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**August 13, 2013**

**TO: Invited Vendors**

**FROM: Judith Muck, Executive Director**

**RE: Employee Health Clinic Request for Proposal**

Missouri Consolidated Health Care Plan (MCHCP) will be working with HighRoads, an online request for proposal (RFP) system, in the marketing of the 2014 Employee Health Clinic RFP. 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 provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering nearly 97,000 members (lives). Bids are requested for a company to operate an onsite employee medical clinic in the Jefferson City Capitol complex. The clinic is intended to provide access to quality, affordable health care in a cost-efficient setting. 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.

**Minimum Bidder Requirements**

To be considered for contract award, bidders must meet the following minimum requirements. (Please note additional minimum bidder requirements may be included in the RFP).

- **Licensing** - The bidder must be properly licensed and duly authorized to conduct business in Missouri. 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.
- **Size and Experience** - The bidder must currently provide onsite employee health clinic services to employers that have at least 60,000 employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- **Electronic Medical Record (EMR) Functionality** - The bidder must have EMR functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- **Electronic Appointment System** - The bidder must have an electronic appointment system as part of its technology solution that allows clinic participants to wait in place at office or desk until an auto-reminder of the appointment time is sent electronically. The auto-reminder system must have other functionality than reminders via e-mail. The appointment system must also include the capability of generating parking passes for near-sight participants to allow them to utilize dedicated parking spaces for the length of appointment. The system must not issue more parking passes than parking spaces dedicated or issue parking passes for overlapping windows of time.
- **Technology** - The bidder must have the ability to use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy to use format with a patient portal feature for patients to directly access their blood work, tests, etc.

- Evidence-based Medicine – The bidder must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality, and patient safety.
- HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA– The bidder must have proven diligence and compliance with HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA.
- Indemnification – *information on this minimum bidder requirement will be provided with the RFP.*
- Data Feeds - Bidders shall agree to provide a regular data file to MCHCP’s designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide encounter data to MCHCP’s designated data vendor for all participants. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Case, Health, and Disease Management Promotion and Referrals – The bidder must have clinic professionals with a willingness to work well with MCHCP and MCHCP vendor partners to increase clinic encounter volume, health coaching participation, and disease management participation.
- Lease Agreement - The bidder shall agree to lease the space located on the fourth (4<sup>th</sup>) floor of the Truman Building and shall operate a health clinic in the leased space from the Office of Administration, Division of Facilities Management, Design and Construction in accordance with the provisions outlined in the lease agreement to be provided with the RFP.
- 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 September 6, 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 on August 20, 2013, bidders who are interested in submitting a proposal should complete and upload the Intent to Bid (available as a response document within the HighRoads system). The Intent to Bid should be submitted by 4 p.m. CT (5 p.m. ET), Friday, August 23, 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**

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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**

The RFP timeline is provided below. There will be no pre-bid conference.

Online RFP Released	Tuesday, August 20, 2013 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Date – uploaded as a response document within online event	Friday, August 23, 2013 4 p.m. CT (5 p.m. ET)
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Initial Pricing Bid Date	Wednesday, September 4, 2013 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due – Proposal Deadline	Friday, September 6, 2013 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits, if necessary	September, 2013
Final Vendor Selection/Contract Award	September, 2013
Clinic Open Date	No later than February 1, 2014

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

We look forward to working with you throughout this process.



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We look forward to working with you throughout this process.

### **INTRODUCTION**

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering nearly 97,000 members (lives).

This document constitutes a request for sealed proposals from qualified organizations to provide an onsite employee health clinic to State of Missouri employees working in and around the Capitol complex. Approximately 7,000 employees work in the immediate area near the clinic location.

### **MCHCP's Contracting Intentions:**

- The purpose of this RFP is to select a company to operate an onsite employee medical clinic in the Jefferson City Capitol complex. The clinic is intended to provide access to quality, affordable health care in a cost-efficient setting.
- Any contract awarded from this RFP will be effective when signed by both parties. MCHCP intends for employees to be able to begin seeking services from the clinic as soon as possible, but no later than February 1, 2014.
- MCHCP reserves the right to reject any or all proposals, or to make a partial award.
- MCHCP reserves the right to select only some of the services proposed by the bidder and to add others that are included in the proposal at a later date.

### **Minimum Bidder Requirements**

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- HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA– The bidder must have proven diligence and compliance with HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA.
- Indemnification – Refer to the Scope of Work, Exhibit B, Section B3 for specific requirements.
- Data Feeds - Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide encounter data to MCHCP's designated data vendor for all participants. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
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- Lease Agreement - The bidder shall agree to lease the space located on the fourth (4<sup>th</sup>) floor of the Truman Building from the Office of Administration, Division of Facilities Management, Design and Construction and shall operate a health clinic in the leased space in accordance with the provisions outlined in the lease agreement included as Attachment 2. Additional information on this requirement can be found in Exhibit B, Section B4.
- 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 September 6, 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.

### Program Specifications

Bids are requested for the services outlined in Exhibit B – Scope of Work, and include an onsite employee health clinic, participation in promotional events, marketing of MCHCP's wellness initiatives, account management, and regular reporting.



## 2014 Employee Health Clinic RFP – Introduction and Instructions

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### Background Information

- MCHCP 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. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- Current number of employees at each building in and around the Capitol complex is as follows, though employees at other state office buildings throughout the central Missouri area may also use the onsite clinic:

GOV MANSION	100 MADISON ST	3.00
NEW HLTH LAB	101 N. CHESTNUT	107.00
LEWIS AND CLARK	1101 RIVERSIDE DRIVE	365.00
FEED/SEED LAB-	115 CONSITUTION DR	14.00
DNR	135 N. CHESTNUT	7.00
G.WASH CARVER	1616 MISSOURI BLVD	115.00
PETRO LAB-	1620 MISSOURI BLVD	9.00
MAIN & PROJ-	1635 INDUSTRIAL DR	7.00
ACQ FAC SHOP-	1641-1643 INDUSTRIAL DR	6.00
ROBERTS MENTAL HLTH BLDG	1706 E ELM	272.00
CAPITOL-	201 W CAPITOL AVE	573.00
JEFF ST OFC BLDG-	205 JEFFERSON ST	745.00
SUPREME CT BLDG-	207 W HIGH	94.00
BROADWAY BUILDING-	221 W HIGH ST	334.00
ESP/DEQ LAB	2710 W MAIN	82.00
TRUMAN BLDG-	301 W HIGH ST	2,481.00
ENVIRONMENTAL CONTROL CTR	308 W MAIN	15.00
DOLIR BLDG	3315 W TRUMAN BLVD	138.00
PROF REG	3605 MISSOURI BLVD	244.00
DOLIR	421 E. DUNKLIN STREET	663.00
ST INFO CTR-	600 W MAIN	235.00
HOWERTON BLDG-	615 HOWERTON CT	

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		422.00
WHSE	620 ADAMS STREET	11.00
SIMPSON BLDG-	705 MISSOURI BLVD	11.00
SIMPSON BLDG-	709 MISSOURI BLVD	6.00
	Total	6,959.00

- MCHCP and the State of Missouri have allocated space within the Truman State Office Building located at 301 W. High St. in Jefferson City, MO. A layout of the available space for the onsite clinic is provided as Attachment 1. It is anticipated that construction will begin October 1, 2013 for a clinic opening of no later than February 1, 2014.

### **Assumptions and Considerations**

Please submit your proposal using the HighRoads online submission tool no later than **Friday, September 6, 2013, 4 p.m. CT (5 p.m. ET)**. Pricing must be submitted on Exhibit A-2.

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

***Do not contact MCHCP directly regarding this RFP. Questions about the technical procedures for participating in this online RFP process must be addressed to HighRoads. Any questions concerning the content of the RFP must 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 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 December 1, 2013. If a contract is awarded, the cost proposal 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.

<b>Activity</b>	<b>Timing</b>
Online RFP Released	Tuesday, August 20, 2013 8 a.m. CT (9 a.m. ET)
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Finalist Interviews/Site Visits (if necessary)	September, 2013
Final Vendor Selection	September, 2013
Program Effective Date	Upon signature

**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 **Monday, August 26, 2013, 4 p.m. CT (5 p.m. ET)**. Questions received after August 26, 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 intending to bid. 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 **Wednesday, August 28, 2013**.

Bidders or their representatives may not contact other MCHCP employees (other than those specifically listed in this RFP) 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 cost proposals must be submitted no later than **4 p.m. CT (5 p.m. ET), Friday, September 6, 2013**.

**DISCLAIMERS**

MCHCP will not be liable under any circumstances for any expenses incurred by the bidder or 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 bidders 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 will maintain 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

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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.

An award 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 reject all offers.

