The Investment Advisor will be responsible for monitoring the funds. Should the Morningstar rating fall below the guideline the fund will be monitored by the Investment Advisor and liquidation will be considered.

The Investment Advisor will regularly monitor the performance of the funds owned by the SRWBT to include not only recent performance, but also the historical returns.

- <u>Individual Equity Holdings (Large Caps)</u>

    1. Independent Analysts' Recommendations

        On a monthly basis the Investment Advisor will review the analysts' recommendations for all current holdings and for those under consideration for inclusion in the portfolio.

        This approach to using independent analysts is based on the belief that these groups are not coming from a "sell side" approach. This approach avoids any conflict of interest which may occur when an analyst touts a credit within the context of an investment banking relationship. The recommendations are buy, sell or hold. The Investment Advisor's approach is to look for a preponderance of opinion.

    2. Technical Analysis

        On a monthly basis the price graph is reviewed for each current and prospective holding. The 200-day moving average is examined for a technical approach to the buy/sell decision.

    3. Fundamental Analysis

        On a monthly basis, Bloomberg analytics is used to produce a relative value analysis for each holding, both current and prospective.

        The metrics currently being utilized are Price/Earnings, Price/Book, Dividend Discount Model, Price/Sales and Free Cash Flow. These metrics are analyzed to look for relative value within an industry group.

4. Buy/Sell Decision

   Generally, we are working from a consensus approach. We are looking for a consensus from the three types of analysis.

   If the analysts' recommendation results in a "Buy" we are looking for confirmation of that from at least one of the other two analyses.

   This approach is applied to current holdings as well those under consideration for inclusion in the portfolio.

5. Portfolio Disciplines

   Generally, the Investment Advisor's approach would be to limit exposure to 4% of the portfolio market value to a single issuer.

   This approach also includes a consideration of sector exposure. The Investment Advisor monitors the sector exposure of the portfolio versus that of the exposure within approximately 10% of the S&P 500 Index exposure.

MCHCP STATE RETIREE WELFARE BENEFIT TRUST

Specific Investment Guidelines by Security Type

U.S. Treasury & Gov't Sponsored Enterprises (GSEs)	Not < 5% of the market value of invested assets.
Mortgage-Backed Securities (MBS), CMO's, & CMBS	Not > 30% of the market value of invested assets.
U.S. Corporate Bonds	Not > 40% of the market value of invested assets. Limited to 2% of the market value of assets in any single issuer
Equities	Not > 60% of the market value of invested assets. Limited to 4% of the market value of invested equity assets in any one credit.
Commodities	Not > 10% of invested assets.

Exhibit A-1
Pricing Page for Banking Services
Years 1-2

The bidder must complete and sign this Exhibit and return it with the bidder's proposal. A firm, fixed price must be submitted for each transaction for the initial and second contract periods, and total guaranteed not-to-exceed prices for the third through fifth periods. Additionally, a firm, fixed number of basis points either above or below the 91-day (13-week) T-Bill yield rate must be quoted for all contract periods. The bidder is cautioned to read Section D of the RFP as it contains the terms relevant to extension of the contract period. In order to determine the maximum potential liability, MCHCP shall consider all extension period prices when evaluating the bidder's cost.

