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## Exhibit A-1

### Intent to Bid – 2025 MCHCP Group Medicare Advantage PPO (MA) RFP

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

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Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
  - 2) Upload the completed document to the Response Documents area of the RFP no later than Tuesday, March 12, 2024, at 5 p.m. CT (6 p.m. ET).
- 

#### **Minimum Bidder Requirements**

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

- The bidder must be licensed as necessary to do business in the State of Missouri to perform the duties described in this RFP and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Commerce and Insurance.
- The bidder must be approved by the Centers for Medicare and Medicaid Services (CMS) to offer a Group Medicare Advantage PPO (MA) plan in the State of Missouri and nationwide and have earned a minimum of three stars for plan quality and performance for a minimum of three years.
- The bidder must also be approved by CMS to offer a Group Medicare Advantage PPO Plan with a Medicare Prescription Drug Plan (MAPD) in the State of Missouri and nationwide and have earned a minimum of three stars for plan quality and performance for a minimum of three years.
- The bidder must demonstrate the ability to operate a fully insured group MA PPO plan for at least three organizations with 10,000 or more retirees.
- The bidder must demonstrate the ability to operate a fully insured group MAPD plan for at least three organizations with 10,000 or more retirees.
- Bidders must be flexible and demonstrate the ability to administer benefits determined by MCHCP. This includes the ability to offer multiple plan designs at MCHCP's option.
- Bidders shall agree to provide claim-level data and capitation (if applicable) information electronically to MCHCP or designated data vendor on a monthly basis, including twelve (12) run-out months (i.e., months following contract expiration). Bidders may be required to demonstrate the ability to provide such data before a contract award is made.

- Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products, or contracts. The bidder may not impose participation requirements. Any bid proposal containing any participation requirements or contingency based upon MCHCP's actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- Bidders shall not be permitted to alter their rates or any other aspect of the proposal submission after submission except with negotiation and agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of April 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.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$2,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$2,000,000.

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This form will serve as confirmation that our organization has received the 2025 MCHCP Group Medicare Advantage PPO RFP.

We intend to submit a complete proposal. Below is the name and email address of the individual that should receive the claim files from Segal to be used in preparing the proposal.

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**Name of Organization**

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**Name of Data Recipient**

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**Email Address of Data Recipient**

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

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**Name of Organization**

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**Signature of Plan Representative**

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**Title of Plan Representative**

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**Date**

**EXHIBIT A-2  
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP  
2025 MCHCP GROUP MEDICARE ADVANTAGE 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  
Missouri Consolidated Health Care Plan

\_\_\_\_\_  
Date

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**Exhibit A-3**  
**Confirmation Document**  
**2025 MCHCP Group Medicare Advantage RFP**

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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, CY2027, CY2028 and CY2029. Prices will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

Yes

No

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

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Name/Title of Individual

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Organization

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Signature

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Date

**EXHIBIT A-4**

**CONTRACTOR CERTIFICATION  
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS  
2025 MCHCP GROUP MEDICARE ADVANTAGE 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 MCHCP Group Medicare Advantage RFP**

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

*~ Copy This Form For Each Organization Proposed ~*

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

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

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

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

(Name of MBE, WBE)

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

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

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

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

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

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

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

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

**Authorized Signature:**

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

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

Exhibit A-6

2025 MAPD Price Proposal for National Passive PPO

Bidder Name:

<i>MA Component of Premium PMPM</i>	
<i>MA Star Rating</i>	
<i>Aggregate Benchmark (based on Star Rating)</i>	
<i>MA Risk Score</i>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Medical Claims	
QIA Expenses	
Other (describe below)	
Total Medical Claims Cost	<b>\$0.00</b>
Member Cost Sharing	
Direct Subsidy (Risk Adjusted)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

<i>PD Component of Premium PMPM</i>	
<i>Part D Risk Score</i>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Pharmacy Claims	
Other (describe below)	
Total Drug Claims Cost	<b>\$0.00</b>
Member Cost Sharing	
Rebates	
Manufacturer Initial Coverage (10%)	
Direct Subsidy (Risk Adjusted)	
Catastrophic Coverage (40%)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

*Description of Other:*

*Description of Other:*



**Exhibit A-6**

**MAPD Rate Cap Guarantees for National Passive PPO - 2026 through 2029**

**Bidder Name:**

Guaranteed MAPD Rate Cap PMPM (Plan Design Proposed):	
2026	
2027	
2028	
2029	

*Description:*

**Exhibit A-6**

**MAPD Minimum Loss Ratio Guarantee**

**Gain Sharing MLR Guarantee**

**Bidder Name:**

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Minimum Loss Ratio Target %:	
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% of Excess Premium At Risk:	
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*Description Assumptions and Exceptions:*

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**Exhibit A-6**

**Implementation Credit**

**Bidder Name:**

Are you willing to provide a one-time implementation credit to fund, as approved by MCHCP, implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc.? What total dollar amount are you willing to provide?

**Exhibit A-6**

**Price Proposal for Optional Programs**

**Optional Programs**

Bidder Name

**INSTRUCTIONS**

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

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

Optional Services	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Program 1							
Program 2							
Program 3							
Program 4							
Program 5							
Program 6							
Program 7							
Program 8							
Program 9							
Program 10							
Program 11							
Program 12							

**Exhibit A-6  
Supplemental Pricing**

Bidder Name

**INSTRUCTIONS**

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

**ADDITIONAL SERVICES:** If there are services provided by your company that would have additional fees (ID card customization, ad-hoc reporting, etc.), provide a cost quotation below.

