



**MISSOURI CONSOLIDATED
HEALTH CARE PLAN**

REQUEST FOR PROPOSAL

For

Microsoft Dynamics SL Software Maintenance and Services

Due Date: Friday, March 20, 2015

1:00 p.m. Central Time

PROPOSAL SIGNATURE PAGE

PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY

TIME: 1:00 P.M. Central Time

DATE: March 20, 2015

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED FOR AWARD

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

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

Proposals must be mailed to Attn: Stacia Fischer, Missouri Consolidated Health Care Plan, 832 Weathered Rock Court, P.O. Box 104355, Jefferson City, Missouri 65110, (UPS, Federal Express, etc. use zip code 65101). Proposals must be clearly marked "Microsoft Dynamics SL Software Maintenance and Services" – FILING DATE March 20, 2015.

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

The bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The bidder must provide an original and two (2) copies of their proposal. The original Request for Proposal and all amendments are required to be signed and returned with the bidder's proposal and the bidder must also provide two (2) originals of all signature pages and Exhibits A, B and D. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A Microsoft Word version is preferred and a secured .pdf is not acceptable

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

Bidder's Signature: _____

Bidder's Printed Name: _____

Title

Bidder's E-mail Address: _____

Company Name: _____

Mailing Address: _____

City State Zip Code

Telephone: (____) _____

SECTION A
GENERAL INTRODUCTION

A1. GENERAL INFORMATION

A1.1 Please review the Request for Proposal (RFP) carefully. Submit questions regarding any information presented in this RFP by email to RFP@mchcp.org. Questions are due by March 2, 2015, and MCHCP will post written responses on its website by March 6, 2015. For clarity, cite the section and page number to which the questions pertain. Copies of this RFP can be obtained from MCHCP's website, <http://www.mchcp.org/biddingOpportunities/index.asp>.

A1.2 Schedule of Events

- | | |
|---|--------------------|
| • RFP Release Date | February 23, 2015 |
| • Questions due from potential bidders | March 2, 2015 |
| • MCHCP response to bidder's questions posted on web site | March 6, 2015 |
| • Proposals due to MCHCP (1:00 pm CT) | March 20, 2015 |
| • Contract award | end of-March, 2015 |
| • Effective date of contract | April 1, 2015 |

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

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

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

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

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

A2. MINIMUM BIDDER REQUIREMENTS

The bidding company must:

- A2.1 Be licensed to do business as appropriate and be in good standing with the Missouri Secretary of State and in compliance with all federal laws. Finalists may be required to provide proof of good standing.
- A2.2 Maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable loss, damage or expense under this engagement. Finalists are required to provide evidence of such coverage.
- A2.3 Have at least five (5) years of experience providing the services described in this RFP.
- A2.4 Provide technical support at no additional cost to MCHCP. The minimum hours of technical support shall be 8:00 CT – 5:00 CT each weekday, excluding federal holidays.

A3. BACKGROUND INFORMATION - GENERAL

- A3.1 Chapter 103 of the Revised Statutes of Missouri governs the Missouri Consolidated Health Care Plan, which procures health benefits for most state employees, retirees, and their dependents. By statute, any eligible Missouri public entity may choose to join MCHCP. Rules and regulations governing MCHCP can be found at <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- A3.2 The MCHCP Board of Trustees has final responsibility for the Plan.
- A3.3 Any contract awarded from this RFP will become effective when signed by an authorized representative of MCHCP with services effective April 1, 2015.
- A3.4 Proposals will be accepted from those qualified entities identified in Section B.
- A3.5 See Attachment 1 for current Microsoft Dynamics SL license and configuration.

MCHCP plans to upgrade from Microsoft Dynamics SL7.0 to Dynamics SL 2011 and FRX 6.7 SP12 to Management Reporter 2012 CU8 in Year 1. MCHCP would also like to have a test system environment setup for upgrade and system enhancement testing. MCHCP also anticipates increasing the usage of its Silver Brook Systems Human Resources module to manage leave requests.