Subject to review and follow up action by the board of trustees, negotiations must be finalized no later than three (3) working days prior to the board meeting where awards are expected to be made (this is expected to be September, 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(s) 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**

Vendor Profile	80 points
Clinic Administration	35 points
Clinic Management	100 points
Quality Assurance	60 points
Program Integration	25 points
Communication Support	35 points
Outcomes Measurement and Reporting	45 points
Implementation and Account Management	40 points
Technology and Security	100 points
Performance Guarantees	<u>80 points</u> 600 points
Financial Proposal	<u>400 points</u> 1,000 points

**Bonus Points:**

Finalist Interview and/or Site Visit	100 points
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MCHCP will limit the number of finalists to the greater of two or all bidders receiving 85 percent of the non-financial points available (510 of 600 points).

**PRICING**

The bidder must provide firm, fixed costs for providing services as described in this RFP.

Proposals shall include a fixed cost for program year January 1, 2014 – December 31, 2014, with guaranteed not-to-exceed maximum costs for program years beginning January 1 of 2015 and January 1 of 2016. Costs for program years beginning January 1, 2017 and 2018 will be negotiated. Any cost data submitted or related to the bidder's proposal including any cost data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.

In determining cost points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed costs for Years 2 and 3 of the contract. The contractor shall understand that annual renewal costs for subsequent years of the contract will be negotiated, but must be within the not-to-exceed costs submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees.

**CLINIC PLAN DESIGN**

The clinic plan design included with this RFP is for sample purposes only. MCHCP reserves the right to modify the clinic plan design to meet its needs, in consultation with the contractor.

**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 reserves the right to interview the proposed account

## **2014 Employee Health Clinic RFP – Introduction and Instructions**

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management, implementation, and/or clinical teams. MCHCP may ask additional questions and/or conduct a site visit.

### **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 this 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(s) of a contract(s) 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 (4) additional one-year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed costs for Years 2 through 5 shall be submitted to MCHCP prior to May 15 of the next program year and shall not exceed the allowed not-to-exceed maximum.

### **USING HIGHROADS**

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

#### 1) Items Requiring a Response:

- a) Questionnaires (e.g., Health Clinic Questionnaire) are online forms to collect your responses to our questions about your capabilities.

## **2014 Employee Health Clinic RFP – Introduction and Instructions**

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- b) Response Documents (e.g., Exhibit A-1 Intent to Bid) are attachment files (e.g., MS Word or Excel) that are posted to the HighRoads website. 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 Employee Health Clinic 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](mailto:support@highroads.com)

### **RESPONDING TO QUESTIONNAIRES**

We have posted two forms for your response that are required for all bidders:

- Health Clinic Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to HighRoads by **Friday, September 6, 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, 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 EXHIBIT A-2 COST PROPOSAL WORKSHEETS**

The financial worksheet (Exhibit A-2 Health Clinic Pricing Worksheet) may be accessed in *Items Requiring a Response*. The spreadsheet contains worksheets to collect fee quotations based on the current clinic design. Please be certain to complete all worksheets. This document is due on the final bid deadline of Friday, September 6, 2013, 4 p.m. CT (5 p.m. ET).



## 2014 Employee Health Clinic RFP – Introduction and Instructions

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### NOTES REGARDING PRICING

Quotes should assume:

- Clinic open date: January 1, 2014 and no later than February 1, 2014
- Submitted costs for CY2014 shall be firm, while costs for CY2015 and CY2016 shall be submitted as “not-to-exceed” amounts. Allowed costs for CY2017 and CY2018 will be negotiated.
- Proposed costs are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed cost proposal worksheet instructions.
- Annual renewals are solely at the option of MCHCP. Renewal costs are due by May 15 of each year and are subject to negotiation.

### RFP CHECKLIST

Prior to the September 6, 2013 close date, be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	Health Clinic Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.doc <b>Respond by: Friday, August 23, 2013</b>
Response	Exhibit A-2 Health Clinic Pricing Worksheet.xlsx
Response	Exhibit A-3 Proposed Bidder Modifications.doc
Response	Exhibit A-4 Confirmation Document.doc
Response	Exhibit A-5 Contractor Certification ( <i>to be provided at a later date</i> )
Response	Exhibit A-6 Business Associate Agreement ( <i>to be provided at a later date</i> )
Reference	Introduction and Instructions – 2014 MCHCP Employee Health Clinic RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.doc
Reference	Attachment 1 – Clinic layout.pdf
Reference	Attachment 2 – State Owned Lease-Health Clinic Truman.pdf

### 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 **Monday, August 26, 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.

EXHIBIT B  
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide employee health clinic services for state employees situated in Jefferson City, MO state office buildings primarily surrounding the Capitol complex in accordance with the provisions and requirements of this document. 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 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 is obligated to follow the performance standards as agreed to in Section 12 of the Health Clinic Questionnaire.

B2. SPECIFIC REQUIREMENTS – The contractor shall:

- B2.1 Provide an onsite employee health clinic for state employees working in and around the Capitol complex in Jefferson City, MO. The clinic will be located in the Truman State Office Building, located at 301 W. High St, Jefferson City, MO.
- B2.2 Be responsible for selection, hiring, and oversight of staff required to meet the desired level and scope of services.
- B2.3 Be responsible for proper hiring and selection of necessary subcontractors or vendors to execute medical services not provided by the contractor.
- B2.4 Be responsible for the day-to-day operations of the onsite clinic during the life of the contract. Contractor agrees that general hours of operation will be Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding State holidays.
- B2.5 Provide all medical supplies and equipment required for operation of the on-site clinic.
- B2.6 Provide access to CLIA waived lab and other routine diagnostic services.
- B2.7 Participate in planning of promotional and educational events with MCHCP. This includes coordinating events or information to address on-site health trends or topical health-related issues. The contractor shall work with MCHCP's wellness program to promote, market and assist in coordinating MCHCP's wellness initiatives including but not limited to MCHCP's worksite wellness program, "*Strive for Wellness*", such as health screenings, fitness challenges, weight management programs, prevention awareness activities, disease management activities, tobacco cessation services, etc.

- B2.8 Collaborate with MCHCP and MCHCP vendor partners to refer and promote case, health, and disease management services and participation.
- B2.9 Provide electronic medical record functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- B2.10 Maintain an electronic appointment system as part of its technology solution. The appointment system will log and report on cancelled appointments, changes to appointments and length of appointments. The system will also accommodate and track walk-in requests.
- B2.11 Provide a designated account manager to MCHCP.
- B2.12 Conduct clinic member satisfaction surveys annually and share those results with MCHCP.
- B2.13 Provide monthly, quarterly and annual reporting regarding utilization of the clinic.

### B3. INDEMNIFICATION AND INSURANCE

- B3.1 The contractor indemnifies, defends and holds MCHCP and the State of Missouri, its directors, officers, agents, and employees harmless against any and all claims, actions, or demands against MCHCP and the State of Missouri, its directors, officers, agents, and employees, and against any and all damages, liabilities, or expenses, including attorneys fees, arising out of negligent acts or omissions of Contractor under this Agreement.
- B3.2 Neither party shall be liable to the other for incidental, special, exemplary, punitive or consequential damages, including, but not limited to, loss of profits or revenue, interference with business operations, of loss of tenants, lenders, investors or buyer or the liability to use the property as a result of any failures under this agreement.
- B3.3 The contractor shall at its sole expense carry the following insurance policies acceptable to MCHCP as follows:
  - Medical Professional Liability Coverage with a minimum of \$5 million per occurrence and \$10 million aggregate;
  - Workers' Compensation – statutory;
  - Commercial General Liability Insurance (including Products, Contractual, and Advertising Liability) with minimum \$3 million per occurrence combined single limit of liability;
  - Pollution Legal Liability Insurance with minimum \$3 million combined single limit per occurrence covering the sudden or gradual discharge, release or escape of pollutants or hazardous materials;
  - Errors and Omissions with minimum of \$3 million per occurrence combined single limit of liability.
  - The vendor may include an umbrella/excess liability policy to meet the minimum limits.

Each policy shall be submitted to MCHCP and (except worker's Compensation) shall be in such form as to protect the contractor, MCHCP and the State of Missouri, its directors, officers, and the agents and employees of MCHCP and the State of Missouri from any claims or damages for personal injury, including death and damage to property

which may arise from acts of omissions of Seller under this Agreement. MCHCP and the State of Missouri shall be named as additional insureds. The insurance policies shall not limit the vendor's obligation to meet its indemnity obligations. Each insurer shall possess at least a Best's rating of A. The vendor shall provide MCHCP and the State of Missouri a certificate of insurance. The vendor's failure to maintain all coverage shall be considered a material breach.

#### B4. LEASE REQUIREMENTS

B4.1 The contractor shall lease space from the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the state agency), at the Harry S Truman State Office Building in accordance with the provisions and requirements stated herein and shall operate a health clinic in the leased space. The format of such lease is attached hereto as Attachment 2.

#### B5. CLINIC STAFFING

B5.1 Key Personnel – Contractor shall provide clinic staffing to perform the activities called for in this RFP including but not limited to:

B5.1.1 Collaborative Physician (MD) to provide collaborative support and supervision

B5.1.2 Advanced Practice Registered Nurse (APRN) to diagnose, treat and prescribe under the supervisory physician

B5.1.3 Registered Nurse (RN), Licensed Practical Nurse (LPN) or Physician Assistant (PA) who directs, initiates, and implements patient care plans and provides nursing care and on-site services

B5.1.4 Medical Assistant (MA) to provide basic administration, gather information from patients, and draw and collect blood samples

B5.1.5 Clerical staff to serve as receptionist and for general office work and assistance, etc.

