

832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110
Phone: 800-701-8881



www.mchcp.org

Judith Muck
Executive Director

February 22, 2013

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Request for Proposal for Dental Services

Missouri Consolidated Health Care Plan (MCHCP) will be working with HighRoads, an online request for proposal (RFP) system, in the marketing of the 2014 MCHCP Dental RFP for a January 1, 2014 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP is the employee health benefit program for most State of Missouri employees, retirees and their families. This contract provides for a voluntary, fully-insured dental program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are not included in MCHCP's procurement for medical benefits but are eligible for this dental program.

In addition, MCHCP offers a dental plan to those public entities that have elected to join MCHCP for their medical coverage. These members are also included in this RFP under separate pricing and benefit package.

Current State dental plan enrollment is nearly 37,000 subscribers (over 69,000 lives). MCHCP's total health plan enrollment is nearly 54,000 subscribers (over 96,000 lives). MoDOT covers approximately 4,600 employees (nearly 11,700 lives), MSHP covers approximately 2,200 employees (5,700 lives), and MDC has approximately 1,400 employees (3,400 lives).

Current public entity dental enrollment is 430 subscribers (625 lives). Total public entity health plan enrollment is nearly 1,000 subscribers (nearly 1,300 total lives).

The term of the contract 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, 2014, with not-to-exceed pricing for plan years beginning January 1 of 2015 and 2016. Pricing for plan years beginning January 1 of 2017 and 2018 will be negotiated.

Current Contract

MCHCP's current contracts with Delta Dental will expire on 12/31/13, though two, one-year renewal options remain at the sole option of the MCHCP Board of Trustees. MCHCP reserves the right to renew the existing contracts with Delta Dental rather than award a new contract as a result of this RFP.

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Data Transfer** – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Size and Experience** – The bidder must currently provide dental coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- **Network** – Bidders must offer a contracted dental provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- **Contract** – 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. Any bid proposal containing any 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.
- **Rates** – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- **Timely Submission** – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2013, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the HighRoads system). The Intent to Bid is due at 4 p.m. CT, Monday, March 11, 2013.

Use of HighRoads

During this RFP process you will find HighRoads' internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straightforward and user-friendly. HighRoads will be contacting you within the next 2-3 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. HighRoads will assign a unique user name, 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, HighRoads 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 HighRoads by way of a provider contact spreadsheet, emailed directly to you by HighRoads. There is no cost to use the HighRoads system.

System Training

HighRoads offers all participants of a HighRoads-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 in order to realize the full benefit of the application. In addition to this self-help option, HighRoads' experienced support personnel will offer an application overview via a web-cast session.

HighRoads support is also available Monday through Friday from 8 a.m. to 8 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for HighRoads is 800-979-9351, option 2. Support can also be reached by email at support@highroads.com.

Key Event Information

Online RFP Released	Monday, March 4, 2013 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Monday, March 11, 2013 4 p.m. CT (5 p.m. ET)
Carrier Question Submission Deadline	Wednesday, March 13, 2013 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Monday, March 18, 2013 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing due	Friday, March 29, 2013 4 p.m. CT (5 p.m. ET)

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaughter at 573-526-4922 or by email at tammy.flaughter@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 nearly 97,000 members (lives). An additional 1,300 non-state local government members are covered through their public entity employer.

This contract provides for a voluntary, fully-insured dental program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are eligible for this dental program.

In addition, MCHCP offers a dental plan to those public entities that have elected to join MCHCP for their medical coverage. These members are also included in this Request for Proposals (RFP) under separate pricing and benefit packages.

This document constitutes a request for sealed proposals, to provide a voluntary dental plan on a fully-insured basis to State of Missouri active employees, retirees, and their covered dependents, as well as those local governments (public entities) that have joined MCHCP and elect to offer dental coverage. The contractor assumes the risk for dental care for plan participants and must have a network or series of networks providing quality dental care and discounted service fees. This network must include general dentists and specialists, and the contractor must conduct a quality assurance review of providers and services that stresses quality and efficiency.

Approximately 36,600 State employees and retirees and 430 public entity employees are covered by the dental program for the 2013 plan year.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2014.
- MCHCP reserves the right to award multiple contracts from this RFP. Bidders are required to provide pricing based on a single contract award and pricing on multiple contract awards. If MCHCP were to award multiple contracts, MCHCP does not anticipate awarding more than two contracts.
- Bidders must provide pricing for all benefit designs.
- Bidders must provide national coverage to all eligible members.
- 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 2014 and not-to-exceed prices for 2015 and 2016. Rates for 2017 and 2018 will be negotiated.
- 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.

Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). The bidder must be appropriately licensed for all states in which it operates. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide dental coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- Network – Bidders must offer a contracted dental provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- Contract – 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. Any bid proposal containing any 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.
- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2013, 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.
- Plan Designs – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be offered as part of the entire plan design.

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. The law also authorizes non-state public entities to participate in the

plan. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.

- MCHCP’s current contracts with Delta Dental will expire on 12/31/13. The current monthly premiums are as follows:

Rate Category	State	Public Entity (High)	Public Entity (Basic)
Subscriber Only	\$25.61	\$28.68	\$28.68
Subscriber and Spouse	\$51.02	\$57.38	\$57.38
Subscriber and Child(ren)	\$52.96	\$94.54	\$83.05
Subscriber and Family	\$88.78	\$127.76	\$116.25

- Current membership in the dental plan is as follows:

Enrollment	State	Public Entity (High)	Public Entity (Basic)
Subscribers	36,605	305	125
Dependents	32,532	128	67
Total Lives	69,137	433	192

Complete demographic files are available after completion of Exhibit A-2 Limited Data Use Agreement, available as a Response Document in HighRoads.

- For state members, MCHCP, MoDOT, MSHP and MDC do not contribute to the monthly premium cost. The entire premium is paid by the subscriber. Members must enroll for the entire plan year except as noted in Exhibit B-Scope of Work.
- MCHCP offers the optional dental plans to public entity employers who participate with MCHCP’s medical coverage. Public entities participating with MCHCP may opt to add or drop the dental plan at each annual enrollment period. For public entities, the dental subscriber enrollment must match the medical enrollment, and 50 percent of the dependents enrolled in medical must enroll in the dental plan. Members must enroll for the entire plan year.

ASSUMPTIONS AND CONSIDERATIONS

Please submit your proposal using the HighRoads online submission tool no later than **Friday, March 29, 2013, 4 p.m. CT (5 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 on line RFP process should be addressed to HighRoads. Any questions concerning the content of the RFP should be submitted via the messaging tool of the HighRoads website.

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

In order to be considered you must respond to all sections of this Request for Proposals (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. Answers that do not respond to the questions as stated cannot be evaluated. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

Proposals must be valid until October 1, 2013. If a contract is awarded, prices shall remain firm for the specified contract period.

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

CLARIFICATION OF REQUIREMENTS

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

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

SCHEDULE OF EVENTS

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

Activity	Timing
Online RFP Released	Monday, March 4, 2013 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Monday, March 11, 2013 4 p.m. CT (5 p.m. ET)
Carrier Question Submission Deadline	Wednesday, March 13, 2013 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Monday, March 18, 2013 4 p.m. CT (5 p.m. ET)
Initial Pricing Bid Date	Monday, March 25, 2013 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due	Friday, March 29, 2013 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits (if necessary)	April – May, 2013
Final Vendor Selection	late June, 2010
Program Effective Date	January 1, 2014

We recognize that this is an aggressive schedule. Only vendors that can commit to this timeline will be included in this proposal process.

QUESTIONS

During this bidding opportunity, MCHCP will be using the online messaging module of the HighRoads 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 HighRoads application by **Wednesday, March 13, 2013, 4 p.m. CT (5 p.m. ET)**. Questions received after March 13, 2013, 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 HighRoads 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 may respond to your questions as they are submitted via the messaging module, with a summary of all questions and answers provided by **Monday, March 18, 2013**.

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 4 p.m. CT (5 p.m. ET), Friday, March 29, 2013.

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. Contact Elfin Noce at (573) 526-3144 to request copies.

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 all offers.

Subject to review and follow up action by the board of trustees, negotiations must be finalized no later than (3) working days prior to the board meeting where awards are expected to be made (this is expected to be June, 2013). No offers, proposals, clarifications or responses will be accepted after that date.

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

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

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

Evaluation Criteria

Pricing	400 points
Provider Network	170 points
Vendor Profile	90 points
Customer Service	90 points
Account Management and Implementation	60 points
Claims Administration	60 points
Performance Guarantees	50 points
Technology and Reporting	50 points
Access to Services	<u>30 points</u>
Total	1,000 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (480 points) of the possible 600 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 600 non-financial points.

FINALIST INTERVIEW

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

PRICING

The bidder must provide firm, fixed monthly premiums for all rate tiers listed in both the State and Public Entity pricing models. Bidders are required to bid on the benefits as described in the State and Public Entity Plan Designs. The bidder must submit firm, fixed premiums if MCHCP awards a single contract and firm, fixed premiums if MCHCP awards multiple contracts.

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

In determining pricing points, MCHCP will consider the potential three-year cost of the program including the full not-to-exceed price for the second and third years of the contract.

The contractor shall understand that annual renewal rates for CY2015 and CY2016 will be negotiated, but must be within the not-to-exceed prices submitted within this bid. Pricing for CY2017 and CY2018 will be negotiated.

NEGOTIATION AND CONTRACT AWARD

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

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

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

RENEWAL OF CONTRACT

The initial agreement is for the period of January 1, 2014 through December 31, 2014, with up to four additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees.

Proposed pricing for Years 2-3 (CY2015 and CY2016) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. Pricing for Years 4-5 (CY2017 and CY2018) will be negotiated and is due 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 HIGHROADS

The 2014 MCHCP Dental RFP contains 2 broad categories of items that you will need to work on via the HighRoads application:

1) Items Requiring a Response:

- a) Pricing Forms (e.g., State Dental Pricing, etc.) are online input forms to collect your rate proposals as requested by MCHCP. These pricing forms also calculate based on the rates you input.
- b) Questionnaires (e.g., Dental Questionnaire, etc.) are also online forms to collect your responses to our questions about your capabilities.
- c) 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 HighRoads Web site. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the HighRoads 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 of these components can be found in the HighRoads Application under the 2014 MCHCP Dental RFP on the Event Details page of the application.

Note that as you use the HighRoads 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 HighRoads application homepage. For help with data entry and navigation through the application, you can contact the HighRoads staff:

- Phone: 800-979-9351, option 2;
- E-mail: support@highroads.com

RESPONDING TO QUESTIONNAIRES

We have posted two forms for your response:

- Dental Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to HighRoads by, **Friday, March 29, 2013, 4 p.m. CT (5 p.m. ET)**.

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains all of 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 HighRoads application homepage. You have the option to “respond online” or through the use of two different off-line (or desktop) tools.

COMPLETING PRICING WORKSHEETS

The financial worksheets (State Dental Pricing and Public Entity Dental Pricing) may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains a worksheet to collect fee quotations based on the stated benefit plan designs. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the HighRoads Application homepage. Please be certain to complete all worksheets.

The Initial Bid Due date for pricing is **Monday, March 25, 2013, 4 p.m. CT (5 p.m. ET)**. You are encouraged to submit an initial bid by this date in order to familiarize yourself with the pricing function of HighRoads. You may further refine or modify your bid until the **final bid deadline of Friday, March 29, 2013, 4 p.m. CT (5 p.m. ET)**. Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

NOTES REGARDING PRICING

Fee quotes should assume:

- Plan effective date: January 1, 2014
- Submitted prices for 2014 shall be firm, while prices for 2015 and 2016 shall be submitted as “not to exceed” amounts. Proposed prices and plan designs are subject to negotiation prior to the award of a contract by MCHCP. Please refer to the Instructions document for detailed pricing worksheet instructions.
- Rates for CY2017 and CY2018 will be negotiated.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

SUBMITTING BIDS

The pricing function allows you to work on a bid submission in draft form. You can enter your rates and *Save* without submitting your proposal to HighRoads. Save frequently in order to avoid losing work. When you have finished entering all of your rates, *Save* and then *Calculate*. If you have missed any required fields, you will be notified with an error message. If there are no errors, you can *Submit* your proposal to HighRoads.

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

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

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheet because your bids must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been accurately entered for all worksheets, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, all of the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to HighRoads.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to HighRoads.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.

- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as “n/a” are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out (for security purposes the system will automatically log you out after a specified time if there is no activity).

RFP CHECKLIST

Prior to the March 29, 2013 close date, please be sure you have completed and/or reviewed each of the documents listed below:

Type	Document Name
Questionnaire	Dental Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	State Dental Pricing
Pricing/Bid	Public Entity Dental Pricing
Response	Exhibit A-1 Intent to Bid.doc DUE: Monday, March 11, 2013
Response	Exhibit A-2 Limited Data Use Agreement.doc DUE: Monday, March 11, 2013
Response	Exhibit A-3 Business Associate Agreement.doc – to be provided at a later date
Response	Exhibit A-4 Proposed Bidder Modifications.doc
Response	Exhibit A-5 Confirmation Document.doc
Response	Exhibit A-6 Hold Harmless Agreement.doc
Response	Exhibit A-7 Contractor Certification.doc
Response	Exhibit A-8 Provider Match.xls (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Introduction and Instructions – 2014 MCHCP Dental RFP.doc
Reference	Attachment 1 – Enrollee file layouts.doc
Reference	Attachment 2 - MCHCP Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 3 - MoDOT Enrollee File.xls (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 4 - MDC Enrollee File.xls (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 5 - Dental Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 6 – Limitations and Exclusions.doc
Reference	Attachment 7 – Provider file layout.doc
Reference	Attachment 8 – Claim file layout.doc
Reference	Attachment 9 – Dental Experience.xlsx
Reference	Attachment 10 - Sample Contract.doc – to be provided at a later date
Reference	Exhibit B – Scope of Work.doc
Reference	Exhibit C – General Provisions.doc

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 HighRoads application by **Wednesday, March 13, 2013, 4 p.m. CT (5 p.m. ET)**.

