Missouri Consolidated Health Care Plan
832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110
Phone: 800-701-8881
www.mchcp.org

Judith Muck, *Executive Director*

my health. my choice. myMCHCP

April 30, 2024

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: MCHCP Health Care Decision Support System (DSS) RFP

Missouri Consolidated Health Care Plan (MCHCP) will be working with Optavise, an online request for proposal (RFP) system, in the marketing of the MCHCP Health Care Decision Support System (DSS) RFP. The successful contractor will be required to begin implementation immediately following contract award and to have the system in full production by January 1, 2025.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 88,000 members (lives). An additional 1,200 non-state members are covered through their public entity employer. MCHCP currently has a data warehouse and decision support system in place with Merative which was first implemented in 2003. Because the current contract is expiring in 2024, this RFP is being released.

Proposal

The RFP requests bids for a health care decision support system. The contractor will combine claim, encounter, health assessment, dental, vision, on-site health center, and eligibility data into a single analytically-ready database which gives MCHCP the ability to understand cost and use across its entire membership. The database shall be housed and maintained by the contractor and shall be accessible by MCHCP via a web connection. This must be a product that is currently in use by other clients.

The term of the contract will be three (3) years with an additional five (5) one-year renewal options available at the sole option of the MCHCP Board of Trustees.

Minimum Bidder Requirements

- The bidder must have at least five years' experience in converting and standardizing raw claim, encounter, health assessment, dental, vision, and eligibility data to provide accessible healthcare management information. The contractor must have experience in accepting data from the following plan types: Medical (PPO, HDHP, and Medicare Advantage), PBM, dental, vision, on-site health center, and health assessment vendors.

- The bidder shall currently be providing health care decision support services to at least 2 million (2,000,000) total covered lives in employer organizations.

- The bidder must currently be providing the same or similar tool being proposed to MCHCP to at least three large employers, two of which must have more than 40,000 subscribers and one

which must have at least 50,000 subscribers. One of these employers must be a public sector state employer.

- The bidder must offer this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures.

- The database must be accessible through the web and must be secure.

- The bidder must commit to maintain HIPAA compliance for the life of the contract and as long as the data is maintained by the contractor. The bidder must comply with all state and federal laws and regulations concerning data confidentiality and security.

- Bidders shall not be permitted to increase their proposed costs after submission except with agreement by MCHCP.

- All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of June 11, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the Optavise system). The Intent to Bid is due at 5:00 p.m. CT, Friday, May 24, 2024.

Use of Optavise

During this RFP process you will find Optavise's internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straightforward and user-friendly. Optavise will be contacting you within the next two to three days to establish a contact person from your organization and to set up a training session, if necessary. To assist you in preparing for the online proposal process, we have outlined below some important information about this event.

General Instructions

Your proposal will be submitted over the Internet, through an anonymous online bidding process. Optavise will assign a unique username, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with MCHCP through the application's messaging component, and respond to our online questionnaires. In addition, Optavise will provide a user guide with instructions for setting up your account.

You may wish to have other people in your organization access this online event to assist in the completion of the RFP. Each member of your response team must secure a unique username and password from Optavise by way of a provider contact spreadsheet, emailed directly to you by Optavise. There is no cost to use the Optavise system.

System Training

Optavise offers all participants of an Optavise-hosted event access to their downloadable *User Guides* and *Pre-Recorded Training Sessions*. These guides are located on the homepage of the *vendor-user* view and provide an overview of the application's functionality. We recommend that you and your response team take advantage of this unique opportunity to realize the full benefit of the application. In addition to this self-help option, Optavise's experienced support personnel will offer an application overview via a web-cast session.

Optavise Support is also available Monday through Friday from 8:30 a.m. to 5:00 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for Optavise Support is 800-979-9351. Support can also be reached by e-mail at systemsupport@optavise.com.

Key Event Information

Activity	Timing
Online RFP Released	Monday, May 20, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Friday, May 24, 2024 5 p.m. CT (6 p.m. ET)
Bidder Question Submission Deadline	Friday, May 24, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Thursday, May 30, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Tuesday, June 11, 2024 5 p.m. CT (6 p.m. ET)
Finalist Demonstration/Site Visits (if necessary)	July, 2024
Final Vendor Selection	Late July, 2024

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaugher by phone at 573-526-4922 or by e-mail at tammy.flaugher@mchcp.org.
We look forward to working with you throughout this process.

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Judith Muck, *Executive Director*

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May 31, 2024

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Decision Support System (DSS) Request for Proposal (RFP)

Missouri Consolidated Health Care Plan (MCHCP) is providing a revised timeline for the 2025 Decision Support System (DSS) RFP, as outlined below:

Key Event Information

Online RFP Released	Monday, June 10, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, June 14, 2024 5 p.m. CT (6 p.m. ET)
Question Submission Deadline	Friday, June 14, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Thursday, June 20, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Tuesday, July 2, 2024 5 p.m. CT (6 p.m. ET)
Finalist Presentation (if necessary)	Late July, 2024
Final Vendor Selection/Contract Award	Late August, 2024
Contract Effective Date	January 1, 2025

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaugher by phone at 573-526-4922 or by e-mail at tammy.flaugher@mchcp.org.

Description

	Comments
Data Sources	Listed in Attachment 1
Population	Approximately 90,000 members
Frequency of Updates	Monthly updates from most data sources; 9 times per year for health assessment file
Months of Data in Database	Rolling 60 months
Number of Users	Four internal and two external users. Cost of training all users must be included in pricing.
VDSA Reporting	Preparation and submission of eligibility files to the CMS COBC as described in Exhibit B, Section B4.
Consumer Plan Selection Tool	Development and maintenance of online member application to view claim history and plan choices for open enrollment decision-making process as described in Exhibit B, Section B5.

Pricing Instructions

	Description
Base Fee	The bidder must use "Base Fee" to state the proposed monthly cost for ongoing support and maintenance. These payments will begin in January, 2025 following full system production.
Additional Feeds	The bidder must use "Additional Feeds" to state the proposed one-time cost should an additional or different data feed be added at a future date.
VDSA Reporting	The bidder must use "VDSA Reporting" to state the proposed annual cost for compiling and submitting eligibility data to CMS COBC as described in Exhibit B, Section B4.
Consumer Plan Selection Tool	The bidder must use "Consumer Plan Selection Tool" to state the proposed annual cost for development and maintenance of an online member application to view claim history and plan choices for open enrollment decision-making process as described in Exhibit B, Section B5.
Optional Products/Services	The bidder may state costs for optional standalone services/products not specified in the RFP that may be considered by MCHCP. Indicate the basis for payment (e.g. one time fee, PEPM, per user, per hour, etc.)
Supplemental Pricing	Bidders may use Supplemental Pricing for any additional services that are not included in the base pricing. Additional services may include ad hoc reporting requests, additional analytic support, etc. Indicate the basis for payment (e.g. one time fee, PEPM, per user, per hour, etc.)

Base Fee

	2025	2026	2027	2028	2029
Ongoing Service					

Additional Feeds

	2025	2026	2027	2028	2029
Additional Feeds					

VDSA Reporting

	2025	2026	2027	2028	2029
VDSA Reporting					

Consumer Plan Selection Tool

	2025	2026	2027	2028	2029
Consumer Plan Selection Tool					

Optional Products/Services

	Describe Services	Cost of Service	Basis for Payment
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			

Supplemental Pricing

	Describe Services	Cost of Service	Basis for Payment
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			

Decision Support System Questionnaire

MCHCP requires that you provide concise responses to questions requiring explanation. Please note there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of the questionnaire.

Proprietary Statement

1.1 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 bid file material for review by appointment. Regardless of any claim by the 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 this 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). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Minimum Bidder Requirements

2.1 Confirm your organization has at least five years' experience in converting and standardizing raw claim, encounter, health assessment, dental, vision, and eligibility data to provide accessible healthcare management information. The contractor must have experience in accepting data from the following plan types: Medical (PPO, HDHP, and Medicare Advantage), PBM, dental, vision, on-site health centers, and health assessment vendors.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.2 Confirm your organization currently is providing health care decision support services to at least 2 million (2,000,000) total covered lives in employer organizations.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.3 Confirm your organization is currently providing the same or similar tool being proposed to MCHCP to at least three large employers, two of which must have more than 40,000 subscribers and one which must have at least 50,000 subscribers. One of these employers must be a public sector state employer.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.4 Confirm your organization offers this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.5 Confirm the database is accessible through the web and is secure.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.6 Confirm your commitment to maintain HIPAA compliance for the life of the contract and as long as the data is maintained by the contractor, and confirm compliance with all state and federal laws and regulations concerning data confidentiality and security.

- ◯ Confirmed (please describe)
- ◯ Not confimred (please explain)

2.7 Confirm your organization will not increase your proposed costs after submission except with

agreement by MCHCP.

◯ Confirmed (please describe)

◯ Not confimred (please explain)

Organization Background and Staffing

3.1 Describe any merger or acquisition activity in process or expected in the next two years. Discuss the impact any merger/acquisition may have on the business relationship with MCHCP.

Response

3.2 Describe any peer networking opportunities provided by the vendor along with topics covered that may be of interest to MCHCP.

Opportunity 1

Opportunity 2

Opportunity 3

3.3 How many clients does your company provide Data Warehousing and associated services for?

Number of clients

3.4 What differentiates you from your competitors?

Response

3.5 Complete the following table regarding the team that would be compiled for MCHCP.

	Name	Role in your organization	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Account Management (Primary)								
Account Management (Secondary)								
Implementation (Primary)								
Implementation (Secondary)								
Data Analysis (Primary)								
Data Analysis (Secondary)								

System and General Capabilities

4.1 Confirm that you have uploaded documentation describing the product you are proposing to implement for MCHCP. Describe the product in terms of history, structure, functionality, and capacity. Upload the document to the Reference Files from Vendor section and name the file "Q4.1 Product Description".