B5.2 The contractor must assure that all tasks are conducted by the appropriate person (for example, all Central reviews must be conducted by a licensed APRN, RN, LPN, PA, MD, or DO).

B5.3 The contractor must provide staff qualified/licensed in the State of Missouri in the areas of the scope of work.

B5.4 Staff Replacement

B5.4.1 Bidders must propose a detailed approach to staff replacement to be used during the contract.

B5.4.2 Personnel whose names and resumes are submitted in the proposal shall not be removed from or replaced in this contract prior to informing MCHCP.

#### B6. CLINIC SERVICES

B6.1 Services and conditions to be treated shall include but not be limited to:

- Sore throats/ears/headache

- Strains/sprains/musculoskeletal problems
- Non-specific abdominal pain
- Non-specific chest pain
- Cough
- Sinus conditions
- Allergies/allergy injections
- Hormone injections
- Immunizations
- Biometric screenings
- Flu shots
- Rashes
- Acute urinary complaints
- Personal hygiene related problems
- Acute injuries/acute routine office procedures
- Emergency First-Response for worksite injuries
- Minor surgical procedures, such as sutures for laceration treatment
- Ordinary and routine care of the nature of a visit to the doctor's office
- Pre-employment physicals
- Pre-employment drug testing
- Treatment and monitoring of diabetes and hypertension
- CLIA waived lab

B6.2 In future years, MCHCP is open to considering additional areas that would generate efficiencies and cost savings. Examples of such services may include but is not limited to worker's compensation services and pharmacy.

**B7. COMMUNICATIONS AND CUSTOMER SUPPORT – The contractor shall:**

B7.1 Provide a toll-free call center staffed by qualified professionals that allows members to schedule an appointment, communicate with clinical staff about labs results, follow up, ask simple medical questions, etc. Any use of automated phone trees must be brief. The call center must:

B7.1.1 Be a dedicated toll-free call center phone number and customized greeting for MCHCP.

B7.1.2 Have translation services available for Spanish and other languages. Translation service should be available immediately and not require an additional phone call by the member.

B7.1.3 Equip staff with other MCHCP phone numbers and information to refer members to proper resources such as MCHCP's medical plans, lifestyle coaching program, disease management programs and employee assistance program when appropriate.

B7.1.4 Equip staff with other MCHCP vendor phone numbers to refer members for additional benefits, etc.

B7.1.5 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.

B7.1.6 Provide toll-free call center hours as negotiated during implementation but at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. CT.

B7.1.7 Provide a dedicated voice mailbox for participants; messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.

B7.2 Provide a web-based registration system whereby members may schedule an appointment. The web-based appointment system will send auto-reminders when appointment time is approaching so clinic participants may wait in place.

B7.3 Provide an appointment system that includes the capability to print parking passes for a specified amount of time before and after an appointment time that may be placed in clinic visitor's windshield for the length of the appointment.

B7.4 Develop and circulate communication materials to employees about the employee health clinic. Communications will be prepared in collaboration with MCHCP and must be reviewed and approved by MCHCP prior to distribution.

B7.5 Provide a web portal that is customizable with MCHCP's specifications, be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience.

B7.5.1 The contractor's web portal must be fully accessible to all members, including hearing- and visually-impaired members. This includes providing real-time closed captioning or transcripts available immediately, for any videos, webinars, or webcast events included on the website.

## B8. ELIGIBILITY

B8.1 The contractor shall agree that eligible participants shall be as defined by MCHCP and that services will only be provided to those who are eligible under MCHCP statutes, regulations and/or plans.

B8.2 The contractor must be able to accept MCHCP eligibility information on a regular basis. The contractor must provide a technical contact that will provide support to MCHCP's Information Technology department for EDI issues. MCHCP will negotiate the layout and file transmission method following vendor selection; however, MCHCP retains final approval on the contents of the file and transmission method.

## B9. IMPLEMENTATION AND ACCOUNT MANAGEMENT

B9.1 The final implementation schedule must be agreed to by MCHCP within 20 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Hiring medical personnel

- Ordering equipment and supplies
- Equipment delivery and set-up
- Training key staff
- Testing of eligibility file
- Development of communication materials
- Printing of communications
- Testing of data transmission to Truven Health Analytics

B9.2 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 or programs that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can affectively impact the account.

B9.3 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 clinical services manager, 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 Chief Wellness Officer, and other staff designated by MCHCP. The account management team must:

B9.3.1 Be able to devote the time needed to the account, including being available for frequent telephone and occasional on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.

B9.3.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.

B9.3.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.

B9.3.4 Cut through bureaucracy within the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.

B9.4 MCHCP requires the contractor to assign a Contract Administrator who will be the primary point of contact for contractor's performance under the contract and who has the authority to make decisions that are binding on the contractor. Vendor issues, scope of work issues, and other corporate matters may be referred to a higher level of authority than the Contract Administrator if the contractor so chooses.

B9.4.1 Preferred minimum qualifications for the Contract Administrator assigned to the MCHCP account include:

- At least three years of demonstrated effective supervisory experience with a healthcare related operation or system;
- At least three years of supervisory experience; and
- Bachelor's degree from an accredited college or university.

B9.5 The contractor shall agree that MCHCP reserves the right to review and approve all written communications developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. 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.).

## B10. REPORTING

B10.1 The contractor shall agree to:

B10.1.1 Provide encounter data to MCHCP and/or MCHCP's decision support system vendor (currently Truven Health Analytics) in the detail and format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B10.1.2 Provide data in an electronic format and within a timeframe specified by MCHCP;

B10.1.3 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

MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive the data from the contractor and store the data on MCHCP's behalf. 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 pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.

B10.2 The contractor shall provide, no later than the last day of the month immediately following the end of each quarter of the calendar year, a written report with respect to the provision of medical services by the staff of the on-site clinic. The written report will be in a form reasonably satisfactory to both MCHCP and the contractor. It is contemplated that the written report will include: (a) the number of employees treated during the immediately preceding calendar quarter, (b) the number of employees for whom work-related treatments were provided, (c) the types of services administered, and (d) other utilization reports upon request of MCHCP.

B10.3 The contractor shall provide return on investment (ROI) reporting on an annual basis no later than 120 days following the end of the calendar year. The methodology used for calculating ROI must be acceptable to MCHCP.

B10.4 The contractor shall submit standard reports to MCHCP on a monthly, quarterly, and annual basis. A copy of the bidder's proposed reporting package must be included with the response to the RFP. MCHCP and the contractor will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.

B10.5 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. If any reports are substantially



different from the reports agreed upon, fair and equitable compensation will be negotiated with the contractor.

B10.6 Outcomes Measurement and Reporting –The contractor shall:

B10.6.1 Document and report participant satisfaction with the program annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.

B10.6.2 Make standard and/or ad hoc reports available to support the performance standards outlined in Section 12 of the Health Clinic Questionnaire.

B10.6.3 Meet the performance standards as agreed to in the performance guarantees exhibit.

B10.6.4 Agree to put a portion of the fees at risk for the performance standards outlined in Section 12 of the Health Clinic Questionnaire.

B10.6.5 Utilize the HighRoads Vendor Manager product or other product designated by MCHCP that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

B11. INVOICING AND PAYMENT

B11.1 The contractor shall agree to provide MCHCP with an invoice in an encrypted electronic, format no more frequently than once per month. The invoice shall include the monthly management fee, salary fees and operational costs of the clinic location and reflect any monies received from clinic patients as a reduction to operational costs.

B11.2 The monthly management fee shall be a fixed cost and shall consist of an administrative fee, clinic management fee, profit, communication/marketing costs, staff training, salary costs, licensing and renewal fees, uniform allowance, profit, clinic lease fees, and professional liability/malpractice insurance.

B11.3 The monthly operational costs shall include medical supplies and equipment, office supplies, information system hardware/software, utilities, housekeeping and janitorial supplies, and other items that may be required by the contractor to provide adequate medical services. The invoiced amount of such medical supplies and other items shall be the contractor's actual cost of such items, supplies and expenses. Contractor shall provide documentation supporting its operational costs.

B11.4 The contractor shall provide a detailed billing by the 3<sup>rd</sup> business day following the month of service. Payment will be initiated via Automated Clearing House (ACH) to the contractor on the 10<sup>th</sup> of the month following the month of service. Contractor will securely provide bank account and bank routing information to MCHCP's Chief Fiscal Officer (CFO) for the purpose of electronic payment.