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide MS Dynamics SL Software Maintenance and Services for Missouri Consolidated Health Care Plan (herein referred to as MCHCP) in accordance with the provisions and requirements of this document. The contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto.
- B1.2 The contractor must be a certified Partner with Microsoft and licensed to provide maintenance services on Microsoft Dynamics SL software.
- B1.3 The contractor will be expected to assist MCHCP staff on a regular basis and in a timely manner to provide expert guidance regarding technical problems or issues that may arise.
- B1.4 The contractor shall submit pricing for all products related to Microsoft Dynamics SL offered from Microsoft or third party vendors and available to authorized resellers/partners.
- B1.5 The contractor must submit firm, fixed software maintenance pricing for the options outlined in Attachment 1.
- B1.6 The contractor will be required to provide MCHCP with qualified professional services to support the current installation of Microsoft Dynamics SL and subsequent upgrades, and provide support service beyond that included in Annual Maintenance and Support. The contractor shall submit fixed hourly pricing for each level of professional services available by service consultant/technician level.
- B1.7 System support and maintenance is to include all Microsoft Dynamics SL software and all system customizations.
- B1.8 The contractor must provide access to all Microsoft Dynamics SL software upgrades and enhancements of the licensed modules of the software commercially released by Microsoft.
- B1.9 A Technical Assistance Center must be available.
- B1.10 Access to a Technician must be available to provide answers to critical issues, 24/7.
- B1.11 Support for current Dynamics SL modules and customizations must be included. MCHCP utilizes a customized application that utilizes Microsoft Access and an ODBC connection to MCHCP's iSeries to import revenue/accounts receivable transactions into Dynamics SL.
- B1.12 Support for current Silver Brook Systems Human Resources installation.
- B1.13 A dedicated account manager must be assigned to MCHCP for escalation response.
- B1.14 MCHCP reserves the right to modify the components covered in this agreement as configurations change.
- B1.15 All provisions included in this Scope of Work are considered to be minimum requirements, and contractor must meet or exceed these stated specifications and requirements.

SECTION C
GENERAL PROVISIONS

C1. TERMINOLOGY/DEFINITIONS

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- C1.3 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Exhibit** applies to forms which are included with an RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.9 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and returned by the bidder prior to the specified proposal filing date and time.
- C1.11 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by MCHCP in its office.
- C1.12 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.13 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.14 **Shall** has the same meaning as the word must.
- C1.15 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C2. GENERAL BIDDING PROVISIONS

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

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

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

- C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded and all material terms have been finalized. An award will not be made until the contract has been signed by duly authorized representatives of the selected bidder and MCHCP.

C3. PREPARATION OF PROPOSALS

- C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.
- C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed such stated specifications and requirements.
- C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

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

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

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

C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

C5.2 MCHCP is a covered entity under HIPAA. Any bidder offering to provide services must sign a Confidentiality Agreement (CA). A CA will be presented to each bidder selected as a finalist, who will be given the opportunity to negotiate the CA at that time. A signed CA must be returned with finalist's best and final offer. Failure to return a signed CA may result in the bidder's proposal being considered nonresponsive.

C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the Confidentiality Agreement, making such agreement effective.

