Missouri Consolidated Health Care Plan
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www.mchcp.org

Judith Muck, *Executive Director*

my health. my choice. myMCHCP

February 15, 2024

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Request for Proposal for Group Medicare Advantage PPO Plan

Missouri Consolidated Health Care Plan (MCHCP) will be working with Optavise, an online request for proposal (RFP) system, in the marketing of the 2025 MCHCP Group Medicare Advantage PPO (MA) Plan RFP for a January 1, 2025, effective date. We believe that you will find this RFP a great potential opportunity for your organization and invite you to submit a proposal.

MCHCP is the employee health benefit program for most State of Missouri employees, retirees, and their families. Current Medicare Advantage plan enrollment is nearly 17,000 lives. These members are currently enrolled in a fully insured Group Medicare Advantage PPO plan administered by UnitedHealthcare. Prescription drugs are provided through a self-insured Employer Group Waiver Plan (EGWP) Prescription Drug Plan (PDP) administered by Express Scripts. A very small number of Medicare primary members remain in the commercial plan and are not enrolled in the current MA PPO Plan or EGWP PDP.

Proposals are being requested for a fully insured Group MA Plan and a separate fully insured Group Medicare Advantage PPO Plan with a Medicare Prescription Drug Plan (MAPD). MCHCP is seeking to determine the most effective method – MA Plan or MAPD Plan – for offering medical coverage to most of its Medicare primary members.

The term of the contract awarded as a result of this RFP will be one year with an additional four (4) one-year renewal options available at the sole option of the MCHCP Board of Trustees. Bidders are required to provide guaranteed pricing for the plan year beginning January 1, 2025, with not-to-exceed pricing for CY2026-CY2029.

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 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 MAPD 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 demonstrate the ability to operate a fully insured group Medicare Advantage 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.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the Optavise system). The Intent to Bid is due at 5 p.m. CT, Tuesday, March 12, 2024.

Use of Optavise

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

General Instructions

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

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

System Training

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

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

Key Event Information

Online RFP Released	Wednesday, March 6, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Tuesday, March 12, 2024 5 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Tuesday, March 12, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Tuesday, March 19, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing due	Tuesday, April 2, 2024 5 p.m. CT (6 p.m. ET)

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

We look forward to working with you throughout this process.

Introduction

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

This contract will provide for a fully-insured Group Medicare Advantage (PPO) plan on a national basis to cover Medicare primary eligible members of MCHCP. Medicare primary members who are eligible as a public entity member or an active state employee are not included as part of this RFP. Current Medicare primary-eligible member plan enrollment is nearly 17,000 lives. These members are currently enrolled in a fully-insured Group Medicare Advantage (PPO) Plan administered by UnitedHealthcare. Prescription drugs are currently provided through an Employer Group Waiver Plan (EGWP) Prescription Drug Plan (PDP) through Express Scripts. A small number of Medicare primary members remain in the commercial plan and are not enrolled in the current MA PPO Plan or EGWP PDP.

This document constitutes a request for sealed proposals, to provide a fully-insured Group Medicare Advantage (PPO) plan and a separate fully insured Group Medicare Advantage (PPO) Plan with a Medicare Prescription Drug Plan (MAPD). MCHCP is seeking to determine the most effective method – MA Plan or MAPD Plan – for offering medical coverage to its Medicare primary members.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2025.
- MCHCP intends to award a one-year contract with up to four possible one-year renewals.
- Bidders are required to submit firm, fixed prices for 2025 and not-to-exceed prices for 2026, 2027, 2028, and 2029 for both a fully insured Group Medicare Advantage (PPO) plan and a Group Medicare Advantage (PPO) Plan with a Medicare Prescription Drug Plan (MAPD). MCHCP will evaluate which offer will best meet its needs.
- Per statutory requirements, benefits must be substantially similar to those offered to active employees.
- While bidders are required to submit a bid based on the included plan design and benefits, bidders are encouraged to offer optional plan designs for MCHCP to consider with the goal of keeping member cost-sharing and premium low as possible.
- Pricing and benefits are subject to negotiation prior to contract award and renewal each year.
- Bidders should understand that MCHCP views its foremost obligation as providing efficient and effective services to its membership. MCHCP will aggressively pursue and implement measures toward meeting this goal. Bidders are strongly encouraged to demonstrate in their response to this RFP that they share a common vision and commitment.

- MCHCP intends for the contractor to cover the cost of an implementation audit in the amount of $50,000 performed by MCHCP or its designee.

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 15,000 or more retirees.
- The bidder must demonstrate the ability to operate a fully insured group MAPD plan for at least three organizations with 15,000 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 8, 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.

Background Information

- Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees, retirees, and their dependents. The law also authorizes non-state public entities to participate in the plan. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.
- Current Medicare-eligible state members is nearly 17,000 covered persons.
- MCHCP currently contributes a portion of the premium for Medicare-eligible retirees. The maximum contribution is 65 percent of the total premium. Contribution percentages vary by the employee's years of service at the time of retirement. On average, MCHCP contributes approximately 57 percent of the total premium. Decisions impacting the contribution level are reviewed annually by the MCHCP Board of Trustees. The current contribution policy can be found in 22 CSR 10-2.030 Contributions.
- MCHCP currently contributes approximately 48 percent of the premium for Medicare-eligible Long-Term Disability recipients. There are approximately 25 of these enrollees.
- MCHCP Medicare-eligible members will be required to pay the Medicare Part B premium.

Assumptions and Considerations

Please submit your proposal using the Optavise online submission tool no later than **Monday, April 8, 2024, 5 p.m. CT (6 p.m. ET)**. Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted**.

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

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

Proposal Instructions

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

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

If any information contained in the proposal is found to be falsified, the proposal will immediately be disqualified.

Proposals must be valid until January 1, 2025. If a contract(s) is awarded, prices shall remain firm for the specified contract period.

A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified.

Contract Term

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

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	Wednesday, March 6, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Tuesday, March 12, 2024 5 p.m. CT (6 p.m. ET)
Bidder Question Submission Deadline	Tuesday, March 12, 2024 5 p.m. CT (6 p.m. ET)

MCHCP Responses to Submitted Questions	Tuesday, March 19, 2024 5 p.m. CT (6 p.m. ET)
Online RFP Closes (all proposals due)	Monday, April 8, 2024 5 p.m. CT (6 p.m. ET)
Finalist Presentations/Site Visits (if necessary)	Early May, 2024
Final Vendor Selection	Late May, 2024
Program Effective Date	January 1, 2025

Questions

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

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the Optavise application by **Tuesday, March 12, 2024, 5 p.m. CT (6 p.m. ET)**. Questions received after March 12 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the Optavise Application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions via the messaging module, with a summary of all questions and answers provided by **Tuesday, March 19, 2024.**

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

Proposal Deadline

ALL questionnaires and pricing proposals must be submitted no later than 5 p.m. CT (6 p.m. ET), Monday, April 8, 2024.

Disclaimers

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

The description of coverage and plan design contained in this RFP is solely intended to allow for the preparation and submission of proposals by respondents and does not constitute a promise or guarantee of benefits to any individual.

Confidentiality and Proprietary Materials

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

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

Evaluation Process

Any apparent clerical error may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder's proposal shall not be considered by MCHCP.

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

MCHCP reserves the right to request written clarification of any portion of the bidder's response to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

MCHCP reserves the right to consider historical information and fact, whether gained from the bidder's proposal, question and answer conferences, references, or any other source, in the evaluation process. The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract

resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria

Financial:

Price (MA and MAPD will be evaluated separately)	500 points

Non-financial:

Questionnaire Responses

Non-financial points	500 points

Bonus Points:

MBE/WBE Participation Commitment	10 points

MCHCP will limit the number of finalists to the bidders receiving 85 percent (425 points) of the possible 500 non-financial points available or the top two bidders if less than two bidders receive 85 percent of the possible 500 non-financial points.

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 85 percent threshold to obtain finalist status.

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

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

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

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

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

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

   a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 20 of the Group Medicare Advantage RFP Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table.

   b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-5, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-5, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-5, Participation Commitment, shall be interpreted as a contractual requirement.

<u>Definition -- Qualified MBE/WBE:</u>

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

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

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

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

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

Finalist Presentation

After an initial screening process, a Finalist Presentation may be scheduled, if deemed necessary by MCHCP, to allow the bidder to present the strengths of their proposal and for MCHCP to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP may ask additional questions and/or conduct a site visit of the bidder's service center or other appropriate location.

Negotiation and Contract Award

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

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

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

Renewal of Contract

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

Proposed pricing for Years 2-5 (CY2026-CY2029) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. The contractor must also provide supporting documentation that provides the rationale for any requested rate increase each year.

Using Optavise

The 2025 MCHCP Group Medicare Advantage PPO (MA) Plan RFP contains two broad categories of items that you will need to work on via the Optavise application:

1) Items Requiring a Response:

    a) Questionnaires (e.g., Group MA PPO RFP Questionnaire, etc.) are online forms to collect your responses to our questions about your capabilities.

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

2) Reference Files from Event Administrator:

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

All these components can be found in the Optavise application under the 2025 MCHCP Group Medicare Advantage PPO (MA) Plan RFP on the Event Details page of the application.

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

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

Completing Exhibits A-6 and A-7 Pricing

Instructions on how to complete Exhibits A-6 and A-7 can be found in Attachment 4. The bidder must provide firm, fixed costs for providing services as described in this RFP.

Proposals shall include a fixed premium for program year January 1, 2025 – December 31, 2025, with guaranteed not-to-exceed maximum premiums for program years beginning January 1, 2026 through January 1, 2029. Any premium data submitted or related to the bidder's proposal including any premium data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.

In determining pricing points, MCHCP will consider the potential five-year cost of the contract including the full not-to-exceed premiums for Years 2-5 of the contract. The contractor shall understand that annual renewal premiums for subsequent years of the contract will be negotiated, but must be within the not-to-exceed premiums submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees. Renewal prices are due by May 15 of each year and are subject to negotiation.

Responding to Questionnaires

We have posted two forms for your response:

- Group MA PPO RFP Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to Optavise by**, Monday, April 8, 2024, 5 p.m. CT (6 p.m. ET).**

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

Completing Other Response Documents

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

- Exhibit A-1 - Intent to Bid (due 5 p.m. CT, March 12, 2024)
- Exhibit A-2 – Proposed Bidder Modifications (due 5 p.m. CT, April 8, 2024)
- Exhibit A-3 – Confirmation Document (due 5 p.m. CT, April 8, 2024)
- Exhibit A-4 – Contractor Certification (due 5 p.m. CT, April 8, 2024)
- Exhibit A-5 – MBE-WBE Intent to Participate Document (due 5 p.m. CT, April 8, 2024)
- Exhibit A-6 – Cost Proposal for National Passive MAPD PPO (due 5 p.m. CT, April 8, 2024)
- Exhibit A-7 – Cost Proposal for National Passive MA Only PPO (due 5 p.m. CT, April 8, 2024)

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

- Exhibit A-8 – MCHCP Business Associate Agreement (due 5 p.m. CT, April 8, 2024)

RFP Checklist

Prior to the April 8, 2024, close date, please be sure you have completed and/or reviewed each of the documents listed below:

Type	Document Name
Questionnaire	Group MA PPO RFP Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.docx DUE: Tuesday, March 12, 2024
Response	Exhibit A-2 Proposed Bidder Modifications.docx
Response	Exhibit A-3 Confirmation Document.docx
Response	Exhibit A-4 Contractor Certification.docx
Response	Exhibit A-5 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-6 Cost Proposal for National Passive MAPD PPO.xlsx
Response	Exhibit A-7 Cost Proposal for National Passive MA Only PPO.xlsx
Response	Exhibit A-8 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2025 MCHCP Group Medicare Advantage PPO RFP.pdf
Reference	Attachment 1 – Provider file layout.docx
Reference	Attachment 2 – Data fields for claim file transmission.xlsx
Reference	Attachment 3 – MAPD benefit description.pdf
Reference	Attachment 4 – Instructions for completing pricing exhibits.xlsx
Reference	Exhibit B – Scope of Work (Medicare Advantage).docx
Reference	Exhibit C – General Provisions.docx

Contact Information

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the Optavise application by **Tuesday, March 12, 2024, 5 p.m. CT (6 p.m. ET)**.

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

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 The contractor shall provide a fully-insured <Group Medicare Advantage (MA) PPO Plan> <Group Medicare Advantage PPO and Prescription Drug (MAPD) Plan> for State members in accordance with the provisions and requirements of this document on behalf of Missouri Consolidated Health Care Plan (hereinafter referred to as MCHCP). The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory, and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. 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 the requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract. <Group MA PPO Plan> <Group MAPD Plan> services include, but are not limited to:

B1.1.1 Account management, claim services, and member services,
B1.1.2 Broad national network access for medical <and prescription drug> services (inclusive of mental health and substance use disorder services),
B1.1.3 Telehealth services (inclusive of primary and urgent care, mental health and substance abuse services, physical therapy, and other services that may be optimized on a telehealth platform),
B1.1.4 Care management (inclusive of utilization management and case management)
B1.1.5 Coordination with MCHCP business associates
B1.1.6 Reporting, including data reporting
B1.1.7 Star rating maximization and risk score strategies
B1.1.8 Formulary and clinical program management
B1.1.9 Medicare Advantage and Part D administrative assistance
B1.1.10 Web and consumer tools
B1.1.11 Other optional services, if offered by the contractor and accepted by MCHCP.

B1.2 The 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.

B1.3 The contractor is obligated to follow the performance standards as agreed to in Section 24 of the Group MA PPO Plan RFP Questionnaire.

B1.4 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.

B2. ELIGIBILITY REQUIREMENTS - The contractor shall comply and agree with the following regarding eligibility requirements:

B2.1 The contractor shall agree that eligible Medicare-primary members are those who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility for MCHCP coverage.

B2.2 Termination: The contractor must agree that:

B2.2.1 A member's coverage under this agreement terminates under those conditions specified in MCHCP's statutes, and Rules and Regulations.

B2.2.2 The contractor shall not regard a member as terminated until the contractor receives an official termination notice directly from MCHCP.

B3. LEVEL OF BENEFITS

B3.1 The contractor must administer the minimum benefits, in terms of covered services and member responsibility, as described in the stated plan design. If the bidder has limitations in administering the stated plan designs based on state filings or CMS regulations, then the bidder must identify those limitations and offer an alternative that closely matches the stated plan designs. Bidders may separately propose additional services or options to be included in the plan design at MCHCP's discretion.

B3.2 The contractor must agree to include all benefits covered by <Medicare Parts A and B> <Medicare Parts A, B and D>, and the wraparound services MCHCP chooses to include, and benefits proposed by the contractor and agreed to by MCHCP to achieve the statutory requirement that services covered under Missouri Consolidated Health Care Plan for Medicare primary members be substantially similar to those offered to non-Medicare members.

B3.3 Under no circumstances shall the contractor require a member to pay for any covered services except for stated premiums and applicable member cost-sharing. Members shall not be required to pay any additional enrollment fees, application fees or other charges in addition to the monthly premium.

B3.4 The contractor must coordinate, cooperate, and electronically exchange information with <MCHCP's contracted pharmacy benefit manager (currently Express Scripts, Inc.) and any> other MCHCP contracted vendor(s) necessary to operate MCHCP's benefits. Frequency of electronically exchanged information can be daily.

B3.5 Plan designs and benefits requested are subject to change each plan year. The contractor shall annually notify MCHCP of any requested changes to plan designs and/or benefits by May 15 of each year. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B4. NETWORK

B4.1 The contractor must have in place a broad national network(s). If the provider will be leasing networks in areas where their own network is insufficient, this will be disclosed to MCHCP.

B4.2 The contractor shall maintain a network that is sufficient in number and types of providers, in accordance with CMS guidelines, including providers that specialize in <specialty drugs,> mental health and substance abuse disorder services, to assure that all services will be accessible without unreasonable delay. The contractor shall annually provide no later than January 15 of each year, a network adequacy analysis that details the sufficiency of the network. If the contractor utilizes more than one network, such analysis shall be prepared for each network it utilizes in fulfillment of the requirements herein. For any deficiencies identified as part of the analysis, the contractor shall provide a plan for how members will access services in deficient access areas and a plan for bringing network adequacy into compliance.