- B12. MCHCP SERVICES – MCHCP will provide the following services to assist the contractor:
- B12.1 Facilitate communication between contractor and decision support system vendor, currently Truven Health Analytics
  - B12.2 Assist in notification/education of participants regarding the program
  - B12.3 Payment of monies due the contractor

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 **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.
- C1.4 **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.
- C1.5 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.6 **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.
- C1.7 **Off-shore** means outside of the United States.
- C1.8 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.9 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.
- C1.10 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by HighRoads' system.
- C1.11 **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.
- C1.12 **Respondent** means any party responding in any way to this RFP.
- C1.13 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.14 **Shall** has the same meaning as the word must.
- C1.15 **Should** means that certain feature, component and/or action is desirable but not mandatory.

## **C2. GENERAL BIDDING PROVISIONS**

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc, must be 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 Monday, August 26, 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) due to the provisions of HIPAA. A BAA will be presented to each bidder selected as a finalist, who will

- be given the opportunity to negotiate the BAA at that time. A signed BAA must be returned with finalist's best and final offer. Failure to return a signed BAA may result in the bidder's proposal being considered nonresponsive.
- C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the BAA, making such agreement effective.
- C5.4 Any bidder offering to provide services must sign a Contractor Certification (Certification) in accordance with § 285.530, RSMo. The Certification will be presented to each bidder selected as a finalist. A signed Certification must be returned with the finalist's best and final offer. Failure to return a signed Certification may result in the bidder's proposal being considered nonresponsive.

PROFESSIONAL SEAL

CONSULTANTS LOGO

OFFICE OF  
ADMINISTRATION  
DIVISION OF FACILITIES  
MANAGEMENT / DESIGN  
AND CONSTRUCTION

Proposed Truman Building  
Health Clinic

4th Floor  
Truman Building  
Jefferson City, MO

PROJECT # 0001  
SITE #  
FACILITY # 05020

REVISION:  
DATE: 06-06-2013 (1)  
REVISION:  
DATE: 06-06-2013 (2)  
REVISION:  
DATE: 06-20-2013 (3)  
ISSUE DATE:

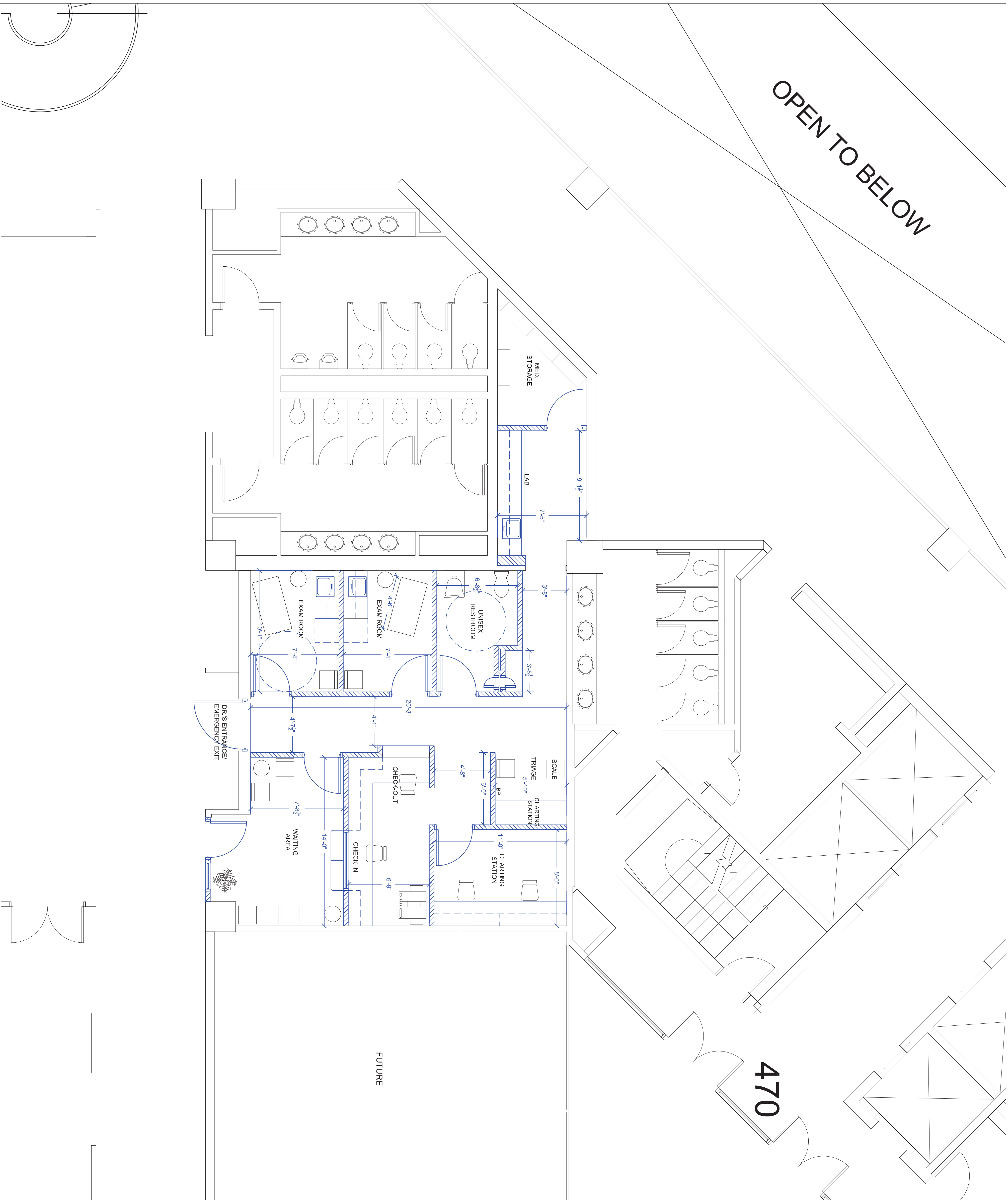
CAD DWG FILE:  
DRAWN BY: LW  
CHECKED BY:  
DESIGNED BY: LW

SHEET TITLE:  
**REVISED  
FLOOR  
PLAN**

SHEET NUMBER:

**A-000**

X OF XX SHEETS



STATE OF MISSOURI  
LEASE OF STATE OWNED  
REAL PROPERTY

THIS LEASE, No. \_\_\_\_\_, made and entered into this day of \_\_\_\_\_, by and between the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessor, and \_\_\_\_\_, hereinafter called the Lessee (State of Missouri Customer Number \_\_\_\_\_).

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents Lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Room 478 Truman Building, 301 West High Street, Jefferson City, (Cole County), Missouri 65102, hereinafter called the "premises", consisting of 918 net rentable square feet. The Lessor allows Lessee the use and access of the same dedicated space within said premises.

That Lessee operates a program which serves many of the same clients as Lessor and whose use of the space will be beneficial to the Lessor and its client(s).

1. **TERM OF LEASE**

The initial period of said Lease shall commence January 1, 2014 and end June 30, 2014, per the terms of the service agreement.

2. **RENTS**

The annual rent shall be in the amount of **SIX THOUSAND FOUR HUNDRED AND TWENTY-SIX DOLLARS AND NO CENTS (\$6,426.00)**, payable monthly in arrears in the amount of **FIVE HUNDRED AND THIRTY FIVE DOLLARS AND FIFTY CENTS (\$535.50)**.

The rent may be adjusted on an annual basis based on the cost of annual operations.

3. **RENEWAL TERMS**

In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **SERVICES**

- (a) The Lessor agrees to provide and Lessee agrees to pay for the utilities of heat, air conditioning, water, sewer, gas and electricity per the terms of the service agreement.
- (b) The Lessor agrees to provide and Lessee agrees to pay for janitorial and housekeeping services, equipment and supplies, including paper products per the terms of the service agreement.
- (c) The Lessor agrees to provide 4 parking spaces in and around the premises.
- (d) The Lessor agrees to provide security services within the premises to allow for weekend and after hour access.



- (e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor, unless removed by Lessee.
- (f) The Lessor will provide and pay for general garbage and trash removal from the premises per the terms of the service agreement.
- (g) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care per the terms of the service agreement.
- (h) The Lessor agrees to provide and pay for pest control (insect and rodent) per the terms of the service agreement.
- (i) The Lessor shall provide the Lessee two sets of keys for the building.

5. **USE OF PREMISES**

- (a) The Lessee agrees to use the premises for a health clinic.
- (b) The hours of operations shall be Monday through Friday from 8:00 a.m. – 5:00 p.m. for all occupants and users.
- (c) The Lessee shall not have the right to assign its rights under said Lease, in whole or in part, to any other entity without the written consent of the Lessor.
- (d) The Lessee, its agents and employees must use the premises consistent with all applicable State, federal and local laws, regulations and ordinances. No alcohol may be brought upon or used in or upon the premises. Hazardous materials may not be brought upon or stored upon the premises. No firearms or weapons shall be carried on the premises by the Lessee, its agents, employees or clients.

6. **ALTERATIONS AND IMPROVEMENTS**

The Lessee shall have the right to make alterations and improvements, attach fixtures and erect additions, structures or signs in or upon the premises upon prior written approval by Lessor. Such fixtures, additions or structures shall be forfeited to the Lessor unless removed by the Lessee in a manner which restores the Lessor's property to its original condition.