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

MANDATORY CONTRACT PROVISIONS

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

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

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

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>C1. Term of Contract: The term of this contract is for a period of one (1) year from April 1, 2015 through March 31, 2016. This contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted price for the first contract year period (April 1, 2015 through March 31, 2015) is a firm, fixed price. The submitted prices for the four (4) one-year renewal periods are not-to-exceed prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by March 1 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.</p>	
<p>C2. Contract Documents: The following documents shall be hereby incorporated by reference as if fully set forth within the contract entered into by MCHCP and the contractor:</p> <ol style="list-style-type: none"> 1. Written and duly executed contract (which will be provided to bidder selected by MCHCP for minor negotiations if necessary prior to award) 2. Amendments to the executed contract; 3. The Exhibits set forth in this RFP after being duly executed by both parties; and 4. This Request for Proposal. <p>An award shall not be made until the contract has been signed by duly appointed representative(s) of the selected bidder and MCHCP.</p>	
<p>C3. Breach and Waiver: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.</p>	
<p>C4. Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree, and be able, to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination of</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.</p>	
<p>C5. Electronic Transmission Protocols: Contractor and all subcontractors shall maintain encryption standards of 2048-bit encryption for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.</p>	
<p>C6. Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.</p>	
<p>C7. Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.</p>	
<p>C8. Independent Contractor: Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.</p>	
<p>C9. Reviews and Hearings: Contractor agrees to refer all matters of potential litigation related to services under this contract to MCHCP. Contractor agrees to participate in any litigation involving issues related to services provided under this Contract if, and to the extent, MCHCP deems necessary.</p>	
<p>C10. Injunctions: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.</p>	
<p>C11. 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.</p>	
<p>C12. Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.</p>	
<p>C13. Modification of the Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>C14. Notices: All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, 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.</p>	
<p>C15. Ownership: All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.</p>	
<p>C16. Payment: Upon implementation of the undertaking of this contract and acceptance by MCHCP, the contractor shall be paid as stated in this contract.</p>	
<p>C17. Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.</p>	
<p>C18. Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for any purpose which is not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.</p>	
<p>C19. Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.</p>	
<p>C20. Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.</p>	
<p>C21. Off-shore Services: All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.</p>	
<p>C22. Compliance with Laws: Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions specified in the Mandatory Contract Provisions.</p>	
<p>C23. Non-discrimination, Sexual Harassment and Workplace Safety: Contractor agrees to abide by all applicable federal, state and local laws, rules and</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.</p>	
<p>C24. Americans with Disabilities Act (ADA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.</p>	
<p>C25. Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, which became effective March 26, 2013.</p>	
<p>C26. Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs C.23, C.24, and C.25 above.</p>	
<p>C27. Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.</p>	
<p>C28. Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.</p>	
<p>C29. 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.</p>	
<p>C30. Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.</p>	
<p>C31. Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase, any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.</p>	
<p>C32. Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.</p>	
<p>C33. Termination for Cause: MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract in whole or in part if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.</p>	
<p>C34. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.</p>	
<p>C35. Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.</p>	
<p>C36. Compensation/Expenses: Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.</p>	
<p>C37. Contractor Expenses: MCHCP will not reimburse for travel expenses associated with this contract.</p>	
<p>C38. Conflicts of Interest: Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.</p>	
<p>C39. Patent, Copyright, and Trademark Indemnity: Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.</p>	
<p>C40. Tax Payments: Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.</p>	

ACKNOWLEDGE AND ACCEPT

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

Authorized Signature

Date

Title

SECTION D
PROPOSAL SUBMISSION INFORMATION

D1. SUBMISSION OF PROPOSALS

- D1.1 A proposal submitted by an bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of MCHCP and officially clocked in no later than the exact filing time and date specified in the RFP.
- D1.1.1 Specifically, any form containing a signature line, including any amendments and all Exhibits must be manually signed and returned (two originals of Exhibits A, B and D) as part of the proposal.
- D1.1.2 The bidder must provide an original and two (2) copies of their proposal. Responses to the questionnaire should be in a separate section of the proposal and the questions must be answered in the order in which they are presented. The bidder must also provide two originals of all signature pages and Exhibits A, B and D. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A Microsoft Word document is preferred and a secured .pdf is not acceptable.
- D1.2 The bidder must respond to this RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
- D1.3 A signed and submitted proposal assumes that the bidder agrees with all provisions of the RFP unless specifically stated otherwise. Any and all exceptions or proposed deviations by the bidder from the RFP and its requirements must be stated in Exhibit B and submitted with the proposal.
- D1.4 Proposals must be valid until June 30, 2015. If a contract is awarded, first year prices shall remain firm.
- D1.5 The sealed envelope or container containing a proposal should be clearly marked **Attn: Stacia Fischer – "Microsoft Dynamics SL Software Maint. And Services RFP" – Filing Date March 20, 2015.**
- D1.6 A proposal may only be modified or withdrawn by signed, written notice, which has been received by MCHCP prior to the official filing date and time specified. A proposal may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official filing date and time.
- D1.7 Bidders must sign and return the RFP signature page or, if applicable, the signature page of the last amendment thereto, in order to constitute acceptance by the bidder of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- D1.8 All responses to this RFP and amendments to this RFP, including "no bid" responses and requests to modify a proposal, must be delivered to the office of MCHCP in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone or email is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by MCHCP prior to the official filing date and time specified.