For technical questions related to the use of HighRoads, please contact the HighRoads customer support team at support@highroads.com, or by calling the Customer Support Line at 1-800-979-9351, option 2.

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide a fully-insured dental plan(s) for State and Public Entity 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 of 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.
- 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 outlined in Section 10 of the Dental Questionnaire.

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

- B2.1 Eligible State of Missouri members are those employees (including eligible foster parents), retirees and their dependents who are eligible members of MCHCP as defined in the statutes, rules and regulations or revision(s) to such. MCHCP is the sole source in determining eligibility. The following information is provided primarily as general information to the bidder. Eligibility shall also be available to Missouri Department of Transportation and Highway Patrol, and the Missouri Department of Conservation active employees and their dependents. Enrollment in the plan is required for the entire plan year unless employment ends, employee retires or employee/retiree cancels medical coverage.
- B2.2 Eligibility periods:
- B2.2.1 Employees and their dependents can enroll during the employee's or dependent's initial period of eligibility.
- B2.2.2 Open enrollment shall be the period announced by MCHCP to allow eligible individuals to change coverage or add eligible dependents. It is anticipated, but not guaranteed, that State employee open enrollment for coverage effective January 1 of the following year will be October 1 – October 31. Public entity open enrollment is anticipated, but not guaranteed, to be October 8 to November 7 of each plan year. MCHCP reserves the right to create a special emergency enrollment period as it deems necessary.

B2.2.3 Eligible individuals may be allowed to enroll throughout the year during special enrollment periods as outlined in 22 CSR 10-2.020(3).

B2.2.4 Unless otherwise required by federal or state law, Section B2.2 identifies the only periods of eligibility of members.

B2.3 Termination: The contractor must agree that:

B2.3.1 A member's coverage under this agreement terminates under those conditions specified in the MCHCP Plan document, statutes, and Rules and Regulations.

B2.3.2 The contractor shall not regard a member as terminated until the contractor receives an official termination notice directly from MCHCP. However, the contractor may suspend coverage on a member if payment for that member is not received, unless otherwise prohibited by law.

B2.3.3 Except for extenuating circumstances approved by MCHCP on appeal, members must participate in the dental plan throughout the entire plan year following their enrollment. Voluntary termination will not be permitted except when employment or medical insurance is terminated or the employee begins a leave of absence or retires.

B2.4 Continuation of Coverage:

B2.4.1 The contractor shall comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272, as amended, and provide the required maximum period of continuation coverage for eligible members. The contractor must agree that MCHCP will administer COBRA and will retain the additional 2 percent premium.

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 designs. Bidders may propose additional services or options to be included in the Base or Premium Plan. Limitations and exclusions are provided in Attachment 6.

B3.2 The contractor must agree to waive the one-year waiting period for major services for those members who can provide evidence of at least one year of prior dental coverage through MCHCP's current dental plan or any other comparable dental plan.

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

B4. REPORTING REQUIREMENTS

B4.1 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 person or company, either directly or indirectly.

B4.2 MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) 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 (see example layout in Attachment 8). 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:

B4.2.1 Provide claims, person-level capitation and utilization data to MCHCP and/or MCHCP's data vendor (currently Truven Health Analytics) in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B4.2.2 Provide data in an electronic form and within a time frame specified by MCHCP;

B4.2.3 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

B4.2.4 Sign the Hold Harmless Agreement (included as Exhibit A-6 in Response Documents). MCHCP and Truven Health Analytics will sign the agreement upon contract award.

B4.3 The contractor shall submit 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. 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.

B4.4 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. 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.

B4.5 At the request of MCHCP and at the contractor's expense, the contractor agrees to conduct an annual customer satisfaction survey, and provide MCHCP with all information and responses in connection therewith.

B4.6 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. Fair and equitable compensation will be negotiated with the contractor.

B4.7 MCHCP will determine the acceptability of all 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 10 of the Dental Questionnaire, will be assessed.

B5. PAYMENTS

B5.1 The contractor shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via ACH on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.

B5.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid.

B5.2.1 Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MCHCP's calculations, payment and records.

B5.3 The contractor shall agree that for each COBRA participant, the additional two (2) percent of the total monthly premium will be retained by MCHCP.

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 deemed to be incorporated into the contract. MCHCP will review any request for additional fees or premium resulting from such changes and retains final authority to make any changes. In consultation with the contractor, an actuary 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 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 36 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.

B6.3.1 After processing each 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.

B6.3.2 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system. In addition, a list of the data items MCHCP is updating on their system and the allowed values for each field must be provided.

B6.3.3 The contractor shall provide a list of the unique key fields used by the contractor's system.

B6.4 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.

B6.5 The contractor must have an active, current 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 notify the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP.

B6.6 The contractor must be able to support single sign-on utilizing Security Assertion Markup Language (SAML).

B6.7 Appeal/Grievance Procedure

B6.7.1 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals and make decisions regarding dental necessity and the provision of services or benefits.

B6.7.2 The contractor shall have a timely and organized system for resolving members' complaints and grievances in compliance with state and federal laws and regulations, as amended.

B6.7.3 If the member's grievance is not resolved to his or her satisfaction, the member has the right to a formal appeal to the contractor. The contractor's appeal process shall be in compliance with state and federal laws and regulations as amended.

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 customer service manager, clinical advisor, a person responsible for preparing the 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 of 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 affectively 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.

B7.2 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 in order 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 plan's entire book of business, a comparable client to MCHCP, or some other industry norm.

B8. CUSTOMER SERVICE

B8.1 The contractor must provide a high quality and experienced customer service unit. The dental plan staff members must be fully trained in the MCHCP benefit design, 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. See B4.4 for customer service reporting requirements.

B8.2 The contractor shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified customer service personnel. At a minimum, customer service must be available between the hours of 8:00 a.m. and 5:00 p.m. CT Monday through Friday except for designated holidays.

B8.3 The contractor must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

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

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

B8.6 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 items such 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 contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

- B8.7 No provider may be listed on the contractor's website or distributed to the membership through the dental plan's customer service unit unless a signed contract is in place. In the event a plan provides incorrect information and a member seeks treatment based on that information, the contractor agrees to recognize and be financially responsible for any services rendered by that provider, under the terms of this contract, as if the provider had been under contract.
- B8.8 The contractor must provide MCHCP members with a toll-free number to request provider directories. These 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 web site.

B9. IMPLEMENTATION

- B9.1 The contractor and MCHCP must agree to a final implementation schedule 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 production and distribution;
 - Enrollment kit printing
 - Testing of claim file to data warehouse vendor
- B9.2 The contractor must have a customer service unit in place to answer member inquiries. Note: Open enrollment for state employees is anticipated to be October 1-31, 2013 with coverage effective January 1, 2014. Open enrollment for public entity members is anticipated to be October 8-November 7, 2013 with coverage effective January 1, 2014. At a minimum, the customer service unit must be able to address network and benefit issues.
- B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run a test tape no later than November 4, 2013. Results of the test must be provided to MCHCP by November 18, 2013.

B10. CONTRACTED NETWORK

- B10.1 The contractor must have in place a contracted provider network of dentists which will offer access to all MCHCP members nationwide.
- B10.2 The offered network must include a full range of general dental practitioners and specialists. Contractors are responsible for having a network available that can provide access to all covered services under this contract.
- B10.3 MCHCP requires that network dentists be responsible for obtaining all necessary pre-certifications, prior authorizations, and filing claims for members.

B11. MCHCP REQUIREMENTS AND SERVICE

B11.1 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
- Administration of COBRA regulations

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 HighRoads' 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(20). 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)(D) 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 employee or member 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 HighRoads 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 Wednesday, March 13, 2013, 4 p.m. CT (5 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-2) due to the provisions of HIPAA. A signed BAA be returned with such bidder's completed bid proposal. Failure to return a signed BAA may result in such bidder's proposal being considered non-responsive. **No changes shall be made to the BAA.**
- C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the BAA, making such agreement effective.

ATTACHMENT 1

LAYOUT FOR MCHCP ENROLLEE FILE (Attachment 2)

Field Name	Description
Unique ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee CBR – COBRA Participant
Medicare	Indicates if subscriber is on Medicare N – Subscriber does not have Medicare P – Subscriber does have Medicare S – Spouse of Subscriber has Medicare B – Subscriber and Spouse both have Medicare
Zip	5-Digit Zip Code
YOB	Year of Birth (YYYY)
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 97,974

ATTACHMENT 1

LAYOUT FOR MISSOURI DEPARTMENT OF TRANSPORTATION / MISSOURI STATE HIGHWAY PATROL ENROLLEE FILE (Attachment 3)

Field Name	Description
Unique ID	Number assigned by MCHCP
Status	Status of Employee ACT - Active
Relation	Identifies if member is subscriber, spouse, or child 1 – Employee 2 – Spouse 3 – Child
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC1 – Employee and 1 Child MC2 – Employee and 2 Children MC3 – Employee and 3 Children MF – Employee, Spouse, and Child(ren)
YOB	Year of Birth
Gender	M – Male F – Female
Zip	5-Digit Zip Code
Agency	MODOT – Missouri Department of Transportation MSHP1 – Missouri State Highway Patrol MPERS – MoDOT and Patrol Employee Retirement System Employees

Total record count = 17,475

ATTACHMENT 1

LAYOUT FOR MISSOURI DEPARTMENT OF CONSERVATION (MDC) ENROLLEE FILE (Attachment 4)

Field Name	Description
Unique ID	Number assigned by MCHCP
Status	A – Active
Zip	5-Digit Zip Code
YOB	Year of Birth (yyyy)
Gender	M – Male F – Female
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
State or Public Entity	S – State

Total record count = 3,414

ATTACHMENT 1

LAYOUT FOR MCHCP DENTAL ENROLLEE FILE (Attachment 5)

Field Name	Description
Unique ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Plan Type	Identifies plan type member is enrolled STATE – State Plan PE BASIC – Basic Plan PE HIGH – High Option Plan
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child
Status	Identifies status of member ACT – Active Employee CBR – COBRA Participant RTN – Retired Employee
Zip	5-Digit Zip Code
YOB	Year of Birth
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 69,762

Attachment 6

Limitations and Exclusions – State Dental Plan

Limitations

- A panoramic film with or without other films is considered equivalent to a full mouth series for coverage purposes. Coverage for multiple radiographs on the same date of service will not exceed the coverage level for complete mouth series
- Charges for replacement of filling restorations are only covered once in a 24-month period, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth
- Endodontic (root canal treatment) on the same tooth is covered only once in a two year period. Re-treatment of the same tooth is allowed when performed by a different dental office
- If an existing bridge or denture cannot be made satisfactory, a replacement will be covered only once in seven years, but not during the first year of Major Services benefits

Exclusions

- Services or supplies for which the enrollee, absent this coverage, would normally incur no charge, such as care rendered by a dentist to a member of his/her immediate family or the immediate family of his/her spouse
- Services or supplies for which coverage is available under workers' compensation or employers' liability laws
- Services or supplies for cosmetic purposes or to correct congenital malformations, except for newborns with congenital dental defects
- Services that require multiple visits, which commenced prior to the membership effective date (including prosthetic devices and orthodontic care)
- Services or supplies related to temporomandibular joint syndrome (TMJ). This involves the jaw hinge connecting the upper and lower jaws.
- Services or supplies not specifically stated as covered dental services (including hospital or prescription drug charges)
- Replacement of dentures and other dental appliances which are lost or stolen
- Diseases contracted or injuries or conditions sustained as a result of any act of war
- Denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by participating dentists
- Complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances and bite therapy appliances
- Tooth preparation, temporary crowns, bases, impressions and anesthesia or other services which are part of the complete dental procedure. These services are considered components of, and included in the fee for, the complete procedure. Separate fees may not be charged by participating dentists
- Analgesia, including nitrous oxide, duplication of radiographs, temporary appliances or implants, and related procedures
- Services or supplies covered under a terminal liability, extension of benefits or similar provision of a program being replaced by this program
- Services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group
- Services or supplies provided or paid for by or under any governmental agency or program or law, except charges which the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended)

- Services rendered beyond the scope of a dentist's or service provider's license, or experimental or investigational services or supplies
- Services or supplies that a dentist determines for any reason, in his/her professional judgment, should not be provided
- Instructions in dental hygiene, dietary planning or plaque control
- Missed appointments or claim form completion
- Infection control, including sterilization of supplies and equipment
- Removal of asymptomatic third molars
- Orthodontics are not covered in the Basic Plan.