7. **PREMISE MAINTENANCE**

The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will make a good faith effort to provide maintenance services consistent with the program needs of the Lessee, comparable to the services provided to the other tenants within the facility. In the event of a conflict, the Lessor agrees to meet and confer to discuss methods to resolve service issues. For the purpose of so maintaining the premises and property, the Lessor may enter and inspect the premises and make any necessary repairs.

8. **DAMAGE OF PREMISES**

The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, agents or clients, ordinary wear and tear excepted.

9. **PROPERTY OF LESSEE**

Lessee agrees that all property owned by it, in, on or about the premises shall be at the sole risk and hazard of the Lessee. Lessor shall not be liable or responsible for any loss or damage to Lessee, or anyone claiming under or through Lessee.

10. **INDEMNIFICATION**

The Lessee shall indemnify and hold the Lessor harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from the Lessee's use of the premises.

11. **NOTICES**

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction  
Real Estate Services  
P. O. Box 809  
301 West High Street, Room 730  
Jefferson City, Missouri 65102

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by the Facilities Operations Manager, Real Estate Services, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessee.

12. **INSURANCE**

The Lessee shall be responsible for any and all personal injury (including death) or property damage occurring as a result of Lessee's actions or inactions, including any negligence on the part of Lessee, in connection with Lessee's use and occupancy of the leased premises. The Lessee shall maintain at all times during the term of this Lease and any extensions thereof general liability insurance that covers Lessee's use and occupancy of the leased premises in the amount of two million dollars for all claims arising out of a single incident or occurrence and three hundred thousand dollars for any one person in a single incident or occurrence. Lessee shall provide the Lessor proof of such insurance required by this section at the beginning of each lease year.

13. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSOR:

LESSEE:

Office of Administration

By: \_\_\_\_\_  
Lisa A. Cavender, Facilities Operations Manager  
Real Estate Services

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

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

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

---

**Exhibit A-1**  
**Intent to Bid – 2014 MCHCP Employee Health Clinic 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 by Friday, August 23, 2013, at 4 p.m. CT (5 p.m. ET).

---

**Minimum Bidder Requirements**

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

- Licensing - The bidder must be properly licensed and duly authorized to conduct business in Missouri. 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.
- Size and Experience - The bidder must currently provide onsite employee health clinic services to employers that have at least 60,000 employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- Electronic Medical Record (EMR) Functionality –The bidder must have EMR functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- Electronic Appointment System – The bidder must have an electronic appointment system as part of its technology solution that allows clinic participants to wait in place at office or desk until an auto-reminder of the appointment time is sent electronically. The auto-reminder system must have other functionality than reminders via e-mail. The appointment system must also include the capability of generating parking passes for near-sight participants to allow them to utilize dedicated parking spaces for the length of appointment. The system must not issue more parking passes than parking spaces dedicated or issue parking passes for overlapping windows of time.
- Technology – The bidder must have the ability to use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate

labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy to use format with a patient portal feature for patients to directly access their blood work, tests, etc.

- Evidence-based Medicine – The bidder must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality, and patient safety.
- HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA– The bidder must have proven diligence and compliance with HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA.
- Indemnification – Refer to the Scope of Work, Exhibit B, Section B3 for specific requirements.
- Data Feeds - Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide encounter data to MCHCP's designated data vendor for all participants. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Case, Health, and Disease Management Promotion and Referrals – The bidder must have clinic professionals with a willingness to work well with MCHCP and MCHCP vendor partners to increase clinic encounter volume, health coaching participation, and disease management participation.
- Lease Agreement - The bidder shall agree to lease the space located on the fourth (4<sup>th</sup>) floor of the Truman Building from the Office of Administration, Division of Facilities Management, Design and Construction and shall operate a health clinic in the leased space in accordance with the provisions outlined in the lease agreement included as Attachment 2. Additional information on this requirement can be found in Exhibit B, Section B4.
- 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 September 6, 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.

---

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

We intend to submit a complete proposal as outlined in the RFP,

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**

### **Onsite Employee Health Clinic Pricing Worksheet**

#### **Instructions**

1. The bidder must provide firm, fixed costs for providing services as described in this RFP.
2. Proposals shall include a fixed cost for program year January 1, 2014 – December 31, 2014, with guaranteed not-to-exceed maximum costs for program years beginning January 1 of 2015 and January 1 of 2016. Costs for program years beginning January 1, 2017 and 2018 will be negotiated. Any cost data submitted or related to the bidder's proposal including any cost data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.
3. In determining cost points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed costs for Years 2 and 3 of the contract. The contractor shall understand that annual renewal costs for subsequent years of the contract will be negotiated, but must be within the not-to-exceed costs submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees.
4. Please be certain to complete all applicable worksheets within this workbook. Bidders must complete the following worksheets:
  - Monthly Management Fees
  - Monthly Salary Fees
  - Attach A - Medical Supplies
  - Attach B - Lab Test Kits
  - Attach C - Information Systems
  - Attach D - Office Supplies
  - Attach E - Utilities & Janitor
  - Attach F - Other (if applicable)
5. The worksheet labeled "Supplemental Pricing" is optional and should be completed only if there are additional fees not listed elsewhere within the bidder's pricing proposal.
6. The worksheets labeled "Monthly Clinic Costs" and "Summary" should not be completed, as these worksheets are linked to other tabs within the workbook.

**EXHIBIT A-3**  
**BIDDER'S PROPOSED MODIFICATIONS TO THE RFP**  
**2014 MCHCP EMPLOYEE HEALTH CLINIC 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-4**  
**Confirmation Document**  
**2014 Employee Health Clinic RFP**

---

Please complete this form, sign and upload to HighRoads, 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. Pricing 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



STATE OF MISSOURI  
LEASE OF STATE OWNED  
REAL PROPERTY

THIS LEASE, No. \_\_\_\_\_, made and entered into this day of \_\_\_\_\_, by and between the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessor, and \_\_\_\_\_, hereinafter called the Lessee (State of Missouri Customer Number \_\_\_\_\_).

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents Lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Room 478 Truman Building, 301 West High Street, Jefferson City, (Cole County), Missouri 65102, hereinafter called the "premises", consisting of 918 net rentable square feet. The Lessor allows Lessee the use and access of the same dedicated space within said premises.

That Lessee operates a program which serves many of the same clients as Lessor and whose use of the space will be beneficial to the Lessor and its client(s).

1. **TERM OF LEASE**

The initial period of said Lease shall commence January 1, 2014 and end June 30, 2014, per the terms of the service agreement. The said lease shall be extended for so long as the Contract (Number \_\_\_\_\_) for clinical services between the Missouri Consolidated Health Care Plan and the Lessee remains binding and in effect upon and between the parties thereto.

2. **RENTS**

The annual rent shall be in the amount of **SIX THOUSAND FOUR HUNDRED AND TWENTY-SIX DOLLARS AND NO CENTS (\$6,426.00)**, payable monthly in arrears in the amount of **FIVE HUNDRED AND THIRTY FIVE DOLLARS AND FIFTY CENTS (\$535.50)**.

The rent may be adjusted on an annual basis based on the cost of annual operations.

3. **RENEWAL TERMS**

In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **SERVICES**

- (a) The Lessor agrees to provide and Lessee agrees to pay for the utilities of heat, air conditioning, water, sewer, gas and electricity per the terms of the service agreement.
- (b) The Lessor agrees to provide and Lessee agrees to pay for janitorial and housekeeping services, equipment and supplies, including paper products per the terms of the service agreement.
- (c) The Lessor agrees to provide 4 parking spaces in and around the premises.
- (d) The Lessor agrees to provide security services within the premises to allow for weekend and after hour access.

- (e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor, unless removed by Lessee.
- (f) The Lessor will provide and pay for general garbage and trash removal from the premises per the terms of the service agreement.
- (g) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care per the terms of the service agreement.
- (h) The Lessor agrees to provide and pay for pest control (insect and rodent) per the terms of the service agreement.
- (i) The Lessor shall provide the Lessee two sets of keys for the building.

5. **USE OF PREMISES**

- (a) The Lessee agrees to use the premises for a health clinic.
- (b) The hours of operations shall be Monday through Friday from 8:00 a.m. – 5:00 p.m. for all occupants and users.
- (c) The Lessee shall not have the right to assign its rights under said Lease, in whole or in part, to any other entity without the written consent of the Lessor.
- (d) The Lessee, its agents and employees must use the premises consistent with all applicable State, federal and local laws, regulations and ordinances. No alcohol may be brought upon or used in or upon the premises. Hazardous materials may not be brought upon or stored upon the premises. No firearms or weapons shall be carried on the premises by the Lessee, its agents, employees or clients.

6. **ALTERATIONS AND IMPROVEMENTS**

The Lessee shall have the right to make alterations and improvements, attach fixtures and erect additions, structures or signs in or upon the premises upon prior written approval by Lessor. Such fixtures, additions or structures shall be forfeited to the Lessor unless removed by the Lessee in a manner which restores the Lessor's property to its original condition.