◯ Confirmed

◯ Not Confirmed

4.2 How long has the product been in use? How many customers are currently using the product?

Length of time product has been in use (years)

Number of customers currently using product

4.3 How often are new versions of your system released?

Response

4.4 Describe the system update process as new versions are released, including MCHCP's role in the update process. Discuss any resulting disruption, downtime, antiquation of reports, etc.

Response

4.5 Describe the procedure for support, transition, and training when implementing new versions.

Response

4.6 What enhancements and upgrades are included with the license or purchase of the product?

Response

4.7 Describe any content enhancements planned for the next 18 months to your proposed product.

Response

4.8 What is your product development strategy and how is it funded?

Response

4.9 Describe user hardware requirements.

Response

4.10 Describe user software requirements.

Response

4.11 Confirm that all data is integrated for analysis and reporting and is warehoused in one system.

- ◯ Confirmed (please describe)
- ◯ Not confirmed (please explain)

System Features

5.1 Specify the various types of coding used by your system to identify and correlate claim data across programs. Include both generally known coding systems (e.g., ICD, CPT, MDCs) and any internal groupings you have developed to facilitate analysis.

Response

5.2 Describe how your system provides the ability to import lists or datasets.

Response

5.3 Describe how adjustments can be made for differences in population such as age, case mix, severity, and geography. Are these adjustments made automatically?

Response

5.4 Describe your health risk scoring capabilities including type of data elements included and how often they are updated.

Response

5.5 Are these health risk scoring capabilities seamlessly accessible through the same user interface within your decision support system?

- ◯ Yes, please describe
- ◯ No, please explain

5.6 Describe how your product supports each of the features listed below. State whether each function is seamlessly available within the decision support tool.

Plan management

Strategy design

Identification of cost drivers

Measurement of overall program effectiveness

Financial management reporting

Early identification of trends

5.7 Describe your normative data capabilities.

Response

5.8 What specific industry benchmarks are available? Include the number of lives specific to each benchmark.

	Industry	Describe	Number of lives
Benchmark 1			
Benchmark 2			
Benchmark 3			
Benchmark 4			
Benchmark 5			

5.9 What timeframes are available for the benchmarks (check all that apply)?

- ☐ Annual
- ☐ Quarterly
- ☐ Monthly
- ☐ Rolling year
- ☐ Rolling quarter
- ☐ Other

5.10 Does the user have the ability to adjust the benchmarks to enhance comparability (age, gender, geography, etc.)

- ◯ Yes, please describe
- ◯ No, please explain

5.11 Describe your capabilities and methodology for creating episodes of care that integrate inpatient, outpatient and prescription claims.

Response

5.12 Does your system allow users to switch from "paid" data to "incurred" data within reports?

- ◯ Yes, please describe
- ◯ No, please explain

5.13 Is your metadata available in electronic format and embedded within your decision support system?

- ◯ Yes, please describe
- ◯ No, please explain

5.14 Do users have the ability to create distribution reports on your system (e.g. groups of individuals based on net medical payments over a given timeframe)?

- ◯ Yes, please describe
- ◯ No, please explain

5.15 Does your decision support tool automatically inform users of the existence of any report structure problems (e.g. problems that may produce faulty results or report failure) prior to running and saving reports?

- ◯ Yes, please describe
- ◯ No, please explain

5.16 Does your reporting system have the ability to include/exclude based on continuous enrollment (e.g. members with 11 out of 12 most recent months of medical coverage)?

- ◯ Yes, please describe
- ◯ No, please explain

5.17 Does your reporting system provide users the opportunity to build reports based on a defined selection of summarized variables (e.g. identify patients who had more than $25,000 in net payments over the most recent rolling year)?

- ◯ Yes, please describe
- ◯ No, please explain

5.18 Does your system have the ability to report on a specific group of, for example, individuals constrained by a defined set of procedures completed within a defined date range? An example could be to look for frequency of episodes of otitis media occuring within a year prior to tube insertion for individuals under age 18.

- ◯ Yes, please describe
- ◯ No, please explain

Security and User Access

6.1 Describe your processes to ensure the security and confidentiality of MCHCP protected health information contained in your system.

Response

6.2 Describe the roles and qualifications of your privacy and/or security officer.

Response

6.3 How do your employees gain access to MCHCP-specific data?

Response

6.4 Are there different levels of access within your organization?

- ◯ Yes, please describe
- ◯ No, please explain

6.5 How do you set up a user's access to limit the data the user may access?

Response

6.6 Describe your business continuity and disaster recovery plans.

Response

6.7 Describe your data backup and archiving processes to protect the data in your system.

Response

6.8 How is data that ages out of the warehouse (i.e. older than five years) maintained?

Response

6.9 Describe a circumstance and outcome when you had to invoke your disaster recovery plan.

Response

6.10 If, in a subsequent bid process, a new bidder is awarded the contract, how would your company release to MCHCP and/or the new contractor the previously submitted claims data?

Response

6.11 Will there be predictable or unpredictable occasions that MCHCP's DSS utilization will be adversely affected?

Response

6.12 Will MCHCP ever lose the ability to utilize its DSS for reasons such as periodic database maintenance?

Response

6.13 Has your organization had a Statement on Standards for Attestation Engagements (SSAE) audit performed? If so, upload a copy to the Reference Files from Vendor section, and name the file "Q6.13 SSAE Report".

- ◯ Audit performed and report has been uploaded
- ◯ Audit performed and report has not been provided (please explain)
- ◯ Audit not performed (please explain)

Data Consolidation and Quality Review

7.1 Briefly describe your experience collecting data from MCHCP plan vendors specified in Attachment 1.

Response

7.2 Do you have common feeds established with vendors mentioned in Attachment 1?

- ◯ Yes, please describe
- ◯ No, please explain

7.3 Briefly describe your experience providing data extracts to outside parties.

Response

7.4 What format do you require for vendor data feeds? Indicate your desired mode.

Response

7.5 Describe your process for receiving, reviewing and reconciling data received from each vendor to ensure completeness and accuracy.

Response

7.6 Is the data receiving, reviewing and reconciling process 100 percent automated? If not, what portion(s) of the process is automated?

- ◯ Yes, please describe
- ◯ No, please explain

7.7 How do you define "clean" data?

Response

7.8 Does a benchmark level for "clean" data exist before it is loaded into the system?

Response

7.9 What are your minimum standards for data quality?

Response

7.10 How do you resolve conflicts regarding data integrity?

Response

7.11 What proactive strategies are currently in place to detect data integrity issues prior to flawed data being loaded into the system?

Response

7.12 Describe the type of feedback on data quality you provide to the data suppliers and MCHCP.

Response

7.13 Provide a timetable of the monthly upload process from the time a file is received by you until fully operational and available to MCHCP. Are all data sources updated simultaneously?

Response

7.14 How are "unique" fields incorporated into your database? For example, MCHCP may have a unique field in its eligibility file. How would this be incorporated?

Response

7.15 Describe the process used to match enrollment and claims data.

Response

7.16 Do your security procedures create any difficulties in this matching process?

- ◯ Yes, please explain
- ◯ No

7.17 Describe your plans for MCHCP's role in both the initial and subsequent routine data collection and cleaning process.

Response

7.18 Confirm that you have uploaded an actual (blinded) example of a typical data request to a data supplier in the Reference Files from Vendor section. Name the document "Q7.18 Data Request".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Reporting

8.1 The system must provide a multi-dimensional, user-definable analytic reporting utility across business functions using a single integrated system. Confirm that you have uploaded a full description of how your system meets and/or surpasses this requirement to the Reference Files from Vendor section. Name the file "Q8.1 Reporting Utility Description".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

8.2 Confirm that you have uploaded samples of standard reports in the Reference Files from Vendor section and named the file "Q8.2 Sample Standard Reports".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

8.3 Describe ad hoc reporting capabilities and associated costs. On average, what is the delivery time associated with ad hoc reporting requests? Also include any associated costs in the Supplemental Pricing section of the pricing model.

Response

8.4 Confirm your ability to support the following MCHCP reporting needs:

	Confirmed, please	Not confirmed,

	describe	please explain
Account structure for reporting purposes to enable MCHCP to analyze data by agency, work location, geography, employee/retiree status, etc.	☐	☐
Ability to produce reports on any timeframe selected by MCHCP	☐	☐
Analysis on both paid and incurred claim basis	☐	☐
Reporting by demographic characteristics such as age, gender, etc.	☐	☐
Reporting by provider groups and by individual providers	☐	☐
Reporting by place of service	☐	☐
Separate reporting by primary care physicians versus specialists	☐	☐
Assessment of provider network usage	☐	☐
Health plan network discounts	☐	☐
High dollar claim activity (individual claims above MCHCP-specified threshold)	☐	☐
Reserve analysis (paid v. incurred lag)	☐	☐
Year over year, time period over time period trend and PMPM analysis	☐	☐
Analysis of changes in cost due to changes in population demographics	☐	☐
Competitive benchmarking (book of business and industry)	☐	☐
Trend analysis	☐	☐
Risk-assessment	☐	☐
Time windows	☐	☐

8.5 Do you have reporting capabilities that integrate medical and drug data within episodes of care?

○ Yes, please describe

○ No, please explain

8.6 If you answered "Yes" to Question 8.5, please describe what data is integrated and the integration process.

Response

8.7 Describe the system's ability to produce forecasting reports. Specifically, describe your approach to IBNR. Are there differences among types of carriers? Types of claims?

Response

8.8 Will MCHCP have the ability to:

	Yes, please describe	No, please explain
Modify standard reports?	☐	☐
Create new reports using standard reports as templates?	☐	☐
Create new reports from scratch?	☐	☐
Run individual reports at will and on an automated user-defined schedule?	☐	☐
Run groups of reports at will and on an automated user-defined schedule?	☐	☐
Download reports in a manipulatible format (e.g. Excel)?	☐	☐
Save notations in report description, allowing MCHCP to communicate report content for future reference?	☐	☐

Implementation, Training and Client Support

9.1 Confirm you have uploaded in the Reference Files from Vendor section a detailed implementation plan. The implementation plan should assume a January 1, 2025 implementation date. Name the document "Q9.1 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.