			Initial Contract Period			**Second Contract Period**		
Transaction	Transaction Type	Basis for Payment	Transaction Price per Each	Estimated Quantity	Total Cost	Transaction Price per Each	Estimated Quantity	Total Cost
00001	ACH Debits File Originated	Per Item			$0.00			$0.00
00002	ACH Debits Web Originated	Per Item			$0.00			$0.00
00003	Files Processed	Per File			$0.00			$0.00
00004	ACH Prenotes	Per Item			$0.00			$0.00
00005	ACH Return Items	Per Item			$0.00			$0.00
00006	ACH Notifications of Change	Per Item			$0.00			$0.00
00007	ACH Credits File Originated	Per Item			$0.00			$0.00
00008	ACH Credits Web Originated	Per Item			$0.00			$0.00
00009	Account Maintenance	Per Month per Account			$0.00			$0.00
00010	Account Reconciliation	Per Item			$0.00			$0.00
00011	Positive Pay	Per File			$0.00			$0.00
00012	Issued Checks	Per Check			$0.00			$0.00
00013	Deposited Items Surcharged	Per Item			$0.00			$0.00
00014	Items Deposited Unencoded	Per Item			$0.00			$0.00
00015	Return of Deposit Items *	Per Item			$0.00			$0.00
00016	Stop Payment Orders	Per Order			$0.00			$0.00
00017	Wire Transfers – In/Out	Per Wire Record Sent			$0.00			$0.00
00018	Federal Clearing Notices (Federal Payor Services)	Per Notice			$0.00			$0.00
00019	Deposits	Per Each			$0.00			$0.00
00020	FDIC Insurance				$0.00			$0.00
00021	Draw (Wire Out)	Per Item			$0.00			$0.00
00022	Image Statement Fee	Per Item			$0.00			$0.00
00023	Other (Please List)	Per Item			$0.00			$0.00
	Total				$0.00			$0.00

* For return of deposit items after second (2nd) presentment.

		Initial Contract Period	Second Contract Period
00024	The bidder must quote a firm, fixed number of basis points either above or below the 91-day (13-week) T-Bill yield rate:		
	Basis points ABOVE the 91-day (13-week) T-Bill yield rate	_____	_____
	Basis points BELOW the 91-day (13-week) T-Bill yield rate	_____	_____

00025	The bidder must list any additional charges below. These may include one-time set-up fees or any other costs associated with implementation.			
		Basis for Payment	Initial Contract Period	Second Contract Period
	Other 1 _____	_____	_____	_____
	Other 2 _____	_____	_____	_____
	Other 3 _____	_____	_____	_____

Exhibit A-1 (continued)
Pricing Page for Banking Services
Years 3-5

The bidder must quote a not-to-exceed percentage increase for Years 3-5 of the contract. Percentage increases will apply to each transaction price category, and each increase for Years 3, 4 and 5 will be applied to the 2nd year prices quoted in the tab labeled "Exhibit A-1 (Years 1-2)".

	Year 3	Year 4	Year 5
Not-to-Exceed Percentage Increase			

The bidder must quote a firm, fixed number of basis points either above or below the 91-day (13-week) T-Bill yield rate for Years 3-5 of the contract:

	Year 3	Year 4	Year 5
Basis points ABOVE the 91-day (13-week) T-Bill yield rate			
Basis points BELOW the 91-day (13-week) T-Bill yield rate			

Authorized Signature

Date

Exhibit A-2
Pricing Page for Investment Management for the Capital Markets and Investment Account

The bidder must bid on the following investment management pricing option (Option One) and the Reverse Repurchase Agreements section in order to be compliant with the RFP. However, the bidder may also offer a different investment management pricing option in addition to Option One – Capital Markets. If bidder completes Option Two, then the bidder must also complete the Sample Exercise in order to meet the requirements of the RFP. The Sample Exercise will be utilized by MCHCP in the evaluation of the RFP.

Reverse Repurchase Agreements

Contractor agrees to lend MCHCP such funds at the following rate:

_____

Such interest charged shall be the amount borrowed that day multiplied by the rate and divided by 360. [Example: MCHCP borrows $1,500,000 for one day, and the Rate is 4.0%. ($1,500,000 x 4%) / 360 = $166.67.]

Option One - Capital Markets

1. If the investment portfolio yield is less than the 91-day (13 week) T-bill yield rate, then the full amount of any such investment return shall be applied to the appropriate accounts as identified by MCHCP.
2. If the investment portfolio yield is higher than the 91-day (13 week) T-bill yield rate, then the full amount of any such investment return up to the first _____ basis points over the 91-day (13 week) T-bill yield rate [Price A] shall be applied to the appropriate accounts as identified by MCHCP.
3. If the investment portfolio yield exceeds the 91-day (13 week) T-bill yield rate plus Price A, then:
   (1) Contractor shall earn the first additional ____ basis points [Price B] over Price A; and
   (2) MCHCP shall earn any return above and beyond the 91-day (13 week) T-bill yield rate plus Price C [Price A + Price B = Price C].