B4.3 MCHCP requires that network providers be responsible for obtaining all necessary pre-certifications and prior authorizations and for paying any assessed penalties for not obtaining necessary authorizations.

B4.4 The contractor shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the network to meet the health care needs of the enrolled members. In addition to looking at the needs from an overall member population standpoint, the contractor shall ensure the network is able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency, and low health literacy. The contractor shall notify MCHCP within five business days if the network geographic access changes from what was proposed by the contractor.

B4.5 The contractor shall agree to provide written notice to affected members when providers leave the network. The contractor shall provide continuation of care in accordance with the following:

B4.5.1 For facility terminations or non-renewals, contractor must, at a minimum, notify all subscribers residing within a 40-mile radius of the facility at least 31 days prior to the termination or non-renewal or as soon as possible after non-renewal.

B4.5.2 For non-facility provider terminations or non-renewals, contractor must, at a minimum, notify all members who received care/services from the provider within the last 90 days and from primary care providers within the last 365 days.

B4.6 Member cost-sharing shall be the same whether the member accesses services through network providers or non-network providers as long as the non-network provider accepts Medicare and agrees to bill the contractor.

B5. REPORTING REQUIREMENTS

B5.1 The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any competing company, either directly or indirectly.

B5.2 MCHCP reserves the right to retain a third-party contractor (currently Merative) to receive claims-level data from the contractor and store the data on MCHCP's behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. Data fields to be included on the file are provided in Attachment 2. The contractor agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use. The contractor shall agree to:

B5.2.1 Provide person-level claims and utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;
B5.2.2 Provide data in an electronic form and within a timeframe specified by MCHCP;
B5.2.3 Place no restraints on use of the data provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements; and
B5.2.4 This obligation continues for a period of one year following contract termination at no additional cost to MCHCP.

B5.3 The contractor shall provide standard reports to MCHCP on a quarterly and annual basis. MCHCP and the contractor will negotiate the format and content upon award of this contract. A sample of the bidder's standard reports must be submitted with the proposal. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. Annual reports are due within 45 days of the end of the year. Periodic meetings will be required for sharing of data and results.

B5.4 The contractor shall provide MCHCP with copies of HEDIS results, CAHPS survey results, and any other CMS required reporting for <Medicare Advantage> <Medicare Advantage and Prescription Drug Plan> enrollees.

B5.5 The contractor shall annually, in February of each year, report to MCHCP its medical loss ratio (MLR) for the prior year and project its MLR for the upcoming plan year and provide an analysis of an MLR of less than 85% for the prior year.

B5.6 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor.

B5.7 MCHCP will determine the acceptability of all claim files and reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 24 of the Group MA PPO RFP Questionnaire, will be assessed.

B6. GENERAL SERVICE REQUIREMENTS

B6.1 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B6.2 The contractor must agree that during the life of the contract or any extension thereof, MCHCP and auditors designated by MCHCP shall have access to and the right to examine any pertinent books, documents, papers, or records of the contractor involving any and all transactions related to the performance of the contract. Also, the contractor must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. MCHCP would be responsible for the cost of any such audit or review.

B6.3 The contractor must promptly inform MCHCP of any compliance actions imposed by CMS, including sanctions.

B6.4 The contractor must have an active, current, customized website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers and other information. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will contact the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP.

B6.5 The contractor shall agree that any products contracted for will be branded or co-branded as MCHCP products, to the extent allowed by Medicare/CMS guidelines.

B6.6 The contractor shall have appeal and grievance procedures that comply in all respects to relevant state and federal law.

B7. ACCOUNT MANAGEMENT

B7.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a member service manager, medical director, <pharmacy director,> a clinical contact, <a pharmacy clinical contact,> a person responsible for preparing reports, and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

B7.1.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP. Bidders who are not committed to account service will not receive serious consideration.

B7.1.2 Be extremely responsive.

B7.1.3 Be comprised of individuals with specialized knowledge of the contractor's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.

B7.1.4 Be thoroughly familiar with virtually all the contractor's functions that relate directly or indirectly to the MCHCP account.

B7.1.5 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.

B7.1.6 The contractor agrees to provide MCHCP with at least 15 days advance notice of any material change to its account management and servicing methodology or to a personnel change in the contractor's account management and servicing team.

B7.1.7 The contractor agrees to allow MCHCP to complete a formal performance evaluation of the assigned account management team annually.

B7.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members.

B7.2.1 The contractor is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted.

B7.2.2 The contractor must also present benchmark data by using the health plan's entire book of business, a comparable client to MCHCP, and/or some other industry norm.

B8. MEMBER SERVICE

B8.1 The contractor must provide a high quality and experienced member service department. The health plan staff members must be fully trained in the MCHCP benefit design(s), and the contractor must have the ability to track and report performance in terms of telephone response time, call abandonment rate, and the number of inquiries made by type.

B8.2 The contractor shall maintain a toll-free telephone line to provide prompt access for members, <pharmacies,> and physicians to qualified member service personnel. At a minimum, member service must be available between the hours of 8:00 a.m. and 8:00 p.m. CT, Monday through Friday except for designated holidays.

B8.3 The member services department shall include access to member advocates who are trained to meet member health care and benefit needs. The member advocate must be trained to be proactive and work with members to improve their health, their understanding and usage of benefits and how to find and get care. Examples of advocacy, include but are not limited to helping members find health care providers and schedule appointments, resolve claims and benefit issues, navigating choices for care, access personalized care and services to meet specific needs, and to connect to care teams for chronic and complex conditions.

B8.4 The contractor shall refer all questions received from members regarding MCHCP eligibility or premiums to MCHCP.

B8.5 The contractor is responsible for developing, printing, and mailing identification cards directly to the member's home. The contractor is responsible for these production and mailing costs.

B8.6 The contractor shall agree to develop, print and mail (via first class mail) all communication materials including the Summary of Benefits and Coverage (SBC) to be distributed to the MCHCP membership. MCHCP reserves the right to customize these materials to the extent allowed by Medicare/CMS, and the contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits the contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.). Draft material for open enrollment held in October of each year shall be made available to MCHCP for review and comment by June 1 of each year unless another date is agreed upon by both the contractor and MCHCP. Open Enrollment material shall be mailed by September 1 of each year unless another date is agreed upon by both the contractor and MCHCP. MCHCP may request enrollment meeting assistance from the contractor and will coordinate the utilization of contractor employees when needed.

B8.7 No provider may be listed on the contractor's website or distributed to the membership through the contractor's customer service unit unless a signed contract is in place. The contractor shall routinely monitor the provider listing for completeness and accuracy.

B8.8 The contractor must provide MCHCP members with a toll-free number to request printed provider directories. The contractor must distribute printed provider directories including lists of participating hospitals, PCPs, specialists, and mental health providers to all members that request such information. These printed directories must be mailed to the member within three business days of receipt of such request. The contractor bears all costs for printing and mailing these materials. Contractors are also required to provide this information via their website.

B8.9 The contractor(s) shall have a variety of tools and information sources for MCHCP members. This may include, but is not limited to, the following:

- New member information
- Cost transparency tools that shall utilize network provider rate information and are at a provider level detail as well as in summary
- Member ability to view claim status
- Member information to track deductible, coinsurance, and out-of-pocket maximum status

- Electronic explanation of benefits
- Ability to query and download up to twenty-four (24) months of claims data

B9. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

B9.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.

B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.

B9.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.

B9.1.3 Within two business days after processing any eligibility-related file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

B9.1.4 The contractor shall provide access to view data on their system via a web-based "Employer Portal" to ensure MCHCP-provided eligibility files are correctly updating the contractor's system, and for MCHCP member support to verify individual member-specific information on demand.

B9.1.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B9.1.6 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

B9.1.7 The required method for all file transfers is Secure FTP. No PGP is required but can be implemented upon request. MCHCP will provide an account for the contractor transfers at ftp.mchcp.org.

B9.2 The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML2).

B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set and error reporting responses. MCHCP requires that the contractor accept and run an initial test record set no later than October 15, 2024. Results of the test must be provided to MCHCP by October 30, 2024. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2024.

B10. IMPLEMENTATION

B10.1 The contractor must provide a proposed written implementation plan in the response to this RFP. The final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Testing of eligibility file;
- Acceptable date for final eligibility file;
- ID card and member material production and distribution;
- Finalization of benefit design; and
- Testing of claim file to data warehouse vendor

B10.2 At least forty-five (45) days prior to January 1, 2025 effective date, MCHCP or its designee will have a readiness review/pre-implementation audit of the contractor(s), including an on-site review of the contractor's facilities. The contractor shall participate in all readiness review activities conducted by MCHCP staff or its designee to ensure the contractor's operational readiness for all services (e.g., claims, eligibility, member services, network access, network management, medical management, contractor's staff education, etc.). MCHCP or its designee will provide the contractor with a summary of findings as well as areas requiring corrective action. The contractor is responsible for all costs associated with this review/audit, including travel expenses of the MCHCP review team or its designee.

B10.3 The contractor must agree to place three (3) percent of annual premium at risk as an implementation fee guarantee for the successful implementation of MCHCP's plan on January 1, 2025.

B11. CLINICAL MANAGEMENT

B11.1 The contractor shall integrate and coordinate the following types of services in order to utilize health care resources and achieve optimum patient outcome in the most cost-effective manner: utilization management, case management, discharge planning, disease and demand management, quality management, and medical policy and technology assessment.

B11.2 The contractor shall prospectively and concurrently review the medical necessity, appropriate level-of-care and length-of-stay for scheduled hospital admissions, emergency hospital admissions, medical, surgical, mental health, and other health care services.

B11.3 The contractor shall use documented clinical review criteria that are based on sound clinical evidence and are evaluated periodically to assure ongoing efficacy. The contractor may develop its own clinical review criteria or may purchase or license clinical review criteria from qualified vendors. The contractor shall make available its clinical review criteria upon request.

B11.4 The contractor shall provide physician-to-physician communication. A licensed clinical peer of the same medical specialty shall evaluate the clinical appropriateness of adverse determinations.

B11.5 The contractor shall obtain all information required to make a utilization review decision, including pertinent clinical information. The contractor shall have a process to ensure that utilization reviewers apply clinical review criteria consistently.

B11.6 Utilization management services will be conducted by licensed registered nurses and the contractor shall have available for review on a daily basis board certified specialists representing all appropriate specialties. The utilization management staff must consult with appropriate specialists and sub-specialists in conducting utilization review of hospital, physician, mental health services, and other outpatient services.

B11.7 The contractor shall provide a toll-free telephone number and adequate lines for plan members and providers to access the utilization management program.

B11.8 The contractor shall identify case management opportunities and provide case management services for members with specific health care needs which will assist patients and providers in the coordination of services across the continuum of health care services, optimizing health care outcomes and quality, while minimizing cost.

B11.9 The contractor shall have a mechanism to proactively identify and target for intensified management those cases having the potential to incur large expenditures.

B11.10 The contractor shall provide case managers who will be experienced, professional registered nurses, licensed clinical social workers, and counselors who work with patients and providers to coordinate all services deemed necessary to provide the patient with a plan of medically necessary and appropriate health care.

B11.11 Contractor is encouraged to offer disease management programs and services that the contractor may have in place.

B11.11.1 Bidder shall provide evidence of the effectiveness of its disease management programs, if applicable. Evidence should include member health improvement and the impact on costs.

B11.11.2 Contractor may be required to provide a progress report of MCHCP specific disease management programs at a minimum, after six months and one year of this contract.

B11.12 The contractor shall provide a toll-free line staffed by licensed RNs to answer medical questions from members. The nurse line must be available 24 hours a day, seven days a week.

B12. PAYMENTS

B12.1 The contractor shall agree that the monthly premiums due the contractor will be self-billed on a monthly basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.

B12.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment.

B12.2.1 Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancies must be submitted in writing to MCHCP. Failure to identify a discrepancy within the timeframe stated shall be considered as acceptance of MCHCP's calculations and records.

B12.3 The contractor shall agree and understand that no broker commissions shall be paid by MCHCP.

B13. CLAIMS PAYMENT

B13.1 The contractor shall process all claims with incurred dates of service beginning with the contract effective date through December 31, 2025 and each subsequent year of this agreement.

B13.2 The contractor's claim system must have processes and edits in place to identify improper provider billing. This includes, but is not limited to, up-coding, unbundling of services, "diagnosis creep", and duplicate bill submissions.

B13.3 The contractor shall agree that if a claims payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk to ensure a smooth transition.

B13.4 All penalties assessed by law for failure to timely pay claims will be borne by the contractor.

B13.5 After the contract terminates, the contractor is required to continue processing claims as incurred during the insurance contract period at no additional cost to MCHCP.

B14. PERFORMANCE STANDARDS

B14.1 Performance standards are outlined in Section 24 of the Group MA PPO RFP Questionnaire. The contractor shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. The contractor shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this

contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity.

B14.2 Contractors are required to utilize the Optavise Vendor Manager product that allows contractors to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

B14.3 All performance guarantees must be finalized before a contract is awarded and are subject to negotiation annually.

B14.4 The contractor must agree to guarantee a control of trend increases within the plan which will not negatively impact members.

B14.5 The contractor will agree to a multi-year rate guarantee.

B15. TRANSITION ASSISTANCE

B15.1 In the event of contract termination or expiration, the contractor shall provide all reasonable and necessary assistance to MCHCP to allow for a functional transition to another contractor.

B16. MCHCP REQUIREMENTS AND SERVICE

B16.1 MCHCP will provide the following administrative services to assist the contractor:

- Certification of eligibility
- Enrollments (new, change, and terminations) in an electronic format
- Maintenance of individual eligibility and membership data
- Payment of monies due the contractor
- Coordination of open enrollment period, if necessary

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

C1.1 **Amendment** means a written, official modification to an RFP or to a contract.

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

C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

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

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

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

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

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

C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.

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

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

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

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

C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

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

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

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

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

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

C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

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

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

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

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

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the

requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Tuesday, March 12, 2024, 5 p.m. CT (6 p.m. ET).

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, 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 above might not be answered.

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

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3. PREPARATION OF PROPOSALS

C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.