Attachment 6

Limitations and Exclusions – Public Entity Dental Plan

Limitations

- A panoramic film with or without other films is considered equivalent to a full mouth series for coverage purposes. Coverage for multiple radiographs on the same date of service will not exceed the coverage level for complete mouth series
- Charges for replacement of filling restorations are only covered once in a 24-month period, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth
- Endodontic (root canal treatment) on the same tooth is covered only once in a two year period. Re-treatment of the same tooth is allowed when performed by a different dental office
- If an existing bridge or denture cannot be made satisfactory, a replacement will be covered only once in five years, but not during the first year of Major Services benefits
- If membership is terminated before an orthodontic treatment plan is completed, coverage will be provided only to the end of the month of termination
- Benefits will not be paid for repair or replacement of an orthodontic appliance
- After completion of orthodontic treatment plan or reaching orthodontic lifetime maximum, no further orthodontic benefits will be provided

Exclusions

- Services or supplies for which the enrollee, absent this coverage, would normally incur no charge, such as care rendered by a dentist to a member of his/her immediate family or the immediate family of his/her spouse
- Services or supplies for which coverage is available under workers' compensation or employers' liability laws
- Services or supplies for cosmetic purposes or to correct congenital malformations, except for newborns with congenital dental defects
- Services that require multiple visits, which commenced prior to the membership effective date (including prosthetics and orthodontic care)
- Services or supplies related to temporomandibular joint syndrome (TMJ). This involves the jaw hinge connecting the upper and lower jaws.
- Services or supplies not specifically stated as covered dental services (including hospital or prescription drug charges)
- Replacement of dentures and other dental appliances that are lost or stolen
- Diseases contracted or injuries or conditions sustained as a result of any act of war
- Denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by participating dentists
- Complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances and bite therapy appliances
- Tooth preparation, temporary crowns, bases, impressions and anesthesia or other services which are part of the complete dental procedure. These services are considered components of, and included in the fee for, the complete procedure. Separate fees may not be charged by participating dentists
- Analgesia, including nitrous oxide, duplication of radiographs, temporary appliances or implants and related procedures
- Services or supplies covered under a terminal liability, extension of benefits or similar provision of a program being replaced by this program

- Services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group
- Services or supplies provided or paid for by or under any governmental agency or program or law, except charges that the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended)
- Services rendered beyond the scope of a dentist's or service provider's license, or experimental or investigational services or supplies
- Services or supplies that a dentist determines for any reason, in his/her professional judgment, should not be provided
- Instructions in dental hygiene, dietary planning or plaque control
- Missed appointments or claim form completion
- Infection control, including sterilization of supplies and equipment
- Orthodontics are not covered under the Basic Plan

**Attachment 7
Sample Provider File Layout**

Each dentist should have the same number of records as number of office locations. The example below is for a dentist with 2 office locations.															
License	SSN	Lname	First	MI	Title	Role 1	Role 2	Accept	Street 1	Street 2	City	State	Zip	Phone	County
R1234	555555555	Doe	John	J	DDS	General	SPEC	Y	123 West High	Suite 300	Columbia	MO	65202	5735555555	Boone
R1234	555555555	Doe	John	J	DDS	General	SPEC	Y	456 Forum		Columbia	MO	65202	5734444444	Boone

**Attachment 8
Claim File Layout**

Field	Type	Start	End	Length
Group Number	Numeric	1	8	8
Subscriber SSN	Numeric	13	21	9
Claim Number	Numeric	27	36	10
Patient Last Name	Character	39	88	50
Patient First Name	Character	90	114	25
Patient Relation To Subscriber	Numeric	116	116	1
Patient Date of Birth	Numeric	126	133	8
Claim Payment Date	Numeric	137	144	8
Claim Date of Service	Numeric	148	155	8
Submitted Amount	Numeric	159	179	21
Approved Amount	Numeric	181	201	21
Allowed Amount	Numeric	203	223	21
Deductible Amount	Numeric	225	245	21
Paid Amount	Numeric	247	267	21
Patient Payable Amount	Numeric	269	289	21
COB Amount	Numeric	291	311	21
Co-pay percentage	Numeric	313	333	21
Procedure Code	Numeric	335	339	5
Tooth Number	Character	345	346	2
Tooth Surface	Character	352	356	5
Processing Policy	Numeric	359	362	4
Payment Code	Character	369	369	1
Provider Code	Numeric	379	379	1
Provider ID	Character	395	414	19
Provider State	Character	416	417	2
Provider Zip	Numeric	430	439	9
Gender	Character	440	441	1

Attachment 9
Dental Experience

	State				
	Employees	Members	Dental Claims Paid - Premier Network	Dental Claims Paid - PPO Network	Paid Premium
Dec 2012	35,702	66,661	\$826,231	\$424,043	\$1,420,251
Nov 2012	35,716	66,689	\$863,180	\$417,559	\$1,420,222
Oct 2012	35,649	66,564	\$676,474	\$359,381	\$1,418,738
Sep 2012	35,596	66,556	\$634,053	\$347,738	\$1,417,801
Aug 2012	35,607	66,654	\$914,201	\$473,339	\$1,417,764
Jul 2012	35,639	66,719	\$680,023	\$345,255	\$1,419,449
Jun 2012	35,677	66,836	\$741,939	\$337,092	\$1,421,243
May 2012	35,641	66,829	\$930,399	\$476,206	\$1,419,768
Apr 2012	35,593	66,776	\$774,214	\$400,283	\$1,418,628
Mar 2012	35,552	66,724	\$998,862	\$495,199	\$1,417,009
Feb 2012	35,525	66,741	\$797,175	\$355,949	\$1,415,983
Jan 2012	35,594	66,766	\$739,529	\$351,798	\$1,414,167
Dec 2011	34,979	65,450	\$868,591	\$420,640	\$1,325,409
Nov 2011	34,949	65,438	\$735,652	\$363,208	\$1,327,575
Oct 2011	34,960	65,545	\$695,800	\$330,979	\$1,327,507
Sep 2011	34,831	65,307	\$806,170	\$365,787	\$1,325,729
Aug 2011	34,893	65,428	\$725,037	\$320,778	\$1,325,128
Jul 2011	34,935	65,525	\$698,661	\$301,400	\$1,326,481
Jun 2011	34,956	65,551	\$890,467	\$413,699	\$1,329,782
May 2011	35,023	65,690	\$791,965	\$349,968	\$1,330,467
Apr 2011	35,086	65,817	\$758,336	\$329,634	\$1,332,493
Mar 2011	35,028	65,751	\$1,034,177	\$455,817	\$1,332,782
Feb 2011	35,067	65,846	\$730,074	\$261,368	\$1,332,917
Jan 2011	34,987	65,600	\$934,043	\$143,519	\$1,328,581
Dec 2010	35,572	66,727	\$1,256,689	\$0	\$1,406,642
Nov 2010	35,602	66,808	\$1,174,257	\$0	\$1,409,215
Oct 2010	35,626	66,945	\$1,042,496	\$0	\$1,411,966
Sep 2010	35,715	67,116	\$1,276,695	\$0	\$1,416,265
Aug 2010	35,715	67,153	\$1,118,632	\$0	\$1,413,717
Jul 2010	35,758	67,241	\$1,256,417	\$0	\$1,418,190
Jun 2010	35,893	67,565	\$1,031,519	\$0	\$1,423,380
May 2010	36,002	67,865	\$1,120,267	\$0	\$1,428,716
Apr 2010	36,054	67,921	\$1,486,694	\$0	\$1,431,406
Mar 2010	35,946	67,674	\$1,279,660	\$0	\$1,428,791
Feb 2010	36,060	67,794	\$1,207,037	\$0	\$1,431,723
Jan 2010	36,046	67,837	\$1,004,287	\$0	\$1,429,845
Dec 2009	33,703	62,175	\$1,075,997	\$0	\$1,312,501
Nov 2009	33,709	62,212	\$1,008,077	\$0	\$1,313,570
Oct 2009	33,752	62,338	\$1,180,037	\$0	\$1,316,342
Sep 2009	33,692	62,230	\$929,365	\$0	\$1,314,594
Aug 2009	33,694	62,276	\$1,011,910	\$0	\$1,313,528
Jul 2009	33,676	62,253	\$1,179,265	\$0	\$1,314,342
Jun 2009	33,825	62,508	\$954,481	\$0	\$1,319,442
May 2009	33,816	62,526	\$1,030,164	\$0	\$1,318,560
Apr 2009	33,785	62,351	\$1,287,455	\$0	\$1,316,114
Mar 2009	33,719	62,265	\$1,134,310	\$0	\$1,315,166
Feb 2009	33,502	61,643	\$1,015,256	\$0	\$1,309,059
Jan 2009	33,385	61,380	\$1,010,480	\$0	\$1,300,480

Attachment 9
Dental Experience

	Public Entity				
	Employees	Members	Dental Claims Paid - Premier Network	Dental Claims Paid - PPO Network	Paid Premium
Dec 2012	418	625	\$4,252.00	\$7,115.71	\$17,684.77
Nov 2012	420	629	\$7,644.70	\$5,369.20	\$17,891.41
Oct 2012	421	628	\$6,741.70	\$4,518.70	\$18,006.13
Sep 2012	419	624	\$5,953.20	\$5,042.30	\$17,964.43
Aug 2012	423	632	\$6,259.10	\$6,455.10	\$18,155.02
Jul 2012	424	631	\$4,230.00	\$5,169.60	\$17,927.04
Jun 2012	420	624	\$7,689.30	\$4,772.90	\$17,922.50
May 2012	424	626	\$6,428.40	\$4,062.20	\$18,035.73
Apr 2012	424	624	\$8,184.60	\$4,744.60	\$17,965.35
Mar 2012	430	636	\$10,049.40	\$4,814.30	\$18,216.30
Feb 2012	431	637	\$4,356.00	\$3,904.00	\$18,050.95
Jan 2012	432	634	\$3,789.60	\$6,433.90	\$18,295.78
Dec 2011	456	663	\$7,861.50	\$6,920.90	\$18,322.30
Nov 2011	456	669	\$10,923.40	\$5,382.90	\$18,361.62
Oct 2011	459	677	\$5,150.80	\$4,580.90	\$18,498.20
Sep 2011	450	669	\$7,324.80	\$6,352.80	\$18,423.89
Aug 2011	452	671	\$10,790.20	\$3,411.00	\$18,368.67
Jul 2011	450	672	\$6,436.70	\$2,660.30	\$18,370.29
Jun 2011	449	667	\$6,285.40	\$5,906.00	\$17,954.02
May 2011	448	669	\$8,680.10	\$4,456.10	\$18,249.22
Apr 2011	452	671	\$9,472.60	\$2,341.00	\$18,492.85
Mar 2011	458	676	\$13,048.80	\$4,114.80	\$18,463.44
Feb 2011	462	682	\$10,292.60	\$7,382.10	\$18,796.26
Jan 2011	458	677	\$10,136.40	\$743.80	\$18,641.82
Dec 2010	568	823	\$16,282.30	\$0.00	\$21,977.16
Nov 2010	571	826	\$16,512.30	\$0.00	\$22,083.42
Oct 2010	577	836	\$14,422.40	\$0.00	\$22,372.76
Sep 2010	571	833	\$16,953.20	\$0.00	\$22,359.98
Aug 2010	573	833	\$18,652.00	\$0.00	\$22,419.84
Jul 2010	578	844	\$14,372.52	\$0.00	\$22,775.57
Jun 2010	601	880	\$19,924.70	\$0.00	\$23,701.56
May 2010	606	887	\$18,667.80	\$0.00	\$23,994.05
Apr 2010	610	893	\$25,503.13	\$0.00	\$24,210.50
Mar 2010	611	895	\$23,310.30	\$0.00	\$23,940.68
Feb 2010	613	905	\$20,317.02	\$0.00	\$23,766.51
Jan 2010	622	915	\$21,557.40	\$0.00	\$24,488.88
Dec 2009	601	854	\$20,430.90	\$0.00	\$22,410.36
Nov 2009	598	848	\$18,647.37	\$0.00	\$22,200.27
Oct 2009	589	838	\$20,423.10	\$0.00	\$21,822.87
Sep 2009	588	837	\$15,474.40	\$0.00	\$21,700.00
Aug 2009	582	837	\$18,674.75	\$0.00	\$24,980.33
Jul 2009	579	837	\$16,914.95	\$0.00	\$18,353.27
Jun 2009	577	840	\$15,250.10	\$0.00	\$21,425.19
May 2009	570	827	\$16,524.10	\$0.00	\$21,400.19
Apr 2009	575	828	\$22,194.75	\$0.00	\$21,337.61
Mar 2009	579	832	\$21,727.80	\$0.00	\$21,592.71
Feb 2009	588	841	\$20,609.30	\$0.00	\$21,785.53
Jan 2009	578	820	\$23,017.90	\$0.00	\$21,364.31

Basic Plan

Premium Plan

Plan Provisions

Annual Deductible

\$50 per person; does not apply to diagnostic and preventive services

\$50 per person; does not apply to diagnostic and preventive services

Annual Maximum

\$1,000 per person per calendar year benefit period

\$1,500 per person per calendar year benefit period

Waiting Period

12-month waiting period for Major Services. Waiting period is waived with proof of 12 month continuous dental coverage for major services immediately prior to effective date of coverage in MCHCP's dental plan

12-month waiting period for Major Services and Orthodontia. Waiting period is waived with proof of 12 month continuous dental coverage for major services and/or orthodontia immediately prior to effective date of coverage in MCHCP's dental plan

Out of Network

Coverage limited to lesser of billed charges or the applicable maximum plan allowance.

Coverage limited to lesser of billed charges or the applicable maximum plan allowance.

Diagnostic and Preventive Services

Examinations

100% coverage; dental exams (all types), x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two exams per calendar year

100% coverage; dental exams (all types), x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two exams per calendar year

Prophylaxes (teeth cleaning)

100% coverage for cleaning, scaling and polishing, including periodontal maintenance; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two per calendar year. Two additional cleanings per year for members who are pregnant, diabetic, have a suppressed immune system or have a history of periodontal therapy.

100% coverage for cleaning, scaling and polishing, including periodontal maintenance; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two per calendar year. Two additional cleanings per year for members who are pregnant, diabetic, have a suppressed immune system or have a history of periodontal therapy.