- ◯ Confirmed
- ◯ Not Confirmed (please explain)

9.2 Provide a description of your general approach to implementation.

Response

9.3 Describe the factors you believe are most closely associated with successful and unsuccessful implementations.

Successful implementations

Unsuccessful implementations

9.4 Describe in detail any challenges you anticipate arising during implementation and with performing ongoing services described in this RFP.

Response

9.5 What MCHCP resources and support will be required during implementation?

Response

9.6 Describe the process and timetable for training MCHCP users. MCHCP expects to train up to 4 internal and 2 external high level users.

Response

9.7 Has your organization ever transitioned a client from Merative to your company's product? If yes, provide a client reference, including name, company name, phone number and email address.

- ◯ Yes, provide reference information
- ◯ No
- ◯ Not applicable

9.8 Describe the support services you provide following implementation? Include the hours of availability for telephonic support.

Response

9.9 Do you have an online user's website that functions as a resource where power users can search FAQs and/or a knowledge base to find answers prior to seeking assistance from the account team?

- ◯ Yes, please describe
- ◯ No, please explain

9.10 Describe how your clients achieved measurable results, including, but not limited to, return on investment ("ROI")? Please provide relevant descriptions and associated returns.

Response

Analytic Services

10.1 Describe the analytic services available to clients.

Response

10.2 For what percent of clients do you provide analytic services in addition to data management?

Percentage %

10.3 What level of analytic assistance is anticipated in your proposal? How is this expressed, e.g., as a specified number of hours?

Response

10.4 If MCHCP exceeds the level of analytic assistance assumed in your proposal, is there an additional cost? Describe any additional costs in the Supplemental Pricing section of the pricing model.

Response

Voluntary Data Share Agreement (VDSA) Services

11.1 Describe your experience providing the necessary eligibility to the Centers for Medicare and Medicaid (CMS) Coordination of Benefits Contractor (COBC) to receive Medicare entitlement information.

Response

11.2 Provide a current client reference for whom you have provided VDSA reporting services.

Name

Organization

Phone

E-mail

Consumer Plan Selection Tool

12.1 Describe your experience providing a consumer plan selection tool as described in Exhibit B, Section B5.

Response

12.2 Confirm you have uploaded sample screen shots of the consumer plan selection tool you are proposing for MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q12.2 Consumer Plan Selection Tool".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

12.3 Confirm you have uploaded sample reporting that will be provided to demonstrate the effectiveness of the tool to determine if members selected the recommended plan. Upload the file to the Reference Files from Vendor section, and name the file "Q12.3 Consumer Tool Reporting".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Performance Guarantees

Indicate the dollar amount you are willing to put at risk for each instance the stated standard is not met. The offeror must designate a minimum of 5% of the total monthly fees for the implementation standard and 20% of the total monthly fees for the remaining performance standards. The offeror may designate a maximum amount for any one standard.

13.1 Implementation - The following category will be measured following implementation, January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk per day for each business day implementation milestone is missed)	Maximum dollar amount at risk
Contractor will complete each phase of implementation on or before the date listed in the Implementation Plan. A final Implementation Plan will be negotiated with the contractor within 15 days of contract award.		MCHCP will determine if implementation milestones are met		

13.2 Accuracy - The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk for each day beyond 15 business days that error is not corrected)	Maximum dollar amount at risk
Errors identified by MCHCP will be corrected within fifteen (15) business days of notification by MCHCP		MCHCP will monitor adherence to this standard		

13.3 Database updates - The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk for each day beyond 15 calendar days that database is not available)	Maximum dollar amount at risk
Database updates will be available to MCHCP within 15 calendar days of receipt of usable data from data sources		MCHCP will monitor adherence to this standard		

13.4 System availability - The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk for each instance when system is found to be unavailable during stated hours)	Maximum dollar amount at risk
System must be available 99.5 percent of the time between the hours of 7:00 am and 6:00 pm CT. Calculation for percentage of time system is available shall not include those times for which preventive maintenance and system updates are scheduled and for which MCHCP has been notified at least three business days in advance		MCHCP will monitor adherence to this standard		

13.5 System response time - The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk for each month that standard is not met)	Maximum dollar amount at risk
All standard stored on-line reports available from the system must be delivered within 30 seconds of the user request 90 percent of the time, calculated on a monthly basis. The "time to deliver" is to be measured from the last key stroke entered by the requestor to full display of the report at the requestor's workstation.		MCHCP will monitor adherence to this standard		

13.6 User support - routine. The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk per incident)	Maximum dollar amount at risk
Responses to MCHCP user questions will be made within one (1) business day of receipt		MCHCP will monitor adherence to this standard		

13.7 User support - research. The following category will be reported and measured quarterly beginning January, 2025.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk per incident)	Maximum dollar amount at risk
Responses to MCHCP user questions that require research will be made within three (3) business days of receipt		MCHCP will monitor adherence to this standard		

13.8 Turnover plan - The following category will be reported and measured at contract termination.

	Will you guarantee this standard (Yes or No)	Measurement process	Fees at risk (state as flat dollar amount at risk per business day for each day the turnover plan is not provided)	Maximum dollar amount at risk
Within six months prior to end of contract, contractor shall prepare and submit turnover work plan within 30 days of notification of contract termination, as described in Exhibit B, Section B3.2		MCHCP will monitor adherence to this standard		

13.9 Describe any additional guarantees you will offer to MCHCP.

	Describe guarantee	Measurement process	Amount at risk	Maximum amount at risk
Guarantee 1				
Guarantee 2				
Guarantee 3				
Guarantee 4				
Guarantee 5				

MBE-WBE Participation Committment

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 A-5 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman 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.

14.1 MBE Participation Committment 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		%	
Company 4		%	

Total MBE Percentage		%	

14.2 WBE Participation Committment 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		%	
Company 4		%	
Total WBE Percentage		%	

References

15.1 Provide three references for current customers that would be similar in size and scope to MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Company 1	Company 2	Company 3
Company Name			
Number of Employees			
Implementation Date			
Services Provided			
Contact Name			
Title			
Email			
Telephone Number			

15.2 Provide references for two clients who have terminated your services. If possible use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Terminated Client #1	Terminated Client #2
Name or Industry		
Services provided by your organization		
Number of employees		
Number of years working with your organization		
Reason for termination of relationship		

Scope of Work

16.1 Confirm you agree witth the Purpose as stated in Exhibit B, Section B1.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.2 Confirm you will meet the Implementation requirements as stated in Exhibit B, Section B2.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.3 Confirm you agree with the Rights in Data/Turnover Requirements stated in Exhibit B, Section B3.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.4 Confirm you will meet the Voluntary Data Share Agreement (VDSA) Services requirements as stated in Exhibit B, Section B4.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.5 Confirm you will meet the Consumer Plan Selection Tool requirements as stated in Exhibit B, Section B5.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.6 Confirm you will meet the Electronic Transmission Protocols as described in Exhibit B, Section B6.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.7 Confirm you agree to the Payment Terms outlined in Exhibit B, Section B7.

- ○ Confirmed
- ○ Not confirmed (please explain)

16.8 Confirm you agree with the Renewal and Termination of Contract provisions outlined in Exhibit B, Section B8.

- ○ Confirmed
- ○ Not confirmed (please explain)

Attachment checklist

17.1 Confirm the following have been provided with your proposal. A check mark below indicates the document has been uploaded to the Reference Files from Vendor section.

- ☐ Q4.1 Product description
- ☐ Q6.13 SSAE report
- ☐ Q7.18 Data request
- ☐ Q8.1 Reporting utility description
- ☐ Q8.2 Sample standard reports
- ☐ Q9.1 Implementation plan
- ☐ Q12.2 Consumer plan selection tool
- ☐ Q12.3 Consumer tool reporting

Introduction

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 88,000 members (lives). An additional 1,200 non-state local government members are covered through their public entity employer.

This document constitutes a request for sealed proposals from qualified organizations to provide the services listed below. MCHCP intends to award one contract to the bidder who can provide all the following services:

- Health Care Decision Support System (DSS) – The contractor will combine medical, pharmacy, dental, and vision claims, as well as on-site health center encounters, health risk assessment data, eligibility data, and any future data as needed into a single analytically-ready database accessible by MCHCP via a secure web connection.

- Consumer Plan Selection Tool – The contractor shall provide, at the option of MCHCP, an online application that enables members to view historic claims cost and utilization information for themselves and their dependents and to incorporate that information to compare available plan choices to support the open enrollment decision-making process. The system must also support new members during open enrollment and new members added throughout the year, to estimate their future costs so those without historical claims experience can also compare plan choices. The system must be accessible through single sign-on from MCHCP's website.

- Voluntary Data Share Agreement (VDSA) Reporting – The contractor shall provide, at the option of MCHCP, a service whereby the contractor enters into a VDSA with the Centers for Medicare & Medicaid Services (CMS) in order to conduct monthly data matching for Medicare eligibility and to transmit results to MCHCP.

MCHCP currently has a DSS contract in place with Merative. The current contract has been in effect for eight years and expires December 31, 2024. MCHCP has contracted with Merative since 2003.

MCHCP desires to contract per the attached specifications. Proposal submission requirements are stated throughout this document. There will be no public openings of submitted bids and proposals will remain confidential until such time as designated by the MCHCP Board of Trustees or its designee.

Minimum Bidder Requirements

- The bidder must have at least five years' experience in converting and standardizing raw claim, encounter, health assessment, dental, vision, and eligibility data to provide accessible healthcare management information. The contractor must have experience in accepting data from the following plan types: Medical (PPO, HDHP, and Medicare Advantage), PBM, dental, vision, onsite health center, and health assessment vendors.

- The bidder shall currently be providing health care decision support services to at least 2 million (2,000,000) total covered lives in employer organizations.

- The bidder must currently be providing the same or similar tool being proposed to MCHCP to at least three large employers, two of which must have more than 40,000 subscribers and one which

must have at least 50,000 subscribers. One of these employers must be a public sector state employer.