C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

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

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

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

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

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

C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-8) due to the provisions of HIPAA. Any requested changes shall be noted and returned

with the RFP**. The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

Attachment 1
Provider File Layouts

Provide comma separated text files listing physicians, facilities, and pharmacies in your network as of January 1, 2024. Limit your network files to Missouri providers. If a provider has more than one location, provide a record for each address. If necessary, provide a crosswalk for provider specialty. The following file layout should be used:

Physician File Layout

1. NPI
2. Tax ID
3. Last Name
4. First Name
5. Middle Initial
6. Title (MD, DO, PHD, DSS, etc.)
7. Role 1 (PCP or SPEC)
8. Role 2 (PCP or SPEC)
9. Provider Specialty (Family Practice, Urology, OB/GYN, etc.)
10. Accepting New Patients (Y or N)
11. Accepts Medicare Assignment (Y or N)
12. Street 1 (street address, no P.O. Box)
13. Street 2 (suite number, etc.)
14. City
15. State
16. Zip
17. Phone (area code & 7 digits)
18. County

Facility File Layout

1. NPI
2. Tax ID
3. Facility Name
4. Type of Facility (Hospital, Surgery Center, DME Supplier, Home Health, etc.)
5. Street 1 (street address, no P.O. Box)
6. Street 2 (suite number, etc.)
7. City
8. State
9. Zip
10. Phone (area code & 7 digits)
11. County

Pharmacy File Layout

1. Pharmacy Name
2. Address 1 (Street Address)
3. Address 2
4. City
5. State
6. 5-digit Zip Code
7. County
8. Phone

Attachment 2
Data fields for Claim File Transmission

Field Number	Field Name
1	Adjustment Type Code
2	Allowed Amount
3	Bill Type Code UB
4	Capitated Service Indicator
5	Charge Submitted
6	Claim ID
7	Claim Type Code
8	Coinsurance
9	Copayment
10	Date of Birth
11	Date of First Service
12	Date of Last Service
13	Date of Service Facility Detail
14	Date Paid
15	Days
16	Deductible
17	Diagnosis Code Principal
18	Diagnosis Code 2
19	Diagnosis Code 3
20	Diagnosis Code 4
21	Diagnosis Code 5
22	Diagnosis Code 6
23	Diagnosis Code 7
24	Diagnosis Code 8
25	Diagnosis Code 9
26	Diagnosis Code 10
27	Diagnosis Code 11
28	Diagnosis Code 12
29	Diagnosis Code 13
30	Diagnosis Code 14
31	Diagnosis Code 15
32	Diagnosis Code 16
33	Diagnosis Code 17
34	Diagnosis Code 18
35	Diagnosis Code 19
36	Diagnosis Code 20
37	Diagnosis Code 21
38	Diagnosis Code 22
39	Diagnosis Code 23
40	Diagnosis Code 24
41	Diagnosis Code 25
42	Discharge Status Code UB
43	Discount

Field Number	Field Name
44	Family ID/Employee SSN
45	Gender
46	Line Number
47	Net Payment
48	Network Paid Indicator
49	Network Provider Indicator
50	Ordering Provider ID
51	Ordering Provider Name
52	Ordering Provider Zip Code
53	PCP Responsibility Indicator
54	Place of Service Code
55	Procedure Code
56	Procedure Code UB Surg 1
57	Procedure Code UB Surg 2
58	Procedure Code UB Surg 3
59	Procedure Code UB Surg 4
60	Procedure Code UB Surg 5
61	Procedure Code UB Surg 6
62	Procedure Code UB Surg 7
63	Procedure Code UB Surg 8
64	Procedure Code UB Surg 9
65	Procedure Code UB Surg 10
66	Procedure Code UB Surg 11
67	Procedure Code UB Surg 12
68	Procedure Code UB Surg 13
69	Procedure Code UB Surg 14
70	Procedure Code UB Surg 15
71	Procedure Code UB Surg 16
72	Procedure Code UB Surg 17
73	Procedure Code UB Surg 18
74	Procedure Code UB Surg 19
75	Procedure Code UB Surg 20
76	Procedure Code UB Surg 21
77	Procedure Code UB Surg 22
78	Procedure Code UB Surg 23
79	Procedure Code UB Surg 24
80	Procedure Code UB Surg 25
81	Procedure Modifier Code 1
82	Provider ID
83	TIN
84	Provider Qualifier
85	Provider Type Code Claim
86	Provider Taxonomy Code
87	Provider Zip Code
88	Revenue Code UB
89	Third Party Amount
90	Units of Service

Field Number	Field Name
91	Provider Name
92	Funding Type Code
93	Account Structure
94	Provider NPI Number
95	Provider Address 1
96	Provider Address 2
97	HRA Amount
98	HSA Amount
99	Present on Admission Principal
100	Present on Admission 02
101	Present on Admission 03
102	Present on Admission 04
103	Present on Admission 05
104	Present on Admission 06
105	Present on Admission 07
106	Present on Admission 08
107	Present on Admission 09
108	Present on Admission 10
109	Present on Admission 11
110	Present on Admission 12
111	Present on Admission 13
112	Present on Admission 14
113	Present on Admission 15
114	Present on Admission 16
115	Present on Admission 17
116	Present on Admission 18
117	Present on Admission 19
118	Present on Admission 20
119	Present on Admission 21
120	Present on Admission 22
121	Present on Admission 23
122	Present on Admission 24
123	Present on Admission 25
124	DRG MS Payment Code
125	ICD Version
126	Tax Amount
127	Tax Type Code
128	NDC Number Code
129	Filler
130	Record Type

Attachment 3
Medicare Advantage Plan benefits

Plan Costs	Member Responsibility
Annual medical deductible	$300
Annual out-of-pocket maximum	$1,500
Medical Benefits Medical benefits covered by the plan and Original Medicare	
Service Type	**Member Responsibility**
Doctor's office visit	$15 Primary care provider (PCP)
	$0 Virtual doctor visits
	$30 Specialist
Preventive services Medicare-covered	$0 copay
Inpatient hospital care	$150 copay per stay
Skilled nursing facility (SNF)	$0 copay, Days 1-100
Outpatient surgery	$100 copay
Outpatient rehabilitation Physical, occupational, or speech/language therapy	$30 copay
Mental health Outpatient and virtual	$30 copay - Group therapy
	$30 copay - Individual therapy
	$30 copay - Virtual visits
Diagnostic radiology services such as MRIs, CT scans	$30 copay
Lab services	$0 copay
Outpatient x-rays	$25 copay
Therapeutic radiology services such as radiation treatment for cancer	$30 copay
Ambulance	$100 copay
Emergency care	$100 copay (worldwide)
Urgently needed services	$50 copay (worldwide)
Additional benefits and programs not covered by Original Medicare	
Service Type	**Member Responsibility**
Routine physical	$0 copay; 1 per plan year
Medicare-covered chiropractic care (manual manipulation of the spine to correct subluxation)	$20 copay
Chiropractic - routine	$0 copay, Unlimited visits per year
Foot care - routine	$0 copay, Up to 6 visits per year
Hearing - routine exam	$0 copay
Hearing aids UnitedHealthcare Hearing	Plan pays a $5,000 allowance (combined for both ears) for hearing aids every 2 years.
Vision - routine eye exam	$0 copay, 1 exam every 12 months
Fitness program Renew Active	$0 copay for a standard gym membership at participating locations
Telephonic Nurse Services	Receive access to nurse consultations and additional clinical resources at no additional cost.

Attachment 3
Medicare Pharmacy Plan benefits

Members can fill a prescription at a network pharmacy or through home delivery, and may receive up to a 90-day supply of certain maintenance drugs. The home delivery benefit covers up to a 90-day supply for 2 1/2 copayments.

Medicare members pay the applicable copayment or the cost of the drug, whichever is less, in the Initial Coverage and Coverage Gap Stage.

Description	Tier	Home delivery 90-day supply	Retail 31-day supply	Retail 60-day supply	Retail 90-day supply
Initial Coverage Stage	Tier 1 Preferred Generic drugs	$25 copayment	$10 copayment	$20 copayment	$30 copayment
	Tier 2 Preferred Brand drugs	$100 copayment	$40 copayment	$80 copayment	$120 copayment
	Tier 3 Non-preferred drugs	$250 copayment	$100 copayment	$200 copayment	$300 copayment
Coverage Gap Stage (Donut Hole)	After annual drug costs reach $5,030, members will continue to pay the same cost-sharing amounts as in the Initial Coverage Stage (capped at 25% of network discounted cost) until annual out-of-pocket drug costs reach $8,000. In 2025, the Coverage Gap Stage (Donut Hole) will no longer exist.				
Catastrophic Coverage Stage	After annual out-of-pocket drug costs reach $8,000 members will have $0 cost-share. In 2025, after annual out-of-pocket drug costs reach $2,000, as outlined under the Inflation Reduction Act, members will have $0 cost share.				

Attachment 4
Instructions for completing Exhibits A-6 and A-7
Cost Proposal Tables for National Passive MAPD PPO and National Passive MA PPO

Complete Exhibit A-6 when proposing a National Passive MAPD PPO plan option.

Complete Exhibit A-7 when proposing a National Passive MA PPO plan option.

Complete the tab Implementation to indicate your willingness to provide a one-time implementation credit to fund implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc.

Complete the tab Optional Programs to identify ancillary programs available by your company that would have additional fees.

Complete the tab Supplemental Pricing to identify services provided by your company that would have additional fees.

Complete the tab MAPD/MA Alt Plan Design #1 Pricing for any additional plan designs you are offering. Duplicate the tab as necessary for additional plan designs. Upload the plan design(s) proposed to the Reference Files from Vendor section, and identify the file name on the tab.

When completing Exhibit A-6, bidders must break out the quoted price between the medical (MA) and the drug (PD) components.

We also require the price be broken between the claims and non-claims components, with a further breakdown of each component. Failure to break out the price as indicated may result in your proposal being rejected. Do not enter $0 in any field unless that is truly accurate (e.g., do not enter $0 in the profit field and bury your profit elsewhere).

The quoted price is guaranteed for the first year of the contract, Calendar Year 2025. Utilize tabs 2025 MAPD Price Proposal and 2025 MA Price Proposal for your 2025 pricing.

Provide annual total premium rate cap guarantees for 2026-2029 in the tabs MAPD Renewal Rate Cap and MA Renewal Rate Cap.

Bidders are also requested to provide annual Gain-Sharing arrangements, based on Medical Loss Ratios for each year in tabs MAPD Min Loss Ratio Guarantee and MA Min Loss Ratio Guarantee.

Pricing must be based on MCHCP's data provided with the RFP.

The following information will be provided for development of the Price Proposal, as applicable:

1. Financial Summary Claims Experience - Monthly summary of enrollment, medical and pharmacy experience: 36 months covering incurred January 2021 through December 2023. Data includes FFS medical claims, capitated provider claims including Part B Rx claims, and IBNR. Vendor fees, provider bonuses, additional rider costs, Part B Rx rebates, and Quality Costs (QIA) are not included. The summary also includes risk scores by month from January 2021 - December 2023.
2. Detailed Pharmacy Claims Experience - 26-months of pharmacy data by line item – Claims paid from January 2022 to February 2024.
3. Medical Provider Summary – reflects 12-months of medical data to be used for disruption – January 2023 through December 2023.
4. Pharmacy Provider Summary - reflects 12-months of pharmacy data to be used for disruption – January 2023 through December 2023.
5. MMR data for payment date January 2024.
6. Census as of January 2024.
7. MCHCP’s drug formularies and wrap lists, by plan, as applicable.
8. Data layout file for census, Rx, and MMR data (including definitions)

To gain access to the above data file(s), interested bidders responding to the RFP must upload a signed Exhibit A-1 Intent to Bid to Optavise no later than Tuesday, March 12, 2024. Upon receipt of the Intent to Bid exhibit, Segal will determine if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file. No data will be issued without first having a signed NDA/Confidentiality Agreement on file. If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested Bidder for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA or confirmation of an existing NDA on file, Segal will establish a secure workspace and upload the data file(s). A system-generated email will be sent to the Bidder’s designated data recipient, containing a link to instructions for accessing the workspace.

The current copay structure to be used for pricing is outlined in Attachment 3. Note that the pricing should reflect changes related to the Inflation Reduction Act in 2025, including the elimination of the coverage gap stage, and reduction of maximum member out-of-pocket member to $2,000 in the catastrophic stage. The Price Proposal will be scored based on the outlined copay structure, with appropriate modification to comply with the Inflation Reduction Act.

The plan design to be used for pricing is outlined in Attachment 3. The Price Proposal will be scored based on the outlined benefit design.

Provide all rates on a per member per month (PMPM) basis. Exclude commissions from your premium rates.

Input cells are shaded in yellow. Cells not shaded in yellow will calculate. Please fill in all cells as requested and return the Price Proposal in Excel format.

Group MA PPO RFP Questionnaire

All responses to questions must be based on your experience in providing Group Medicare Advantage plans to employer groups, not your commercial business or experience in the individual market. MCHCP requires that you provide concise responses to questions requiring explanation. Please note there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of the questionnaire.

Proprietary Statement

1.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all bid file material for review by appointment. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with this RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name	
Name of parent organization (if applicable)	
Describe your company structure including subsidiaries and affiliates	
Corporate address	
Name of contact person for questions regarding this RFP response	
Telephone	
Email address	

2.2 Provide information about your organization for the most recent completed fiscal year in the chart below:

	Response	Additional Comments
Fiscal year dates		
Revenue		
Operating Profit		
Debt		
Number of employees		
Ownership structure		

2.3 Describe any recent mergers, acquisitions, or partnerships that have impacted or may impact the services requested in this RFP.

Response

2.4 To how many employer groups does your organization provide Group Medicare Advantage plans?

Number of groups of 15,000 or more members	
Number of groups of 10,000-14,999 members	
Number of groups of 5,000-9,999 members	
Number of groups of 2,000-4,999 members	
Number of groups less than 2,000 members	

2.5 Provide the total number of employers, number of members, and number of non-employer members covered by your organization in 2023 in the following Group Medicare Advantage products:

	Number of employers	Number of employer members	Number of non-employer members
HMO			
Group National PPO			
Regional PPO			

2.6 How many years has your organization provided Medicare Advantage products to employer groups?

Number of years

2.7 Provide your organization's group year-end Medicare membership for each of the last five years. Explain any significant variations of +/- 10% for each of the last 5 years.

	2020	2021	2022	2023	2024
Medicare membership					
Explain significant variations of +/- 10%					

2.8 Provide your organization's group year-end Missouri Medicare membership for each of the last five years. Explain any significant variations of +/- 10% for each of the last 5 years.

	2020	2021	2022	2023	2024
Medicare membership					
Explain significant variations of +/- 10%					

2.9 Is there any significant litigation and/or government action pending against your company, or has there been any action taken or proposed against your company within the last five (5) years?

- ◯ Yes (describe the situation prompting the suit(s) and the outcome or current status)
- ◯ No

2.10 Were you ever listed by CMS as a probationary vendor?

- ◯ Yes (please explain)
- ◯ No

2.11 Has your organization ever been sanctioned by CMS? Check all that apply, and provide an explanation.

- ☐ Corrective action plan (please describe)
- ☐ Civil monetary penalties (please describe)
- ☐ Suspension of marketing and enrollment (please describe)
- ☐ Other (please describe)
- ☐ Have not been sanctioned

2.12 Confirm you have uploaded details regarding your CMS star ratings for the last three years. Upload the document to the Reference Files from Vendor section, and name the file "Q2.12 CMS Star Rating".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

2.13 Confirm you have uploaded copies of your CMS Performance Reporting for each of the last two years. Upload the file to the Reference Files from Vendor section, and name the file "Q2.13 CMS Performance Reporting (yyyy)".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

2.14 Describe any plan accreditation and/or certifications that your organization has received (e.g., NCQA, URAC, etc.).

Response

2.15 Identify your company's General Liability and Errors & Omissions insurer protecting your clients. Describe the type and limits of each coverage.

	Name of Insurance Carrier	Type of Coverage	Coverage Amount	Pertinent Exclusions
Insurer				
Insurer (2nd)				

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

	Company Name	Service provided	Length of relationship	Expiration date of partnership	Principal place of business	Locations where services will be provided
Subcontractor #1						
Subcontractor #2						
Subcontractor #3						
Subcontractor						

#4						
Subcontractor #5						

2.17 Do you expect to expand or reduce the number of Group Medicare Advantage plans you offer in the next five (5) years? If anticipating an increase, please explain plans for management of the expansion.

- ◯ Expand (please explain)
- ◯ Reduce (please explain)

2.18 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. If necessary to provide a full description, upload a document to the References Files from Vendors section, and name the file "Q2.18 Economic Impact".

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.

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

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.

Account Management and Implementation

3.1 What is the MA group contract number on which the MCHCP's account will reside for each plan option you are proposing?

Response

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

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)										%
Account Management (Secondary)										%
Implementation (Primary)										%
Implementation (Secondary)										%

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

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)										%
Account Management (Secondary)										%
Implementation (Primary)										%
Implementation (Secondary)										%

3.4 Confirm you have uploaded to the Reference Files from Vendor section an organizational chart for the proposed account management and implementation teams, showing lines of authority up to and including the executive management level. Name the document "Q3.4 Organizational Chart". Include all functions such as claims, member services, billing, etc.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

3.5 Do your services include legislative updates to plan sponsors?

- ◯ Yes (please describe)

○ No (please explain)

3.6 Confirm you have uploaded in the Reference Files from Vendor section a detailed implementation plan. The implementation plan should assume a January 1, 2025 implementation date. Name the document "Q3.6 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.

○ Confirmed
○ Not confirmed (please explain)

3.7 Will your implementation team and account management team commit to 8 business hour acknowledgement of phone calls and/or emails?