Fluoride

100% coverage for topical fluoride application for patients up to 14 years of age once per calendar year; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum

100% coverage for topical fluoride application for patients up to 14 years of age once per calendar year; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum

Bitewing Radiographs (x-rays)

100% coverage; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to one set per calendar year

100% coverage; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to one set per calendar year

Sealants

100% coverage for all eligible participants; limited to caries-free occlusal surfaces of the first and second permanent molars once in five years

100% coverage for all eligible participants; limited to caries-free occlusal surfaces of the first and second permanent molars once in five years

Brush Biopsy

100% coverage for brush biopsy to detect oral cancer

100% coverage for brush biopsy to detect oral cancer

Basic and Restorative

Emergency Palliative Treatment

20% coinsurance after deductible; emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)

20% coinsurance after deductible; emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)

Space Maintainers

20% coinsurance after deductible; space maintainers that replace prematurely lost teeth of eligible dependent children up to age 14 once in five years, except for accidental injuries

20% coinsurance after deductible; space maintainers that replace prematurely lost teeth of eligible dependent children up to age 14 once in five years, except for accidental injuries

All Other X-rays

20% coinsurance after deductible for periapical x-rays as required; full-mouth x-rays once in five years

20% coinsurance after deductible for periapical x-rays as required; full-mouth x-rays once in five years

Minor Restorative Services (fillings)

20% coinsurance after deductible; restorative services using amalgam, synthetic porcelain, and plastic filling material

20% coinsurance after deductible; restorative services using amalgam, synthetic porcelain, and plastic filling material

Simple Extractions

20% coinsurance after deductible

20% coinsurance after deductible

Major Services

Prosthetic Repair

50% coinsurance after deductible; denture repairs and relines

50% coinsurance after deductible; denture repairs and relines

50% coinsurance after deductible;

50% coinsurance after deductible; includes

All Other Oral Surgery	includes surgical extractions (except simple extractions) 50% coinsurance after deductible; treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery covered only once in a three year period for the same site. Coverage for scaling and root planing limited to once per 24 months.	surgical extractions (except simple extractions) 50% coinsurance after deductible; treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery covered only once in a three year period for the same site. Coverage for scaling and root planing limited to once per 24 months.
Periodontics	50% coinsurance after deductible; root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)	50% coinsurance after deductible; root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)
Endodontics	50% coinsurance after deductible; bridges, dentures and partials once in seven years	50% coinsurance after deductible; bridges, dentures and partials once in seven years
Prosthodontics	50% coinsurance after deductible; initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in seven years, unless the damage to that tooth was caused by an accidental injury not related to the normal function of a tooth or teeth	50% coinsurance after deductible; initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in seven years, unless the damage to that tooth was caused by an accidental injury not related to the normal function of a tooth or teeth
Major Restorative Services (crowns, inlays, onlays)	50% coinsurance after deductible; general anesthesia in conjunction with covered surgical procedures	50% coinsurance after deductible; general anesthesia in conjunction with covered surgical procedures
General Anesthesia	Not covered; however an alternate benefit allowance will be provided based on cost of a removable partial denture or fixed bridge. Limited to once in seven years per tooth.	Not covered; however an alternate benefit allowance will be provided based on cost of a removable partial denture or fixed bridge. Limited to once in seven years per tooth.
Implants		
Orthodontic Services		
Orthodontia Benefits	Not covered	50% coinsurance after deductible; Orthodontic lifetime maximum of \$1,500 per dependent child under age 19

pricing model name: State Pricing Model

worksheet name: W1:Instructions

Name	Notes
Premium	A Bidders must propose a firm fixed monthly premium for CY2014 and not-to-exceed monthly premiums for CY2015 and CY2016 for State employees/retirees. Bidders must also submit pricing for both plan designs.
Sole Contractor	A Bidders must use the worksheet labeled "State Rates-Sole Contractor" to indicate premiums if only one contract is awarded.
Multiple Contractors	A Bidders must use the worksheet labeled "State Rates-Multiple Contractors" to indicate premiums if more than one contract is awarded.
Renewal	A Renewal pricing for future contract years is due no later than May 15 of the prior year.
COBRA	A For each COBRA participant, the additional 2 percent of total monthly premium will be permanently retained by MCHCP.
Supplemental Pricing	A Bidders may use Supplemental Pricing for any optional services that are not included in the premium. Optional services that could be listed include an on-line reporting utility, ID card customization costs, etc. Include the basis for payment (PEPM, one-time fee, etc) in the Basis for Payment column.

Name	2014 Basic Plan Monthly Rate	2014 Premium Plan Monthly Rate	2015 Basic Plan Monthly Rate	2015 Premium Plan Monthly Rate	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate
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Active Employees

Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$

Retiree Non-Medicare

Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$

Retiree Medicare

Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$

Name	2014 Basic Plan Monthly Rate	2014 Premium Plan Monthly Rate	2015 Basic Plan Monthly Rate	2015 Premium Plan Monthly Rate	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate
Active Employees						
Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$
Retiree Non-Medicare						
Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$
Retiree Medicare						
Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$

Name	Describe Service	Cost of Service	Basis for Payment (PEPM, one-time fee, etc.)
Service 1	A	\$	A
Service 2	A	\$	A
Service 3	A	\$	A
Service 4	A	\$	A
Service 5	A	\$	A

Basic Plan

Premium Plan

Plan Provisions

Annual Deductible	\$50 per person; does not apply to diagnostic and preventive services	\$50 per person; does not apply to diagnostic and preventive services
Annual Maximum	\$1,000 per person per calendar year benefit period	\$1,000 per person per calendar year benefit period
Coinsurance	Coinsurance amounts apply after the \$50 individual deductible is met for Basic and Restorative, Major Services, and/or Orthodontia combined	Coinsurance amounts apply after the \$50 individual deductible is met for Basic and Restorative, Major Services, and/or Orthodontia combined
Waiting Period	12-month waiting period for major services, including replacement of prosthetic appliance. Waiting period is waived with proof of 12 month continuous dental coverage for major services immediately prior to effective date of coverage in MCHCP's dental plan.	12-month waiting period for major services, including replacement of prosthetic appliance. Waiting period is waived with proof of 12 month continuous dental coverage for major services immediately prior to effective date of coverage in MCHCP's dental plan.
Out of Network	Coverage limited to lesser of billed charges or the maximum plan allowance	Coverage limited to lesser of billed charges or the maximum plan allowance

Diagnostic and Preventive Services

Examinations	100% coverage; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; includes all types; coverage limited to two exams per calendar year	100% coverage; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; includes all types; coverage limited to two exams per calendar year
Prophylaxes (teeth cleaning)	100% coverage for cleaning, scaling, and polishing including periodontal maintenance visits; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two per calendar year.	100% coverage for cleaning, scaling, and polishing including periodontal maintenance visits; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two per calendar year.
Fluoride	100% coverage for topical fluoride application for dependent children up to age 19 once per calendar year; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum	100% coverage for topical fluoride application for dependent children up to age 19 once per calendar year; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum
X-Rays	100% coverage for bitewing and periapical x-rays as required; full mouth x-rays covered once in any 36-month period; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum	100% coverage for bitewing and periapical x-rays as required; full mouth x-rays covered once in any 36-month period; dental exams,x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum
Emergency Palliative Treatment	100% coverage for emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)	100% coverage for emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)
Space Maintainers	100% coverage; space maintainers that replace prematurely lost teeth of eligible dependent children up to age 16 once in five years, except for accidental injuries	100% coverage; space maintainers that replace prematurely lost teeth of eligible dependent children up to age 16 once in five years, except for accidental injuries
Sealants	100% coverage for dependent children up to age 19; limited to caries-free occlusal surfaces of the first and second permanent molars once in five years	100% coverage for dependent children up to age 19; limited to caries-free occlusal surfaces of the first and second permanent molars once in five years

Basic and Restorative

Minor Restorative	20% coinsurance after deductible; restorative services using amalgam, synthetic porcelain and plastic filling material	20% coinsurance after deductible; restorative services using amalgam, synthetic porcelain and plastic filling material
Oral Surgery - Extractions	20% coinsurance after deductible; oral surgery (including simple and surgical extractions) not covered by MCHCP's medical plan	20% coinsurance after deductible; oral surgery (including simple and surgical extractions) not covered by MCHCP's medical plan
Periodontics	20% coinsurance after deductible; treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery covered only once in a three year period for the same site. Coverage for scaling and root planing limited to once every 24 months.	20% coinsurance after deductible; treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery covered only once in a three year period for the same site. Coverage for scaling and root planing limited to once every 24 months.

Endodontics	20% coinsurance after deductible; root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)	20% coinsurance after deductible; root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)
General Anesthesia	20% coinsurance after deductible; general anesthesia in conjunction with covered surgical procedures	20% coinsurance after deductible; general anesthesia in conjunction with covered surgical procedures
Prosthetic Repair	20% coinsurance after deductible; denture repairs and relines	20% coinsurance after deductible; denture repairs and relines
Major Services		
Prosthodontics	50% coinsurance after deductible for bridges and dentures 50% coinsurance after deductible; initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth provided once in five years unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth	50% coinsurance after deductible for bridges and dentures 50% coinsurance after deductible; initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth provided once in five years unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth
Major Restorative		
Orthodontic Services		
Orthodontia Benefits	Not covered	50% coinsurance after deductible; Orthodontic lifetime maximum of \$1,000 per dependent child under age 19

pricing model name: Public Entity Pricing Model

worksheet name: W1:Instructions

Name	Notes
Instructions	
Premium	A Bidders must propose a firm fixed monthly premium for CY2014 and not-to-exceed monthly premiums for CY2015 and CY2016 for Public Entity employees/retirees. Bidders must also submit pricing for both plan designs.
Sole Contractor	A Bidders must use the worksheet labeled "Public Entity-Sole Contractor" to indicate premiums if only one contract is awarded.
Multiple Contractors	A Bidders must use the worksheet labeled "Public Entity-Multiple Contractors" to indicate premiums if more than one contract is awarded.
Renewal	A Renewal pricing for future contract years is due no later than May 15 of the prior year.
COBRA	A For each COBRA participant, the additional 2 percent of total monthly premium will be permanently retained by MCHCP.

Name	2014 Basic Plan Monthly Rate	2014 Premium Plan Monthly Rate	2015 Basic Plan Monthly Rate	2015 Premium Plan Monthly Rate	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate
Active Employees						
Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$
Retiree Non-Medicare						
Retiree Only	\$	\$	\$	\$	\$	\$
Retiree+Spouse	\$	\$	\$	\$	\$	\$
Retiree+Child(ren)	\$	\$	\$	\$	\$	\$
Retiree+Family	\$	\$	\$	\$	\$	\$
Retiree Medicare						
Retiree Only	\$	\$	\$	\$	\$	\$
Retiree+Spouse	\$	\$	\$	\$	\$	\$
Retiree+Child(ren)	\$	\$	\$	\$	\$	\$
Retiree+Family	\$	\$	\$	\$	\$	\$

Name	2014 Basic Plan Monthly Rate	2014 Premium Plan Monthly Rate	2015 Basic Plan Monthly Rate	2015 Premium Plan Monthly Rate	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate
Active Employees						
Employee Only	\$	\$	\$	\$	\$	\$
Employee + Spouse	\$	\$	\$	\$	\$	\$
Employee + Child (ren)	\$	\$	\$	\$	\$	\$
Employee + Family	\$	\$	\$	\$	\$	\$
Retiree Non-Medicare						
Retiree Only	\$	\$	\$	\$	\$	\$
Retiree+Spouse	\$	\$	\$	\$	\$	\$
Retiree+Child(ren)	\$	\$	\$	\$	\$	\$
Retiree+Family	\$	\$	\$	\$	\$	\$
Retiree Medicare						
Retiree Only	\$	\$	\$	\$	\$	\$
Retiree+Spouse	\$	\$	\$	\$	\$	\$
Retiree+Child(ren)	\$	\$	\$	\$	\$	\$
Retiree+Family	\$	\$	\$	\$	\$	\$

Exhibit A-1

Intent to Bid – 2014 MCHCP Dental 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 **Monday, March 11, 2013, at 4 p.m. CT (5 p.m. ET).**

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). The bidder must be appropriately licensed for all states in which it operates. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Data Transfer** – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Size and Experience** – The bidder must currently provide dental coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- **Network** – Bidders must offer a contracted dental provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- **Contract** – 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. Any bid proposal containing any 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.

- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2013, 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.
- Plan Designs – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be offered as part of the entire plan design.

This form will serve as confirmation that our organization has received the 2014 MCHCP Dental RFP.

We intend to submit a complete proposal.

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

LIMITED DATA USE AGREEMENT BETWEEN THE MISSOURI CONSOLIDATED HEALTH CARE PLAN (MCHCP) AND _____

In order to secure data that resides with Missouri Consolidated Health Care Plan (MCHCP) and in order to ensure the integrity, security, and confidentiality of information maintained by MCHCP, and to permit appropriate disclosure and use of such data as permitted by law, MCHCP and _____ enter into this agreement to comply with the following specific paragraphs.

1. This Agreement is by and between MCHCP, a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), and _____, hereinafter referred to as "User."
2. This Agreement addresses the conditions under which MCHCP will disclose and the User will obtain and use MCHCP's demographic file specified in section 5. This Agreement supersedes any and all agreements between the parties with respect to the use of MCHCP's demographic file, and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior communication from MCHCP with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement, or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by MCHCP's Executive Director.
3. The parties mutually agree that MCHCP retains all ownership rights to the demographic file referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by MCHCP.
4. The parties mutually agree that the following named individual is designated as "Custodian" of the file on behalf of the User, and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify MCHCP within five (5) days of any change of custodianship. The parties mutually agree that MCHCP may disapprove the appointment of a custodian, or may require the appointment of a new custodian at any time.

Name of Custodian:

Name of Company:

Street Address:

City, State and Zip Code:

Phone Number w/ Area Code:

E-mail Address:

5. The User represents and warrants, and in furnishing the demographic file, MCHCP relies upon such representation and warranty, that this file will be used solely for the purposes outlined below. MCHCP's demographic file is used solely for the following:
 - Modeling of potential claim volume for purposes of bidding on a fully insured contract with MCHCP for dental benefits; and/or

- Network analysis and evaluation of proposed network's geographic accessibility to MCHCP members for purposes of bidding on a contract with MCHCP for dental benefits; and/or
- Underwriting and premium rating for purposes of bidding on an insured contract with MCHCP for dental benefits.

The User represents and warrants further that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person(s). The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Disclosure of this data is made pursuant to 45 CFR §§ 164.514(e)(1) and (g).