Option Two - Capital Markets

Bidders may choose to bid a different investment management pricing option other than Option One - Capital Markets. Bidders that choose to provide an alternative pricing option should detail the offer in an attachment and submit it with the RFP response. The attachment should be clearly labeled "Capital Markets Investment Strategy".

Bidders must also complete the following sample exercise and submit it with your proposal.

Sample Exercise

Assume that the Capital Markets Investment Account has total assets of $80M. Explain your strategies and approach, including asset mix, expected yields, and all transaction costs related to your strategy. Be advised that Capital Markets assets will be utilized for cash management needs should the Plan's claims expenditures require liquidity. Compare your expected yield to Option One and appropriate benchmarks. This exercise should show anticipated transactions for the period of January 1, 2024 through December 31, 2024.

_____ _____
Authorized Signature Date

Exhibit A-3
Pricing Page for Investment Management for the State Retiree Welfare Benefit Trust Investment Account

Bidder must bid on the following investment management pricing option in order to be compliant with the RFP. The bidder must also complete the Sample Exercise in order to meet the requirements of the RFP. The Sample Exercise will be utilized by MCHCP in the evaluation of the RFP.

The Board has currently adopted a moderate approach to investing these funds (33% invested in equities). The bidder must provide a detailed explanation of the proposed investment approach along with all costs incurred by MCHCP or passed along to the trust fund (i.e., all processing, purchasing, redemption, exchange, and/or account fees, etc.). In addition, the bidder must also provide an expected rate of return. In addition the bidder must also provide an expected rate of return including a three-year history of performance with this model.

Bidders must outline their proposed investment strategy in an attachment labeled "Retiree Welfare Benefit Trust Investment Strategy". The Sample Exercise listed below must also be included.

Sample Exercise 1-3

For this exercise, (Exercise 1) assume that the State Retiree Welfare Benefit Trust (SRWBT) Investment Account has total assets of $170 M. Explain your strategies and approach, including asset mix, expected yields, and all transaction costs related to your strategy. Compare your expected yield to appropriate benchmarks. This exercise should show anticipated transactions for the period of January 1, 2024 through December 31, 2024.

For this exercise, (Exercise 2) assume the SRWBT investment account is more actively utilized to pay current retiree claims and investment account balances would require a portion of the investment account (20%) to include shortened maturities to ensure liquidity for claims payments. Explain your strategies and approach, including asset mix, expected yields, and all transaction costs related to your strategy. Compare your expected yield to appropriate benchmarks. This exercise should show anticipated transactions for the period of January 1, 2024 through December 31, 2024.

For this exercise, (Exercise 3) assume the SRWBT investment account functions as in (Exercise 2). Explain your strategies and approach, including asset mix, expected yields, and all transaction costs related to your strategy should the SRWBT investment account balance be reduced due to claims expenditures - From $170M to $100M. This exercise should show anticipated transactions for the period of January 1, 2024 through December 31, 2024.

Authorized Signature _____ Date _____

Exhibit A-4
Pricing Page for E-Payment Services
Years 1-2

If applicable, the bidder must provide the convenience fee for E-payment services in the grid below in the following format:

[ ] % per transaction with the following minimum $ [ ]

	% per transaction	Minimum Fee
Year 1		
Year 2		

The bidder must list any Implementation and/or One-Time Set-up Costs applicable to E-payment services.

	List Service	Basis for Payment	Initial Contract Period	Second Contract Period
Other 1				
Other 2				
Other 3				

Authorized Signature

Date

EXHIBIT B

BIDDER'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

_____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

TYPE OF ORGANIZATION _____

DATES OF CONTRACT _____

DESCRIPTION OF SERVICES PROVIDED _____

_____

_____

_____

==========

PRIOR SERVICES PERFORMED FOR:

_____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

TYPE OF ORGANIZATION _____

DATES OF CONTRACT _____

DESCRIPTION OF SERVICES PROVIDED _____

_____

_____

_____

EXHIBIT C
PERSONNEL STAFFING

Staff member - Background and expertise of personnel

1. _____ _____
(Name) (Title)