○ Yes
○ No (please explain)

3.8 Describe how your organization will test the program to ensure claims will process correctly on the program 'go-live' date of January 1, 2025.

Response

3.9 Describe the process and timing if MCHCP elects to perform a third party pre-implementation audit. Include in your response the development and testing scenarios, the duration of the audit and any blackout audit dates, the format of the audit, and whether there will be a 'live' webinar where MCHCP and third party auditor can see claims being adjudicated on the contractor's system. If necessary to provide a complete explanation, upload a document to the Reference Files from Vendor section, and name the file "Q3.9 Pre-implementation audit".

Response

3.10 Confirm all MCHCP members will have a valid, accurate ID card in hand prior to January 1, 2025.

○ Confirmed
○ Not confirmed (please explain)

3.11 How long will the implementation team stay involved after program 'go-live' date for troubleshooting before a handoff to the account management team?

Response

3.12 What services, support, and information are needed from MCHCP in order to expedite implementation? Be specific.

Response

3.13 Explain the banking arrangement for the payment and reconciliation of premiums.

Confirm you agree that premiums will be paid in arrears

How is date of termination, new enrollment and payment/reconciliation of premiums managed?

Do you have flexibility to work with MCHCP if our requirements are non-standard?

Member Service and Plan Administration

4.1 Provide the following information about your Member Services Department(s).

Location(s)

Days of operation

Hours of operation (staffed by live representatives)

Holidays observed

Number of member services representatives assigned to MCHCP account

Number of other clients assigned member service representatives are responsible for (average # per rep)

Experience level of staff (average # of yrs)

4.2 Describe how the member services team is kept apprised of any changes to MCHCP's plan.

Response

4.3 Will you provide MCHCP with a dedicated Member Services team?

○ Yes (please describe)
○ No (please explain)

4.4 Describe the training your member services representatives will receive specific to MCHCP's plan.

Response

4.5 How will the Member Services teams differ between MA and MAPD?

Response

4.6 What type of information about physicians is readily available to members (check all that apply)?

	Member services department	Website
Board certification	☐	☐
Listing of specialties	☐	☐
Medical school granting degree	☐	☐
Member feedback about the provider	☐	☐
Residency information	☐	☐
Whether practice is accepting new patients	☐	☐
Consumer satisfaction survey	☐	☐
Clinical outcomes	☐	☐
Number of procedures performed, where appropriate	☐	☐

4.7 What type of information about pharmacies is readily available?

Response

4.8 What screens and online information do member services representatives have access to (check all that apply)?

- ☐ Eligibility
- ☐ Benefits
- ☐ Pre-certification
- ☐ Claims
- ☐ Network providers
- ☐ Other (please describe)

4.9 What features are available to the member via your website (check all that apply)?

- ☐ Access provider directory
- ☐ Verify eligibility
- ☐ Check claims status
- ☐ Request ID card
- ☐ Review Explanation of Benefits
- ☐ Check status of deductibles, maximums, or limits
- ☐ Research specific medical conditions or wellness information
- ☐ Access customer service via e-mail
- ☐ Ask a plan nurse health questions via e-mail
- ☐ Obtain a history of medical claims
- ☐ Map provider locations
- ☐ Satisfaction surveys
- ☐ Develop and save a health profile
- ☐ Complete a health risk assessment
- ☐ Ability to see a summary of MCHCP's plan design and review the current EOC and ANOC
- ☐ Star ratings
- ☐ Up-to-date MCHCP's specific formularies with tier rankings (if applicable)
- ☐ Other (please explain)

4.10 Confirm your member website is maintained for HIPAA and CMS compliance.

- ○ Confirmed
- ○ Not confirmed (please explain)

4.11 Describe your mobile application and how it is designed to serve a senior membership.

Response

4.12 Does your company provide member service support via a single, national toll-free telephone number?

- ◯ Yes
- ◯ No (please explain)

4.13 Are all calls documented and/or recorded?

	Yes (please describe)	No
Documented	◯	◯
Recorded	◯	◯

4.14 How are overflow calls handled during busy call times (check all that apply)?

- ☐ Calls transferred to another call center (list locations)
- ☐ Voice mail
- ☐ IVR
- ☐ Chat feature
- ☐ Email to customer service
- ☐ Other (please explain)

4.15 What is the ratio of member services staff per 1,000 members?

Number of staff per 1,000 members

4.16 What is the most recent annual turnover rate for your member services staff?

Percent %

4.17 For the most recently completed calendar year, provide the data requested below on the call center to be used for MCHCP:

	Average time to answer (in seconds)	Call abandonment rate	First call resolution rate
Company standard		%	%
Company actual 2023		%	%

4.18 Provide your company's average response time (in business days) for written inquiries other than grievances and appeals over the last 12 months.

	Corporate standard (in days)	Actual results (in days)
Written inquiries		

4.19 Does your company conduct annual member satisfaction surveys?

- ◯ Yes
- ◯ No (please explain)

4.20 Confirm that you have uploaded results from your most recent member satisfaction survey in the Reference Files from Vendor section, and named the file "Q4.20 Satisfaction Survey Results".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

4.21 What is the ID card turnaround time (defined as the average number of business days between enrolling a new group/member and plan mailing ID cards to members) for each of the following:

New contract

Future plan years

Newly eligible

4.22 Can ID cards be customized for MCHCP?

- ◯ Yes, at no additional cost
- ◯ Yes, at an additional cost (please specify cost on Supplemental Pricing)
- ◯ No (please explain)

4.23 Confirm you have uploaded samples of the member communications materials included in your financial proposal. Upload the materials to the Reference Files from Vendor section, and name the file "Q4.23 Member Communications".

◯ Confirmed
◯ Not confirmed (please explain)

4.24 Describe your Medicare Part D Low-Income Subsidy (LIS) processes and how you will work with MCHCP to administer this, if applicable.

Response

4.25 Describe your Medicare Part D Late Enrollment Penalty (LEP) and how you will work with MCHCP to administer this.

Response

4.26 Confirm that you will be available and participate in MCHCP's Open Enrollment communications campaign. Describe your involvement and how you will assist members in learning about their benefit options.

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

Technology and Security

5.1 When was the last system/platform upgrade for each of the following systems? If an upgrade is planned within the next 24 months for any of the systems listed, provide the projected date.

Customer Relation Management (CRM) (MM/YYYY)
Eligibility (MM/YYYY)
Claims (MM/YYYY)
Other (please describe)

5.2 Will MCHCP have access to update member eligibility information online?

◯ Yes, at no additional cost
◯ Yes, at an additional cost (include the cost in Supplemental Pricing)
◯ No (please explain)

5.3 Is backup data stored in multiple locations?

Yes (please describe)
No (please explain)

5.4 What practices do you have in place to protect the confidentiality of individual information when electronically storing and/or transferring information?

Response

5.5 Describe the HIPAA-compliant security measures you have in place.

Response

5.6 Describe your process for addressing security breaches.

Response

5.7 Do you adhere to the latest approved accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C)?

Yes (please describe)
No (please explain)

5.8 Are mobile apps available for use by your membership?

◯ Yes (please describe)
◯ No (please explain)

5.9 Describe your organization's IT infrastructure and development platform.

Response

5.10 Discuss your IT system's scalability and overall capacity to sufficiently support the expected volume increase if your organization is awarded this contract.

Response

5.11 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference

Files from Vendor section, and name the file "Q5.11 Reliability Metrics".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

5.12 Does your web portal support single sign-on utilizing Security Assertion Markup Language (SAML)? If not, do you support single sign-on utilizing another standard? If so, please name the standard you support.

- ◯ Support single sign-on using SAML
- ◯ Support single sign-on using different standard (please list)
- ◯ Do not support single sign-on (please explain)

5.13 Confirm you have uploaded a document describing your disaster recovery and business continuity plans in the Reference Files from Vendor section, and named the document "Q5.13 Disaster Recovery Plan".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

5.14 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plans. Upload the document to the Reference Files from Vendor section, and name the file "Q5.14 Disaster Recovery Plan Testing".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

5.15 What assurances can you provide that your cybersecurity program is adequately designed and operating effectively?

Response

5.16 Do you have a SOC cybersecurity (SOC2) examination or other independent examination performed?

- ◯ Yes (please describe)
- ◯ No (please explain)

5.17 Confirm you will provide a copy of your SOC2 report if awarded the contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

5.18 Provide the following statistics for the most recent plan year that demonstrate level of member utilization and engagement with your online resources.

Web - unique visitors

Mobile device app-based - unique downloads

Registrations - percentage of total enrolled that have registered for web-based online resources %

Web - average time spent (ATS) per visit (in minutes)

Web bounce rate percentage - percentage of logins that results in the member getting logged out %

Online account usage - percentage of total enrolled population who has used the online account two or three years after registering %

Email addresses - percentage of emails obtained from the total enrolled population %

5.19 Please describe your pre-edit or post-enrollment reporting of processed eligibility data for accuracy and evaluation.

Response

5.20 Provide contact information and alternates for the individual responsible for IT-related issues.

	Primary contact	Alternate #1 contact	Alternate #2 contact
Contact name			
Phone			
Email			

Reporting

6.1 Confirm you have provided copies of your standard reporting package that will be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q6.1 Sample Reports".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

6.2 Provide a list of your standard reports. In addition, include a description of each report, the frequency of the report, and how the report will be delivered to MCHCP.

	Report name	Report description	Frequency of report	Delivery method (online, paper, etc.)
Report #1				
Report #2				
Report #3				
Report #4				
Report #5				
Report #6				
Report #7				
Report #8				
Report #9				
Report #10				

6.3 Confirm you are able to customize reports.

- ◯ Confirmed, at no additional cost to MCHCP
- ◯ Confirmed, at an additional cost to MCHCP (include additional cost in Supplemental Pricing)
- ◯ Not confirmed (please explain)

6.4 Does your organization currently provide data to Merative or any other decision support system vendor on behalf of clients (check all that apply)?

- ☐ Merative
- ☐ Other decision support system vendor(s) (list other vendors)
- ☐ No

6.5 Confirm that your organization will provide claim line detail for ALL claims-medical and pharmacy-including, but not limited to, financial and diagnosis information. A description of the claims level detail can be found in Exhibit B, Section B5.2. Note this document may be subject to change depending on data that may be needed for analysis.

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

6.6 Confirm that you will submit the Part C and Part D Medicare Membership Reports (MMR) monthly, including all fields as received from CMS.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

6.7 Confirm that you will submit the Part C and Part D Model Output Reports (MOR) upon request, no more often than annually, including all fields as received from CMS.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

6.8 Confirm all reports developed throughout the contract term will be reviewed and verified for accuracy prior to distribution.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

6.9 Confirm that for renewals, you will provide at least the same detail as requested in the Price Proposal for the 'MA Component of Premium PMPM' and/or 'PD Component of Premium PMPM'. Note this request may be subject to change depending on detail that may be needed for analysis.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

6.10 Do you have an internet-based reporting system that MCHCP will have access to? If so, upload copies of the reporting that is available, and name the document "Q6.10 Internet-based Reporting".

- ◯ Yes, at no additional cost
- ◯ Yes, at an additional cost (indicate cost in Supplemental Pricing)
- ◯ No (please explain)

Claims Administration and Audits

7.1 Identify the claim office location proposed to service the MCHCP account. List all locations if more than one location will service the MCHCP account.

Location(s)

7.2 Will all medical claims be handled out of this facility? If not, what other location?

- ◯ Yes, including mental health claims
- ◯ Yes, excluding mental health claims
- ◯ No, name other location(s)

7.3 Do you provide EOBs to members? If so, upload a sample to the Reference Files from Vendor section, and name the file "Q7.3 Sample EOB".

- ◯ Yes, and a sample has been uploaded
- ◯ Yes, and a sample has not been uploaded (please explain)
- ◯ No (please explain)

7.4 Provide accuracy rates for your most recent audit period for the proposed primary claim office. Include the measurement definition.

Date of last audit (MMYYYY)

Processing accuracy rate %

Processing accuracy definition

Payment accuracy rate %

Payment accuracy definition

Financial accuracy rate %

Financial accuracy definition

Coding accuracy rate %

Coding accuracy definition

7.5 Describe in detail any policies/procedures that prevent fraud and fraudulent claim submissions.

Response

7.6 Do member services and claims processing units have access to the same claims system and level of information?

- ◯ Yes
- ◯ No (please explain)

7.7 Describe your certified quality programs (e.g. Six Sigma, ISP, SAS 70, etc.)

Response

7.8 Does your system currently have any edits that help identify unnecessary medical treatment?

- ◯ Yes (please describe)
- ◯ No (please explain)

7.9 What percentage of claims per examiner is audited on a daily basis to ensure payment accuracy?

Percent %

7.10 What is the dollar amount threshold over which all claims are audited?

Dollar amount

7.11 Describe your internal audit procedures, including areas audited and frequency of audits. Give 2023 results (or last audit).

Procedures

Areas audited

Frequency of audits

Date of last audit

7.12 Does your company engage an independent auditor to evaluate internal controls?

◯ Yes (please describe)

◯ No (please explain)

7.13 Describe protocol and use of proper quality control testing for any benefit or program changes (e.g., codes or fee schedule updates) prior to live release.

Response

7.14 Describe your medical Prior Authorization (PA) and medical pre-certification process.

Response

7.15 Describe how you accept and/or address medical PA and pre-certification approvals from the existing MA carrier and the Medical PPO/HSA plan carrier. How are such files loaded, verified, and tested in your system? Will you honor existing medical PAs and pre-certifications?

Response

7.16 What guidelines are used to determine medical necessity? Describe how claims are reviewed for medical necessity including for post-acute care. What type of algorithms, technology, and tools are used to assist in determinations for post-acute care?

Response

Utilization and Case Management

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

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Number of current members in accounts	Maximum number of accounts
Clinical Contact (Primary)									
Clinical Contact (Secondary)									

8.2 Provide a brief description for the following health management programs provided by your organization for your Medicare Advantage members.

	Description	How long in place?
Health risk management		
Chronic disease management		
High cost case management		
Care coordination		
Other		

8.3 What does the Utilization Management (UM) program include (check all that apply)?

☐ Written utilization management criteria

☐ Criteria distributed to all network physicians

☐ Case management triggers

☐ Other (please explain)

8.4 Describe your UM problem identification process, intervention process, including methods, frequency, and success rates.

Response

8.5 Will you provide a dedicated care management team? If yes, where will it be located?

◯ Yes (please describe, including location)

◯ No (please explain)

8.6 Are clinical guidelines implemented uniformly across geographic service areas?

◯ Yes

◯ No (please explain)

8.7 Describe your pre-certification program including who performs the medical review function.

Response

8.8 Describe the top three initiatives your company has implemented in the past two (2) years to improve quality and outcomes of patient care.

Initiative 1

Initiative 2

Initiative 3

8.9 Describe how your organization monitors HCC scores with CMS and any ROI that has been achieved.

Response

8.10 Describe how you assure proper payment from CMS based on the the member's true health status.

Response

8.11 Regarding case management, what is your organization's policy and procedure as it relates to communication with the member and the treating physician? Indicate any standards related to frequency of contacts.

Response

8.12 Are cases requiring discharge planning from acute care facilities handled through case management or through the utilization review process?

- ◯ Case Management (please describe)
- ◯ Utilization review process (please describe)

8.13 How many provider advocates do you have working in Missouri? Distinguish between those employees physically working in Missouri and those working telephonically in Missouri.

Number of employees physically working in Missouri

Number of employees working telephonically in Missouri

8.14 Confirm you have uploaded examples of your efforts to educate members and providers on your care management programs. Materials must be uploaded to the Reference Files from Vendor section, and named "Q8.14 Care Management Communications".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

8.15 Provide the percentage of overall plan membership that meets your care management criteria.

Percent of plan's overall membership %

8.16 Do you track outcomes from care management services, including member satisfaction?

- ◯ Yes (please describe)
- ◯ No (please explain)

8.17 What percentage of care management cases are reviewed? How often are cases reviewed?

Response

8.18 Describe how new medical treatments and procedures are evaluated and recommended for coverage.

Response

8.19 Describe any initiatives you have underway to direct members to providers with the best demonstrated outcomes for specific conditions.