D2. CLARIFICATION OF REQUIREMENTS

- D2.1 It is assumed that bidders have read the entire RFP prior to the submission of a signed proposal and submission of a signed proposal indicates that the bidder will meet all requirements stated herein.
- D2.2 Unless otherwise noted, any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and directed by email to rfp@mchcp.org no later than the deadline as indicated on the first page of this RFP. There will be no bidder’s conference.
- D2.3 The bidder is advised that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP and any amendments or clarifications thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

D3. EVALUATION PROCESS

- D3.1 Any clerical error, apparent on its face, may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- D3.2 Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder’s proposal shall not be considered by MCHCP.
- D3.3 To be eligible to receive an award, the bidder must comply with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and, based upon that evaluation, to reject all offers.
- D3.4 MCHCP reserves the right to request written clarification of any portion of the bidder’s response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.
- D3.5 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by MCHCP. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria:

D3.5.1 Pricing.....	45 points
D3.5.2 Experience, Expertise and Reliability.....	30 points
D3.5.3 Qualifications of the Company.....	15 points
D3.5.4 References.....	10 points

- D3.6 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, question and answer conference, references, product demonstration, site visit or any other source, in the evaluation process.
- D3.7 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it

is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal

D3.8 MCHCP will limit the number of finalists to the greater of two or all bidders receiving 75 percent (42 points) of the possible 55 non-financial points available.

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

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

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

D4. CONTRACT AWARD

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

D5. PRICING

D5.1 The bidder must utilize Exhibit A to provide a firm, fixed pricing arrangement for Year 1 with guaranteed not-to-exceed pricing for Year 2-5.

D5.2 Pricing points will be based on the full 5 year pricing submitted on Exhibit A.

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

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

D6. CONFIDENTIALITY AND PROPRIETARY MATERIALS

D6.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP will

maintain copies of all proposals and related documents for review upon request. Contact Jennifer Stilabower at (573) 522-3242 to request copies.

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

SECTION E QUESTIONNAIRE

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

E1. QUALIFICATIONS AND EXPERIENCE OF THE COMPANY AND PERSONNEL

E1.1 Provide the following information:

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

E1.2 Summarize any mergers or acquisitions of other organizations completed in the past 24 months or in process, and summarize how these actions will:

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

E1.3 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

Company Name	Service Provided	Number of years working with your organization

E1.6 Provide a list of new customers in the last 12 months for which your organization provides similar services as those outlined in this RFP.

E1.7 Provide a list of similar customers that terminated their services within the last 24 months. Provide your understanding of the reasons for the terminations.

E1.8 Describe the organization's experience with providing the services outlined in this RFP.

E1.9 Provide an organizational chart of your company. Highlight the names/positions and office location of all persons who will work on the MCHCP account.

E1.10 Provide references (company name, contact names, titles, email addresses and phone numbers) for at least three companies who you currently provide the solution proposed for MCHCP. The proposed Account Manager for the MCHCP account must currently have responsibility for at least one of the references.

- E1.11 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below:
- E1.11.1 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - E1.11.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - E1.11.3 Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

E2. ACCOUNT MANAGEMENT

- E2.1 Provide the name and résumé of the Account Manager who will provide ongoing service to MCHCP. For this individual, provide the following:
- a. Description of experience.
 - b. Length of employment at firm.
 - c. Description of this individual's specific responsibilities and duties under this contract.
- E2.2 If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide all of the information requested in question E2.1 for each of the personnel.

E4. CUSTOMER SUPPORT AGREEMENT

- E4.1 Provide a copy of your standard Customer Support Agreement. Please note that MCHCP reserves the right to negotiate changes to the standard agreement. Please indicate your willingness to modify your standard agreement.

Attachment 1:

Current Configuration and Software License Under Maintenance

About Microsoft Dynamics SL 7.0 Service Pack 4 - Professional

Microsoft Dynamics SL 7.0 Service Pack 4 - Professional
Version 7.05.50502.00 (7.0.0.0)

Microsoft® is a registered trademark of Microsoft Corporation.