Background and Experience

_____

_____

_____

_____

2. _____ _____
(Name) (Title)

Background and Experience

_____

_____

_____

_____

3. _____ _____
(Name) (Title)

Background and Experience

_____

_____

_____

_____

_____

4. _____ _____
(Name) (Title)

Background and Experience

_____

_____

_____

_____

5. _____ _____
(Name) (Title)

Background and Experience

_____

_____

_____

_____

EXHIBIT D

IMPLEMENTATION SCHEDULE

EXHIBIT E
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2024 BANKING AND INVESTMENT 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 F

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2024 MCHCP BANKING AND INVESTMENT SERVICES RFP

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

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

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

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

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

Exhibit G

Documentation of Intent to Participate
2024 Banking and Investment 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 H
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Banking Company. (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 2024 Banking and Investment Services RFP ("RFP") and under Contract *#2024-BFS-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 Banking Services.

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 Banking Company 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 Banking Company.

"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;

SAMPLE

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

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

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

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

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

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

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

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

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

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

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

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 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);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Obligations of MCHCP**.

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

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

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

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

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

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

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

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

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

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

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

7 **Miscellaneous**.

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

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

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

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

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

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

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

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

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Banking and Investment Services RFP
April 24, 2023

These responses are provided by MCHCP to questions received from potential bidders for the 2024 Banking and Investment Services RFP.

	Question	Response
1	We reviewed the documents for Banking and Investment Services and did not see any document that identified the balances in the accounts or in the investments. Did I miss that somewhere or would it be possible for you to provide that to me?	Account activity for January 2023 is referenced in Attachment 1. Investment balances: Capital Markets - $90M, OPEB Investments - $179M.
2	What is the current balance of the MCHCP "Capital Markets" pool as well as the State Retiree Welfare Benefit Trust?	See response to Question 1.
3	What is the current asset management fee schedule of the State Retiree Welfare Benefit Trust? Has this asset management fee schedule been in place unchanged since the beginning of the current contract period?	SRWBT - Portfolio Value - Initial $50M - .33%, Amounts between $50MM-$80MM - .28%, Amounts greater than $80MM - 0.2275%.
4	What is the current fee structure and schedule of the "Capital Markets" pool?	Capital Markets has zero cost for the account including execution, activity reporting, bond accounting, service charges, etc.
5	Is the State Retiree Welfare Benefit Trust managed with an "active" investment approach or a "passive" investment approach?	See Investment Policies for the SRWBT in Attachment 3.
6	What percentage of the State Retiree Welfare Benefit Trust is managed with ETFs and/or mutual funds vs. individual stocks and/or individual bonds? Has the indicated security type structure been in place unchanged since the beginning of the current contract period?	The SRWBT current allocation is a 31% Equity component, 68% fixed income component and 1% to Cash and Cash Equivalents.
7	Will you please provide 3 months of recent merchant credit card statements?	A sample of the merchant credit card reporting is attached.
8	What is your monthly average dollar volumes run through merchant credit card processing?	Information provided on sample merchant card is attached.
9	What is the average ticket size of your merchant transactions?	Information provided on sample merchant card is attached.
10	How many merchant transactions are run each month on average?	Information provided on sample merchant card is attached.
11	What Enterprise Resource Planning (ERP) system software does MCHCP utilize?	MCHCP does not utilize an ERP system.
12	What accounting software does MCHCP utilize?	Microsoft Dynamics SL
13	Are in person card payments accepted?	MCHCP does not accept in-person card payments.
14	How many locations accept merchant credit card, either in-person or online?	Merchant card services are only available online.
15	What is(are) the model(s) of your current credit card terminal?	N/A
16	How are in-person payments reconciled today?	N/A

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Banking and Investment Services RFP
April 24, 2023