Response

8.20 Describe any value-based contracting practices you have in place and in development both nationally and in Missouri (to the extent permitted by CMS). Please list the entities in Missouri under such contracts.

Response

8.21 Describe the support you provide to members that reside in lower income zip codes to access/link to community-based services including any tools to help members access and use virtual health care services.

Response

Coordination with PBM

9.1 MCHCP may continue to have pharmacy benefits for its Medicare-primary eligible members administered by Express Scripts through its existing EGWP PDP. Do you currently have a relationship with Express Scripts to allow for this coordination?

◯ Yes (please describe, including length of relationship and number of clients)

◯ No (please explain)

9.2 If you currently have a relationship with Express Scripts, provide references for up to three current employer clients for whom you coordinate with Express Scripts on a Group Medicare Advantage plan. If possible, use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Company Name	Contact Name	Phone Number	Email address	Services provided by your organization	Number of Covered Members	Number of years working with your organization
Current Client #1							
Current Client #2							
Current Client #3							

9.3 Describe what information you need from the EGWP PDP and the frequency of the information transmitted.

Response

Disease Management

10.1 Provide the following information about your top disease management programs provided to your Medicare Advantage members.

	Disease	Program inception date (MM/YYYY)	Number of members managed in calendar year 2023	Percent of candidates enrolled	Opt-out rate
Program 1				%	%
Program 2				%	%
Program 3				%	%
Program 4				%	%
Program 5				%	%
Program 6				%	%
Program 7				%	%
Program 8				%	%

10.2 Describe your process for managing members in disease management programs.

Response

10.3 Provide a description of how you measure the results (ROI) of the disease management program. Give examples of results achieved in two clients of similar size.

Client 1

Client 2

10.4 For the programs listed in Q10.1, indicate if your organization has seen a resulting decrease in admissions for these diagnoses from the year prior to the program being implemented. If you have seen a decrease, indicate the percentage decrease you have seen. If your organization has not seen a decrease in hospitalizations for the diagnoses managed through disease management, provide your assessment as to why this may not have occurred.

◯ Decrease (#.##% decrease) %

◯ No change (please explain)

◯ Increase (please explain)

Plan Design and Benefits

11.1 Confirm you will be able to replicate the current plan design for the national MA and/or MAPD PPO plan, with the same benefits for services rendered in-network and out-of-network for medical and Part D prescription drug services. If not, indicate any deviations.

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

11.2 Please describe any supplemental and/or enhanced benefits you are offering.

	Added benefit	Description
Benefit #1		
Benefit #2		
Benefit #3		
Benefit #4		
Benefit #5		

11.3 Confirm you have uploaded any additional plan designs that may be available to MCHCP. Upload the documents to the Reference Files from Vendor section, and name the file "Q11.3 Additional Benefit Designs".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

11.4 Are there any parts of the MCHCP program services currently offered you believe you will not be able to administer?

- ◯ Yes (please describe)
- ◯ No

11.5 Have you obtained the necessary waivers to provide access outside your established service area?

- ◯ Yes (please describe)
- ◯ No (please explain)

11.6 What types of expanded coverage beyond traditional Medicare do you provide within your Group Medicare Advantage program (e.g. hearing aid coverage/discount, chiropractic, acupuncture, etc.)? How are those services covered?

	Describe service	Description of coverage provided	Do you plan to offer this service to MCHCP (Yes/No)?
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			

Wellness, Prevention and Consumer Support

12.1 Describe any educational materials you provide to members to assist them in being better consumers. Identify if the materials are web-based, hard copy, or both (check all that apply).

- ☐ Web-based (please describe)
- ☐ Hard copy (please describe)
- ☐ Both (please describe)
- ☐ Other (please describe)

12.2 Describe any programs dealing with wellness or consumerism you have and/or are currently developing that will be operational by 2025.

Response

12.3 Do you provide "specific" educational materials to "persons at-risk"? If yes, upload copies of the specific materials you use to the Reference Files from Vendors section, and name the document "Q12.3 Education Materials - At Risk".

- ◯ Yes, at no additional cost
- ◯ Yes, at an additional cost (please specify cost in Supplemental Pricing)
- ◯ No

12.4 Do you provide "general" educational/prevention materials to all members? If yes, upload copies of the specific materials

you use to the Reference Files from Vendors section, and name the document "Q12.4 Education Materials - General".

- ◯ Yes, at no additional cost
- ◯ Yes, at an additional cost (please specify cost in Supplemental Pricing)
- ◯ No

Star Rating Maximization and Risk Score Strategies

13.1 Describe your plans for CMS Star Rating maximization.

Response

13.2 Describe your approaches to risk adjustment. Include in your response any innovative programs you use to improve the accuracy of the risk scores and any increase in scores you have been able to achieve.

Response

13.3 Describe your process for reconciling member risk scores with risk scores on file with CMS, tracking member risk scores, and tracking the financial impact of risk-adjusted scores.

Response

13.4 How do your risk adjustment strategies impact the pharmacy risk score?

Response

13.5 What are your risk score strategies for individuals aging into Medicare?

Response

13.6 What does your organization do to educate providers on the importance of complete medical record documentation to support the data used for risk adjustment?

Response

13.7 What controls does your organization have in place to ensure all required data is sent to CMS for each data collection period?

Response

13.8 What does your organization do to audit the quality and completeness of provider claims data?

Response

Medical Provider Network

14.1 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 1. Name the file "Q14.1 Medical Provider Network".

- ◯ Confirmed
- ◯ Not confirmed (explain)

14.2 Confirm you have uploaded to the Reference Files from Vendor section a list of hospitals and health care facilities under contract in your proposed network for each county in Missouri. Name the file "Q14.2 Hospital Network".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

14.3 Confirm you have uploaded a complete access study that demonstrates your organization's ability to provide access to all members in your proposed service area. As a reminder, a national offering is preferred. Upload the document to the Reference Files from Vendor section, and name the file "Q14.3 Access Reports".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

14.4 Are you anticipating any material changes in network size (for either hospitals or physicians) in your network area during the next 18-24 months?

- ◯ Yes, an increase in the network size (please explain)
- ◯ Yes, a decrease in the network size (please explain)
- ◯ No

14.5 Describe your experience in administering an employer group program under an expanded service area waiver in order to provide national coverage.

Response

14.6 How have you met the requirements for the extended service area waiver for other employer clients?

Response

14.7 Complete the following table, indicating the percentage of your Medicare Advantage plan providers that voluntarily resigned from your plan in each of the last two (2) years. List the top three reasons for their departure.

	Percent of providers that voluntarily resigned from plan	Top three reasons for departure
2022	%	
2023	%	

14.8 What percentage of your Medicare Advantage physicians have been terminated from your plan in each of the last two years due to quality of care problems or over/under utilization?

2022 %

2023 %

14.9 What percentage of your Medicare Advantage plan primary care physicians practicing in Missouri are accepting new Medicare Advantage patients?

Percent accepting new patients %

14.10 How will you notify MCHCP of major changes in your provider network?

Response

14.11 Briefly describe your network contracting approach. At a minimum, address network access guidelines, expansion efforts, and anticipated changes in service areas where MCHCP has significant concentrations.

Response

14.12 Do you offer specialty networks (mental health, chiropractors, etc)?

- ◯ Yes (please describe all)
- ◯ No (please explain)

14.13 If you answered "Yes" to Q14.12 above on specialty networks, do you use subcontractors to provide these benefits or is it done internally?

- ◯ Use subcontractors (please list)
- ◯ Internal (please describe when networks were developed)
- ◯ Use both subcontractors and internal network (please describe)
- ◯ Not applicable

14.14 How often do you update provider listings on your website?

- ◯ Daily
- ◯ Weekly
- ◯ Monthly
- ◯ Quarterly
- ◯ Semi-annually
- ◯ Other (please explain)

14.15 Describe your company's member notification procedure if a network provider terminates its contract during the plan year. Include a description of the assistance offered to plan members.

Response

14.16 If any part of your network is not wholly owned, provide the following:

- ☐ Network name
- ☐ Owner/part owner
- ☐ Length of relationship/contract
- ☐ Description of relationship/contract
- ☐ Not applicable

14.17 In the event a member seeks inpatient services at a network hospital, whose responsibility is it to ensure all services (e.g., lab/x-ray services) are provided at the network level?

- ◯ Member's Responsibility

- ◯ Provider's Responsibility
- ◯ Other (please explain)

14.18 Do you monitor patient access to network providers (e.g. office waiting time, appointment delays or cancellations)?

- ◯ Yes
- ◯ No (please explain)

14.19 Do you have a Centers for Excellence Program?

- ◯ Yes (please list programs available)
- ◯ No (please explain)

14.20 Is the network accredited by an outside organization?

- ◯ Yes (describe accreditation standing and effective date)
- ◯ No (please explain)

14.21 Do you monitor provider compliance with policies and practice patterns?

- ◯ Yes (please describe)
- ◯ No (please explain)

14.22 Confirm you offer a PPO network that provides that non-network providers are treated as network if they accept Medicare and agree to bill your plan.

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

Pharmacy

15.1 If MCHCP decides to award a MAPD contract, confirm you are willing and able to provide the same plan design and coverage MCHCP offers through its current EGWP PDP. If not, please provide details of those items you are not able to provide.

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

15.2 Provide the name of the proposed formulary program.

Response

15.3 Provide the name of and describe the additional formularies you offer.

Response

15.4 Confirm you are able to offer MCHCP's current list of supplemental coverage.

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

15.5 Describe your formulary management support services.

Response

15.6 Describe whether your proposal includes an optional supplemental coverage that wraps around the basic Medicare Part D benefits (i.e., bonus drug list) and what this supplemental coverage looks like.

Response

15.7 Confirm you have uploaded a formulary listing of the non-Part D covered drugs under the supplemental coverage. Upload the file to the Reference Files from Vendor section, and name the file "Q15.7 Non-Part D supplemental drugs."

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.8 How does your organization manage the non-Part D covered drugs?

Response

15.9 Confirm your changes to your formulary, from one year to another, will not impact more than two percent of members.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.10 Describe how you will work closely with MCHCP on the drug formulary to ensure the least amount of member disruption as members transition from the active/non-Medicare plan to the MAPD plan.

Response

15.11 Describe how a member will be able to obtain an excluded prescription through a Prior Authorization for medical necessity.

Response

15.12 Provide the following information about your Prior Authorization process.

Describe your prior authorization process.

Describe your appeal process of denied prior authorizations.

Describe how you report prior authorizations and appeals to reflect end results and value of prior authorizations.

Do you use a third party vendor? If so, identify that vendor.

15.13 Describe your transition fill process.

Response

15.14 Describe your Rx utilization management programs (Prior Authorizations, Quantity Level Limitations, age and gender restrictions, Medication Therapy Management program, high-risk drug programs for the elderly, etc.). In your response, include the process for enrollment, targeting, reporting, and outcomes reporting.

Response

15.15 Confirm the above programs can be customized for MCHCP's membership?

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

15.16 In full detail, describe your process to work with the existing EGWP PBM carrier to ensure such Rx utilization management criteria are transferred properly to your system?

Response

15.17 Describe the transition process you will utilize to limit member disruption for those members currently using prescription drugs requiring Rx utilization management criteria. If the process differs for formulary versus non-formulary drugs, please elaborate.

Response

15.18 Confirm members' existing prior authorization or quantity level limits will be transitioned and/or re-issued to be accessible for use by the go-live date? If not, please explain.

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

15.19 Describe your process to provide MCHCP with a list of proposed formulary exclusions or customizations, at go-live and in subsequent years of the contract, that you think will drive better value. MCHCP reserves the right to review and approve or deny, including any potential fees or charges. Include in your response timing with respect to when you will provide the proposed formulary exclusions to MCHCP and when you will need to finalize and file the proposed formulary exclusions with CMS.

Response

15.20 Confirm you will provide a detailed disruption report with the proposed formulary exclusions.

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

15.21 Confirm you will not charge a fee for customization of the formulary.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.22 With the exception of FDA recalls or other safety issues, confirm you agree not to remove any drug products, brand or generic, from MCHCP's non-specialty and specialty formulary or non-specialty and specialty preferred drug listings without notification and prior approval from MCHCP.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.23 MCHCP supports a strong "generic first"/"lowest net cost" approach to formulary management and relies heavily on plan design incentives to maintain the lowest cost mix of drugs. What tools are available to promote formulary compliance and education? Include frequency of mailings, faxes, telephone interventions. Upload samples of letters sent to patients, physicians, and pharmacies, and name the file "Q15.23 Formulary compliance education".

Response

15.24 How are new drug therapies added to the formulary?

Response

15.25 Confirm that you will provide written advance notification, 60-days in advance, to physicians of affected members for negative formulary changes (drug moving to non-preferred or non-covered) or when new prior authorization or step therapy rules are implemented.

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

15.26 Confirm that you will provide written notification, 60-days in advance, to affected members for negative formulary changes (drug moving to non-preferred or non-covered) or when new prior authorization rules are implemented.

Confirmed (please describe)

Not confirmed (please explain)

15.27 Confirm you have submitted the formulary disruptions based on your proposed formulary with drug exclusions and on the most recent four months in the claims data that is provided. Results to be included are the number of members that will require a change as well as the number of prescriptions associated with the formulary change. An Excel file that lists the specific drugs that will be negatively impacted (excluded or higher-cost tier) along with the total number of scripts and members impacted for each of these drugs must be uploaded to the Reference Files from Vendor section. Name the files "Q15.27 Formulary disruptions".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.28 Provide a summary of your formulary disruption based on the most recent four months in the claims data provided and on your proposed formulary with exclusions using the table below:

	Number of members impacted	Percentage of Total Members	Number of scripts impacted	Percentage of total scripts (including all brands and generics)
No change		%		%
Positive (higher-cost tier to lower tier)		%		%
Negative (lower tier to higher-cost tier)		%		%
Moving from covered to not covered/excluded		%		%
Total		%		%

15.29 The name of the Formulary (if applicable) you are proposing must be included in your sample contract. Confirm you have uploaded to the Referemce Files from Vendor section a list of drug exclusions with the therapeutic alternative, and name the file "Q15.29 Excluded drugs".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

15.30 Provide the name of the Specialty Formulary you are proposing. If applicable, provide the number of drug exclusions as well as a list of the excluded drugs and therapeutic alternatives. Upload the file to the Reference Files from Vendor section, and name the file "Q15.30 Specialty exclusions".

Response

15.31 Complete the following table:

	Name of Drug	Number of members impacted	Percentage of total members impacted	Number of scripts impacted	Percentage of total scripts (including all brands and generics)	Name of preferred alternative
#1 Drug that is Moving from Covered to Not Covered/Excluded based on impacted members			%		%	
#2 Drug that is Moving from Covered to Not Covered/Excluded based on			%		%	

impacted members						
#3 Drug that is Moving from Covered to Not Covered/Excluded based on impacted members			%		%	

15.32 Describe how members receive reminders regarding refills and medication adherence.

Response

15.33 Describe your capabilities surrounding e-Prescribing. Would the member's physician be able to see the formulary status of a drug and enter the prior authorization criteria into the e-Prescribing tool?

Response

15.34 How are individual physician prescribing patterns monitored?

Response

15.35 What action is taken with physicians who have a high degree of non-compliance to improve their compliance?

Response

15.36 Confirm you can administer a Medicare B vs. D program at point of sale, at no additional cost to MCHCP, if requested.

◯ Confirmed (please describe)

◯ Not confirmed (please explain)

15.37 Confirm that you will report to MCHCP and MCHCP's designated health care consultant rebates received associated with the reimbursement of Medicare Part B drugs at least quarterly.

Confirmed (please describe)

Not confirmed (please explain)

15.38 Who manages your mail order services?

Response

15.39 If a submitted mail order claim for a member cannot be completed in its entirety within a designated timeframe, what communications are provided to the member and what policy is followed for splitting orders? How is the unsent portion of the order tracked from the time of splitting until fulfillment?