7. **PREMISE MAINTENANCE**

The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will make a good faith effort to provide maintenance services consistent with the program needs of the Lessee, comparable to the services provided to the other tenants within the facility. In the event of a conflict, the Lessor agrees to meet and confer to discuss methods to resolve service issues. For the purpose of so maintaining the premises and property, the Lessor may enter and inspect the premises and make any necessary repairs.

8. **DAMAGE OF PREMISES**

The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, agents or clients, ordinary wear and tear excepted.

9. **PROPERTY OF LESSEE**

Lessee agrees that all property owned by it, in, on or about the premises shall be at the sole risk and hazard of the Lessee. Lessor shall not be liable or responsible for any loss or damage to Lessee, or anyone claiming under or through Lessee.

10. **INDEMNIFICATION**

The Lessee shall indemnify and hold the Lessor harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from the Lessee's use of the premises.

11. **NOTICES**

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction  
Real Estate Services  
P. O. Box 809  
301 West High Street, Room 730  
Jefferson City, Missouri 65102

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by the Facilities Operations Manager, Real Estate Services, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessee.

12. **INSURANCE**

The Lessee shall be responsible for any and all personal injury (including death) or property damage occurring as a result of Lessee's actions or inactions, including any negligence on the part of Lessee, in connection with Lessee's use and occupancy of the leased premises. The Lessee shall maintain at all times during the term of this Lease and any extensions thereof general liability insurance that covers Lessee's use and occupancy of the leased premises in the amount of two million dollars for all claims arising out of a single incident or occurrence and three hundred thousand dollars for any one person in a single incident or occurrence. Lessee shall provide the Lessor proof of such insurance required by this section at the beginning of each lease year.

13. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSOR:

LESSEE:

Office of Administration

By: \_\_\_\_\_  
Lisa A. Cavender, Facilities Operations Manager  
Real Estate Services

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

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

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

## Health Clinic Questionnaire

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

### Proprietary Statement

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

Confirmed

Not confirmed (please explain)

### Vendor Profile

#### 2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Describe your company structure including subsidiaries and affiliates

Number of years providing employee health clinic services

Relevant qualifications and experience

Corporate address

Location of office that will service this account

Telephone

#### 2.2 List the number of clients and their respective total lives to which you currently provide on-site employee health clinics.

Number of employers of 50,000 employees or more

Number of employers 30,000 - 49,999 employees

Number of employers 20,000 - 29,999 employees

Number of employers 10,000 - 19,999 employees

Number of employers less than 10,000 employees

#### 2.3 In total, how many client employees are managed through your worksite clinics?

Number of employer clients

Number of current client employees

Number of new client employees last year (2012)

Number of new client employees year to date (2013)

**2.4 Provide references for three current clients for whom you are providing the services described in this RFP. If possible, list employer clients of similar size and needs as MCHCP. We will not contact these references without discussing with you first; however, having information on references is critical.**

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.5 Provide references for two terminated clients for whom you have provided the services described in this RFP. If possible, list employer clients of similar size and needs as MCHCP. We will not contact these references without discussing with you first; however, having information on references is critical.**

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Terminated Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.6 Provide the following information on your five largest employee health center clients (defined as the total number of eligible employees in locations served). If you have clinics located in Missouri, please list those even if they are not among your five largest.**

	Name	City, State	Industry	Total No. of Employees	Average No. of Clinic Visits per Day
Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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 (describe the situation prompting the suit(s) and the outcome or current status)

No

**2.8 Have there been any claims filed against your organization (and/or its agents and/or employees) with your liability insurance carrier for professional errors and omissions? Include the nature and resolution of such claims.**

Yes (describe the nature and resolution of such claims)

No

**2.9 Describe any recent or planned merger or acquisition activity in process or expected in the next one or two years.**

Response

**2.10 If your organization is a division of a larger company, are there plans to divest your organization within the next one or two years?**

Yes (please explain)

No

Not applicable

**2.11 Describe your organizational vision, including describing what enhancements are planned to your services and how those enhancements could impact the services requested by MCHCP.**

Response

**2.12 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 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.13 Please describe the compliance, certifications, notification procedures in case of breach, and/or policies your company (or any sub-contractor) has in place to ensure compliance with the following laws listed below. If necessary to provide a complete description, please upload a document to the Reference Files from Vendor section, and name**

**the file "Q2.13 Compliance with Federal Laws".**

HIPAA	<input type="text"/>
OSHA	<input type="text"/>
CLIA	<input type="text"/>
GINA	<input type="text"/>
COBRA	<input type="text"/>

**2.14 Confirm you have uploaded documents to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri and certificate of good standing. Name the document "Q2.14 State of Missouri License".**

Confirmed

Not confirmed (please explain)

**2.15 What percentage of your overall company sales is attributable to your on-site employee health clinic offering?**

Percentage of overall sales attributable to on-site employee health clinics (X.XX%)  %

**2.16 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	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.17 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 Vendor section, and name the file "Q2.17 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.

**2.18 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.18 Audited Financial Statements."**

Confirmed

Not confirmed (please explain)

**Clinic Administration**

**3.1 Confirm the professional liability insurance limits (individual and aggregate) of your practitioners. Identify the process for ensuring appropriate levels are maintained.**

Response

**3.2 Provide a detailed description of your organization's standard transition plan for patients affected by termination of the contract, closure of the health center, loss of health care provider, or any scenario where transition services are required.**

Response

**3.3 Please describe what you perceive to be the risks to an employer for opening an onsite clinic?**

Response

**3.4 How does your organization assist in the mitigation of any risks identified in Q3.3 above?**

Response

**3.5 Are there additional risks due to MCHCP's governmental status?**

Response

**3.6 If awarded a contract under this RFP, would you consider yourself a fiduciary of the plan? If so, how do you handle those responsibilities?**

Response

**3.7 How would your organization work with MCHCP in the event of litigation due to services provided at the clinic?**

Response

**Clinic Management**

**4.1 How long do you anticipate it will take for the clinic to be fully functional?**

Response

**4.2 Describe the duties the staff will have until the clinic is functional. Will they be able to promote the clinic services before the clinic is operational?**

Response

**4.3 Will your management approach allow for appointment setting and/or drop-in visits? Describe your standard process.**

Response

**4.4 Can appointments be scheduled via your website?**

	Yes (please describe)	No (please explain)
Appointment requests	<input type="text"/>	<input type="text"/>
Direct scheduling	<input type="text"/>	<input type="text"/>

**4.5 How and when would you typically verify eligibility for employees using the clinic?**

Response

**4.6 Do you have the ability to process member payment transactions on premise?**

Yes (please describe)

No (please explain)

**4.7 What methods can you deploy to accept employee payments (check all that apply)?**

- Debit cards
- Credit cards
- Personal check
- Cash

**4.8 Do you offer a "virtual" waiting room service?**

Yes (please describe)

No (please explain)

**4.9 Will you code all clinic services using CPT and ICD nomenclatures? Will all services have an associated primary ICD code? Secondary ICD codes? Tertiary ICD codes?**

Yes (please describe)

No (please explain)

**4.10 Provide a detailed description of how you establish staffing levels for your onsite employee health clinics.**

Response

**4.11 Given your projected utilization of the health clinic, outline your recommended staffing and provide rationale.**

Response

**4.12 What are the core clinic staffing positions included in the base monthly fee of your proposal that will be provided to operate the clinic?**

Response

**4.13 Complete the following table listing the minimum qualifications for the core clinic staffing positions included in your proposal. If additional positions are included in your proposal, upload a document to the Reference Files from Vendor section, and name the document "Q4.13 Staffing Qualifications".**

	Name	Title	Required licensing	Required Certifications	Required Experience
Staffing Position 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**4.14 Does your organization manage the staff recruitment and hiring process for all health care professionals (medical, technical and administrative)? If yes, how do you identify potential candidates?**

- Yes (please describe, including how you identify potential candidates)
- No (please explain)

**4.15 How long does a typical recruitment take from need identification to the date an offer of employment is extended?**

Providers

Non-providers

**4.16 Does MCHCP have the option of interviewing the clinician prior to placement in the facility?**

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

**4.17 Identify the types of providers (i.e. doctor, nurse practitioner, physician's assistant) to be engaged at the clinic.**

Response

**4.18 Will the providers be dedicated to the MCHCP onsite employee health clinic?**

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

**4.19 Will the providers be your employees or the employees of another firm?**

- Employee of bidder
- Employee of another firm (please describe, including identifying the firm)

**4.20 Describe what will occur if the providers are not available due to illness or vacation on a day the clinic is scheduled.**

Response

**4.21 How many provider hours do you feel are necessary to successfully meet the needs of the clinic?**

Response



**4.22 Complete the following regarding the qualifications of the Collaborative Physician and/or Medical Director who will be responsible for clinic oversight?**

Required licensing

Required certifications

Required experience

**4.23 Describe your approach when radiology services are indicated.**

Response

**4.24 Describe your approach when lab services beyond those able to be provided onsite are indicated.**

Response

**4.25 Are there other vendors that will need access to the site (e.g., lab pick-up service)? If so, address any related logistical considerations the client needs to arrange for to accommodate this; e.g., security issues, ingress/egress, etc.**