6. MCHCP will provide the User with the demographic file, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible.
7. The parties mutually agree that the aforesaid file (and/or any derivative file(s) [includes any file that maintains or continues identification of individuals]) may be retained by the User only for the period of time required for any processing related to the purposes outlined in section 5 above. After the bidding process is complete, MCHCP will notify the User to destroy such data. User agrees to certify the destruction of the files in writing within 30 days of MCHCP's instruction. **A statement certifying this action signed by an authorized representative must be sent to MCHCP.** The User agrees that no data from MCHCP records, or any parts thereof, shall be retained when the aforementioned file(s) are destroyed unless authorization in writing for the retention of such file(s) has been received from MCHCP's Executive Director. The User acknowledges that stringent adherence to the aforementioned information outlined in this paragraph is required. The User further acknowledges that MCHCP's demographic file received for any previous periods, and all copies thereof, must be destroyed upon receipt of an updated version, and verification made to MCHCP. Certification by an authorized representative of the destruction of these files is required in writing within 30 days of such destruction.
8. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data, and to prevent its unauthorized use or access. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by HIPAA, which sets forth guidelines for security plans for automated information systems. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) specified above in section 6 is strictly prohibited. Further, the User agrees that the data must not be physically moved or transmitted in any way from the site indicated above in section 4, without written approval from MCHCP.
9. The User agrees that the authorized representatives of MCHCP or Department of Health and Human Services (HHS" will be granted access to premises where the aforesaid file(s) are kept for the purpose of inspecting security arrangements confirming whether the User is in compliance with the privacy and security requirements specified in this agreement.
10. The User agrees that no findings, listing, or information derived from the file(s) specified in section 6, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member's identification, without first obtaining written authorization from MCHCP's

- Executive Director. (Examples of such data elements include, but are not limited to, address, zip code, sex, age, etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP's files identifies or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual with a reasonable degree of certainty.
11. The User agrees that, absent express written authorization from MCHCP's Executive Director to do so or as outlined in this agreement, the User shall make no attempt to link records included in the file(s) specified in section 6 to any other identifiable source of information. This includes attempts to link to other MCHCP data files.
 12. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP's Executive Director.
 13. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have made disclosure of the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP's Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User's determinations regarding any alleged or actual unauthorized disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP's determination or reasonable belief that unauthorized disclosures have taken place, MCHCP may refuse to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.
 14. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any individually identifiable information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; within 5 days of the discovery of any breach, providing MCHCP with written notification that includes a complete description of the breach, a list of affected individuals, and a copy of the template notification letter to be sent to affected individuals. The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.
 15. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).
 16. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 6, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.

17. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the agreement upon written request to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice.

(Name/Title of Individual)

(State Agency/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone Number Including Area Code)

(E-mail Address)

Signature

Date

18. 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.

Judith Muck, Executive Director
Missouri Consolidated Health Care Plan

Date

EXHIBIT A-4
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2014 MCHCP DENTAL RFP

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

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

Name/Title of Individual

Organization

Signature

Date

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

Executive Director
Missouri Consolidated Health Care Plan

Date

Exhibit A-5

Confirmation Document

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 HighRoads application.

Yes

No

-
- 2) Bidders are required to submit a firm, fixed price for CY2014 and not-to-exceed prices for CY2015 and CY2016. Rates for CY2017 and CY2018 will be negotiated. 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. 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

Date

EXHIBIT A-5
HOLD HARMLESS AGREEMENT

DISCLOSURE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, (the “Agreement”) dated____, 2013, is between and among Missouri Consolidated Health Care Plan, (“MCHCP”), Truven Health Analytics Inc.(“Truven Health”) and _____ on behalf of its affiliates and subsidiaries (“Dental Contractor”).

WHEREAS, Dental Contractor and MCHCP have entered into a contract, pursuant to which Dental Contractor provides fully insured dental benefit programs sponsored by the MCHCP (the “Plan”); and

WHEREAS, MCHCP is making this request in its capacity as Plan Administrator; and

WHEREAS, MCHCP and Truven Health have entered into an agreement (the “Truven Health Agreement”) pursuant to which Truven Health provides certain healthcare decision support systems and services (collectively, “Services”) to MCHCP which will be used by MCHCP to evaluate, analyze and manage its healthcare benefits and costs; and

WHEREAS, the MCHCP has instructed Dental Contractor to make certain specified claim, capitation, encounter and/or other information available to Truven Health to enable Truven Health to perform its Services, which claim information will include, without limitation, social security numbers, dates of service and dollar amounts of claims (collectively “the Data”); and

WHEREAS, all data supplied by Truven Health to MCHCP will be encrypted to protect against the identification of individuals.

WHEREAS, MCHCP and Truven Health recognize Dental Contractor’s legitimate interests in maintaining the confidentiality of the Data, protecting the proprietary nature of its systems and processes, avoiding unnecessary disruption of its claim administration, and protecting itself from certain legal liability; and

WHEREAS, Dental Contractor is willing to make the Data available to Truven Health in accordance with the request of MCHCP, upon the condition that Truven Health and MCHCP provide certain assurances, including assurances of protection against claims or liability arising out of Truven Health's performance of services or Dental Contractor's release of the Data to Truven Health; and

WHEREAS, Truven Health and MCHCP are willing to make such assurances;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Dental Contractor agrees to release the Data to Truven Health as requested by MCHCP in a manner that is consistent with all security and privacy requirements established by federal laws and regulations relating to the transmission of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.
2. MCHCP shall indemnify and hold Dental Contractor and Truven Health harmless from and against any and all claims, suits, expenses (including reasonable attorneys fees and court costs), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise) to the extent arising out of Dental Contractor's release of the Data to Truven Health and any subsequent misuse of the Data other than such claims, suits, expenses, liabilities or damages directly caused by Dental Contractor's gross negligence or willful misconduct.
3. Truven Health agrees to hold harmless, release and indemnify Dental Contractor, its directors, officers, employees and agents against any and all claims, suits, expenses (including reasonable attorneys fees and court costs), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise) resulting from the breach of its confidentiality obligations or use of the Data in a manner not explicitly authorized hereunder.
4. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification: (a) to provide the indemnifying party with prompt notice of any claim for which indemnification is sought, (b) to allow the indemnifying party to control the defense and settlement of any such claim, and (c) to cooperate fully with the indemnifying party in connection with such defense and settlement.

5. Truven Health agrees that the Data made available by Dental Contractor to Truven Health will be used only for the purpose of performing the Services necessary in order to assist MCHCP in its Plan Administrator functions and responsibilities and for any other purposes expressly authorized herein. Truven Health shall not use or further disclose Data other than as permitted by this Agreement or the master contract between Truven Health and MCHCP, or as required by law.
6. MCHCP and Truven Health agree to keep all Data made available to Truven Health by Dental Contractor confidential in accordance with all applicable state and federal laws and regulations and this Agreement shall be amended to be in conformance as necessary. MCHCP and Dental Contractor agree and acknowledge that Truven Health will use the Data only in accordance WITH the privacy regulations promulgated pursuant to HIPAA, 45 C.F.R. §§ 160-164 ("HIPAA's Privacy Regulations"), which include providing Data Aggregation services relating to the health care operations of MCHCP. Truven Health may create and use de-identified information from the Data according to HIPAA rules whether or not the de-identified information is to be used by MCHCP.
7. Truven Health shall not be considered either Dental Contractor's or MCHCP's agent or subcontractor in providing the services or making the analyses which it has undertaken to perform under the master contract between Truven Health and MCHCP.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.
9. This Agreement shall continue in force from year-to-year, but shall terminate automatically upon the earliest of the following: (a) termination of the contract between Dental Contractor and MCHCP; (b) the date agreed to by mutual agreement among the parties; (c) upon 60 days notice to Dental Contractor from MCHCP; and (d) immediately by Dental Contractor or MCHCP, where either has a reasonable belief that Truven Health has breached this Agreement. A termination of this Agreement shall not obligate Truven Health to remove the Data from MarketScan which was entered into MarketScan prior to or on the date of termination; provided, however that Truven Health shall be obligated to remove all Data from MarketScan if either MCHCP or Dental Contractor notifies Truven Health that it has reasonable belief that Truven Health has breached the provisions of Paragraph 6 hereof.
10. The confidentiality and indemnification obligations shall survive any termination, cancellation or expiration of this Agreement.

11. As between MCHCP and Truven Health, in the event of conflict or inconsistency between this Agreement and the master contract between Truven Health and MCHCP, the master contract between Truven Health and MCHCP shall control.
12. This Agreement may not be assigned by Truven Health without Dental Contractor's prior written approval, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in triplicate by their duly authorized officers.

Missouri Consolidated Health Care Plan

_____ (Dental Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____

Truven Health Analytics Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-7

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2014 MCHCP DENTAL RFP**

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

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

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

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

Contractor

By: _____

Title: _____

Date: _____

Dental Questionnaire

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

Proprietary Statement

1.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all proposals and related documents. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, 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 Records Policy listed above.

Confirmed

Not confirmed (please explain)



Vendor Profile

2.1 How many years has your organization provided dental benefits to employer groups?

Number of years

2.2 How long has the company been in operation in Missouri?

Number of years

2.3 How many employer groups does your organization service for Dental Benefits Administration?

Number of groups of 30,000 employees or more

Number of groups of 20,000-29,999 employees

Number of groups of 10,000-19,999 employees

Number of groups less than 10,000 employees

2.4 How many participants does your organization service for dental benefits administration?

Number of current members

Number of new members last year (2012)

Number of new members year to date (2013)

2.5 Provide references for three current clients. If possible, use companies of similar size and needs as MCHCP. One reference must be a group that is currently being serviced by the proposed account manager. We will not contact these references without discussing it with you first; however, having information on references is crucial.

	Company Name	Contact Name	Phone Number	E-mail address	Services provided by your organization	Number of Covered Employees	Number of years working with your organization
Current Client #1							
Current Client #2							
Current Client #3							

2.6 Provide references for two clients who have terminated your services. If possible please 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 crucial.

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

2.7 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 (please explain)



No

2.8 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)				

2.9 What has been the average premium rate increase in your book of business during each of the last three years?

	2010-11	2011-12	2012-13
Plan-wide	%	%	%
Public sector book	%	%	%

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

	Company Name	Service provided	Number of years working with your organization
Subcontractor #1			
Subcontractor #2			
Subcontractor #3			
Subcontractor #4			
Subcontractor #5			

2.11 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendors section, and name the file "Q2.11 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.



2.12 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.12 Audited Financial Statements".

Confirmed

Not confirmed (please explain)



Account Management and Implementation

3.1 Complete the following table regarding the 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)										%

3.2 Confirm you have uploaded a detailed implementation plan that includes a high level overview and details on specific tasks, timelines and responsibilities. Upload the file to the Reference Files from Vendor section, and name the file "Q3.2 Implementation Plan".

Confirmed

Not confirmed (please explain)

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

Response

3.4 Confirm you have provided an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the document to the Reference Files from Vendor section, and name the document "Q3.4 Organizational Chart".

Confirmed

Not confirmed (please explain)

3.5 Is there a link between the sales team coordinating this RFP, the implementation team and the account management team? If no, provide an explanation on how you ensure there is no miscommunication between them.

Yes

No (please explain)

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

Yes

No (please explain)

3.7 Confirm that you have provided a sample member communication packet and identification card, if applicable. Upload the file to the Reference Files from Vendor section, and name the file "Q3.7 Sample Communication Materials".


Confirmed


Not confirmed (please explain)

Customer Service

4.1 Provide the following information about your Customer/Member Services Department(s) that would service the MCHCP account.

Location(s) 

Days of operation 


Hours of operation 


Number of customer/member services representatives assigned to MCHCP account

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

Experience level of staff (average # of yrs)


4.2 Will you provide MCHCP with a dedicated Customer/Member Services team?

Yes (please describe) 

No (please explain) 

4.3 Given your expected capacity with your current business, what additional staff will you hire to service the MCHCP account?

Customer service representative (state how many)

Other (describe and state how many) 

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


Percent %

4.5 How are after hour calls managed?

IVR


Voice Mail

Human available at all times

Other (please explain) 


4.6 Can Member Services Representatives provide assistance for selecting and/or locating network dentists?

Yes





No (please explain) 

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

Yes

No (please explain) 

4.8 Are all calls documented and/or recorded?

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

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

	Company standard	Company actual 2012
Average time to answer (in seconds)		
Call abandonment rate		
First call resolution		

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

- Calls transferred to another call center
- Voice mail
- IVR
- Other (please explain)

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

- Access provider directory
- Verify eligibility
- Check claim status
- Request ID card
- Check status of deductibles, maximums, or limits
- Obtain a history of claims
- Map provider locations
- Other (please explain)

4.12 If applicable, 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
- Member request
- Not applicable, plan does not issue ID cards

4.13 Provide your company's average response time to written inquiries for the most recently completed calendar year.

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

4.14 Does your company conduct member satisfaction surveys?

- Yes (please describe, including frequency)
- No (please explain)

4.15 Confirm that you have uploaded results from your most recent satisfaction survey in the Reference Files from Vendor section, and named the file "Q4.15 Satisfaction Survey Results".

- Confirmed
- Not confirmed (please explain)

4.16 Confirm that you do not show the employee's Social Security Number (SSN) on printed materials (i.e. I.D. Cards, Explanation of Benefits).

- Confirmed
- Not confirmed (please explain)

4.17 Describe the complaint, grievance and appeal procedure available to members.

Response

Technology and Reporting

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.

Phone (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 of the State Pricing Model)

No (please explain)

5.3 Provide the URL, a temporary ID and Password for members of the RFP review team to view the website available to members.

URL

ID

Password

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

Truven Health Analytics

Other decision support system vendor(s) (list other vendors)

No

5.5 Describe your experience and ability to provide claims-level data to third party vendors as described in Attachment 8.