	Question	Response
17	Are customers able to pay multiple bills at once in a single payment in-person and online? Please describe.	Merchant card services are only available online.
18	How are billing statements delivered today?	MCHCP accesses statements via an online portal supported by the vendor.
19	Are customers able to view billing statements in the portal?	Once logged on to the payment system, users are able to see amounts due.
20	Describe MCHCP's business continuity plan for payment acceptance including necessary additional equipment required to be provided by the contractor.	No additional equipment would be required by the contractor in the event of service interruption for payment acceptance.
21	Describe the existing equipment and software at MCHCP the contractor must be compatible with.	See B2.8.1 for core business application hosts.
22	Please describe the purchasing card program in greater detail. o Does a logo appear on the card? o Overall credit limit o Average usage (dollars)	Yes - MCHCP logo does appear. Individual credit limits are based upon limits approved by the Executive Director. For the period January - March 2023, purchases averaged approximately $6,800.
23	Will MCHCP consider selecting solutions from multiple offerors if it is your best interest to do so?	MCHCP is anticipating awarding the banking and investment services to one vendor.
24	What does MCHCP appreciate the most about its current arrangement? What could be improved upon?	MCHCP appreciates the excellent customer service and delivery of banking and investment services. The contract is under bid as the existing contract terminates 12-31-2023.

Microsite Report - Sample Reporting for both payment types (Credit Card/e-Check)

Date	Fee Type	Status	Payment Type	Card Type	Fee	Convenience Fee
1/1/2023 1:43:21 PM	Online	Approved	Credit	Visa	$96.00	$2.06
1/2/2023 8:46:34 PM	Online	Approved	Check		$1007.61	$0.50

Actual Microsite Activity January 1 - March 31, 2023

	January	February	March	3 month average
Monthly Credit Card Transactions	$21,588.68	$22,469.76	$24,364.71	$22,807.72
Monthly Check Transactions	$49,021.88	$56,788.78	$49,187.00	$51,665.89
Monthly Total Transactions	$70,610.56	$79,258.54	$73,551.71	$74,473.60
# of Monthly Transactions	168	177	175	173
Average Monthly Transaction Amount	$420.30	$447.79	$420.30	$429.46

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Banking and Investment Services RFP
April 25, 2023

These responses are provided by MCHCP to additional questions received from potential bidders for the 2024 Banking and Investment Services

	Question	Response
1	What is the annual spend on your existing Purchasing Card program?	CY 2022 annual spend - $63,362.
2	Are your existing cards used for travel, procurement or both?	Purchasing cards may be used for approved travel and/or procurement.
3	Can you please describe your existing process for cardholder to reconcile their purchases?	Cardholders must file a monthly log of expenditures with backup documentation for supervisory approval. Approved logs are submitted to Finance for payment to cardholder services.
4	Can you confirm your existing payment or settlement terms?	Please review B2.11.3 for required terms.
5	Can you share your existing rebate grid?	Annual Card Spend in relation to Revenue Share bps Prefund (no cycle): 0-$250 - 0 $251-$24,999 - 35 $25,000-$41,666 - 50 $41,667-$66,666 - 60 $66,667-$124,999 - 70 $125,000-$416,666 - 85 $416,667+ - 100
6	Does MCHCP have a virtual card program for vendor payments through AP? If yes, what is your approximate spend per month or year? If not, would you be willing to share a 12-month vendor payment file for us to analyze potential for virtual card?	MCHCP does not currently utilize a virtual card program.
7	Is MCHCP willing to extend the deadline for proposals?	The deadline for proposals is as stated in the RFP.
8	Can you please provide a full Account Analysis for your peak collection and then one for your peak disbursement period?	For the CY 2022 purchasing card program, monthly expenditures ranged from a low in November of $1,700 to a high of $12,567 in August 2022 (August was 20% of annual spend).

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Banking and Investment Services RFP
May 4, 2023

This response is provided by MCHCP to an additional question received from a potential bidder for the 2024 Banking and Investment Services RFP.

	Question	Response
1	We have a question in preparation for submitting our bid for MCHCP's Banking and Investment Services. Section E1.1 lists it can be mailed or hand-delivered, but the signature page only lists mailing as a suitable delivery option. May we hand-deliver?	Yes, you may hand-deliver your response to the MCHCP office at 832 Weathered Rock Court, Jefferson City, MO.