- The bidder must offer this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures.

- The database must be accessible through the web and must be secure.

- The bidder must commit to maintain HIPAA compliance for the life of the contract and as long as the data is maintained by the contractor. The bidder must comply with all state and federal laws and regulations concerning data confidentiality and security.

- Bidders shall not be permitted to increase their proposed costs after submission except with agreement by MCHCP.

- All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of July 2, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

Background Information

Missouri Consolidated Health Care Plan (MCHCP) is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri (RSMo). Under the law, MCHCP is directed to procure health care benefits for most state employees. The law also authorizes non-state public entities to participate in the plan. Rules and regulations governing the plan can be found by following this link: http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.

MCHCP currently contracts with Merative for a data warehouse and decision support system.

Current state health plan membership is over 88,000 covered persons. Total health benefit costs for 2025 are projected to be over $600 million.

Current total public entity membership is over 1,200 covered persons. Total health benefit costs for 2025 are projected to be over $11 million.

Current (2024) data suppliers can be found in Attachment 1. MCHCP will provide the eligibility file to the contractor on a monthly basis. The data fields available in the eligibility file can be found in Attachment 2.

The following attachments are available to provide historical data and information and may be accessed through Optavise:

- Attachment 1 – MCHCP data suppliers
- Attachment 2 – MCHCP eligibility file fields
- Attachment 3 – Cost points illustration
- Exhibit B - Scope of Work

- Exhibit C - General Provisions

The following exhibits must be completed, signed, and uploaded to Optavise:

- Exhibit A-1 - Intent to Bid (due 5 p.m. CT, June 14, 2024)
- Exhibit A-2 – Proposed Bidder Modifications (due 5 p.m. CT, July 2, 2024)
- Exhibit A-3 – Confirmation Document (due 5 p.m. CT, July 2, 2024)
- Exhibit A-4 – Contractor Certification (due 5 p.m. CT, July 2, 2024)
- Exhibit A-5 – MBE/WBE Intent to Participate Document (due 5 p.m. CT, July 2, 2024)

The following exhibits must be reviewed and the bidder provide any suggested red-lined changes to the documents using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.

- Exhibit A-6 – Sample Contract (due 5 p.m. CT, July 2, 2024)
- Exhibit A-7 – Business Associate Agreement (due 5 p.m. CT, July 2, 2024)

Assumptions and Considerations

Please submit your proposal using the Optavise online submission tool no later than **Tuesday, July 2, 2024, 5 p.m. CT (6 p.m. ET).** Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted**.

The board of trustees has final responsibility for all MCHCP contracts. Responses to the RFP and all proposals will remain confidential until awarded by the MCHCP Board of Trustees or its designee or until all proposals are rejected.

Do not contact MCHCP directly regarding this RFP. Questions about the technical procedures for participating in this online RFP process should be addressed to Optavise. Any questions concerning the content of the RFP should be submitted via the messaging tool of the Optavise website.

Proposal Instructions

NOTE: READ THESE INSTRUCTIONS COMPLETELY PRIOR TO RESPONDING TO THE RFP

To be considered, you must respond to all sections of this RFP. Bidders are strongly encouraged to read the entire RFP prior to the submission of a proposal. The bidder must comply with all stated requirements. Bidders are expected to provide complete and concise answers to all questions. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

Proposals must be valid until October 1, 2024. If a contract is awarded, prices shall remain firm for the specified contract period.

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.

Clarification of Requirements

It is assumed that bidders have read the entire RFP prior to the submission of a proposal and, unless otherwise noted by the bidder, a submission of a proposal and any applicable amendment(s) indicates that the bidder will meet all requirements stated herein.

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

Contract Term

The initial agreement is for the period of January 1, 2025, through December 31, 2027, with up to five additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees.

Schedule of Events

The timeline for the procurement is provided below. No pre-bid conference has been scheduled.

Activity	Timing
Online RFP Released	Monday, June 10, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, June 14, 2024 5 p.m. CT (6 p.m. ET)
Question Submission Deadline	Friday, June 14, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Thursday, June 20, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Tuesday, July 2, 2024 5 p.m. CT (6 p.m. ET)

Finalist Demonstrations/Site Visits	Late July, 2024
Final Vendor Selection/Contract Award	Late August, 2024
Implementation	August-December, 2024
Effective Date	January 1, 2025

Questions

During this bidding opportunity, MCHCP will be using the online messaging module of the Optavise application for all official answers to questions from bidders, amendments to the RFP, exchange of information and notification of awards. It is the bidder's responsibility to notify MCHCP of any change in contact information of the bidder. During the bidding process you will be notified via the messaging module of the posting of any new bid-related information.

All questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the Optavise application by **Friday, June 14, 2024, 5 p.m. CT (6 p.m. ET)**. Questions received after June 14 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the Optavise application and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions via the messaging module, with a summary of all questions and answers provided by **Thursday, June 20, 2024.**

Bidders or their representatives may not contact other MCHCP employees or any member of the MCHCP Board of Trustees regarding this bidding opportunity or the contents of this RFP. If any such contact is discovered to have occurred, it may result in the immediate disqualification of the bidder from further consideration.

Proposal Deadline

ALL questionnaires and pricing proposals must be submitted no later than **5 p.m. CT (6 p.m. ET), Tuesday, July 2, 2024.**

Disclaimers

MCHCP will not be liable under any circumstances for any expenses incurred by any respondent in connection with the selection process.

Confidentiality and Proprietary Materials

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.

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.

Evaluation Process

Any apparent clerical error 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.

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.

Awards shall only be made to the bidder(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to limit the number of contract awards or reject any and all offers.

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.

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. 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.

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 using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria

Non-financial:

Section 3:	Organization Background and Staffing	25 points
Section 4:	System and General Capabilities	50 points
Section 5:	System Features	100 points
Section 6:	Security and User Access	100 points
Section 7:	Data Consolidation and Quality Review	50 points
Section 8:	Reporting	50 points
Section 9:	Implementation, Training and Client Support	25 points
Section 10:	Analytic Services	30 points
Section 11:	Voluntary Data Share Agreement (VDSA) Services	20 points
Section 12:	Consumer Plan Selection Tool	20 points
Section 13:	Performance Guarantees	30 points
	Subtotal – Non-financial points	500 points

Bonus Points – Section 14: MBE/WBE Participation Commitment	10 points
Financial:	
Price	400 points
Finalist Evaluation:	
References	25 points
Product Demonstration	150 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (400 points) of the possible 500 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 500 non-financial points.

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

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

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

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

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

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

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

    a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 14 of the DSS 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.

    b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-5, 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 A-5, 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 A-5, 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.

Resources - 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

Pricing

The bidder must provide a firm, fixed pricing arrangement for providing the services described in this RFP.

The bidder is also required to complete the Performance Guarantee section of the questionnaire, indicating the total amount the bidder is willing to put at risk for these performance standards. The bidder must designate a minimum of 5 percent of total monthly fees for the implementation standard, and 20 percent of the total monthly fees for the remaining performance standards. The bidder may designate a maximum amount for any one standard. The bidder may also propose additional performance standards. MCHCP reserves the right to negotiate each standard prior to finalizing the contract.

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 shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of the Plan.

In determining pricing points, MCHCP will consider the potential five-year cost of the project including the full not-to-exceed prices for Years 2-5 of the contract. The five-year cost includes the total monthly fees for the entire five years. MCHCP will also assume one additional data feed per year in determining the

total five-year project cost. The proposed five-year cost for Voluntary Data Share Agreement (VDSA) services and the Consumer Plan Selection Tool will also be included in the total five-year cost.

In addition, the maximum pricing points that may be earned will be relative to the amount of non-pricing points received. The bidder with the most non-price points will be eligible to receive the full 400 points allowed for pricing. All other bidders will be eligible to receive a relative amount of price points based on the relative difference of the non-price points among the bidders. An illustration is provided in Attachment 3.

Finalist Interview

After an initial screening process, a technical question and answer conference, product demonstration, and/or interview may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP may ask additional questions and/or conduct a site visit of the bidder's service center or other appropriate location.

Negotiation and Contract Award

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 bidders who provide potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those bidders 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.

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

Renewal of Contract

The initial agreement commences when the contract is signed through December 31, 2027, with five additional one year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed pricing arrangements for CY2026 through CY2029, not to exceed the allowed maximum, shall be submitted to MCHCP prior to May 15 for the following plan year. Pricing for Years CY2030 through CY2032 will be negotiated, and shall be submitted to MCHCP prior to May 15 for the following plan year.

Using Optavise

The 2025 MCHCP Decision Support System (DSS) RFP contains 2 broad categories of items that you will need to work on via the Optavise application:

1) Items Requiring a Response:

    a. Pricing Forms (e.g., Decision Support System Pricing) are online input forms to collect your pricing proposal as requested by MCHCP. These pricing forms also calculate based on the rates you input.

    b. Questionnaires (e.g., Decision Support System Questionnaire) are also online forms to collect your responses to questions about your capabilities.

    c) Response Documents (e.g., Exhibit A-1 Intent to Bid) are attachment files (e.g., MS Word or Excel) that are posted to the Optavise website. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the Optavise application. When you upload your response, from the drop-down menu, identify each uploaded document as a *Response* document and associate it to the appropriate document by name. For step-by-step instructions, please refer to the *How to Download and Attach Files* User Guide located in the *Downloads* section on the application homepage.

2) Reference Files from MCHCP:

    a) Documents (e.g., Exhibit B – Scope of Work) that you should download and read completely before submitting your RFP response.

These components can be found in the Optavise application under the 2025 MCHCP Decision Support System (DSS) RFP on the Event Details page of the application.