Response

5.6 Confirm that 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 "Q5.6 Sample Reports".

Confirmed

Not confirmed (please explain)

5.7 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section B4.4 to the Reference Files from Vendor section. Name the document "Q5.7 Customer Service Report".

Confirmed

Not confirmed (please explain)

5.8 Do you have an internet-based reporting system that MCHCP will have access to?

Yes, at no additional cost

Yes, at an additional cost (indicate cost in Supplemental Pricing of the State Pricing Model)

No (please explain)

5.9 Briefly describe your disaster recovery protocols, procedures and back-up systems for your call center and claims processing center. Can you rapidly shift service to another center if needed? Include the projected time required for full restoration of services.

Call center

Claims processing center

5.10 Has your company implemented and/or tested its disaster recovery procedure?

Yes (please describe specific circumstance(s) and include lessons learned)

No (please explain)



5.11 How frequently do you backup data?

Daily

Weekly

Monthly

Other (please explain)



5.12 Is stored backup data encrypted on media?

Yes (please describe)



No (please explain)



5.13 Is backup data stored in multiple locations?

Yes (please describe)



No (please explain)



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

Response



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

Response



5.16 Describe any breaches you have had in security and how they were handled.

Response



5.17 Due to MCHCP's diverse population of members, including those with disabilities, applications and websites must support various Web browsers and operating systems, and must be accessible according to guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium. Please list all Web browsers and operating systems your application/site is proven to support.

Web browsers and operating systems supported



5.18 Do you adhere to the accessibility guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium?

Yes (please describe)



No (please explain)



5.19 To increase the ease of use for MCHCP members, MCHCP utilizes single sign-on where available. Do you 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)



5.20 What platform do you currently utilize to delivery web content/services?

Response



5.21 What browser/browser versions do you support (include support for mobile devices)?

Response



5.22 Confirm your email service supports TLS for secure email.

Confirmed (please describe)



Not confirmed (please explain)



5.23 Confirm you have Secure FTP (FTPS or SFTP) capabilities for ad hoc record transfers.

Confirmed (please describe)



Not confirmed (please explain)



5.24 Confirm you have PGP encryption services.

Confirmed (please describe)



Not confirmed (please explain)



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

Response



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

Response



5.27 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 "Q5.27 Reliability Metrics".

Confirmed

Not confirmed (please explain)



5.28 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			

Claims Administration

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

Response



6.2 Provide the following information for the primary claim office facility that will service the MCHCP account:

Number of years in operation

Number of claims processed during the last calendar year

Average number of claims per processor per day

6.3 What percentage of claims transactions are adjudicated automatically (i.e. without manual intervention)?

Percentage %

6.4 For your Missouri membership, what percentage of claims were submitted electronically last year?

Percentage %

6.5 For the claim office proposed, what is the average number of working days for a paper claim to be processed (check issued) from the date of receipt?

Number of working days

6.6 How do you handle members' claims incurred for services rendered by out-of-network providers?

Response



6.7 Describe any claim edits in your system that allow claim processors to detect, deny and re-price inappropriate, inaccurate or fraudulent claims before such claims are paid.

Response



6.8 Does your system maintain COB information on claimants?

Yes (please describe)



No (please explain)



6.9 How frequently do you require updates to COB data?

Monthly

Quarterly

Annually

At point of claim

Other (please explain)



Access to Services

7.1 Describe the process a member would follow to access services?

Response



7.2 Do you monitor average wait times for members to obtain an appointment from the time the member calls to being seen? If so, what are your targeted and actual wait times (in calendar days)?

	Targeted	Actual (2012)	Do not track
General dentist			
Dental specialist			

7.3 Describe any benefit pre-certification or vouchers that members are required to obtain before benefits are provided.

Response



7.4 Describe the components of a standard dental examination delivered by your network providers.

Response



7.5 Can employees access information regarding participating providers from the following (check all that apply):

Plan's website

Hard copy directories

Via e-mail

Plan's call center

Provider Network

8.1 Confirm that you have uploaded the following GeoAccess reports based on the required access standard of 1 general dentist within 20 miles. Bidders must utilize the enrollment file included as Attachment 5 of this RFP in producing these reports. Reports should be summarized at the county level, not by zip code or city. Upload the files to the Reference Files from Vendor section, and name the files "Q8.1 GeoAccess Reports".

	Confirmed (percent with/without access)	Not confirmed (please explain)
Summary of Employees with Access to General Dentist	%	
Summary of Employees without Access to General Dentist	%	

8.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 7. Include only those providers located in Missouri. Name the file "Q8.2 Provider Network".

Confirmed

Not confirmed (please explain)



8.3 How many dentists were added to your Missouri network in each of the last two years? How many were dropped in each of the last two years?

	Added in 2011	Dropped in 2011	Added in 2012	Dropped in 2012
General dentists				
Specialty dentists				

8.4 Are you willing to recruit additional dentists in specific areas identified by MCHCP?

Yes

No (please explain)



8.5 In a typical network service area, on average, what percentage of available providers do you typically contract with? As an example, of all the general dentists in your service area, what percentage are included in your network?

General dentists

%

Specialty dentists

%

8.6 Are you anticipating a material change in network size during the next 18-24 months?

Yes, an increase in network size (please explain)

Yes, a decrease in network size (please explain)

No



8.7 Provide the number and percentage of network general and specialty dentists in Missouri with closed practices as of 1/1/2013.

Number of general dentists

Percent of general dentists

%

Number of specialty dentists

Percent of specialty dentists

%

8.8 Describe the credentialing process including information collected.

Response



8.9 Describe any differences between the initial credentialing process and the recredentialing process.

Response



8.10 Do you conduct provider network compliance inspections?

Yes

No (please explain)



8.11 How does your organization monitor the current licensure and "good standing" of network dentists?

Response



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

Yes

No (please explain)



8.13 Does the network you are proposing include providers throughout the United States? If so, what is the total percentage of all licensed dentists included in your proposed network?

Yes (provide percentage) _____ %

No (please explain)

8.14 How frequently do you update provider listings on your website?

Weekly

Monthly

Quarterly

Other (please explain)

8.15 How may provider contracts be terminated and how much advance notice is required?

Response

8.16 How often are new providers added to your network?

Response

8.17 Do you notify affected members when a participating provider leaves the network? If so, how soon after the termination are they notified?

Yes (please describe)

No

Contractual/Legal Issues

9.1 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has 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 "Q9.1 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)

9.2 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q9.2 State of Missouri License".

Confirmed



Not confirmed (please explain)

Performance Guarantees



10.1 Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2014.

	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 PEPM	



10.2 Account Management - Responsiveness. The following category will be reported and measured quarterly beginning January, 2014.

	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 period of time)	Acknowledgement and response within 8 business hours			For each incident not acknowledged within 8 business hours, \$500 plus \$0.10 PEPM	



10.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January, 2014.

	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 PEPM	



10.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January, 2014.

	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 PEPM	



10.5 Member Service - Response to written inquiries. The following category will be measured and reported quarterly beginning January, 2014.

	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	10 days or less			For each business day above standard, \$500 plus \$0.10 PEPM	



10.6 Eligibility - Timeliness of Installations. The following category will be measured and reported quarterly beginning January, 2014.

	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 36 hours of receipt.	95% within 36 hours			For each full hour beyond 36 hours, \$500 plus \$0.10 PEPM	



10.7 Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning January, 2014.

	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 PEPM	




10.8 ID Card Distribution (if applicable) - 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 percent of all ID cards mailed one week prior to effective date			For each day after stated deadline, \$500 plus \$0.10 PEPM	

10.9 ID Card Distribution (if applicable) - Ongoing. The following category will be reported and measured quarterly beginning January, 2014.



	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 percent 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 PEPM	

10.10 Reporting - The following categories will be reported and measured quarterly beginning January, 2014. 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 PEPM	
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 PEPM	
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 PEPM	

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


10.11 Implementation - The following categories 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
Eligibility file is tested and loaded accurately prior to January 1, 2014	Testing completed by November 18, 2013		MCHCP will determine acceptability of testing	\$2,000 plus \$0.10 PEPM	
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2013	Customer service center is operational and has been trained on MCHCP's benefit		MCHCP will determine contractor's readiness to address member questions	\$2,000 plus \$0.10 PEPM	



10.12 Reporting - The following categories will be measured and reported quarterly beginning January 1, 2014.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of 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 PEPM	
Customer service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of 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 PEPM	

10.13 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January, 2014. Penalties will be applied for each month the contractor fails to meet this standard.

	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 PEPM	

10.14 Preventive care - The following category will be measured and reported annually beginning January, 2014.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of members accessing preventive care	50 percent of members who are continuously enrolled will receive at least one preventive exam per year			For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	

10.15 Please indicate your willingness to submit your performance metrics results via an online tool.

Confirmed

Not Confirmed (please explain)



Scope of Work

11.1 Confirm you will meet all General Requirements as stated in Exhibit B, Section B1.

Confirmed

Not confirmed (please explain)



11.2 Confirm you will meet all Eligibility Requirements as stated in Exhibit B, Section B2.

Confirmed

Not confirmed (please explain)



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

Confirmed

Not confirmed (please explain)



11.4 Confirm you will meet all Reporting Requirements as stated in Exhibit B, Section B4.

Confirmed

Not confirmed (please explain)



11.5 Confirm you will agree to all Payment requirements as stated in Exhibit B, Section B5.

Confirmed

Not confirmed (please explain)



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

Confirmed

Not confirmed (please explain)



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

Confirmed

Not confirmed (please explain)



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

Confirmed

Not confirmed (please explain)



11.9 Confirm you will meet all Implementation Requirements as stated in Exhibit B, Section B9.

Confirmed

Not confirmed (please explain)



11.10 Confirm you will meet all Contracted Network Requirements as stated in Exhibit B, Section B10.

Confirmed

Not confirmed (please explain)



Attachment Checklist

12.1 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.

- Q2.11 Economic impact
- Q2.12 Audited financial statements
- Q3.2 Implementation plan
- Q3.4 Organizational chart
- Q3.7 Sample communication materials
- Q4.15 Satisfaction survey results
- Q5.6 Sample reporting package
- Q5.7 Customer service report
- Q5.27 Reliability metrics
- Q8.1 GeoAccess reports
- Q8.2 Provider network file
- Q9.1 E&O insurance document
- Q9.2 State of Missouri license

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, 2014 through December 31, 2014. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2014) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2015 and January 1 - December 31, 2016 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. 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 (form of which will be provided and negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The Report and Data provisions set forth in the Exhibits of this RFP (subject to change in format, as needed and as mutually agreed upon by both parties); (4) The completed and uploaded Exhibits set forth in this RFP; and (5) 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. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit.

Confirmed

Not confirmed (please explain)

1.4 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)

1.5 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 shall be responsible for compliance with the Privacy, Security, and Breach Notification provisions of the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereunder, and shall comply with any and all HIPAA provisions and regulations applicable to 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)

1.6 Electronic Transmission Protocols: Contractor and all subcontractors will maintain encryption standards of 256 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

Confirmed

Not confirmed (please explain)

1.7 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. Contractor will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP.

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 HIPAA Hold Harmless: Contractor agrees to hold MCHCP harmless from any HIPAA violations, indemnify MCHCP, and pay fines assessed as a result of the failure of the Contractor or any associate or subcontractor of Contractor to comply with HIPAA privacy, security and breach notification regulations, as amended.

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 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 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)

1.13 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)

1.14 Reviews and Hearings: Contractor agrees to advise MCHCP of all complaints of recipients made known to Contractor and refer all appeals to MCHCP. Contractor agrees to participate in any review, appeal, hearing or litigation involving issues related to services provided under this Contract if, and to the extent, MCHCP deems necessary.

Confirmed

Not confirmed (please explain)

1.15 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)

1.16 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)

1.17 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)

1.18 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)

1.19 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)

1.20 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)

1.21 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)

1.22 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)

1.23 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)

1.24 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)

1.25 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.

Confirmed

Not confirmed (please explain)

1.26 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)

1.27 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)

1.28 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)

1.29 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)

1.30 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)

1.31 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)

1.32 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)

1.33 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 1.27, 1.28, 1.29, 1.31, and 1.32 above.

Confirmed

Not confirmed (please explain)

1.34 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)

1.35 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)

1.36 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)

1.37 Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.

Confirmed

Not confirmed (please explain)

1.38 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)

1.39 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)

1.40 Response/Compliance with Audit or Inspection Findings: Contractor must take action to ensure its or 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 addresses 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)

1.41 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)

1.42 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)

1.43 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)

1.44 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)

1.45 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)

1.46 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)

1.47 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)

1.48 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)

1.49 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)

1.50 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)

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2014 Dental RFP
March 18, 2013**

These responses are provided by MCHCP to questions received from potential bidders for the 2014 Dental RFP. MCHCP has listed similar questions and responses only once.

Pricing	Response
1 Can bidders quote for the current plan design only? Are bidders required to quote the dual choice program? Can it be quoted both ways? The current plan design will offer a lower rate because it has lower administration cost and doesn't have the adverse selection of a dual choice program.	Bidders are required to bid the dual choice program.
2 Is MCHCP requiring all bidders to provide rates for the multiple carrier option?	Yes, MCHCP is requiring bidders to submit pricing if only one contract is awarded (sole contractor) or if multiple contracts are award (multiple contractor). MCHCP will review all offers and then make a decision as to whether one or multiple contracts will be awarded.
3 Please confirm we should quote net of commissions.	Confirmed.