Response

15.40 Describe your proposed specialty pharmacy network and services.

Response

15.41 How do you manage your specialty drug program? Provide a description of the specialty drug program, including coordination with medical providers and the medical claims administrator.

Response

15.42 If an individual has prescription drug coverage under the MCHCP's Rx plan and also enrolls in another Medicare Part D prescription drug plan, how do you identify such a situation at the point of sale?

Response

15.43 How will rate adjustments be handled if Medicare begins to negotiate directly with drug manufacturers?

Response

Pharmacy Network

16.1 Provide the number of independent, chain and total pharmacies you currently have under contract in Missouri and nationwide in the network you are proposing for MCHCP. If proposing more than one network, upload this information to the Reference Files from Vendor section and name the file "Q16.1 Pharmacy Network Summary".

	Missouri	Nationwide	Total
Retail - Chain			
Retail - Independent			
Mail Order			
Specialty			
Long-Term Care			

Home Infusion			
Retail - contracted to fill 90-day supplies			
Retail - able and ready to receive electronic prescriptions			

16.2 Confirm that you have uploaded a list of all participating pharmacies in Missouri for your network. Submit the files in a .csv format utilizing the file layout provided in Attachment 1. Submit separate files for each proposed network. Name the file(s) "Q16.2 Participating Pharmacies".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

16.3 Confirm you have uploaded a list of chain pharmacies participating in the proposed networks by state in the Reference Files from Vendor section, and named the document "Q16.3 Chain Pharmacy List".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

16.4 Confirm you have uploaded a list by state of the national or regional chain drug stores that do NOT participate in the networks you are proposing for MCHCP, and named the document "Q16.4 Chains Not Participating".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

16.5 Using the demographic file provided by Segal, enter the number and percent of MCHCP members meeting the access standard of 1 pharmacy within 5 miles for each of the following Missouri counties:

	Number of members	Percent of members
Cole		%
St. Louis County		%
Callaway		%
St. Francois		%
Boone		%
Jackson		%
St. Louis City		%
Greene		%
Buchanan		%
Osage		%

16.6 Using the demographic file provided by Segal and excluding the counties listed in Q16.5 above, enter the number and percent of MCHCP members meeting the access standard of 1 pharmacy within 10 miles.

Number of Medicare members

Percentage of Medicare members %

16.7 Confirm that you have uploaded the following access reports to support your responses to Q16.5 and Q16.6 above. The reports must provide detail by county. Upload the file to the Reference Files from Vendor section, and name the file "Q16.7 Access reports".

	Confirmed	Not confirmed (please explain)
Summary of Medicare members with Access	◯	◯
Summary of Medicare members without Access	◯	◯

16.8 Are you willing to add pharmacies in areas that do not have adequate access?

- ◯ Yes (please describe)
- ◯ No (please explain)

16.9 Describe the criteria used to select network pharmacies.

Response

16.10 Describe the procedures for removing a network pharmacy.

Response

16.11 How often are financial contractual terms with participating pharmacies re-negotiated?

- ◯ Annually
- ◯ Every two years
- ◯ Every three years
- ◯ Other (please explain)

16.12 Describe the steps you will take to ensure that the member will always pay the lesser of the prescription cost or copay at retail.

Response

16.13 Provide a summary of the disruption analysis using your proposed Broad Retail Network using the table below:

	Broad Retail (1-90 days' supply) Network
Number of Currently Utilized Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Members that are Using Those Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Prescriptions that Adjudicated via Those Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Currently Utilized Retail Pharmacies that are Part of Proposed Network	
Number of Members that are Using Those Retail Pharmacies that are Part of Proposed Network	
Number of Prescriptions that Adjudicated via Those Retail Pharmacies that are Part of Proposed Network	

Inflation Reduction Act (IRA)

17.1 Describe the projected financial impact of the IRA for each of the plan options you are proposing.

Response

17.2 Describe the assumptions you use to determine pricing for the prescription drug component of Medicare Advantage.

Response

17.3 Given there are changes regarding the IRA which are unknown, are you willing to re-negotiate your price quote in a given year if details related to IRA become known after final quote is provided that would place premium equal to or lower than 5 percent of the originally provided final quote?

- ◯ Yes (please describe)
- ◯ No (please explain)

17.4 Describe how the requirements of the IRA may impact the implementation process.

Response

Behavioral Health

18.1 Who administers the behavioral health benefits?

- ◯ Same company as medical benefits
- ◯ Subsidiary (please name)
- ◯ Contract for services with specialty vendor (please name and provide date the contract will come up for renewal)

18.2 Are the behavioral health claims paid on the same claims system as the medical claims?

- ◯ Yes
- ◯ No (please explain)

18.3 Describe the clinical guidelines you use for inpatient behavioral health claims.

Response

18.4 Do you integrate behavioral diagnoses into your care management programs?

- ◯ Yes (please describe)
- ◯ No (please explain)

18.5 Do you integrate behavioral diagnoses into your disease management program?

◯ Yes (please describe)

◯ No (please explain)

18.6 How are referrals from medical management to the behavioral health unit handled? Describe the process, including what steps you take to ensure that there is a smooth transition?

Response

18.7 Describe any efforts used to educate members of available behavioral health services.

Response

18.8 Describe education efforts to medical providers and facilities of your behavioral health services so that members who could benefit from those services can be referred if presenting at a medical provider.

Response

Denials/Appeals/Grievance Procedures

19.1 Confirm that all services and issues will follow CMS grievance and appeal procedures.

◯ Confirmed (please describe)

◯ Not confirmed (please explain)

19.2 Please explain in detail what services are not subject to CMS' grievance and appeal procedures.

Response

MBE-WBE Participation Committment

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-5 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

20.1 MBE Participation Committment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total MBE Percentage		%	

20.2 WBE Participation Committment Table

	Name of Qualified Women Business Enterprise (WBE) Proposed	Committed Percentage of Participation for WBE	Description of Products/Services to be Provided by WBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total WBE Percentage		%	

Medicare Advantage Pricing/Underwriting

MCHCP would like to review quotes for national MA and MAPD PPO plans as outlined in the proposed plan design document (Attachment 3). Please review the provided MA and MAPD plan designs and propose blended national rates for each of the plans based on the proposed plan design terms. The rates should be on a per member per month (PMPM) basis and should be effective for the 2025 calendar year.

21.1 MCHCP prefers a uniform national premium rate for each requested plan design, regardless of where the member resides. Confirm that you can provide a uniform rate.

◯ Confirmed (please describe)

◯ Not confirmed (please explain)

21.2 Provide the following assumptions used in underwriting and rate setting:

Credibility assigned to past experience

Trend

Retention

Taxes (including PPACA national health insurance tax)

21.3 To what extent does the group-specific cost data MCHCP provided impact your quoted rates?

Response

21.4 Provide any additional detail regarding your rating methodology that is not documented in the prior questions.

Response

21.5 Confirm that 100 percent of commissions/bonus payments to brokers/agents is removed from the rates quoted in this RFP.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

21.6 How does your organization view the future stability of premiums for Medicare Advantage products in the next five years?

Response

21.7 What has been your "typical" annual increase in Group Medicare Advantage premiums for your employer clients for each of the last two years?

	2022-23	2023-24
HMO	%	%
Regional PPO	%	%
National PPO	%	%

21.8 Identify the breakdown of your premium by component:

Administration %

Claim expense %

Contracted services %

Marketing/communications %

Other %

Contractual/Legal Issues

22.1 Confirm you have uploaded your standard Medicare Advantage employer group contract. Upload the file to the Reference Files from Vendor section, and name the file "Q22.1 Sample Contract". Please note that MCHCP reserves the right to negotiate any and all contract terms.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

22.2 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q22.2 E&O Insurance".

- ◯ Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)
- ◯ Not provided (please explain)

22.3 Confirm you have uploaded a document to the Reference files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q22.3 State of Missouri License".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

22.4 Confirm you have uploaded documentation that you are approved by CMS to offer Medicare Advantage plans in the State of Missouri. Upload the file to the Reference Files from Vendor section, and name the document "Q22.4 CMS Documentation".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

22.5 Confirm you have obtained the appropriate waivers to enroll Medicare beneficiaries who are entitled due to ESRD.

◯ Confirmed

◯ Not confirmed (please explain)

References

23.1 Provide references for three current employer clients for whom you provide a Group Medicare Advantage plan. If possible, use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Company Name	Contact Name	Phone Number	Email address	Services provided by your organization	Number of Covered Members	Number of years working with your organization
Current Client #1							
Current Client #2							
Current Client #3							

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

	Company Name	Services provided by your organization	Number of Covered Members	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1					
Terminated Client #2					

Performance Guarantees

24.1 Claims turnaround time - The following category will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of claims processed within 10 business days	90%			For each full percentage point below standard, $2,000 plus $0.10 PMPM	

24.2 Claim processing accuracy - The following categories will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of claims free of financial error	99%			For each full percentage point below standard, $2,000 plus $0.10 PMPM	
Percent of claims processed correctly	97%			For each full percentage point below standard, $2,000 plus $0.10 PMPM	

24.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for call to be answered by a live customer service representative	30 seconds or less			For each full second above standard, $2,000 plus $0.10 PMPM	

24.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of calls abandoned	< 4%			For each full percentage point above standard, $2,000 plus $0.10 PMPM	

24.5 Member service - Response to written inquiries. The following category will be measured and reported quarterly

beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of days within which written inquiries will be responded to	5 days or less			For each business day above standard, $500 plus $0.10 PMPM	

24.6 Written communication with membership. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
MCHCP requires approval of all written communications and marketing material used by the contractor to communicate with MCHCP members, excluding provider directories	MCHCP must approve 100% of written communications			For each instance when material was not submitted to MCHCP for approval, $2,000 plus $0.10 PMPM	

24.7 ID Card Distribution - Initial/New Contract Year Distribution. The following category will be measured on implementation and each subsequent year.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed no later than one week prior to effective date of each year	100% of all ID cards mailed one week prior to effective date			For each day after stated deadline, $500 plus $0.10 PMPM	

24.8 ID Card Distribution - Ongoing. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed within 15 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100% of all ID cards mailed within 15 business days of receipt of eligibility file or request			For each day beyond the 15th business day, $500 plus $0.10 PMPM	

24.9 Implementation - Claim readiness. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim Readiness - Benefit profile and eligibility information loaded and tested on claims processing system a minimum of one month prior to the effective date	No later than one month prior to effective date			For each day after one-month deadline, $500 plus $0.10 PMPM	

24.10 Implementation - Member services center. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member Service Center ready to respond to member inquiries by October 1, 2024	No later than stated deadline			For each business day after stated deadline, $500 plus $0.10 PMPM	

24.11 Implementation - Data Transfer Setup. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
All data transfer setup requirements with MCHCP's data vendor (currently Merative) completed by January 1, 2025.	100%		MCHCP's data vendor will report to MCHCP	For each day beyond January 1, $2,000 plus $0.10 PMPM	

24.12 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning

January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	98% loaded within 24 hours			For each full hour beyond 24 hours, $500 plus $0.10 PMPM	

24.13 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed-upon format.	99.5%			For each full percentage point below standard, $2,000 plus $0.10 PMPM	

24.14 Provider directory on website - The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
No provider shall be listed on the contractor's website that is not under contract	All providers listed on website are currently in network and have completed credentialling process			For each instance when listed provider is not in the network, $2,000 plus $0.10 PMPM	

24.15 Account management - Satisfaction. The following category will be measured and reported on Implementation and annually.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better			$2,000 plus $0.10 PMPM	

24.16 Account management - Responsiveness. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours and closed within a reasonable time)	Acknowledgement and response within 8 business hours			For each incident not acknowledged within 8 business hours, $500 plus $0.10 PMPM	

24.17 Reporting - The following categories will be reported and measured quarterly beginning January 1, 2025. Penalties will be applied for each month the contractor fails to meet these standards.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PMPM	
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PMPM	
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PMPM	
Data submission to MCHCP's data vendor			MCHCP's data	For each incident,	

must include all required fields (subscriber SSN, member DOB, and member gender)	100%		vendor will report to MCHCP	$2,000 plus $0.10 PMPM	
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, CPT coding, etc.)	100%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PMPM	

24.18 Reporting - Standard Reports. The following category will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Quarterly reports must be submitted to MCHCP in the agreed upon format and within 30 days of the end of the quarter.	Due within 30 days of end of quarter		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PMPM	
Annual reports must be submitted to MCHCP in the agreed upon format and within 45 days of the end of the year.	Due within 45 days of end of year		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PMPM	
HEDIS, CAHPS survey results, and other CMS required reporting for MA plans provided on agreed upon schedule.	Due on agreed upon schedule		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PMPM	

24.19 Reporting - Network Adequacy Analysis. The following category will be reported and measured annually beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Network adequacy analysis detailing sufficiency of network provided no later than January 15 each year.	Due no later than January 15		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PMPM	

24.20 Reporting - Medical Loss Ratio. The following category will be reported and measured annually beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Medical loss ratio (MLR) reported to MCHCP no later than February 1 for the prior year and including a MLR projection for the upcoming plan year	Due no later than February 1		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PMPM	

24.21 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Eligibility audit file must be provided on the second Thursday of each month in the agreed upon format	Audit file available by the second Thursday of each month		MCHCP will determine acceptability of file	For each day file was not transmitted on time, $2,000 plus $0.10 PMPM	

24.22 Confirm your willingness to submit your performance metrics results via an online tool.

◯ Confirmed
◯ Not confirmed (please explain)

Scope of Work

25.1 Confirm you will meet all General requirements stated in Exhibit B, Section B1.

◯ Confirmed
◯ Not confirmed (please explain)

25.2 Confirm you will meet all Eligibility requirements stated in Exhibit B, Section B2.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.3 Confirm you will meet all Level of Benefits requirements as stated in Exhibit B, Section B3.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.4 Confirm you will meet all Network requirements as stated in Exhibit B, Section B4.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.5 Confirm you will meet all Reporting requirements stated in Exhibit B, Section B5.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.6 Confirm you will meet all General Service requirements as stated in Exhibit B, Section B6.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.7 Confirm you will meet all Account Management requirements as stated in Exhibit B, Section B7.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.8 Confirm you will meet all Member Service requirements as stated in Exhibit B, Section B8.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.9 Confirm you will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B9.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.10 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B10.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.11 Confirm you will meet all Clinical Management requirements as stated in Exhibit B, Section B11.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.12 Confirm you will agree to all Payments requirements as stated in Exhibit B, Section B12.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.13 Confirm you will meet all Claims Payment requirements as stated in Exhibit B, Section B13.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.14 Confirm you will meet all Performance Standard requirements as stated in Exhibit B, Section B14.

- ○ Confirmed
- ○ Not confirmed (please explain)

25.15 Confirm you will meet all Transition Assistance requirements as stated in Exhibit B, Section B15.

- ○ Confirmed
- ○ Not confirmed (please explain)

Attachment Checklist

26.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to

the Reference Files from Vendor section of the RFP.

- ☐ Q2.12 CMS Star Rating
- ☐ Q2.13 CMS Performance Reporting (yyyy)
- ☐ Q2.18 Economic Impact
- ☐ Q3.4 Organizational Chart
- ☐ Q3.6 Implementation Plan
- ☐ Q3.9 Pre-implementation Audit
- ☐ Q4.20 Satisfaction Survey Results
- ☐ Q4.23 Member Communications
- ☐ Q5.11 Reliability metrics
- ☐ Q5.13 Disaster Recovery Plan
- ☐ Q5.14 Disaster Recovery Plan Testing
- ☐ Q6.1 Sample Reports
- ☐ Q6.10 Internet-based Reporting
- ☐ Q7.3 Sample EOB
- ☐ Q8.14 Care Management Communications
- ☐ Q11.3 Additional Benefit Designs
- ☐ Q12.3 Education Materials - At Risk
- ☐ Q12.4 Education Materials - General
- ☐ Q14.1 Medical Provider Network
- ☐ Q14.2 Hospital Network
- ☐ Q14.3 Access Reports
- ☐ Q15.7 Non-Part D supplemental drugs
- ☐ Q15.23 Formulary compliance education
- ☐ Q15.27 Formulary disruptions
- ☐ Q15.29 Excluded drugs
- ☐ Q15.30 Specialty exclusions
- ☐ Q16.1 Pharmacy network summary
- ☐ Q16.2 Participating pharmacies
- ☐ Q16.3 Chain pharmacy list
- ☐ Q16.4 Chains Not Participating
- ☐ Q16.7 Access reports
- ☐ Q22.1 Sample Contract
- ☐ Q22.2 E&O Insurance Document
- ☐ Q22.3 State of Missouri License
- ☐ Q22.4 CMS Documentation

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

Bidders are expected to closely read the Mandatory Contract Provisions. Rejection of these provisions may be cause for rejection of a bidder's proposal. MCHCP requires that you provide concise responses to questions requiring explanation. Please note, there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of this questionnaire.