Supplemental Pricing	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Service 1							
Service 2							
Service 3							
Service 4							
Service 5							
Service 6							
Service 7							
Service 8							
Service 9							
Service 10							
Service 11							
Service 12							

Exhibit A-6

2025 MAPD Price Proposal for National Passive PPO

Alternate Plan Design #1 Pricing

Bidder Name:

Upload the plan design for this pricing proposal to the Reference Files from Vendor Section and identify the file name below.

Duplicate this tab as necessary for alternate plan designs.

Plan Design File Name

MA Component of Premium PMPM	
<i>MA Star Rating</i>	
<i>Aggregate Benchmark (based on Star Rating)</i>	
<i>MA Risk Score</i>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Medical Claims	
QIA Expenses	
Other (describe below)	
<b>Total Medical Claims Cost</b>	<b>\$0.00</b>
Member Cost Sharing	
Direct Subsidy (Risk Adjusted)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

PD Component of Premium PMPM	
<i>Part D Risk Score</i>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Pharmacy Claims	
Other (describe below)	
<b>Total Drug Claims Cost</b>	<b>\$0.00</b>
Member Cost Sharing	
Rebates	
Manufacturer Initial Coverage (10%)	
Direct Subsidy (Risk Adjusted)	
Catastrophic Coverage (40%)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

Description of Other:

Description of Other:

**Exhibit A-7**

**2025 MA Price Proposal for National Passive PPO**

**Bidder Name:**

<i>MA Component of Premium PMPM</i>	
<b>MA Star Rating</b>	
<b>Aggregate Benchmark (based on Star Rating)</b>	
<b>MA Risk Score</b>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Medical Claims	
QIA Expenses	
Other (describe below)	
Total Medical Claims Cost	<b>\$0.00</b>
Member Cost Sharing	
Direct Subsidy (Risk Adjusted)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

*Description of Other:*

**Exhibit A-7**

**MA Rate Cap Guarantees for National Passive PPO - 2026 through 2029**

**Bidder Name:**

Guaranteed MA Rate Cap PMPM (Plan Design Proposed):	
2026	
2027	
2028	
2029	

*Description:*



**Exhibit A-7**  
**MA Minimum Loss Ratio Guarantee**  
**Gain Sharing MLR Guarantee**

**Bidder Name:**

--

Minimum Loss Ratio Target %:	
% of Excess Premium At Risk:	

*Description Assumptions and Exceptions:*

--

**Exhibit A-7**

**Implementation Credit**

**Bidder Name:**

Are you willing to provide a one-time implementation credit to fund, as approved by MCHCP, implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc.? What total dollar amount are you willing to provide?

**Exhibit A-7**  
**Price Proposal for Optional Programs**  
**Optional Services**

Bidder Name

**INSTRUCTIONS**

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

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

Optional Services	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Program 1							
Program 2							
Program 3							
Program 4							
Program 5							
Program 6							
Program 7							
Program 8							
Program 9							
Program 10							
Program 11							
Program 12							

**Exhibit A-7  
Supplemental Pricing**

Bidder Name

**INSTRUCTIONS**

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

**ADDITIONAL SERVICES:** If there are services provided by your company that would have additional fees (ID card customization, ad-hoc reporting, etc.), provide a cost quotation below.

Supplemental Pricing	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Service 1							
Service 2							
Service 3							
Service 4							
Service 5							
Service 6							
Service 7							
Service 8							
Service 9							
Service 10							
Service 11							
Service 12							

Exhibit A-7

2025 MA Price Proposal for National Passive PPO

Alternate Plan Design #1 Pricing

Bidder Name:

Upload the plan design for this pricing proposal to the Reference Files from Vendor Section and identify the file name below.

Duplicate this tab as necessary for alternate plan designs.

Plan Design File Name

<i>MA Component of Premium PMPM</i>	
<b>MA Star Rating</b>	
<b>Aggregate Benchmark (based on Star Rating)</b>	
<b>MA Risk Score</b>	
<b>Claims Component</b>	<b>\$0.00</b>
Projected Gross Medical Claims	
QIA Expenses	
Other (describe below)	
Total Medical Claims Cost	<b>\$0.00</b>
Member Cost Sharing	
Direct Subsidy (Risk Adjusted)	
<b>Non-Claims Component</b>	<b>\$0.00</b>
Administration	
Risk Charges	
Profit	
Other (describe below)	
<b>TOTAL</b>	<b>\$0.00</b>

Description of Other:

**EXHIBIT A-8**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and Medicare Advantage 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 2025 Group Medicare Advantage RFP (“RFP”) and under Contract #25-MA-01, as renewed and amended, (hereinafter the “Contract”).

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

**1 Purpose.**

The Contract is for Medicare Advantage Insurance.

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 Medicare Advantage Company for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

**2 Definitions.**

2.1 For purposes of this Agreement:

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

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

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

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

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

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

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

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

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

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

- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.
- 3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, [Jennifer.Stilabower@mchcp.org](mailto:Jennifer.Stilabower@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Brad Kifer, (573) 526-2858, [brad.kifer@mchcp.org](mailto:brad.kifer@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101

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

3.4.3 The notice shall include to the fullest extent possible:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5 **Obligations of MCHCP.**

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

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

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

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

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

## 7 **Miscellaneous.**

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

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

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

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

**Missouri Consolidated Health Care Plan**

**Medicare Advantage Company**

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

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

Title: Executive Director

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

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

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