Note that as you use the Optavise application to respond to this RFP, User Guides are accessible throughout the application by simply clicking on the help icon or from the *Downloads* area of the Optavise application homepage. For help with data entry and navigation throughout the application, you can contact the Optavise staff:

- Phone: 800-979-9351
- E-mail: systemsupport@optavise.com

Responding to Questionnaires

We have posted two forms for your response:

- Decision Support System Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to Optavise by **Tuesday, July 2, 2024, 5 p.m. CT (6 p.m. ET).**

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains the items you and your team are required to access and respond to. For step-by-step instructions, please refer to the *How to Submit a Questionnaire* User Guide located in the *Downloads* section of the Optavise application homepage. You have the option to "respond online" or through two different off-line (or desktop) tools.

Completing Pricing Worksheets

The financial worksheet (Decision Support System Pricing) may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains worksheets to collect fee quotations based on the products and services requested in this RFP. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the Optavise application homepage. Please be certain to complete all worksheets.

The final bid deadline is Tuesday, July 2, 2024, 5:00 p.m. CT (6:00 p.m. ET). Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

Notes Regarding Pricing

DSS pricing quotes should assume:

- Implementation to begin immediately following contract award, with system in full production by January 1, 2025.
- Submitted prices for CY2025 shall be firm, while prices for CY2026 through CY2029 shall be submitted as "not-to-exceed" amounts. Years 6-8 (CY2030 through CY2032) will be negotiated.
- Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed pricing worksheet instructions.
- Renewals are solely at the option of MCHCP. Renewal prices are due by May 15 for the following year, and are subject to negotiation.

Submitting Bids

The pricing function allows you to work on a bid submission in draft form. You can enter your rates and *Save* without submitting your proposal to Optavise. Save frequently to avoid losing work. When you have

finished entering your rates, *Save* and then *Calculate*. If you have missed any required fields, you will be notified with an error message. If there are no errors, you can *Submit* your proposal through Optavise.

Once you have submitted your bid, you can make adjustments at any time up until the bids are due. Simply select the pricing/bid and choose *Edit* to make changes. Follow the steps above to save, calculate, and re-submit.

Please refer to the following list of instructions before attempting to input/submit a bid:

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheet because your bids must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been accurately entered for all worksheets, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to Optavise.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to Optavise.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.
- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as "n/a" are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out. For security purposes the system will automatically log you out after a specified time if there is no activity.

RFP Checklist

Prior to the July 2 close date, please be sure you have completed and/or reviewed each of the documents listed below.

Type	***Document Name***
Questionnaire	Decision Support System Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Decision Support System Pricing
Response	Exhibit A-1 Intent to Bid.docx **DUE: June 14, 2024**

Type	***Document Name***
Response	Exhibit A-2 Proposed Bidder Modifications.docx
Response	Exhibit A-3 Confirmation Document.docx
Response	Exhibit A-4 Contractor Certification.docx
Response	Exhibit A-5 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-6 Sample Contract.docx
Response	Exhibit A-7 Business Associate Agreement.docx
Reference	Introduction and Instructions – 2025 MCHCP Decision Support System RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 – MCHCP data suppliers.xlsx
Reference	Attachment 2 – MCHCP eligibility file fields.xlsx
Reference	Attachment 3 – Cost points illustration.xlsx

Contact Information

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the Optavise application by **Friday, June 14, 2024, 5 p.m. CT (6 p.m. ET)**.

For technical questions related to the use of Optavise, please contact the Optavise customer support team at systemsupport@optavise.com, or call the Customer Support Line at 800-979-9351.

EXHIBIT B
SCOPE OF WORK

B1. **Purpose:** The contractor shall provide a decision support system that integrates claim level data from multiple sources with enrollment information into a database capable of being queried by MCHCP.

B1.1 **Claim Level Data:** The contractor must be capable of converting and standardizing raw data from multiple sources into a database that can be queried by MCHCP to assist in answering the following types of questions. Types of data include, but are not limited to, medical, pharmacy, dental and vision claims; health assessment results; onsite health center encounters; and eligibility data.

B1.1.1 How does MCHCP experience compare to other benchmarks – both commercial employers and governmental employers – especially other state employers?

B1.1.2 Is the plan performing optimally in the areas of cost, quality, and member access?

B1.1.3 How is the plan performing over time in relation to accepted utilization and expense criteria? What are the causes of these trends?

B1.1.4 What is the expected or actual impact of new or existing programs?

B1.1.5 What are the primary clinical reasons people are receiving benefits? What are the high cost and high utilization areas?

B1.2 **Full Responsibility**: The contractor must offer this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures. The contractor shall proactively identify and correct any data anomalies or gaps in data.

B1.3 **Analytical Products and Support:** The contractor shall be able to provide a full range of analytical products and support, including, but not limited to, claims expense and utilization analysis, benchmarking against valid comparable standards, plan and program evaluation, financial management, and utilization analysis at the provider and clinical level. The contractor shall provide an annual minimum consulting retainer of 168 hours that MCHCP can utilize for special projects or to offset costs for implementing a new or replacement data source. Unused hours shall roll over to the next year.

B1.4 **Web-based Information and Access:** The contractor shall provide secure, user-friendly, web-based access to the warehouse system that allows for ad hoc report generation with graphic presentation ability. The system must be able to integrate claims information (PPO, HDHP, Medicare Advantage, PBM, dental and vision), health clinic encounter data, health assessment (HA) results, eligibility information and other types of data as it is identified.

B1.5 **Database Requirements:** The contractor shall create a five-year historical database using the available information from all data suppliers. Once data ages out of the database, the contractor shall archive the data and retain the capability for the data to be retrieved upon

request. The contractor shall provide MCHCP direct access to act on and manipulate, compare, consolidate, view, analyze and report the data, with the capability to summarize and compare services provided to members or by providers based on selection criteria specified by MCHCP using any combination of data dimensions. The system must allow for independent analysis and study. The contractor shall perform the following:

B1.5.1 Maintain a comparative database embedded within the system to allow for benchmarking. At a minimum, this benchmark data must include national, regional, and industry-specific norms. A public sector norm is required.

B1.5.2 Construct inpatient admissions and inpatient and outpatient episodes of care, linking all claims to a related episode. Episodes of care capabilities are required and included in the base price.

B1.5.3 Provide quality of care measurement and readmission analysis capabilities using established key indicators of quality.

B1.5.4 Provide the ability to define and access subsets of the full database based on any data variable with drill-down capabilities to the level of individual participant, provider or claim line.

B1.5.5 Provide the ability to query the most recent five years of data and with the capability to report claims data by date of service and by date of payment.

B1.5.6 Provide health risk scoring capabilities that, at a minimum, measure population illness burden and stratify populations upon a continuum. The health risk scoring tool must be seamlessly located within the data warehouse.

B1.5.7 Provide the ability to display information in tables, graphs and charts and provide a wide range of selectable choices to view, array, compare, and report aggregate, sub-aggregate, and summary information.

B1.6 **Reports**: The contractor shall electronically array and store data to allow for the generation of standard reports on a periodic basis as well as the capability to create and generate ad hoc reports on-line.

B1.6.1 The contractor shall provide access to a series of standard management reports that analyze underlying utilization and cost patterns.

B1.6.2 Query and reporting results must be downloadable to a format that can be manipulated (e.g. Excel) with nearly immediate (on-demand) access and no programming expertise needed.

B1.6.3 The contractor shall provide the ability to create sets of reports that can be scheduled to run following each monthly database update and at user-defined times.

B1.6.4 The contractor shall provide assistance and expertise in converting MCHCP's current reporting templates for use in the contractor's system.

B.1.7 **Training and Support:** The contractor shall provide adequate initial and ongoing training and support for up to four MCHCP employees and up to two external users and shall be able to provide the necessary technical support to make full use of the information in strategic decision making. The contractor must provide ongoing system support and training following implementation. A designated analyst with extensive experience must be included as part of the account team.

B1.8 **Monthly Data Feeds**: The contractor shall develop data interfaces which are mutually acceptable to the contractor, the data suppliers, and MCHCP. The process will include the method of transmission, content, and frequency. The contractor shall accept monthly data feeds from each of MCHCP's data suppliers and clean the data prior to importing into the central data warehouse. The data will be electronically stored on the contractor's system and will serve as a centralized data repository from which both standard and ad hoc reports may be generated. The contractor shall maintain clear communication with MCHCP regarding data suppliers' submission dates and compliance levels. The contractor must communicate interface requirements to data suppliers in the event MCHCP changes or adds data suppliers.

B1.9 **Data Extract Files:** Upon request, the contractor shall provide a data extract file to MCHCP or its designee in an agreed upon format and layout.

B2. **Implementation**

B2.1 MCHCP expects to begin implementation immediately following contract award, with the system being in full production no later than January 1, 2025. There must be no break in service from the current contractor.

B3. **Rights in Data/Turnover Requirements**

B3.1 All technical communications and records originated or prepared by the contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of MCHCP.

B3.2 Six (6) months prior to the end of the contract period, the contractor shall deliver to MCHCP a turnover work plan acceptable to MCHCP. This work plan shall address all requirements and activities necessary to complete the termination and turnover process. In addition to addressing the activities associated with the turnover process, the work plan shall include a work schedule of tasks to be performed during the turnover period and a narrative which describes each task/activity on the work schedule. The work plan must be provided within 30 days of notification of contract termination. Failure to provide an acceptable turnover work plan will incur liquidated damages as provided in the performance standards.

B3.3 The contractor shall turn over to MCHCP's new decision support system vendor, the most recent five years of raw data received from each of MCHCP's data suppliers.

B4. **Voluntary Data Share Agreement (VDSA) Services**

B4.1 At MCHCP's option, the contractor shall manage the Voluntary Data Sharing Agreement (VDSA) exchange between MCHCP and the Centers for Medicare and Medicaid (CMS) Coordination of Benefits Contractor (COBC).

B4.2 Based on the eligibility files submitted by MCHCP, the contractor shall submit a Medicare Secondary Payer (MSP) file to the CMS COBC of all MCHCP members aged 55 or older on a quarterly basis.

B4.3 The contractor shall submit a Non-MSP file to the CMS COBC on a monthly basis of all members and submit the results provided by the CMS COBC to MCHCP in order to provide up-to-date Medicare entitlement information.