General	Response
1 Please provide the management report with network discount information.	MCHCP has provided this information on March 18 as Attachment 10, available as a reference document.
2 The plan summaries on the website indicate there is a benefit for out-of-network care but the experience seems to indicate otherwise. Can you provide a current, complete plan summary?	The benefit described on MCHCP's website, along with the Limitations and Exclusions, is the complete benefit design. MCHCP provided a revised Attachment 9 on March 8 that includes out-of-network experience.
3 The State only shows one plan, but in HighRoads, under the state plans there are two plan designs, basic and premium. Please clarify if there are currently two plans for state employees, and if so, provide the current rates for the premium plan and provide claims and enrollment broken out by the basic and premium plans for the time period provided in Attachment 9.	MCHCP currently offers one dental plan to state employees.
4 We realize you are looking for a quote on a slice business. Would you be willing to entertain a full-takeover quote?	MCHCP is requiring bidders to submit pricing if only one contract is awarded (sole contractor) or if multiple contracts are award (multiple contractor). MCHCP will review all offers and then make a decision as to whether one or multiple contracts will be awarded.
5 Should the rates for State employees and Public Entity Employees be independent of each other, or will they have the same carrier(s)?	Rates for state and public entity members could be different, as the benefit packages are different. MCHCP anticipates awarding both the state and public entity contracts to the same vendor(s).
6 Please clarify state retiree eligibility. Currently, retirees can only enroll when they retire and are not eligible for open enrollment and are not eligible to re-enroll if they terminate.	MCHCP does not anticipate making any changes to retiree eligibility for the dental program.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
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7	Can a bidder require a minimum enrollment if MCHCP selects more than one dental carrier? If a very small enrollment would go to one carrier, the cost to administer that small group would be very costly to the carrier without a minimum enrollment.	No.
8	Please provide a claim re-pricing file.	Because this will be an insured contract, MCHCP will not be providing a re-pricing file.
9	Is the public entity a closed population, or will any other entities be added in the coming year?	MCHCP is currently not marketing to new public entity groups.
10	What are the plan of benefits for all plans? Can we receive copies of the current SPDs for each plan?	The current state dental benefit is described on MCHCP's website at http://www.mchcp.org/stateMembers/dental/aboutPlan_2013.asp . The public entity benefit is described at http://www.mchcp.org/publicEntity/dental/aboutPlan_2013.asp . Please ensure to view the links on the right side of each of these pages.
11	Please confirm that the public entity plans are voluntary (employees pay all premium).	The public entity shall contribute at least fifty percent (50%) toward the employee-only dental premium per month. One hundred percent (100%) of the employees and fifty percent (50%) of dependents covered by the medical plan must participate in the dental plan. The number of members in the dental plan must meet or exceed the number in the medical plan, but the same employees do not have to be enrolled in the plans.
12	Does an officer need to sign the requested documents or can someone with binding authority?	A representative for the bidder with binding authority may sign the requested documents.

Attachment 9 - Dental Experience

Response

1	Attachment 9 only lists PPO and Premier paid amounts and nothing for out of network. Can you also verify the out-of-network benefit experience?	On March 8, MCHCP provided a revised Attachment 9 that included out-of-network claims experience.
2	Please provide claims and enrollment broken out by the basic and premium plans for the public entity plan for the time period in Attachment 9.	An updated Attachment 9 which includes this information was provided on March 18. The new attachment is named "Attachment 9 - Dental Experience (Revision 2)".

Census File

Response

1	Attachment 1 indicates there is a census file available. Will that be sent at a later date?	Access to the census files will be granted after the bidder has completed, signed and uploaded Exhibit A-2 Limited Data Use Agreement.
2	Are attachments 2, 3, 4, and 5 different censuses or are those rolled up into attachment 5?	Attachments 2-5 are all different. Attachment 2 is the MCHCP health plan enrollment, Attachment 3 is the MoDOT/MSHP health plan enrollment, and Attachment 4 is the MDC health plan enrollment. Attachment 5 is the current dental plan enrollment, and must be used in preparing the GeoAccess reports requested in Question 8.1.
3	Can we receive coverage level on attachment 4.	This information is not available.

**Missouri Consolidated Health Care Plan
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Exhibit B - Scope of Work

1	In Section B2.1, it is noted that foster parents are eligible under the plan. Are foster parents employees of the state? Should this have stated foster children rather than foster parents?	Career foster parents are eligible to join MCHCP's plans and pay the full cost of the active employee premium.
2	Section B2.2.3 states that open enrollment is to allow eligible individuals to change coverage or add eligible dependents. It the term individuals referring to eligible State employees, not individuals?	Yes.

Business Associate Agreement

Response

1	Exhibit C, Section C5.2 says that a signed BAA must be submitted with the bidder's response. The RFP checklist says that a BAA will be provided at a later date. Do we send our standard BAA with the bid or wait for you to provide your BAA? Will your BAA be provided to review, sign and submit before the bid deadline?	MCHCP, as a covered entity, requires a business associate agreement with all contractors who use or disclose protected health information on its behalf. At this time, a signed business associate agreement is not required of bidders. However, the winning bidder will be required to sign a business associate agreement upon award and subsequent negotiation of the contract.
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Plan Design

Response

1	The public entity plan design states that there is a one-year wait on major services. The current plan has a one-year wait to replace an existing prosthodontic appliance for new enrollees. Do you want to add a one-year wait to all major services?	The public entity plan design requested is as stated in the proposal.
2	The plan design for state members lists a Basic and Premium plan. Are you wanting these plans to be offered as a dual option or would MCHCP select which plan they would be offering to all State employees?	Yes, MCHCP intends to offer a dual option to state employees.
3	Is a single plan or a dual offering being requested for state employees?	MCHCP is requesting a dual offering for state employees, a basic option and a premium option.

Attachment 6 - Limitations and Exclusions

Response

1	Are these the current limitations and exclusions or is that what MCHCP wants included in our plans we quote?	As stated in Section B.3.1, Attachment 6 is the limitations and exclusions for the proposed benefit designs.
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Mandatory Contract Provisions

Response

1	Please provide clarification on 1.14 and 1.20. This contract will be fully-insured. These are typical contract provisions for a self-funded contract.	For 1.14, under 22 CSR 10-2.075, MCHCP reviews appeals regarding a member's eligibility to participate in the plan or the failure to pay premiums, or any rescission of coverage based on fraud or intentional misrepresentation of a member. MCHCP expects the winning bidder to assist in such appeals, if necessary. For 1.20, MCHCP retains ownership rights of all data developed or accumulated under the contract, as MCHCP does with its current, fully insured, dental contract.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
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2	Regarding 1.13, can the bidder reserve the right to access a reasonable negotiated fee for communication materials for copying and delivering?	A bidder must agree to retain all books, documents, papers, records and other evidence involving transactions related to the contract for seven years. Delivery and access to those records shall be at no cost to MCHCP.
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Attachment 9 (Revision 2)
Dental Experience

	State					
	Employees	Members	Dental Claims Paid - Premier Network	Dental Claims Paid - PPO Network	Dental Claims Paid - Out of Network	Paid Premium
Dec 2012	35,702	66,661	\$826,231	\$424,043	\$27,091.35	\$1,420,251
Nov 2012	35,716	66,689	\$863,180	\$417,559	\$27,066.65	\$1,420,222
Oct 2012	35,649	66,564	\$676,474	\$359,381	\$23,168.57	\$1,418,738
Sep 2012	35,596	66,556	\$634,053	\$347,738	\$25,461.47	\$1,417,801
Aug 2012	35,607	66,654	\$914,201	\$473,339	\$34,143.90	\$1,417,764
Jul 2012	35,639	66,719	\$680,023	\$345,255	\$26,789.49	\$1,419,449
Jun 2012	35,677	66,836	\$741,939	\$337,092	\$25,473.05	\$1,421,243
May 2012	35,641	66,829	\$930,399	\$476,206	\$30,178.01	\$1,419,768
Apr 2012	35,593	66,776	\$774,214	\$400,283	\$27,034.00	\$1,418,628
Mar 2012	35,552	66,724	\$998,862	\$495,199	\$38,743.99	\$1,417,009
Feb 2012	35,525	66,741	\$797,175	\$355,949	\$28,503.40	\$1,415,983
Jan 2012	35,594	66,766	\$739,529	\$351,798	\$23,811.76	\$1,414,167
Dec 2011	34,979	65,450	\$868,591	\$420,640	\$28,183.80	\$1,325,409
Nov 2011	34,949	65,438	\$735,652	\$363,208	\$27,422.86	\$1,327,575
Oct 2011	34,960	65,545	\$695,800	\$330,979	\$33,097.77	\$1,327,507
Sep 2011	34,831	65,307	\$806,170	\$365,787	\$32,745.39	\$1,325,729
Aug 2011	34,893	65,428	\$725,037	\$320,778	\$33,445.50	\$1,325,128
Jul 2011	34,935	65,525	\$698,661	\$301,400	\$26,469.40	\$1,326,481
Jun 2011	34,956	65,551	\$890,467	\$413,699	\$31,906.47	\$1,329,782
May 2011	35,023	65,690	\$791,965	\$349,968	\$30,800.90	\$1,330,467
Apr 2011	35,086	65,817	\$758,336	\$329,634	\$31,944.35	\$1,332,493
Mar 2011	35,028	65,751	\$1,034,177	\$455,817	\$48,029.30	\$1,332,782
Feb 2011	35,067	65,846	\$730,074	\$261,368	\$27,998.50	\$1,332,917
Jan 2011	34,987	65,600	\$934,043	\$143,519	\$30,059.74	\$1,328,581
Dec 2010	35,572	66,727	\$1,256,689	\$0	\$37,859.60	\$1,406,642
Nov 2010	35,602	66,808	\$1,174,257	\$0	\$36,700.10	\$1,409,215
Oct 2010	35,626	66,945	\$1,042,496	\$0	\$24,725.40	\$1,411,966
Sep 2010	35,715	67,116	\$1,276,695	\$0	\$40,654.44	\$1,416,265
Aug 2010	35,715	67,153	\$1,118,632	\$0	\$32,852.36	\$1,413,717
Jul 2010	35,758	67,241	\$1,256,417	\$0	\$44,197.05	\$1,418,190
Jun 2010	35,893	67,565	\$1,031,519	\$0	\$34,026.20	\$1,423,380
May 2010	36,002	67,865	\$1,120,267	\$0	\$41,040.50	\$1,428,716
Apr 2010	36,054	67,921	\$1,486,694	\$0	\$51,698.62	\$1,431,406
Mar 2010	35,946	67,674	\$1,279,660	\$0	\$43,074.95	\$1,428,791
Feb 2010	36,060	67,794	\$1,207,037	\$0	\$40,843.90	\$1,431,723
Jan 2010	36,046	67,837	\$1,004,287	\$0	\$29,513.70	\$1,429,845
Dec 2009	33,703	62,175	\$1,075,997	\$0	\$34,253.13	\$1,312,501
Nov 2009	33,709	62,212	\$1,008,077	\$0	\$35,182.84	\$1,313,570
Oct 2009	33,752	62,338	\$1,180,037	\$0	\$37,968.30	\$1,316,342
Sep 2009	33,692	62,230	\$929,365	\$0	\$28,955.90	\$1,314,594
Aug 2009	33,694	62,276	\$1,011,910	\$0	\$31,171.10	\$1,313,528
Jul 2009	33,676	62,253	\$1,179,265	\$0	\$42,131.98	\$1,314,342
Jun 2009	33,825	62,508	\$954,481	\$0	\$33,404.20	\$1,319,442
May 2009	33,816	62,526	\$1,030,164	\$0	\$31,402.20	\$1,318,560
Apr 2009	33,785	62,351	\$1,287,455	\$0	\$39,826.10	\$1,316,114
Mar 2009	33,719	62,265	\$1,134,310	\$0	\$38,209.30	\$1,315,166
Feb 2009	33,502	61,643	\$1,015,256	\$0	\$29,408.00	\$1,309,059
Jan 2009	33,385	61,380	\$1,010,480	\$0	\$41,910.30	\$1,300,480