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2025 through December 31, 2025. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-5 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2025) is a firm, fixed price. The submitted prices for the subsequent (2nd -5th) years of the contract period (January 1 - December 31, 2026, January 1 - December 31, 2027, January 1 - December 31, 2028 and January 1 - December 31, 2029 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (sample is provided and final will be negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.3 Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of Contractor involving any and all transactions related to the performance of this Contract. Contractor shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review and MCHCP will choose the auditing entity. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit. Any Contractor audit protocols must be presented as part of this RFP in order to be considered by MCHCP, prior to the awarding of the contract. Protocols that are designed to limit MCHCP's audit rights shall not be allowed.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.4 Financial Record Audit and Retention: Contractor agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of Contractor's invoices. Such documents will be maintained and retained by Contractor or its subcontractors for a period of seven (7) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. Contractor agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.5 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.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.6 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. Contractor will sign a Business Associate Agreement with MCHCP. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor

except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination or expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

1.8 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.9 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

1.11 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.12 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.13 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.

○ Confirmed
○ Not confirmed (please explain)

1.14 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.

○ Confirmed
○ Not confirmed (please explain)

1.15 Notices: All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.

○ Confirmed
○ Not confirmed (please explain)

1.16 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.

○ Confirmed
○ Not confirmed (please explain)

1.17 Payment: Upon implementation of the undertaking of this Contract and acceptance by MCHCP, Contractor shall be paid as stated in this Contract.

○ Confirmed
○ Not confirmed (please explain)

1.18 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.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.20 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.

○ Confirmed

○ Not confirmed (please explain)

1.21 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 without penalty.

○ Confirmed
○ Not confirmed (please explain)

1.22 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.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.25 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.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.28 Genetic Information Nondiscrimination Act of 2008: Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.

○ Confirmed
○ Not confirmed (please explain)

1.29 Consolidated Appropriations Act, 2021: Contractor shall comply with CAA, including the the No Surprises Act (NSA) and implementing regulations, as amended.

○ Confirmed
○ Not confirmed (please explain)

1.30 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 1.24, 1.25, 1.26, 1.27, 1.28 and 1.29 above.

○ Confirmed
○ Not confirmed (please explain)

1.31 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.

○ Confirmed
○ Not confirmed (please explain)

1.32 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.

○ Confirmed
○ Not confirmed (please explain)

1.33 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.

○ Confirmed
○ Not confirmed (please explain)

1.34 Hold Harmless: Contractor shall indemnify, defend and hold harmless MCHCP, and its directors, officers, employees, agents and affiliates, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) that are recovered in actions brought by a third party asserting liability for Contractor's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

○ Confirmed
○ Not confirmed (please explain)

1.35 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.

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

1.37 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.

○ Confirmed

○ Not confirmed (please explain)

1.38 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.

○ Confirmed

○ Not confirmed (please explain)

1.39 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.

○ Confirmed

○ Not confirmed (please explain)

1.40 Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other

transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.

- ○ Confirmed
- ○ Not confirmed (please explain) _____

1.41 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.

- ○ Confirmed
- ○ Not confirmed (please explain) _____

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

- ○ Confirmed
- ○ Not confirmed (please explain) _____

1.43 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.

- ○ Confirmed
- ○ Not confirmed (please explain) _____

1.44 Patent, Copyright, and Trademark Indemnity: Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the

account of Contractor without its written consent.

○ Confirmed
○ Not confirmed (please explain)

1.45 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.

○ Confirmed
○ Not confirmed (please explain)

1.46 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.50 Change in Laws: Contractor agrees that any state and/or federal laws, applicable rules and regulations enacted during the terms of the Contract which are deemed by MCHCP to necessitate a change in the contract shall be deemed incorporated into the Contract. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. In consultation with Contractor, a consultant may be utilized to determine the cost impact.

○ Confirmed
○ Not confirmed (please explain)

1.51 Response/Compliance with Audit or Inspection Findings: Contractor must take action to ensure its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include Contractor's delivery to MCHCP, for MCHCP's approval, a corrective action plan that address deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

○ Confirmed
○ Not confirmed (please explain)

1.52 Inspections: Upon notice from MCHCP, Contractor will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to Contractor service locations, facilities or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. Contractor must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

○ Confirmed
○ Not confirmed (please explain)

1.53 Security 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.

○ Confirmed
○ Not confirmed (please explain)

1.54 Any fees not proposed in the proposal, for items included in the proposal cannot be considered at a later date. This does not limit new or additional programs from being proposed and fees set forth at the time of proposal for the consideration of the board.

○ Confirmed
○ Not confirmed (please explain)

1.55 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 promoteÂ 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

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)

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.

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.

Name of Organization

Name of Data Recipient

Email Address of Data Recipient

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

Name of Organization

Signature of Plan Representative

Title of Plan Representative

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 Date
Missouri Consolidated Health Care Plan

Exhibit A-3

Confirmation Document

2025 MCHCP Group Medicare Advantage RFP

Please complete this form following the steps listed below:

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

☐ Yes

☐ No

2) Bidders are required to submit a firm, fixed price for CY2025 and not-to-exceed prices for CY2026, 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.

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

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:

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

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

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:	

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

Description Assumptions and Exceptions:

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	
MA Star Rating	
Aggregate Benchmark (based on Star Rating)	
MA Risk Score	
Claims Component	**$0.00**
Projected Gross Medical Claims	
QIA Expenses	
Other (describe below)	
Total Medical Claims Cost	**$0.00**
Member Cost Sharing	
Direct Subsidy (Risk Adjusted)	
Non-Claims Component	**$0.00**
Administration	
Risk Charges	
Profit	
Other (describe below)	
TOTAL	**$0.00**

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

Description of Other:

Description of Other:

Exhibit A-7

2025 MA Price Proposal for National Passive PPO

Bidder Name:

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

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

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

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, 832 Weathered Rock Court, Jefferson City, MO 65101

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

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

3.4.3 The notice shall include to the fullest extent possible:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Obligations of MCHCP**.

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

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

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

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

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

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

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

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

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

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

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

7 **Miscellaneous**.

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

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

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

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

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

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

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

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

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 19, 2024

These responses are provided by MCHCP to questions received from potential bidders for the 2025 Group Medicare Advantage PPO RFP.

	Question	Response
1	For the MA Only and MA-PD Price Proposal Worksheet, how will the fully insured premiums be scored? For example, will a lower guaranteed one-year rate for 2025 with no or limited caveats receive a greater score than a multi-year rate guarantee that contains caveats due to the potential uncertainty with regards to Medicare Advantage funding changes in future years? Or how will a lower one year rate be scored against an offer that has a higher year one rate but offers not to exceed rates for a future year(s)?	As stated on Page 12 of the Introduction/Instructions document, *In determining pricing points, MCHCP will consider the potential five-year cost of the contract including the full not-to-exceed premiums for Years 2-5 of the contract. The contractor shall understand that annual renewal premiums for subsequent years of the contract will be negotiated, but must be within the not-to-exceed premiums submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees. Renewal prices are due by May 15 of each year and are subject to negotiation.*
2	Under fully insured arrangements, offerors are considered the covered entity, rather than a Business Associate. Please confirm your intent to include the BAA into the contract.	As we are also a health plan under HIPAA, we prefer to maintain a BAA in order to cover any information we may be giving our contractor. Any changes you would like to include in the BAA to reflect this unique arrangement should be highlighted in your bid.
3	Exhibit B, Section B2.2.2 states "The contractor shall not regard a member as terminated until the contractor receives an official termination notice directly from MCHCP". MA carriers must accept and process termination requests directly from CMS for compliance reasons. Please advise if accepting termination directly from CMS is permissible.	There are two sources of eligibility under this contract - MCHCP eligibility and Medicare eligibility. For those instances that are governed by MCHCP eligibility, then MCHCP has sole authority regarding eligibility. Medicare eligibility is governed by CMS. Should the contractor receive notice of Medicare eligibility termination from CMS, then the contractor must notify MCHCP immediately of the notice and act in accordance with CMS regulations in regard to termination requests from CMS.
4	Please provide detail around the potential site visits that would take place in early May. What type of facilities or activities would MCHCP like to see?	MCHCP has not made a determination that a site visit is needed at this time. However, should one be necessary we would more than likely want to see member services or clinical management activities.
5	Do the 2023 monthly risk scores on the MCHCP Financial Summary file include a final settlement assumption?	No. 2023 risk scores do not include final settlement.
6	Do the monthly claims on the MCHCP Financial Summary include sequestration?	Yes, monthly claims include sequestration.
7	On the MCHCP Financial Summary file it states that claims exclude additional rider costs. What services are included under additional rider costs?	Claims provided are inclusive of ancillary benefits.
8	Are the Rx risk scores available for 2023 and 2024?	The January 2024 Rx risk score was 0.81 and the February 2024 Rx risk score was 0.80.
9	Are there any Part B only members on the census? If so, how many members?	No.
10	Regarding Exhibit B, Section B9.1.4, please confirm it is acceptable for the carrier to provide electronic enrollment reporting via secure email or through other secure channels on a recurring basis.	MCHCP will work with the carreir to ensure that enrollment reporting is transmitted to MCHCP and/or to the contractor securely.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 19, 2024

	Question	Response
11	We noted the Intent to Bid states "The bidder must demonstrate the ability to operate a fully insured group MA/MAPD plan for at least three organizations with 10,000 or more retirees", while the Introduction/Instructions document lists the above with 15,000 retirees. Please clarify.	The minimum bidder threshhold is three organizations with at least 15,000 retirees.
12	We noted the Intent to Bid states the proposal due date is April 2, but the Introduction/Instructions document states the due date is April 8. Please clarify.	MCHCP has granted more time for bidders to prepare their proposals. Proposals are due at 5 p.m. CT, Monday, April 8, 2024.
13	Please confirm if bidders may furnish a Surety Bond to satisfy the Performance Bond requirement.	Confirmed.
14	Per the Introduction/Instructions doument, no stipulations regarding participation are permitted in tandem with the provided quote. Is this same restriction in place for the current carrier? If not, is there a material difference in membership expected to come as a result of this new stipulation?	This provision was stipulated in the RFP issued in 2018.
15	Please confirm the MBE/WBE recommended targets should be calculated based on the admin portion of the premium.	Confirmed.
16	Please confirm if Exhibit A-2 should be used to list all redlines to the BAA, Exhibit C, and Scope of Work. Are you requesting redlined drafts of all contract documents?	You may provide redlined drafts of the exhibits noted but be sure to include that you have redlined those exhibits on Exhibit A-2 along with an explanation of why the redlines are necessary.
17	Generally under a fully-insured arrangement, the Carrier is considered the covered entity, rather than a Business Associate and therefore the BAA is not applicable to the fully insured offering. Please confirm whether a BAA is required.	As we are also a health plan under HIPAA, we prefer to maintain a BAA in order to cover any information we may be giving our contractor. Any changes you would like to include in the BAA to reflect this unique arrangement should be highlighted in your bid.
18	Regarding Exhibit B, Section B8.3, please describe what MCHCP has in place today concerning this. What is MCHCP's vision for this service and the carrier staff that would be required?	This will be provided by the contractor. MCHCP expects the contractor to provide the enrolled member advocates to help them navigate through their health care needs. We expect that the contractor may have unique and differing methods of achieving these goals and, therefore, choose not to prescribe how they propose to address this requirement.
19	Regarding Question 9.3 and 23.1 of the questionnaire, may carriers use the same references for both of these sections (allow overlap) rather than providing eight unique references?	Yes, the same references can be used in responding to both questions.
20	Regarding Question 15.21, please confirm if MCHCP is requesting a custom formulary. If so, can a full current formulary (in excel format) be provided for the purposes of creating and matching?	MCHCP is not requesting a custom formulary at this time, but if, during the contract period, we determine we would need to have customization, we are asking if there will be a charge to doing so,

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 19, 2024

	Question	Response
21	Regarding Question 15.21, is MCHCP open to carriers offering a standard open formulary (utilized for large group MA) as an alternative to the current formulary?	MCHCP is open to a carrier's standard formulary but we will have to understand the impact to our members and to ensure that drugs that MCHCP includes as part of a non-standard list can still be maintiained.
22	Regarding Question 24.6 relating to approval of written communications and marketing materials, please confirm communications required by CMS will be excluded due to CMS required timeframes and content.	CMS required content will not be subject to MCHCP approval.
23	Regarding Question 24.18 relating to standard reporting, will MCHCP accept quarterly Performance Guarantee reporting within 45 days following the reporting quarter's end, to allow time for audits to be performed and verified?	Yes.
24	Please provide the most current Summary Plan Document containing the Medicare benefits available to retirees. If the Summary Plan Document is not available, please provide a summary of these benefits with as much detail as possible.	Please see attached.
25	Regarding the MCHCP EGWP Rx text file, should items with “Formulary_Flag: N” or “PRC_TIER_CD: 0” be considered currently covered? If yes, can a current cost share be confirmed for those with “PRC_TIER_CD: 0”.	The formulary flag on the MCHCP EGWP Rx text file should be ignored. Use PRC_TIER_CD for cost share determination. Cost sharing determination of PRC_TIER_CD value of 0 (zero) is provided on the MCHCP EGWP Rx File Layout under “Tier Structure” tab starting at row 8.
26	If included, please list any Non-Part D drugs or lifestyle drugs covered on the current Part D plan?	Please refer to the formulary that was provided in the data files provided by Segal.
27	Please provide the monthly Medical and Pharmacy rates for 2022, 2023 and 2024.	2022 Medical: $0 Rx: $212 2023 Medical: $0 Rx: $214 2024 Medical: $0 Rx: $235
28	Please indicate whether retirees are allowed to come back on the plan if they have previously opted out of the employer sponsored plan.	Once a retiree terminates coverage, s/he may not re-enroll.
29	Please provide current Part D risk score. Please note the month or time period of the risk and if it includes mid-year or final payments. Also, please provide the most recent available MMR (monthly membership report).	The January 2024 Rx risk score was 0.81 and the February 2024 Rx risk score was 0.80.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 19, 2024

	Question	Response
30	Please indicate if claims are on a “paid through” or incurred basis. If claims are reflective of incurred dates, indicate the “paid through” dates.	Claims are on an incurred basis.
31	Please provide the estimated CMS revenue corresponding to the provided claims period.	Monthly summary RAF was provided in lieu of CMS revenue.
32	Were the actual paid final CMS adjustments/payments included in the Risk Scores provided?	Confirmed.
33	Have any additional adjustments been made to the risk score data provided such that they would not reflect the paid risk scores as of the date the data was provided? If so, please describe and quantify those adjustments in detail.	No additional adjustments have been made.
34	Regarding all termination clauses, please confirm that MCHCP will provide carrier with notice at least 30 days in advance of a termination effective date to ensure Carrier can fulfill CMS required member notice of at least 21 days in advance if the member’s plan is terminating. (§50.7, Chapter 2, Medicare Managed Care Manual).	MCHCP will comply with all federal laws and if a change in the language of our termination clauses is needed in order to reflect this, please submit the changes on Exhibit A-2.
35	Regarding Exhibit B, Section B14.2, please provide more information regarding the use and functionality of the Optavise Vendor Manager product to be used to report Performance Guarantees.	The functionality of the Optavise vendor manager product is very similar to the procurement module being used for this RFP.
36	Regarding Exhibit B, Section B14.2, please confirm delays and/or errors in reporting, mutually agreed to be caused by the Optavise Vendor Manager product, will not be subject to penalties.	Contractors self-report most performance guarantees through the Optavise vendor manager product. Any delays and/or errors caused by the Optavise solution is extremely rare.
37	Please confirm carriers are able to ask additional follow-up questions based on answers to these questions.	Additional questions are allowed and will be answered as time permits.