B5. **Consumer Plan Selection Tool**

B5.1 At MCHCP's option, the contractor shall provide an online application that enables employees to view their specific medical and prescription drug historic cost and utilization information for themselves and their dependents and plan choices to support the open enrollment decision-making process.

B5.2 The application shall model costs and utilization and apply such to each of the plan design options available to members. The application must model historic claims experience and premium contributions to make the plan recommendation that is the most financially advantageous to the member.

B5.3 The contractor shall provide results reporting and provide an impact analysis of the effectiveness of the tool to determine if members selected the recommended plan.

B5.4 The tool must be accessible to members through single sign-on from MCHCP's website and available during open enrollment in the months of September and October of each year.

B5.5 The tool must be accessible to new employees throughout the year.

B6. **Electronic Transmission Protocols:** DSS and all subcontractors shall maintain encryption standards of 4096 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.).

B7. **Payment Terms**

B7.1 MCHCP shall promptly pay all monies due the contractor in a timely manner in accordance with the pricing awarded by the Board of Trustees. MCHCP will submit payment to the contractor within (10) days of receipt and approval of the monthly invoice. Payment will be made via automatic clearing house (ACH). MCHCP shall have a grace period of 10 days for payment. MCHCP shall put forth reasonable efforts to make payment by the required payment date.

B7.1.1 The contractor shall submit its monthly invoice electronically. For MCHCP to monitor project performance, the invoice shall be divided by project with amount invoiced in accordance with pricing pages submitted by the contractor as part of the RFP. The total amount invoiced may not exceed the pricing for the calendar year.

B7.1.2 Payment shall not be construed by the contractor as acceptance of the service performed by the contractor. MCHCP reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post-payment testing or inspection discloses a defect or failure to meet specifications. The contractor agrees that MCHCP may set off the amount of any obligation of the contractor to MCHCP against any payments due the contractor.

B8. **Renewal and Termination of Contract**

B8.1 The contract term is for a period of three (3) years from January 1, 2025, through December 31, 2027.

B8.2 MCHCP has the sole right to renew the contract for five (5) additional one-year periods.

B8.3 MCHCP reserves the right to terminate the contract without penalty or recourse by giving the contractor written notice of such termination at least 30 days prior to termination.

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

C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.3 **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.

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

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

C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

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

C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

C1.9 **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.

C1.10 **Off-shore** means outside of the United States.

C1.11 **Participant** has the same meaning as the word member.

C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.

C1.14 **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).

C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by the Optavise system.

C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:

C1.16.1 Audiologist (AUD or PhD);
C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
C1.16.5 Chiropractor;
C1.16.6 Licensed Clinical Social Worker
C1.16.7 Licensed Professional Counselor (LPC);
C1.16.8 Licensed Psychologist (LP);
C1.16.9 Nurse Practitioner (NP);
C1.16.10 Physician Assistant (PA);
C1.16.11 Occupational Therapist;
C1.16.12 Physical Therapist;
C1.16.13 Speech Therapist;
C1.16.14 Registered Nurse Anesthetist (CRNA);
C1.16.15 Registered Nurse Practitioner (ARNP); or
C1.16.16 Therapist with a PhD or Master's Degree in Psychology or Counseling.

C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

C1.18 **Respondent** means any party responding in any way to this RFP.

C1.19 **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.

C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.21 **Shall** has the same meaning as the word must.

C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications, or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Optavise web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Friday, June 14, 2024, 5 p.m. CT (6 p.m. ET).

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 above 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. 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. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

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 A-7) 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.

Attachment 1
Monthly Data Feeds to Merative
2024

Data Supplier	Contracted Services	Data Provided
Anthem	Third party administrator	Medical claims
Anthem	Third party administrator	Value-based relationship data
UnitedHealthcare	Fully-insured group Medicare Advantage Plan	Medical claims
Delta Dental of MO	Fully-insured dental plan	Dental claims
MetLife	Fully-insured dental plan	Run-out Dental claims (last file to be sent January, 2025)
National Vision Administrators (NVA)	Fully-insured vision plan	Vision claims
Express Scripts	Pharmacy Benefit Manager	Pharmacy claims - commercial plan
Express Scripts	Pharmacy Benefit Manager	Pharmacy claims - EGWP
Marathon Health	Onsite health center	Encounter data
MCHCP		Eligibility data
MCHCP		Health assessment data (9 files per year)

Attachment 2
MCHCP Eligibilty File Fields
2024

Field Name	Field Description	Type	Length	Position
ACCTID	Account ID	CHARACTER	8	1-8
BUSUNIT	Business Unit	CHARACTER	4	9-12
INDCDEN	Dental Coverage Indicator	CHARACTER	1	13
INDCDRUG	Drug Coverage Indicator	CHARACTER	1	14
INDCHEAR	Hearing Coverage Indicator	CHARACTER	1	15
INDCMED	Medical Coverage Indicator	CHARACTER	1	16
INDCMHSA	Mental Health/Substance Abuse Coverage Indicator	CHARACTER	1	17
INDCVIS	Vision Coverage Indicator	CHARACTER	1	18
TIERCDE	Coverage Tier Code (e.g. Employee Only, Family, etc.)	CHARACTER	2	19-20
BRTDAT	Member's date of birth	CHARACTER	10	21-30
TRMDAT	Termination date	CHARACTER	10	31-40
EFFDAT	Effective date	CHARACTER	10	41-50
STATCDE	Employee status code (active, retired, etc.)	CHARACTER	1	51
SSNPSN	Employee SSN	CHARACTER	9	52-60
SEXPSN	Member gender	CHARACTER	1	61
NWID	Network ID	CHARACTER	3	62-64
PCPID	PCP ID	CHARACTER	13	65-77
PCPTYPE	PCP type	CHARACTER	1	78
PLAN	Plan Code (PPO 300, PPO 600, etc.)	CHARACTER	14	79-92
GRPCDE	Group Code (i.e. data supplier)	CHARACTER	5	93-97
RELCDE	Relationship code (e.g. employee, spouse, child)	CHARACTER	1	98
SALARY	Salary indicator	CHARACTER	1	99
UNION	Union indicator	CHARACTER	1	100
ZIPCDE	Zip code	CHARACTER	5	101-105
ELGDAT	Eligibility date	CHARACTER	10	106-115
SYSTYPE	System type (state, public entity)	CHARACTER	1	116
GROUP	Group name	CHARACTER	10	117-126
ACCTNO	Account number	CHARACTER	4	127-130
AGENCY	Agency code	CHARACTER	3	131-133
RGNCDE	Region code	CHARACTER	2	134-135
SUBRGN	Subregion code	CHARACTER	4	136-139
LIVCNY	Live county	CHARACTER	3	140-142
WRKCNY	Work county	CHARACTER	3	143-145
ELECTCNY	Election county	CHARACTER	3	146-148
CDEMDR	Medicare indicator	CHARACTER	1	149
STSMED	Medical status	CHARACTER	3	150-152
FINANCE	Financing (fully-insured, self-insured)	CHARACTER	2	153-154
PREMSTD	Plan type (PPO, HDHP, etc.)	CHARACTER	4	155-158
MBRCONTR	Member contribution	NUMERIC	6,2	159-164
PLANPMT	Medical portion of premium	NUMERIC	6,2	165-170
HSAPREM	Employer contribution to HSA	NUMERIC	7,2	171-177
RXPREM	Rx portion of premium	NUMERIC	7,2	178-184
TOTMEDRX	Medical and Rx portion of premium	NUMERIC	7,2	185-191
ADMINFEE	Admin fee portion of premium	NUMERIC	7,2	192-198
SSNMBR	Member SSN	CHARACTER	9	199-207
LNMPSN	Last name	CHARACTER	15	208-222
FNMPSN	First name	CHARACTER	15	223-237
INCLVL	Wellness incentive level	CHARACTER	1	238
CHILDCNT	Number of children covered	NUMERIC	2,0	239-240
SSNSUB	Subscriber SSN	NUMERIC	9,0	241-249
TOBINC	Tobacco incentive level	CHARACTER	1	250
VISPLAN	Vision plan code	CHARACTER	6	251-256
VISLVL	Vision plan coverage level	CHARACTER	4	257-260
VISCONTR	Vision member contribution	NUMERIC	10,2	261-270
VISPREM	Total vision premium	NUMERIC	10,2	271-280
VHESTATUS	Variable hour employee status	CHARACTER	1	281
FILLSPC	Fill space	CHARACTER	51	282-331

Attachment 3
Cost Points Illustration

Bidders will be evaluated and awarded a maximum of 900 total points in the areas of price points (400 maximum) and non-price points (500 maximum). Bidders must earn at least 80 percent of the non-price points (i.e. 400 points) in order to qualify for further evaluation. The amount of price points that a bidder will be eligible to earn is relative to its non-price point evaluation. In other words, the better a given bidder rates compared to other bidders in the non-price points section, the more price points that bidder is eligible to earn.

See example below:

Scenario: Price points: 400 points
Non-Price points: 500 points

Step 1: **Non-Price Point Calculations**

A	B	C
Bidder	**Non-price points**	**Price**
1	480	$200
2	440	$150
3	390	$125

Price Point Calculations

Step 2:

A	D	E	F	G
Bidder	**% of Price Points Eligible to Earn**	**Price Points Eligible to Earn**	**% of Eligible Price Points Earned**	**Price Points Earned**
1	100%	400.0	62.5%	250.0
2	91.7%	366.7	83.3%	305.6
3	81.3%	325.0	100%	325.0

Final Scores

Step 3:

A	H
Bidder	**Total Points Earned**
1	730.0
2	745.6
3	715.0

Notes:

- A Bidder identification.
- B The number of non-price points earned.
- C The total dollar figure bidder supplied in pricing model. This includes the Base Fees, VDSA services, Consumer Plan Selection Tool, and the cost for Additional Feeds.
- D The bidder's non-price points divided by the non-price points of the bidder with the greatest non-price points.
- E "D" multiplied by 400 (price points). Based on relative non-price point performance, this figure is the maximum amount of price points the bidder may earn.
- F The lowest priced offer divided by "C". This is the percentage of "Price Points Eligible to Earn" ("E") that a bidder will receive.
- G "E" multiplied by "F". This is the actual price points earned.
- H "B" plus "G". This is the total non-price points and price points earned.