This product is registered to:
Missouri Healthcare Plan
832 Weather Rock Ct.
Jefferson City, MO 65101
US
Customer ID: 121053

Microsoft Windows Server 2003 R2 Enterprise Edition
5.2.3790.131072

Total Physical Memory: 11533528K
Available Physical Memory: 8799028K
Total Virtual Memory: 2097024K
Available Virtual Memory: 1889056K

Language: English (United States)

Unlocked Modules:

- GL General Ledger
- PR Payroll
- AP Accounts Payable
- AR Accounts Receivable
- MC Multi-Company
- SI Shared Information
- CU Customization Manager

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OK

Exhibit A - Pricing Page

1. Pricing

- 1.1 The bidder shall state a pricing arrangement to be provided in accordance with the terms and conditions of the RFP.
- 1.2 The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 will not exceed the pricing arrangements provided by the bidder on this Exhibit A. Years 2-5 are renewable at the sole option of MCHCP.
- 1.3 Bidder must provide a firm fixed price for providing the product and services described in Section B, Scope of Work.
- 1.4 Reasonable costs for travel and incidentals for the purpose of providing on-site training to MCHCP staff shall be billed separately, limited to CONUS rates, and invoices must include all appropriate receipts.

2. Support and Maintenance

- 2.1 The bidder shall complete the following grid, stating the total Software Assurance price for support and maintenance for each year separately based upon current licenses.

Not to Exceed Price

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual CSA Pricing					

3. Additional Pricing

- 3.1 In addition to completing the table above, bidders must provide additional documentation that outlines the discounts or pricing that will be provided for products offered by Microsoft or third party vendors and professional services.

Authorized Signature

Title and Company

Date

EXHIBIT B
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2015 MICROSOFT DYNAMICS SL SOFTWARE AND SERVICES RFP

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP.

Name/Title of Individual

Organization

Signature

Date

On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Executive Director
Missouri Consolidated Health Care Plan

Date

EXHIBIT C

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2015 MICROSOFT DYNAMICS SL SOFTWARE AND SERVICES RFP**

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

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

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

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

Contractor

By: _____

Title: _____

Date: _____

EXHIBIT D
CONFIDENTIALITY AGREEMENT
BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND _____

This Agreement between the Missouri Consolidated Health Care Plan (hereafter referred to as “MCHCP”), and _____ (hereafter referred to as “Contractor”) is entered into to maintain the confidentiality of protected health information (“PHI”) in MCHCP’s possession that Contractor may have access to as a result of the services requested and performed under the _____ (“Contract”) for MCHCP.

This agreement supersedes inconsistent provisions of any existing agreements between the parties.

Recitals

MCHCP is subject to and required to comply with certain requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, (the “Act”) and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160, 162, and 164, as amended (the “Regulations”). The Act and Regulations are sometimes collectively referred to herein as “HIPAA”. In addition, MCHCP has certain obligations as set forth in the American Recovery and Reinvestment Act of 2009, 42 USC §§ 17921-19953, and all implementing regulations (collectively “ARRA”).

Unless otherwise specified in this Agreement, all terms used herein not otherwise defined shall have the same meanings as those contained under HIPAA and ARRA, as each is amended from time to time. To the extent a term is defined in the Contract and this Agreement, HIPAA or ARRA, the definition in this Agreement, HIPAA or ARRA shall govern.

Contractor provides services to MCHCP and, as a result, has access to individually identifiable health information created, received, maintained or transmitted by or on behalf of MCHCP, including electronic protected health information. All such individually identifiable health information is hereafter described as “protected health information” or “PHI”.

As required by HIPAA and ARRA, the parties are entering this Agreement related to the use and disclosure of PHI. This Agreement is required to allow the parties to engage in a business relationship as described in the Contract awarded in connection therewith.