Summary of Benefits 2024

UnitedHealthcare® Group Medicare Advantage (PPO)
Group Name (Plan Sponsor): Missouri Consolidated Health Care Plan
Group Number: 13768
H2001-817-000

Look inside to learn more about the plan and the health services it covers.
Call Customer Service or go online for more information about the plan.

Toll-free **1-844-884-1848**, TTY **711**
8 a.m.-8 p.m. local time, Monday-Friday

retiree.uhc.com/mchcp

United Healthcare®
Group Medicare Advantage

Y0066_SB_H2001_817_000_2024_M

Summary of Benefits

January 1, 2024 - December 31, 2024

This is a summary of what we cover and what you pay. Review the Evidence of Coverage (EOC) for a complete list of covered services, limitations and exclusions. You can call Customer Service if you want a copy of the EOC or need help. When you enroll in the plan, you will get more information on how to view your plan details online.

UnitedHealthcare® Group Medicare Advantage (PPO)

Medical premium, deductible and limits	
	In-network and out-of-network
Monthly plan premium	Contact Missouri Consolidated Health Care Plan to determine your actual premium amount.
Annual medical deductible	Your plan has an annual combined in-network and out-of-network medical deductible of $300 each plan year.
Maximum out-of-pocket amount	Your plan has an annual combined in-network and out-of-network out-of-pocket maximum of $1,500 for this plan year. If you reach the limit on out-of-pocket costs, you keep getting covered hospital and medical services and we will pay the full cost for the rest of the plan year. Please note that you will still need to pay your monthly premiums.

Medical benefits		
		In-network and out-of-network
Inpatient hospital care[1]		$150 copay per stay
		Our plan covers an unlimited number of days for an inpatient hospital stay.
Outpatient hospital[1] Cost sharing for additional plan covered services will apply.	Ambulatory surgical center (ASC)	$100 copay
	Outpatient surgery	$100 copay
	Outpatient hospital services, including observation	$100 copay
Doctor visits	Primary care provider	$15 copay
	Virtual doctor visits	$0 copay
	Specialists[1]	$30 copay
Preventive services	Routine physical	$0 copay; 1 per plan year*
	Medicare-covered	$0 copay

- Abdominal aortic aneurysm screening
- Alcohol misuse counseling
- Annual wellness visit
- Bone mass measurement
- Breast cancer screening (mammogram)
- Cardiovascular disease (behavioral therapy)
- Cardiovascular screening
- Cervical and vaginal cancer screening
- Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
- Depression screening
- Diabetes screenings and monitoring
- Diabetes – Self-Management training
- Dialysis training
- Glaucoma screening
- Hepatitis C screening
- HIV screening
- Kidney disease education
- Lung cancer with low dose computed tomography (LDCT) screening
- Medical nutrition therapy services

Medical benefits		
		In-network and out-of-network
		▯ Medicare Diabetes Prevention Program (MDPP) ▯ Obesity screenings and counseling ▯ Prostate cancer screenings (PSA) ▯ Sexually transmitted infections screenings and counseling ▯ Tobacco use cessation counseling (counseling for people with no sign of tobacco-related disease) ▯ Vaccines, including those for the flu, Hepatitis B, pneumonia, or COVID-19 ▯ "Welcome to Medicare" preventive visit (one-time) Any additional preventive services approved by Medicare during the contract year will be covered. This plan covers preventive care screenings and annual physical exams at 100%.
Emergency care		$100 copay (worldwide) If you are admitted to the hospital within 24 hours, you pay the inpatient hospital cost sharing instead of the emergency care copay. See the "Inpatient Hospital Care" section of this booklet for other costs.
Urgently needed services		$50 copay (worldwide) If you are admitted to the hospital within 24 hours, you pay the inpatient hospital cost sharing instead of the urgently needed services copay. See the "Inpatient Hospital Care" section of this booklet for other costs.
Diagnostic tests, lab and radiology services, and X-rays	Diagnostic radiology services (e.g. MRI, CT scan)[1]	$30 copay
	Lab services[1]	$0 copay
	Diagnostic tests and procedures[1]	$25 copay
	Therapeutic radiology[1]	$30 copay
	Outpatient X-rays[1]	$25 copay

Medical benefits		
		In-network and out-of-network
Hearing services	Exam to diagnose and treat hearing and balance issues[1]	$0 copay
	Routine hearing exam	$0 copay, 1 exam per plan year*
	Hearing Aids UnitedHealthcare Hearing	Through UnitedHealthcare Hearing, the plan pays a $5,000 allowance for hearing aids (combined for both ears) every 2 years. Hearing aid coverage under this plan is only available through UnitedHealthcare Hearing. Hearing aids purchased outside of UnitedHealthcare Hearing's nationwide network are not covered.
Vision services	Exam to diagnose and treat diseases and conditions of the eye[1]	$30 copay
	Eyewear after cataract surgery	$0 copay
	Routine eye exam	$0 copay, 1 exam every 12 months*
Mental Health	Inpatient visit[1]	$150 copay per stay, up to 190 days
		Our plan covers 190 days for an inpatient hospital stay.
	Outpatient group therapy visit[1]	$30 copay
	Outpatient individual therapy visit[1]	$30 copay
	Virtual behavioral visits	$30 copay
Skilled nursing facility (SNF)[1]		$0 copay per day: days 1-100
		Our plan covers up to 100 days in a SNF per benefit period.

Medical benefits		
		In-network and out-of-network
Outpatient Rehabilitation (physical, occupational, or speech/language therapy)[1]		$30 copay
Ambulance[2]		$100 copay
Medicare Part B Drugs Part B drugs may be subject to Step Therapy. See your Evidence of Coverage for details.	Chemotherapy drugs[1]	20% coinsurance
	Other Part B drugs[1]	20% coinsurance after you meet your deductible

Additional benefits		
		In-network and out-of-network
Acupuncture services	Medicare-covered acupuncture (for chronic low back pain)	$20 copay
Chiropractic services	Medicare-covered chiropractic care (manual manipulation of the spine to correct subluxation)[1]	$20 copay
	Routine chiropractic services	$0 copay, for each visit per plan year*
Diabetes management	Diabetes monitoring supplies[1]	$0 copay We only cover Accu-Chek® and OneTouch® brands. Covered glucose monitors include: OneTouch Verio Flex®, OneTouch Verio Reflect®, OneTouch® Verio, OneTouch® Ultra 2, Accu-Chek® Guide Me, and Accu-Chek® Guide. Test strips: OneTouch Verio®, OneTouch Ultra®, Accu-Chek® Guide, Accu-Chek® Aviva Plus, and Accu-Chek® SmartView. Other brands are not covered by your plan.
	Medicare covered Continuous Glucose Monitors (CGMs) and supplies[1]	$0 copay
	Diabetes self-management training	$0 copay
	Therapeutic shoes or inserts[1]	20% coinsurance

Additional benefits		
		In-network and out-of-network
Durable Medical Equipment (DME) and Related Supplies	Durable Medical Equipment (e.g., wheelchairs, oxygen)[1]	20% coinsurance
	Prosthetics (e.g., braces, artificial limbs)[1]	20% coinsurance
Fitness program Renew Active® by UnitedHealthcare		$0 copay for Renew Active® by UnitedHealthcare, the gold standard in Medicare fitness programs for body and mind. It includes a free gym membership at a fitness location you select from our nationwide network, online classes, content about brain health and fun social activities. Visit UHCRenewActive.com to learn more today. Once you become a member you will need a confirmation code. Log in to your plan website, go to Health & Wellness and select Renew Active or call the number on your UnitedHealthcare member ID card to obtain your code.
Foot care (podiatry services)	Foot exams and treatment[1]	$30 copay
	Routine foot care	$0 copay, 6 visits per plan year*

Additional benefits		
		In-network and out-of-network
UnitedHealthcare Healthy at Home		$0 copay for the following benefits for up to 30 days after each inpatient and SNF discharge: □ 28 home-delivered meals* □ 12 one-way trips to medically related appointments and the pharmacy* □ 6 hours of non-medical personal care services - a professional caregiver can help with preparing meals, companionship, medication reminders, and more. No referral required. Call the customer service number on your UnitedHealthcare member ID card for more information and to use your benefits. *Call Customer Service to request a referral for each discharge. Some restrictions and limitations may apply.
Home health care[1]		$0 copay
Hospice		You pay nothing for hospice care from any Medicare-approved hospice. You may have to pay part of the costs for drugs and respite care. Hospice is covered by Original Medicare, outside of our plan.
Personal emergency response system (PERS) Lifeline		$0 copay for a personal emergency response system. Help is only a button press away. A PERS wearable device can quickly connect you to the help you need, 24 hours a day in any situation. Call or go online to order your device. 1-855-595-8485, TTY 711 or lifeline.com/uhcgroup
24/7 Nurse Support		Receive access to nurse consultations and additional clinical resources at no additional cost.
Opioid treatment program services[1]		$0 copay
Outpatient substance abuse	Outpatient group therapy visit[1]	$30 copay
	Outpatient individual therapy visit[1]	$30 copay

Additional benefits	
	In-network and out-of-network
Rally Coach™ Programs	$0 copay for Rally Coach™ programs: Real Appeal® Weight Management, Real Appeal Diabetes Prevention, Wellness Coaching and a tobacco cessation program. Call or go online to get started today. rallyhealth.com/retiree • Real Appeal 1-844-924-7325, TTY 711 • Rally Wellness Coaching 1-800-478-1057, TTY 711 • Tobacco Cessation 1-866-784-8454, TTY 711 *Refer to your Evidence of Coverage for eligibility requirements
Renal Dialysis[1]	$0 copay

[1] Some of the network benefits listed may require your provider to obtain prior authorization. You never need approval in advance for plan covered services from out-of-network providers. Please refer to the Evidence of Coverage for a complete list of services that may require prior authorization.
[2] Authorization is required for non-emergency Medicare-covered ambulance ground and air transportation. Emergency ambulance does not require authorization.

*Benefits are combined in and out-of-network

About this plan

UnitedHealthcare® Group Medicare Advantage (PPO) is a Medicare Advantage PPO plan with a Medicare contract.

To join this plan, you must be entitled to Medicare Part A, be enrolled in Medicare Part B, live in our service area as listed below, be a United States citizen or lawfully present in the United States, and meet the eligibility requirements of Missouri Consolidated Health Care Plan.

Our service area includes the 50 United States, the District of Columbia and all US territories.

About providers

UnitedHealthcare® Group Medicare Advantage (PPO) has a network of doctors, hospitals, and other providers. You can see any provider (in or out-of-network) at the same cost share, as long as they accept the plan and have not opted out of or been excluded or precluded from the Medicare Program. Hearing aids are only covered when you get them through our network hearing provider, UnitedHealthcare Hearing.

You can go to **retiree.uhc.com/mchcp** to search for a network provider using the online directory.

Required Information

UnitedHealthcare® Group Medicare Advantage (PPO) is insured through UnitedHealthcare Insurance Company or one of its affiliated companies, a Medicare Advantage organization with a Medicare contract. Enrollment in the plan depends on the plan's contract renewal with Medicare.

Plans may offer supplemental benefits in addition to Part C benefits.

If you want to know more about the coverage and costs of Original Medicare, look in your current "Medicare & You" handbook. View it online at www.medicare.gov or get a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

UnitedHealthcare does not discriminate on the basis of race, color, national origin, sex, age, or disability in health programs and activities.

UnitedHealthcare provides free services to help you communicate with us such as documents in other languages, Braille, large print, audio, or you can ask for an interpreter. For more information, please call Customer Service at the number on your member ID card or the front of your plan booklet.

UnitedHealthcare ofrece servicios gratuitos para ayudarle a que se comunique con nosotros. Por ejemplo, documentos en otros idiomas, braille, en letra grande o en audio. O bien, usted puede pedir un intérprete. Para obtener más información, llame a Servicio al Cliente al número que se encuentra en su tarjeta de ID de miembro o en la portada de la guía de su plan.

This information is available for free in other languages. Please call our Customer Service number located on the first page of this book.

Benefits, features and/or devices vary by plan/area. Limitations and exclusions may apply.

The provider network may change at any time. You will receive notice when necessary.

You must continue to pay your Medicare Part B premium.

Out-of-network/non-contracted providers are under no obligation to treat UnitedHealthcare members, except in emergency situations. Please call our customer service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

24/7 Nurse Support should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room. The information provided through this service is for informational purposes only. The nurses cannot diagnose problems or recommend treatment and are not a substitute for your doctor's care. Your health information is kept confidential in accordance with the law. Access to this service is subject to terms of use.

Participation in the Renew Active® program is voluntary. Consult your doctor prior to beginning an exercise program or making changes to your lifestyle or health care routine. Renew Active includes standard fitness membership and other offerings. Fitness membership, equipment, classes, personalized fitness plans, caregiver access and events may vary by location. Certain services, classes, events and online fitness offerings are provided by affiliates of UnitedHealthcare Insurance Company or other third parties not affiliated with UnitedHealthcare. Participation in these third-party services are subject to your acceptance of their respective terms and policies. AARP® Staying Sharp is the registered trademark of AARP. UnitedHealthcare is not responsible for the services or information provided by third parties. The information provided through these services is for informational purposes only and is not a substitute for the advice of a doctor. The Renew Active program varies by plan/area. Access to gym and fitness location network may vary by location and plan.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 21, 2024

These responses are provided by MCHCP to additional questions received from potential bidders for the 2025 Group Medicare Advantage PPO RFP.

	Question	Response
1	Regarding Question 2.13, "Confirm you have uploaded copies of your CMS performance reporting for each of the last two years." Will MCHCP please advise the name/source of the specific report "CMS Performance Reporting" that you would like carrier to upload?	MCHCP is looking for the bidders to provide performance reporting from CMS it receives. The bidder should include reports it deems responsive to the request.
2	Please indicate the Paid Thru dates of the provided medical claims.	Medical claims were incurred January 2021 through December 2023. The incumbent completed the claims using internal IBNR factors.
3	As the Rx MMR was not provided, please provide the most recent available MOR Report. The MOR Report comes directly from CMS and lists the members' identified conditions which affect CMS reimbursement.	The January 2024 Rx risk score was 0.81 and the February 2024 Rx risk score was 0.80. The MOR Report will not be provided.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 22, 2024

These responses are provided by MCHCP to additional questions received from potential bidders for the 2025 Group Medicare Advantage PPO RFP.

	Question	Response
1	Can the group confirm the Tier 4 (Specialty) member cost share?	Please refer to Attachment 3 - MAPD benefit description. There is no tier 4.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
March 26, 2024

These responses are provided by MCHCP to additional questions received from potential bidders for the 2025 Group Medicare Advantage PPO RFP.

	Question	Response
1	Within the excel questionaire document there are a few questions that we will not be able to fully describe our program (s) - would it be possible to upload additional attachments to give a broader description of our services?	Yes, you may upload an additional attachment to assist in answering a question. Make sure to label the question number on the attachment and let us know you are sending an additional attachment in the response.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Group Medicare Advantage PPO RFP
April 8, 2024

These responses are provided by MCHCP to additional questions received from potential bidders for the 2025 Group Medicare Advantage PPO RFP.

	Question	Response
1	The question 21.7 our response will not work within the tool. I am going to put 0% for our responses as we have some negative numbers and this not allowed in the response. I will be 0% and add a comment with the correct response as that is what they said at Optavise to do, but also send you a message to make sure that is fine?	Yes that is fine.