Exhibit A-1

Intent to Bid – MCHCP Decision Support System RFP

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

Please complete this form following the steps listed below:

1) Complete this form electronically and sign it with your electronic signature.

2) Upload this completed document to the **Response Documents** area of the RFP, no later than **Friday, June 14, 2024, at 5 p.m. CT (6 p.m. ET).**

Minimum Bidder Requirements:

Only bidders that meet the following minimum requirements will be considered. Bids from companies not meeting all the minimum requirements will not be considered by MCHCP for this contract.

- The bidder must have at least five years' experience in converting and standardizing raw claim, encounter, health assessment, dental, vision, and eligibility data to provide accessible healthcare management information. The contractor must have experience in accepting data from the following plan types: Medical (PPO, HDHP, and Medicare Advantage), PBM, dental, vision, on-site health center, and health assessment vendors.

- The bidder shall currently be providing health care decision support services to at least 2 million (2,000,000) total covered lives in employer organizations.

- The bidder must currently be providing the same or similar tool being proposed to MCHCP to at least three large employers, two of which must have more than 40,000 subscribers and one which must have at least 50,000 subscribers. One of these employers must be a public sector state employer.

- The bidder must offer this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures.

- The database must be accessible through the web and must be secure.

- The bidder must commit to maintain HIPAA compliance for the life of the contract and as long as the data is maintained by the contractor. The bidder must comply with all state and federal laws and regulations concerning data confidentiality and security.

- Bidders shall not be permitted to increase their proposed costs after submission except with agreement by MCHCP.

- All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of July 2, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

This form will serve as confirmation that our organization has received the MCHCP Decision Support System (DSS) RFP.

☐ We intend to submit a complete proposal.

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

Name of Organization

Signature

Title

Date

EXHIBIT A-2
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2025 MCHCP DECISION SUPPORT SYSTEM 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 A-3

Confirmation Document
2025 MCHCP Decision Support System RFP

Please complete this form following the steps listed below:

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

☐ Yes

☐ No

2) Bidders are required to submit a firm, fixed price for CY2025 and not-to-exceed prices for CY2026 through CY2029. Prices will be subject to best and final offer which may result from subsequent negotiation. Pricing for 2030, 2031 and 2032 will be negotiated. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

☐ Yes

☐ No

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

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

Date

EXHIBIT A-4

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2025 MCHCP DECISION SUPPORT SYSTEM RFP

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

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

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

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

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

Exhibit A-5

Documentation of Intent to Participate
2025 MCHP Decision Support System 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)

CONTRACT # 25-010125-DSS BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND DSS CONTRACTOR.

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and DSS Contractor, (hereinafter "DSS" or "Contractor") for the express purpose of providing a decision support system to MCHCP, pursuant to MCHCP's Decision Support System Request for Proposal released June 10, 2024 (hereinafter "RFP").

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period of three (3) years from January 1, 2025, through December 31, 2027. This Contract may be renewed for five (5) additional one-year periods at the sole option of the MCHCP Board of Trustees. All prices are subject to best and final offer which may result from subsequent negotiation.

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

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

b. This written Contract signed by the parties;

c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by DSS in response to the RFP and finalist negotiations,:

   i. Exhibit 1 Pricing Pages
   ii. Exhibit 2 Business Associate Agreement
   iii. Exhibit 3 Confirmation Document
   iv. Exhibit 4 Performance Guarantees
   v. Exhibit 5 Certification of Compliance with State and Federal Employment Laws

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

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

1.3 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or

agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

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

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

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

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

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

1.7 Headings: The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this

SAMPLE

Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

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

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

- DSS has experience in converting and standardizing raw claims data and integrating it with employer enrollment data in order to provide accessible healthcare management information.
- DSS, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, DSS's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- DSS has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- DSS has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, DSS currently has the capability to perform in accordance with the terms and conditions of this Contract.

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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application of either party the Contract shall be amended to make such insertion or correction.

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

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

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

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

2 DSS's Obligations

2.1 Confidentiality: DSS 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 DSS except as authorized by MCHCP, either during the period of this Contract or thereafter. DSS must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by DSS. On the termination or expiration of this Contract, DSS 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.

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

2.3 Disclosure of Material Events: DSS 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 DSS;
- Any merger, sale or other material change of ownership of DSS;

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

  For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, DSS 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 DSS'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 DSS designated by DSS to monitor and report such matters.

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

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

2.5 Change in Laws: DSS 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 or premiums resulting from such changes and retains final authority to make any changes. In consultation with DSS, an actuary may be utilized to determine the cost impact.

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

2.6.1 Non-discrimination, Sexual Harassment and Workplace Safety: DSS agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. DSS

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shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. DSS shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

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

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

2.6.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA): DSS shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

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

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

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

2.10 Insurance and Liability: DSS 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. DSS shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any

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personal property to which this Contract relates. DSS shall bear the risk of any loss or damage to any personal property in which DSS holds title.

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

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

2.13 Patent, Copyright, and Trademark Indemnity: DSS 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. DSS 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 DSS's written request, it shall be at DSS's expense, but the responsibility for such expense shall be only that within DSS's written authorization. DSS shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that

SAMPLE

DSS 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 DSS in such suit or proceeding are held to constitute infringement and the use is enjoined, DSS 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 DSS is unable to do any of the preceding, DSS 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 DSS under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of DSS without its written consent.

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

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

2.16 Tax Payments: DSS 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 DSS.

2.17 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, DSS 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. DSS 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.

2.18 Conflicts of Interest: DSS 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

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in nature to the scope of this Contract to the State of Missouri. Furthermore, DSS shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

2.19 Complaints and Appeals: DSS shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals, and make decisions regarding medical necessity and the provisions of benefits. DSS must have a timely and organized system for resolving members' complaints and formal grievances in compliance with state and federal laws and regulations as amended. If the member's grievance is not resolved to his or her satisfaction, the member has the right to a formal appeal to DSS. DSS's appeal process shall be in compliance with state and federal laws and regulations as amended.

3 MCHCP'S OBLIGATIONS

3.1 Payment: MCHCP shall promptly pay all monies due DSS in a timely manner. MCHCP will remit all payments electronically.

Ongoing payments for maintenance and monthly data updates shall be made on a total regular monthly fee basis beginning with the first calendar month following the validation that the system has reached full production mode but no earlier than January 1, 2025. Payments will be made within 10 business days of invoicing.

DSS agrees that the final scheduled payment shall be held until all financial obligations (i.e. performance standard penalties) have been met.

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

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 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 DSS involving any and all transactions related to the performance of this Contract, including provision do the Business Associate Agreement. DSS 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 DSS shall agree to reasonable times for DSS to make sure records available for audit.

4.2 Ownership: All data developed or accumulated by DSS under this Contract shall be owned by DSS. DSS may release any data as permitted by applicable federal and state law. MCHCP shall be entitled, in a timely manner, to all occupational health data and written or recorded material pertaining to DSS's compliance with this Contract in a format acceptable to MCHCP. MCHCP shall have, in accordance with applicable federal and state law, unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated

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documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

4.3 Access to Records: Upon reasonable notice, DSS 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. DSS agrees to provide the access described wherever DSS maintains such books, records, and supporting documentation. Further, DSS 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. DSS 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 DSS to the extent that the books, documents and records relate to costs or pricing data for this Contract. DSS 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, DSS shall give full and free access to all records to MCHCP and/or their authorized representatives.

5 Scope of Work

5.1 Purpose: In accordance with the provisions and requirements of this contract and on behalf of MCHCP, DSS shall provide a decision support system that integrates claim level data from multiple sources with enrollment information into a database capable of being queried by MCHCP.

5.2 Claim Level Data: DSS must be capable of converting and standardizing raw data from multiple sources into a database that can be queried by MCHCP to assist in answering the following types of questions:

5.2.1 How does MCHCP experience compare to other benchmarks – both commercial employers and governmental employers – especially other state employers?

5.2.2 Is the plan performing optimally in the areas of cost, quality, and member access?

5.2.3 How is the plan performing over time in relation to accepted utilization and expense criteria? What are the causes of these trends?

5.2.4 What is the expected or actual impact of new or existing programs?

5.2.5 What are the primary clinical reasons people are receiving benefits? What are the high cost and high utilization areas?

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5.3 Implementation: MCHCP expects to begin implementation immediately following contract award, with the system being in full production no later than January 1, 2025. There must be no break in service from the current contractor.

5.4 Full Responsibility: DSS must offer this product in such a manner that MCHCP has no responsibility for the database, the decision support software, or the technical infrastructure and associated processes and procedures. DSS shall proactively identify and correct any data anomalies or gaps in data.

5.5 Analytical Products and Support: DSS shall be able to provide a full range of analytical products and support, including, but not limited to, claims expense and utilization analysis, benchmarking against valid comparable standards, plan and program evaluation, financial management, and utilization analysis at the provider and clinical level. DSS shall provide an annual minimum consulting retainer of 168 hours that MCHCP can utilize for special projects or to offset costs for implementing a new or replacement data source. Unused hours shall roll over to the next year.

5.6 Web-based Information and Access: DSS shall provide secure, user-friendly, web-based access to the warehouse system that allows for ad hoc report generation with graphic presentation ability. The system must be able to integrate claims information (PPO, HDHP, Medicare Advantage, PBM, dental and vision), health clinic encounter data, health assessment (HA) results, eligibility information and other types of data as it is identified.

5.7 Database Requirements: DSS shall create a five-year historical database using the available information from all data suppliers. Once data ages out of the database, DSS shall archive the data and retain the capability for the data to be retrieved upon request. DSS shall provide MCHCP direct access to act on and manipulate, compare, consolidate, view, analyze and report the data, with the capability to summarize and compare services provided to members or by providers based on selection criteria specified by MCHCP using any combination of data dimensions. The system must allow for independent analysis and study. DSS shall perform the following:

5.7.1 Maintain a comparative database embedded within the system to allow for benchmarking. At a minimum, this benchmark data must include national, regional, and industry-specific norms. A public sector norm is required.