1. Access, Use, and Disclosure of Protected Health Information

1.1 Access, use and disclosure of protected health information. Contractor will have access to protected health information maintained by MCHCP as a part of its functions, activities, or services for, or on behalf of, MCHCP as specified in the Contract. Contractor shall only access such PHI as is minimally necessary to perform its functions, activities, or services for, or on behalf of MCHCP. Contractor shall not use or disclose any such PHI. Contractor shall take appropriate disciplinary action against any member of its workforce who accesses, uses, or discloses PHI in violation of this Agreement and applicable law.

1.2 Reporting. Contractor shall report to MCHCP in writing any unauthorized access, use, or disclosure of PHI. Contractor shall make the report to MCHCP’s Privacy Officer within 3 business days after Contractor knows, or should have known, of any unauthorized access, use, or disclosure of PHI. Contractor’s report shall: (i) identify the nature of the unauthorized access, use, or disclosure; (ii) identify the PHI affected; (iii) identify who made the unauthorized access, use, and/or received the unauthorized disclosure, if known; (iv) identify what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized access, use, or disclosure; (v) identify what corrective action Contractor has taken or shall take to prevent future similar

unauthorized access, use, or disclosure; and (vi) provide such other information, including a written report, as reasonably requested by MCHCP's Privacy Officer. If MCHCP determines that an unauthorized access, use, or disclosure of PHI is a Breach of Unsecured PHI, Contractor shall assist MCHCP as necessary for MCHCP to comply with HIPAA and ARRA breach reporting requirements, including assistance with a risk assessment and identifying or describing: (i) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclose; (ii) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) the types of Unsecured PHI involved in the Breach; (v) any other information as reasonably requested by MCHCP's Privacy Officer. Contractor shall pay for the reasonable and actual costs associated with such notification.

- 1.3 PHI Safeguards. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper access, use, or disclosure of any PHI relating to MCHCP.
- 1.4 Agents and Subcontractors. Contractor will ensure that any agent, including a subcontractor, that may have access to MCHCP PHI agrees to protect the PHI consistent with this Agreement.

2. General Requirements

- 2.1 Compliance Plan. In the event Contractor fails to perform the obligations under this Agreement, MCHCP may, at its option:
 - a) Require Contractor to mitigate, to the extent practicable, any harmful effect occasioned by the disclosure or use of PHI by Contractor or a subcontractor of Contractor in violation of the requirements of this Agreement; and
 - b) Immediately block Contractor's access to PHI, with or without written notice to Contractor.
- 2.2 Termination for cause. Contractor agrees that if MCHCP determines that the Contractor has violated a material term of this Agreement, MCHCP may, at its option, either: (a) notify Contractor and allow Contractor ten (10) working days to cure the violation, (b) immediately terminate its Agreement with Contractor and discontinue their business relationship, or (c) if neither cure nor termination is feasible, report the violation to the Department of Health and Human Services. MCHCP's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 2.3 Legal Obligations. Contractor hereby agrees to maintain the security and privacy of all PHI in a manner consistent with Missouri and federal laws and regulations, including HIPAA, ARRA and any associated regulations, and all other applicable law.
- 2.4 Amendment. MCHCP may amend this Agreement by providing ten (10) days prior written notice to Contractor in order to maintain compliance with Missouri or Federal law or regulations. Such amendment shall be binding upon Contractor at the end of the ten (10) day period and shall not require the consent of Contractor. Contractor may elect to discontinue the Agreement within the ten (10) day period, but Contractor's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance. MCHCP and Contractor may otherwise amend this Agreement by mutual written agreement.
- 2.5 Indemnification. Contractor shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless MCHCP and its respective employees, directors, and agents ("Indemnitees") 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, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of

the acts or omissions of Contractor or any subcontractor of or consultant of Contractor or any of Contractor's employees, directors, or agents related to the performance or nonperformance of this Agreement.

- 2.6 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 such person or entity will have any right to enforce any right or claim any benefit created or established under this Agreement.
- 2.7 Effective Date. This Agreement is effective on the date this Agreement is signed by MCHCP's Executive Director and the obligations herein shall continue in effect so long as Contractor has access to any PHI as a part of its functions, activities, or services for, or on behalf of, MCHCP as specified in the Contract.

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 CONFIDENTIALITY AGREEMENT.

Missouri Consolidated Health Care Plan

Contractor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____