Attachment 9 (Revision 2)
Dental Experience

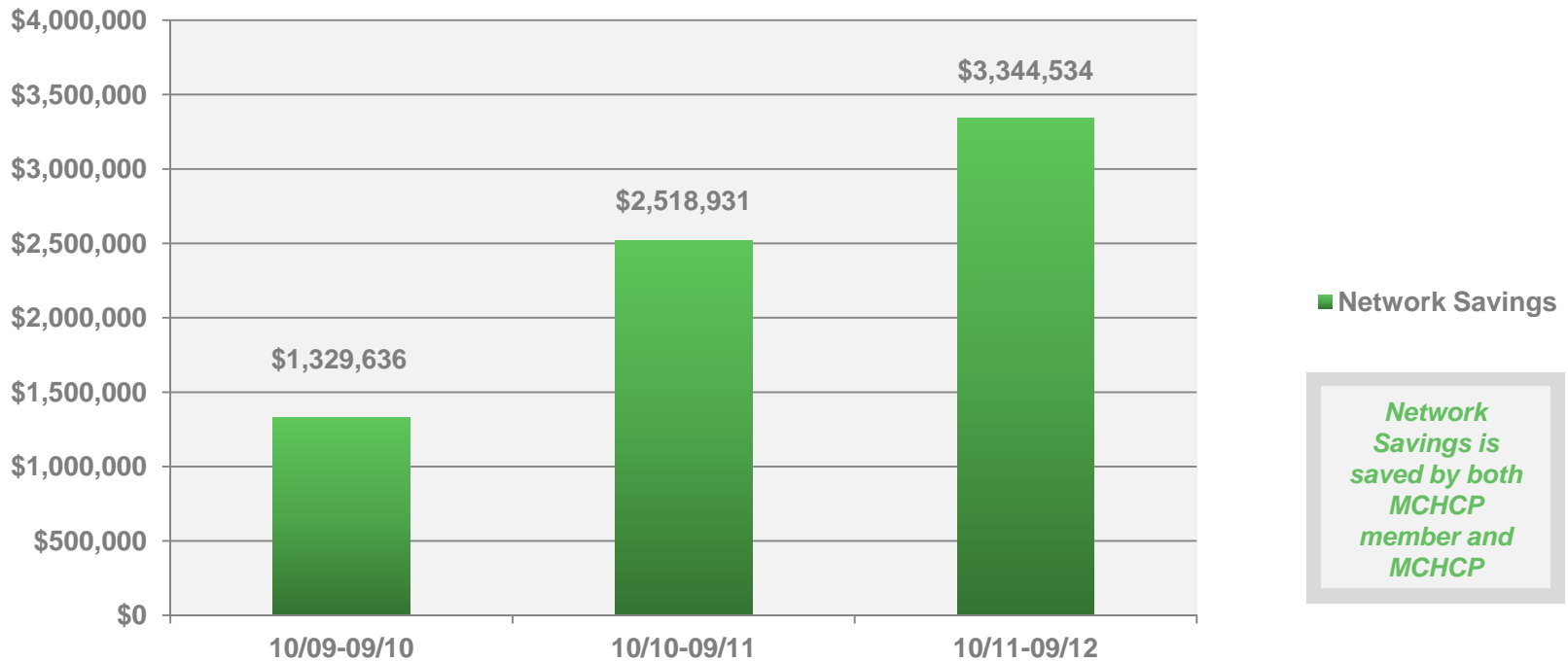
Public Entity - Basic Option						
	Employees	Members	Dental Claims Paid - Premier Network	Dental Claims Paid - PPO Network	Dental Claims Paid - Out of Network	Paid Premium
Dec 2012	113	184	\$2,540.00	\$2,138.40	\$0.00	\$5,112.00
Nov 2012	112	183	\$2,664.50	\$1,080.20	\$0.00	\$5,083.32
Oct 2012	112	183	\$2,113.10	\$1,989.80	\$0.00	\$5,054.64
Sep 2012	111	181	\$1,452.00	\$1,224.40	\$0.00	\$5,083.32
Aug 2012	111	181	\$1,019.80	\$2,501.80	\$0.00	\$5,108.99
Jul 2012	110	177	\$2,046.20	\$1,284.00	\$0.00	\$4,909.69
Jun 2012	110	177	\$1,830.60	\$1,612.50	\$0.00	\$4,909.69
May 2012	112	176	\$3,149.80	\$1,214.80	\$77.00	\$4,965.56
Apr 2012	111	175	\$1,886.60	\$1,114.80	\$0.00	\$4,908.20
Mar 2012	114	180	\$5,143.60	\$1,954.10	\$0.00	\$5,051.64
Feb 2012	116	184	\$1,615.60	\$1,547.50	\$0.00	\$5,059.94
Jan 2012	116	184	\$1,107.00	\$1,892.60	\$0.00	\$5,142.77
Dec 2011	142	215	\$2,255.20	\$3,752.20	\$0.00	\$5,823.61
Nov 2011	143	216	\$2,616.00	\$2,353.40	\$1,055.60	\$5,796.54
Oct 2011	144	221	\$1,978.70	\$1,157.60	\$60.40	\$5,933.28
Sep 2011	140	216	\$2,290.20	\$1,346.40	\$86.00	\$5,852.07
Aug 2011	144	220	\$3,584.80	\$822.00	\$0.00	\$5,906.21
Jul 2011	143	219	\$2,054.60	\$849.40	\$0.00	\$5,879.14
Jun 2011	144	220	\$2,446.00	\$1,686.20	\$94.00	\$5,905.67
May 2011	144	220	\$3,282.40	\$597.10	\$0.00	\$5,905.67
Apr 2011	147	224	\$3,298.10	\$1,265.60	\$77.00	\$6,122.23
Mar 2011	147	223	\$4,035.50	\$1,590.00	\$38.00	\$5,911.31
Feb 2011	148	224	\$4,365.60	\$3,436.90	\$0.00	\$6,073.73
Jan 2011	145	221	\$3,604.30	\$283.20	\$0.00	\$5,992.52
Dec 2010	165	240	\$2,795.60	\$0.00	\$0.00	\$6,318.39
Nov 2010	163	238	\$5,007.60	\$0.00	\$298.00	\$6,318.39
Oct 2010	167	244	\$3,746.30	\$0.00	\$60.00	\$6,344.70
Sep 2010	167	246	\$5,398.20	\$0.00	\$628.00	\$6,553.71
Aug 2010	165	245	\$4,670.30	\$0.00	\$0.00	\$6,500.59
Jul 2010	165	249	\$3,645.30	\$0.00	\$95.00	\$6,528.26
Jun 2010	168	256	\$5,968.00	\$0.00	\$0.00	\$6,789.89
May 2010	169	257	\$6,028.00	\$0.00	\$214.00	\$6,816.19
Apr 2010	170	259	\$6,107.90	\$0.00	\$99.00	\$6,922.76
Mar 2010	172	261	\$6,678.20	\$0.00	\$139.00	\$6,949.06
Feb 2010	169	264	\$6,254.40	\$0.00	\$189.00	\$6,870.16
Jan 2010	172	268	\$3,950.70	\$0.00	\$0.00	\$7,029.35
Dec 2009	142	217	\$5,560.90	\$0.00	\$0.00	\$5,496.53
Nov 2009	142	218	\$4,382.20	\$0.00	\$180.00	\$5,595.88
Oct 2009	145	224	\$5,254.20	\$0.00	\$0.00	\$5,695.23
Sep 2009	146	223	\$2,786.60	\$0.00	\$501.80	\$5,642.88
Aug 2009	143	220	\$6,517.10	\$0.00	\$234.00	\$5,566.35
Jul 2009	144	220	\$3,365.10	\$0.00	\$371.00	\$5,591.86
Jun 2009	145	223	\$2,437.00	\$0.00	\$0.00	\$5,411.96
May 2009	144	216	\$5,541.40	\$0.00	\$193.00	\$5,489.51
Apr 2009	146	218	\$4,523.40	\$0.00	\$0.00	\$5,540.53
Mar 2009	148	220	\$5,658.20	\$0.00	\$0.00	\$5,591.55
Feb 2009	148	216	\$4,804.70	\$0.00	\$518.00	\$5,517.71
Jan 2009	147	215	\$7,508.20	\$0.00	\$80.00	\$5,465.36

Attachment 9 (Revision 2)
Dental Experience

	Public Entity - High Option					
	Employees	Members	Dental Claims Paid - Premier Network	Dental Claims Paid - PPO Network	Dental Claims Paid - Out of Network	Paid Premium
Dec 2012	305	441	\$1,712.00	\$4,977.31	\$286.00	\$12,572.77
Nov 2012	308	446	\$4,980.20	\$4,289.00	\$476.60	\$12,808.09
Oct 2012	309	445	\$4,628.60	\$2,528.90	\$1,388.40	\$12,951.49
Sep 2012	308	443	\$4,501.20	\$3,817.90	\$68.00	\$12,881.11
Aug 2012	312	451	\$5,239.30	\$3,953.30	\$331.00	\$13,046.03
Jul 2012	314	454	\$2,183.80	\$3,885.60	\$224.00	\$13,017.35
Jun 2012	310	447	\$5,858.70	\$3,160.40	\$0.00	\$13,012.81
May 2012	312	450	\$3,278.60	\$2,847.40	\$493.00	\$13,070.17
Apr 2012	313	449	\$6,298.00	\$3,629.80	\$93.60	\$13,057.15
Mar 2012	316	456	\$4,905.80	\$2,860.20	\$116.82	\$13,164.66
Feb 2012	315	453	\$2,740.40	\$2,356.50	\$659.00	\$12,991.01
Jan 2012	316	450	\$2,682.60	\$4,541.30	\$212.00	\$13,153.01
Dec 2011	314	448	\$5,606.30	\$3,168.70	\$1,275.09	\$12,498.69
Nov 2011	313	453	\$8,307.40	\$3,029.50	\$536.50	\$12,565.08
Oct 2011	315	456	\$3,172.10	\$3,423.30	\$0.00	\$12,564.92
Sep 2011	310	453	\$5,034.60	\$5,006.40	\$492.09	\$12,571.82
Aug 2011	308	451	\$7,205.40	\$2,589.00	\$102.00	\$12,462.46
Jul 2011	307	453	\$4,382.10	\$1,810.90	\$282.00	\$12,491.15
Jun 2011	305	447	\$3,839.40	\$4,219.80	\$100.00	\$12,048.35
May 2011	304	449	\$5,397.70	\$3,859.00	\$185.00	\$12,343.55
Apr 2011	305	447	\$6,174.50	\$1,075.40	\$38.00	\$12,370.62
Mar 2011	311	453	\$9,013.30	\$2,524.80	\$135.00	\$12,552.13
Feb 2011	314	458	\$5,927.00	\$3,945.20	\$380.40	\$12,722.53
Jan 2011	313	456	\$6,532.10	\$460.60	\$331.40	\$12,649.30
Dec 2010	403	583	\$13,486.70	\$0.00	\$2,004.40	\$15,658.77
Nov 2010	408	588	\$11,504.70	\$0.00	\$332.00	\$15,765.03
Oct 2010	410	592	\$10,676.10	\$0.00	\$776.00	\$16,028.06
Sep 2010	404	587	\$11,555.00	\$0.00	\$173.40	\$15,806.27
Aug 2010	408	588	\$13,981.70	\$0.00	\$128.00	\$15,919.25
Jul 2010	413	595	\$10,727.22	\$0.00	\$441.80	\$16,247.31
Jun 2010	433	624	\$13,956.70	\$0.00	\$528.00	\$16,911.67
May 2010	437	630	\$12,639.80	\$0.00	\$435.20	\$17,177.86
Apr 2010	440	634	\$19,395.23	\$0.00	\$789.20	\$17,287.74
Mar 2010	439	634	\$16,632.10	\$0.00	\$94.00	\$16,991.62
Feb 2010	444	641	\$14,062.62	\$0.00	\$258.60	\$16,896.35
Jan 2010	450	647	\$17,606.70	\$0.00	\$0.00	\$17,459.53
Dec 2009	459	637	\$14,870.00	\$0.00	\$113.00	\$16,913.83
Nov 2009	456	630	\$14,265.17	\$0.00	\$717.80	\$16,604.39
Oct 2009	444	614	\$15,168.90	\$0.00	\$823.50	\$16,127.64
Sep 2009	442	614	\$12,687.80	\$0.00	\$252.00	\$16,057.12
Aug 2009	439	617	\$12,157.65	\$0.00	\$822.60	\$19,413.98
Jul 2009	435	617	\$13,549.85	\$0.00	\$286.00	\$12,761.41
Jun 2009	432	617	\$12,813.10	\$0.00	\$295.20	\$16,013.23
May 2009	426	611	\$10,982.70	\$0.00	\$110.00	\$15,910.68
Apr 2009	429	610	\$17,671.35	\$0.00	\$574.40	\$15,797.08
Mar 2009	431	612	\$16,069.60	\$0.00	\$667.00	\$16,001.16
Feb 2009	440	625	\$15,804.60	\$0.00	\$190.00	\$16,267.82
Jan 2009	431	605	\$15,509.70	\$0.00	\$263.00	\$15,898.95

MCHCP Network Savings 10/01/2009 – 09/30/2012

Network Savings



Network Savings – Delta Dental PPO, Delta Dental Premier and Non-billable Savings

**Missouri Consolidated Health Care Plan
Responses to Vendor Question
2014 Dental RFP
March 19, 2013**

These responses are provided by MCHCP to an additional question received from a potential bidder for the 2014 Dental RFP.

Plan Design

Response

1	Do you want a one-year wait on ALL major services on the public entity plan designs? The current plan does not have this. Your answer did not specify the exact answer to this question. Please clarify	MCHCP is requesting the plan design as stated in the RFP which includes a 12-month waiting period for major services. Bidders may offer additional services and/or options as part of the plan design.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2014 Dental RFP
March 20, 2013**

These responses are provided by MCHCP to additional questions received from potential bidders for the 2014 Dental RFP.

	Pricing	Response
1	Would MCHCP entertain a proposal that offers different dental rates for the eight regions in Missouri as defined by MCHCP? This would allow us to put forth our most competitive proposal on a multiple carrier basis by accounting for the regional pricing disparities that we find in different regions in Missouri.	No, bidders must propose a nationwide rate.

	Plan Design	
1	The current Public Entity plan design has a low and high option. Each public entity selects one of these plan designs to offer to all of their employees. It is not a dual choice plan design. Is this what you are asking for OR are you asking for these two plan designs to be a dual-choice program for 2014.	A public entity will be able to select only one of the two plan designs for 2014.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2014 Dental RFP
March 21, 2013**

These responses are provided by MCHCP to additional questions received from potential bidders for the 2014 Dental RFP.

General	Response
1 Are we allowed to upload an attachment that further explains a response we provided in the questionnaire?	Bidders may upload additional documents that have not been requested by MCHCP but there are no guarantees that they will be read.

Hold Harmless Agreement	
1 Does the Hold Harmless Agreement have to be completed and signed when submitting a proposal, or just reviewed?	The Hold Harmless Agreement must be completed, signed and uploaded prior to the proposal deadline of March 29, 2013.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2014 Dental RFP
March 22, 2013**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2014 Dental RFP.

Questionnaire	Response
1 Regarding Question 5.27, could you please provide guidance on the items you want included in the Reliability Metrics document?	Reliability metrics provide quantitative measurement of the availability of data related services, specifically customer website and data transfer availability or any other services related to business functions (as agreed upon). A good example of such a metric is the percentage of "uptime", or some meaningful derivative along those lines.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2014 Dental RFP
March 28, 2013**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2014 Dental RFP.

Questionnaire

Response

1	We understand that State employees have one dental plan with Delta Dental and the Public Entity employees have a low/high Delta offering today. We assume we should be matching that offering. However, within the online system under the State Employee's plan, it asks for low/high plan rates. Is it acceptable that we put in only one set of rates matching what they have today?	No, MCHCP is considering a dual-offering for State members in 2014. Bidders must provide both the Basic and Premium Plan rates.
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