Response

**4.26 Describe your practices for handling and disposing of biohazards.**

Response

**Quality Assurance**

**5.1 Describe your staff training procedures, including training on biohazard handling.**

Response

**5.2 Confirm you have uploaded a copy of your written safety program. Upload the file to the Reference Files from Vendor section, and name the file "Q5.2 Safety Program".**

Confirmed

Not confirmed (please explain)

**5.3 Describe your quality management process including clinical oversight and external accreditation.**

Response

**5.4 Do you conduct patient satisfaction surveys?**

Yes (please describe, including frequency)

No (please explain)

**5.5 Confirm you have uploaded results from your most recent patient satisfaction survey to the Reference files from Vendor section. Name the file "Q5.5 Satisfaction Survey Results".**

Confirmed

Not confirmed (please explain)

**5.6 Describe in detail your approach to ensure high quality care.**

Response

**5.7 What is your process for staff evaluation?**

Response

**5.8 Provide a detailed description of how you establish salary and benefit levels for staff and include measurements for productivity and quality.**

Response

**5.9 What is the process for patient care quality review? What standards do you deploy?**

Response

**5.10 Describe your problem resolution/escalation process for patient complaints or issues with the clinics' staff or services.**

Response

**5.11 Will MCHCP receive regular reporting of escalated issues and patient complaints?**

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

**5.12 Provide a detailed description of how your organization utilizes current, evidence-based medicine in the evaluation, treatment, and oversight of patients.**

Response

**5.13 Would you plan to apply for accreditation for the MCHCP clinic by a qualified third party organization?**

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

**Program Integration**

**6.1 Describe your organization's experience coordinating with other external vendor programs including medical carriers' case management, disease management, health coaching, PBM, and EAP. Specifically describe your experience with MCHCP's current contractors.**

- UMR (TPA, disease management and case management)
- Coventry Health Care (TPA, disease management and case management)
- Express Scripts (PBM)
- ComPsych (EAP)

**6.2 How will clinic data be shared with the patient's PCP?**

Response

**6.3 Describe the clinician's role in working with a participant's primary care physician. When would the clinician refer the participant back to his/her primary care physician?**

Response

**6.4 Complete the following table regarding the operational platform that will be used to support cross-referrals with MCHCP's other health management programs.**

	Yes (please describe)	No (please explain)
Will benefit and program descriptions be readily available to clinic staff for reference?	<input type="checkbox"/>	<input type="checkbox"/>
Does your system use messaging that prompts the service representative to discuss other programs available for potential referral?	<input type="checkbox"/>	<input type="checkbox"/>

**6.5 Do you have the capability to report on the referral activity between your organization and MCHCP's external vendor partners?**

- Yes (please describe, including providing a description of how referrals are tracked and reported)
- No (please explain)

**6.6 Describe how your organization tracks and reports outcomes of these referrals and how follow-up of referrals are managed.**

Response

**Communication Support**

**7.1 Outline the communication scheme used by your organization to introduce and communicate the onsite clinic program to employees.**

Response

**7.2 Describe how your organization would work with MCHCP internal staff to develop and implement this strategy.**

Response

**7.3 Describe your approach for routine promotion of the Health Clinic (proprietary newsletters, events, etc.) to employees.**

Response

**7.4 Confirm you have uploaded copies of the communication materials to be provided prior to the clinic opening that are included in your cost structure and provided to MCHCP at no additional cost. Upload the document to the Reference Files from Vendor section, and name the file "Q7.4 Initial Communication".**

Confirmed

Not confirmed (please explain)

**7.5 Will you provide educational or other materials in electronic format for posting?**

Yes, at no additional cost (please describe)

Yes, at an additional cost (please describe, and include additional cost in Supplemental Pricing)

No (please explain)

**7.6 How do you measure the impact of the communications sent?**

Response

**7.7 Are all communication materials customizable?**

Yes, at no additional cost (please describe)

Yes, at an additional cost (please describe and include additional cost in Supplemental Pricing)

No (please explain)

**Outcomes Measurement and Reporting**

**8.1 Confirm you have provided samples of the standard reporting package that would be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q8.1 Sample Reporting".**

Confirmed

Not confirmed (please explain)

**8.2 Confirm you have uploaded copies of any additional reporting that would be made available to MCHCP at an additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q8.2 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.**

Confirmed

Not confirmed (please explain)

**8.3 Confirm that MCHCP's data will not be shared with any third party not authorized by MCHCP.**

Confirmed

Not confirmed (please explain)

**8.4 On which of the following items will your system be able to report (check all that apply)?**

Visit type by procedure and diagnosis

Individual test results

Average cost per service

ROI reports

Health trending

Lost time/absence per diagnosis

Patients screened and counseled for health risk factors (e.g. smoking)

Other (please describe)

**8.5 Do you offer a web-based reporting tool to allow for self-service reporting? Indicate any additional costs on Supplemental Pricing.**

Yes, at no additional cost (please describe)

Yes, at an additional cost (please describe, and indicate additional cost on Supplemental Pricing)

No (please explain)

**8.6 How soon after the close of the reporting period would reporting be made available to MCHCP (indicate number of calendar days)?**

Number of calendar days

**8.7 To what level of detail can the basic reporting package be segmented by population, for instance: MCHCP medical plan members and non-members, department, etc.?**

Response

**8.8 Describe any benchmarks that are included in your standard reporting.**

Response

**8.9 Does your organization currently provide encounter data to Truven Health Analytics or any other decision support system vendor (check all that apply)?**

Truven Health Analytics

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

No

**8.10 Describe your approach to cost savings and how this will be monitored for MCHCP. Specifically describe how the following items are incorporated in your savings analysis.**

Utilization of medical services

Unit cost of medical services

Absenteeism

Referral control

Other

**8.11 Confirm you have uploaded copies of the reporting package that will be provided to MCHCP to document ROI. Upload the file to the Reference Files from Vendor section, and name the file "Q8.11 ROI Reporting".**

Confirmed

Not confirmed (please explain)

**8.12 Has there been third-party validation of your ROI/savings methodology? If yes, what organization(s) verified the results, and how often is the analysis conducted? Note: MCHCP reserves the right to request a copy of this validation report from finalists and/or the successful bidder. Also, MCHCP will require regular validation of the ROI methodology from the selected vendor.**

Yes (please describe)

No (please explain)

**Implementation and Account Management**

**9.1 Confirm you have uploaded an Implementation Plan, assuming that the clinic opens on February 1, 2014. Upload the file to the Reference Files from Vendor section, and name the file "Q9.1 Implementation Plan". A final implementation plan must be agreed to by MCHCP within 30 days of contract award.**

Confirmed

Not confirmed (please explain)

**9.2 What services and support are needed from MCHCP to ensure a smooth implementation?**

Response

**9.3 Complete the following table regarding the team that will be compiled for MCHCP.**

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account manager (primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account manager (secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation manager (primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation manager (secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**9.4 Confirm you have uploaded an account management plan that includes all critical tasks, responsible parties, target completion dates and frequency of meetings and/or conference calls. Upload the file to the Reference Files from Vendor section, and name the file "Q9.4 Account Management Plan".**

- Confirmed
- Not confirmed (please explain)

**9.5 Will you identify subject matter experts to assist MCHCP with strategic initiatives and planning?**

- Yes (please provide examples of what you have done with other clients)
- No (please explain)

**9.6 If you answered yes to Q9.5, what types of subject matter experts do you have access to?**

Response

**9.7 Confirm you have uploaded a sample invoice that will be used for billing purposes. Upload the file to the Reference Files from Vendor section, and name the file "Q9.7 Sample Invoice".**

- Confirmed
- Not confirmed (please explain)

**Technology and Security**

**10.1 What are your specific data/technology needs for accepting eligibility feeds?**

Response

**10.2 What platform do you currently utilize to deliver web content/services?**

Response

**10.3 What browsers/browser versions do you support (include support for mobile devices)?**

Response

**10.4 Is your organization able to provide date-specific, member-specific communication records to MCHCP, as the plan administrator, upon request?**

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

**10.5 Describe your overall disaster recovery plan and service availability goals.**

Response

**10.6 Has your company implemented or tested its disaster recovery procedure?**

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

No (please explain)

**10.7 How frequently do you back up data?**

Daily

Weekly

Monthly

Other (please explain)

**10.8 Is stored backup data encrypted on media?**

Yes (please describe)

No (please explain)

**10.9 Is backup data stored in multiple locations?**

Yes (please describe)

No (please explain)

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

Response

**10.11 Describe your process for creating and managing patient files for medical data, including testing results (electronic versus paper information captured).**

Response

**10.12 How is this information protected to maintain confidentiality and protect privacy?**

Response

**10.13 What policies/procedures does your company have in place regarding record retention and medical confidentiality?**

Response

**10.14 What practice management and clinical data management software system is your organization proposing to use to maintain electronic patient records?**