5.7.2 Construct inpatient admissions and inpatient and outpatient episodes of care, linking all claims to a related episode. Episodes of care capabilities are a required component of the DSS and its cost must be included in the base price.

5.7.3 Provide quality of care measurement and readmission analysis capabilities using established key indicators of quality.

5.7.4 Provide the ability to define and access subsets of the full database based on any data variable with drill-down capabilities to the level of individual participant, provider or claim line.

5.7.5 Provide the ability to query the most recent five years of data and with the capability to report claims data by date of service and by date of payment.

5.7.6 Provide health risk scoring capabilities that, at a minimum, measure population illness burden and stratify populations upon a continuum. The

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health risk scoring tool must be seamlessly located within the data warehouse.

5.7.7 Provide the ability to display information in tables, graphs and charts and provide a wide range of selectable choices to view, array, compare, and report aggregate, sub-aggregate, and summary information.

5.8 Reports: DSS shall electronically array and store data to allow for the generation of standard reports on a periodic basis as well as the capability to create and generate ad hoc reports on-line. DSS shall provide access to a series of standard management reports that analyze underlying utilization and cost patterns. DSS shall provide assistance and expertise in converting MCHCP's current reporting templates for use in DSS's system.

5.9 Training and Support: The contractor shall provide adequate initial and ongoing training and support for up to four MCHCP employees and up to two external users and shall be able to provide the necessary technical support to make full use of the information in strategic decision making. The contractor must provide ongoing system support and training following implementation. A designated analyst with extensive experience must be included as part of the account team.

5.10 Monthly Data Feeds: DSS shall develop data interfaces which are mutually acceptable to DSS, the data suppliers, and MCHCP. The process will include the method of transmission, content, and frequency. DSS shall accept monthly data feeds from each of MCHCP's data suppliers and clean the data prior to importing into the central data warehouse. The data will be electronically stored on the contractor's system and will serve as a centralized data repository from which both standard and ad hoc reports may be generated. DSS shall maintain clear communication with MCHCP regarding data suppliers' submission dates and compliance levels. DSS must communicate interface requirements to data suppliers in the event MCHCP changes or adds data suppliers.

5.11 Data Extract Files: Upon request, DSS shall provide a data extract file to MCHCP or its designee in an agreed upon format and layout.

5.12 Voluntary Data Share Agreement Services: If for the contract year, MCHCP elects, the contractor shall manage the VDSA exchange between MCHCP and the Centers for Medicare and Medicaid (CMS) Coordination of Benefits Contractor (COBC). Based on the eligibility files submitted by MCHCP, the contractor shall submit a Medicare Secondary Payer (MSP) file to the CMS COBC on a quarterly basis of all MCHCP members age 55 or older. The contractor shall submit a Non MSP file to the CMS COBC on a monthly basis of all members and submit the results provided by the CMS COBC to MCHCP in order to provide up-to-date Medicare entitlement information.

5.13 Consumer Plan Selection Tool: If, for the contract year, MCHCP elects, DSS shall provide an online application that enables employees to view their specific medical and prescription drug historic cost and utilization information for themselves and their dependents and plan choices to support the open enrollment decision-making process. The application shall model costs and utilization and apply such to each of the plan design options available to members. The application must model historic claims experience and premium contributions to make the

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plan recommendation that is the most financially advantageous to the member. The contractor shall provide results reporting and provide an impact analysis of the effectiveness of the tool to determine if members selected the recommended plan. The tool must be accessible to members through single sign-on from MCHCP's website. The tool must be accessible to new employees throughout the year.

5.14 Electronic Transmission Protocols: DSS and all subcontractors shall maintain encryption standards of 4096 bit encryption 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.).

5.15 Rights to Data and Turnover Requirements: All technical communications and records originated or prepared by DSS pursuant to this agreement including papers, reports, charts, and other documentation, but not including contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of MCHCP.

5.16 Turnover Work Plan: Six (6) months prior to the end of the contract period, DSS shall deliver to MCHCP a turnover work plan acceptable to MCHCP. This work plan shall address all requirements and activities necessary to complete the termination and turnover process. In addition to addressing the activities associated with the turnover process, the work plan shall include a work schedule of tasks to be performed during the turnover period and a narrative which describes each task/activity on the work schedule. The work plan must be provided within 30 days of notification of contract termination. Failure to provide an acceptable turnover work plan will incur liquidated damages as provided in the performance standards.

6 CANCELLATION, TERMINATION OR EXPIRATION

6.1 MCHCP's rights Upon Termination or Expiration of Contract:

If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require DSS to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. Provided however that Contractor shall have the right to retain a reasonable number of archival copies of MCHCP Data to support its rights and obligations under this Agreement, subject to all applicable confidentiality obligations of HIPAA and this Agreement. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination. DSS shall turn over to MCHCP's new decision support system vendor, the most recent five years of raw data received from each of MCHCP's data suppliers.

6.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) DSS fails to make delivery of goods or services as specified in this Contract; 2) DSS fails to satisfactorily perform the work specified in this Contract; 3) DSS fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) DSS breaches any provision of this Contract; 5) DSS assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of DSS. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole

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discretion that one of the above listed circumstances exists. In the event of termination, DSS 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. DSS shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

6.3 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract without penalty or recourse by giving DSS thirty (30) days prior notice of termination.

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

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

6.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require DSS to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, DSS 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.

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

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

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Exhibit A-7
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Decision Support 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 MCHCP's 2025 Decision Support Services ("RFP") and under Contract *#25-010125-DSS*, 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 addresses and relates to the provision of decision support 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 TPA for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 **Definitions**.

2.1 For purposes of this Agreement:

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

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

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

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

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

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Decision Support System RFP
June 17, 2024

These responses are provided by MCHCP to questions received from potential bidders for the 2025 Decision Support System RFP.

	Question	Response
1	The RFP indicates the need for a Consumer Plan Selection Tool is at the discretion of the State. Does the State currently use a Consumer Plan Selection Tool?	Yes.
2	Does the State expect the Consumer Plan Selection Tool to be operational on January 1, 2025?	Yes, the tool will need to be operational by January 1, as new hires may utilize the tool when selecting their plan.
3	What non-medical benefits (e.g., vision, life insurance, wellness, long-term disability, 401k, etc.) need to be included in the tool?	The Consumer Plan Selection Tool includes only health plan options for state non-Medicare subscribers.
4	Will you share your plan documents so that we may ensure a complete and smooth implementation with our Consumer Plan Selection tool?	Yes, they are available on our public website at http://www.mchcp.org/stateMembers/benefitDocuments.asp.
5	For pricing, we need non-Medicare employee count plus total Medicare membership.	Total non-Medicare subscriber count is approximately 50,450. Please note this count includes those subscribers that may have dental and/or vision coverage only. Total Medicare member count is approximately 16,900.
6	The RFP indicates that including the VDSA data is at the discretion of the State. Does the State currently have VDSA support?	Yes.
7	What is the expected go-live-date of the VDSA support, if we are your successful bidder?	January 1, 2025.
8	Why were there (2) instruction files posted in the reference files for the RFP, with different RFP numbers? - see below for the two file names. 1. Reference_State of Missouri_Introduction and Instructions - 2025 MCHCP Decision Support System RFP_591678_Introduction and Instructions - 2025 MCHCP Decision Support System RFP. 2. Reference_State of Missouri_Introduction and Instructions - 2025 MCHCP Decision Support System RFP_591691_Introduction and Instructions - 2025 MCHCP Decision Support System RFP. There doesn't seem to be obvious differences between the two documents.	The files are identical.
9	For the system availability question, is the time period for 99.5% availability Monday - Friday, Monday - Saturday, 7 days per week, or some other timeframe? Since this is not a transactional system, would MCHCP agree to a lower availability threshold?	The system availability performance guarantee applies to business days. If necessary, you may propose an alternate standard in your response to "Will you guarantee this standard (Yes or No)".

Missouri Consolidated Health Care Plan
Response to a Vendor Question 2025 Decision Support System RFP
June 20, 2024

This response is provided by MCHCP to a question received from a potential bidder for the 2025 Decision Support System RFP.

	Question	Response
1	Are there limits to the number of characters that can be entered into the question responses in the online submission system?	The limit is 1,000 characters.

Missouri Consolidated Health Care Plan
Response to a Vendor Question 2025 Decision Support System RFP
June 26, 2024

This response is provided by MCHCP to a question received from a potential bidder for the 2025 Decision Support System RFP.

	Question	Response
1	Please clarify how we respond to mandatory contract provisions and proposed modifications. If a provision is mandatory but we require a modification, how do we respond? Do we respond with 'not confirmed' and enter the reason we require a modification and then also provide the modification in the separate document? In cases where we can agree but want to propose a modification, do we confirm yes we can agree and still propose the modification, or is that also a 'not confirmed' with a reason?	In all cases when you are requesting a modification, please mark 'Not Confirmed' and list the modification you are requesting. Also include the modification on Exhibit A-2 Proposed Bidder Modifications.

Missouri Consolidated Health Care Plan
Response to Vendor Questions 2025 Decision Support System RFP
July 2, 2024

These responses are provided by MCHCP to additional questions submitted by potential bidders for the 2025 Decision Support System RFP.

	Question	Response
1	There is no scoring criteria for the mandatory provisions in the posted documentation. What is the impact of marking contract provisions 'Not Confirmed' on the scoring? Is there a limit/threshold where a response would be considered non-compliant and not evaluated further?	Responses to the mandatory contract provisions are not scored. Bidders are encouraged to limit their "Not Confirmed" responses to the minimum necessary.
2	Will MCHCP send out confirmation of receipt once a proposal has been submitted?	MCHCP will not send out confirmation of receipt.