Response

**10.15 Describe the stage of meaningful use of electronic medical records (EMR) your organization has achieved.**

Response

**10.16 Is your EMR Surescripts compatible, and if so, is it possible to access patients' medication history using the Surescripts interface?**

Yes (please describe)

No (please explain)

**10.17 What type of encounter data is your clinical data management software able to capture?**

Response

**10.18 Describe the certification around safety and security measures to protect your electronic medical records system and patient data. Also include any certifications or controls and procedures you have in place to highlight best in practice stewardship of your internal operations in delivering your services. This may include SAS-70, ISO27001, CMMI, etc.**

Response

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

Response

**10.20 Describe any privacy breaches you have had and how they were handled.**

Response

**10.21 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

**10.22 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)

**10.23 What methodologies and techniques do you use to ensure your website is accessible to the visually impaired?**

Response

**10.24 Have you tested your website for accessibility issues? If yes, what tools and/or screen readers have you used for the testing?**

Yes (please describe)

No (please explain)

**10.25 What methodologies and techniques do you use to ensure your website is accessible to the hearing impaired?**

Response

**10.26 What types of accessibility features do you have built in to your website for the hearing impaired?**

Response

**10.27 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)

**10.28 Confirm your email service supports TLS for secure email.**

Confirmed (please describe)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

**10.30 Confirm you have PGP encryption services.**

Confirmed (please describe)

Not confirmed (please explain)

**10.31 Describe your organization's IT infrastructure and development platform.**

Response

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

Response

**10.33 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 "Q10.33 Reliability Metrics".**

- Confirmed
- Not confirmed (please explain)

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

	Primary contact	Alternate #1 contact	Alternate #2 contact
Contact name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Hospital/Health System Proposal**

Complete this section only if your organization is a local hospital or health system bidding on this opportunity.

**11.1 If your organization is a local hospital or health system, what assurances will you provide in writing or contractually that you will avoid conflicts of interest by not referring patients primarily or exclusively to your hospital(s) and/or physicians?**

- Response
- Not applicable

**11.2 What reporting mechanisms can your organization put in place for MCHCP to monitor referrals?**

- Response
- Not applicable

**Performance Guarantees**

**12.1 Complete the table below, listing performance guarantees being offered by your organization for each of the areas listed. If necessary to fully describe the guarantees being proposed, upload a file to the Reference Files from Vendor section, and name the file "Q12.1 General Performance Guarantees".**

	Guarantee	Measurement process	Minimum amount at risk	Maximum amount at risk
Implementation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client Satisfaction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participant Satisfaction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Administrative Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Patient volume and penetration (i.e. % of members using the clinic at least once per year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reporting	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation in and financial support for an implementation audit	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (2)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**12.2 Confirm you have uploaded a document to the Reference Files from Vendor outlining any performance guarantees being offered related to outcomes. Name the file "Q12.2 Outcomes Performance Guarantees".**

- Confirmed
- Not confirmed (please explain)

**Pricing**



**13.1 In addition to completing the pricing exhibit, bidders may upload an additional document that further defines their proposed pricing arrangements, including definitions, fee exhibit, and all assumptions and caveats. Confirm whether an additional document has been uploaded to the Reference Files from Vendor section. Name the document "Q13.1 Pricing Proposal".**

Confirmed

Not confirmed (please explain)

**13.2 What daily clinic usage was assumed in your proposed pricing for the scope of services requested?**

Response

**13.3 To understand the level of capacity built into your proposed staffing model, when patient utilization trends exceed the established daily visit volume will your organization recommend the expansion of hours and/or provider staffing?**

Response

**13.4 Complete the following table, indicating the monthly projected clinic utilization assumed for each service in your pricing proposal.**

Acute routine medical care visits

Immunizations

Maintenance medical injections

Flu shots

Lab screenings

Health coaching and disease management referrals

Acute injuries

Emergency first-response for worksite injuries

Blood pressure checks

Lab draws

Possible future Pharmaceutical services/dispensing

Other 1 (please describe)

Other 2 (please describe)

Other 3 (please describe)

**13.5 Complete the following table regarding the clinic staff, indicating the role of each provider type, the number of each provider type, and the number of hours per week for each provider type you have assumed in your pricing proposal.**

	Role	Number on site	Hours per week
Advanced Practice Registered Nurse (APRN)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>
Medical Assistant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Physician's Assistance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collaborative MD	<input type="text"/>	<input type="text"/>	<input type="text"/>
Receptionist	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phlebotomist (may be the same person as the Medical Assistant)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other 1	<input type="text"/>	<input type="text"/>	<input type="text"/>

Other 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other 3	<input type="text"/>	<input type="text"/>	<input type="text"/>

**13.6 How many hours per week are you budgeting for in your fees for a supervising physician to be onsite and supporting staff through clinical consultations, chart audits and other pro-active quality assurance processes?**

Response

**Scope of Work**

**14.1 Confirm that you agree to and will meet all General Requirements as stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**14.2 Confirm that you agree to and will meet all Specific Requirements as stated in Exhibit B, Section B2.**

- Confirmed
- Not confirmed (please explain)

**14.3 Confirm that you agree to and will meet all Indemnification and Insurance requirements as stated in Exhibit B, Section B3.**

- Confirmed
- Not confirmed (please explain)

**14.4 Confirm that you agree to and will meet all Lease Requirements as stated in Exhibit B, Section B4, and Attachment 2.**

- Confirmed
- Not confirmed (please explain)

**14.5 Confirm that you agree to and will meet all Clinic Staffing requirements as stated in Exhibit B, Section B5.**

- Confirmed
- Not confirmed (please explain)

**14.6 Confirm that you agree to and will meet all Clinic Services requirements as stated in Exhibit B, Section B6.**

- Confirmed
- Not confirmed (please explain)

**14.7 Confirm that you agree to and will meet all Communications and Customer Support requirements as stated in Exhibit B, Section B7.**

- Confirmed
- Not confirmed (please explain)

**14.8 Confirm that you agree to and will meet all Eligibility requirements as stated in Exhibit B, Section B8.**

- Confirmed
- Not confirmed (please explain)

**14.9 Confirm that you agree to and will meet all Implementation and Account Management requirements as stated in Exhibit B, Section B9.**

- Confirmed
- Not confirmed (please explain)

**14.10 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B10.**

- Confirmed
- Not confirmed (please explain)

**14.11 Confirm that you agree to and will meet all Invoicing and Payment requirements as stated in Exhibit B, Section B11.**

- Confirmed
- Not confirmed (please explain)

### Attachment Checklist

**15.1 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.**

- Q2.13 Compliance with federal laws
- Q2.14 State of Missouri license and certificate of good standing
- Q2.17 Economic impact
- Q2.18 Audited financial statements
- Q4.13 Staffing qualifications
- Q5.2 Safety program
- Q5.5 Satisfaction survey results
- Q7.4 Initial communication
- Q8.1 Sample reporting
- Q8.2 Additional reporting
- Q8.11 ROI reporting
- Q9.1 Implementation plan
- Q9.4 Account management plan
- Q9.7 Sample invoice
- Q10.33 Reliability metrics
- Q12.1 General performance guarantees
- Q12.2 Outcomes performance guarantees
- Q13.1 Pricing proposal

## 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. 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 1024 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 eligibility of onsite clinic services 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 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 Jurisdiction:** All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

Confirmed

Not confirmed (please explain)

**1.11 Independent Contractor:** Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.13 Integration:** This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.16 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)

**1.17 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)

**1.18 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)

**1.19 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)

**1.20 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)

**1.21 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)

**1.22 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)

**1.23 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)

**1.24 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)

**1.25 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)

**1.26 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 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, which became effective March 26, 2013.

Confirmed

Not confirmed (please explain)

**1.27 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)

**1.28 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs 1.24, 1.25, 1.26, 1.27, and 1.28 above.**

Confirmed

Not confirmed (please explain)

**1.29 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)

**1.30 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)

**1.31 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)

**1.32 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)

**1.33 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)

**1.34 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)

**1.35 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)

**1.36 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)

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

Confirmed

Not confirmed (please explain)

**1.38 Termination for Cause:** MCHCP may terminate this contract, or any part of this contract, for cause under any



one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.40 Assignment:** Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.

Confirmed

Not confirmed (please explain)

**1.41 Compensation/Expenses:** Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.43 Conflicts of Interest:** Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.45 Tax Payments:** Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.

Confirmed

Not confirmed (please explain)

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Banking and Investment Services RFP  
August 27, 2013**

**This response is provided by MCHCP to a question received from a potential bidder for the 2014 Banking and Investment Services RFP.**

**Exhibit B - Scope of Work**

**Response**

1	<p>Regarding Section B2.2.2, will you please clarify the following statement:</p> <p>“ACH files will be transferred on an “as needed” basis via web-based transmission from MCHCP and via a secure FTP. ACH files will be one-sided and Contractor must create offset entries. Contractor must accept e-mail to confirm ACH file totals.”</p> <p>Is the desire to confirm your NACHA files for release by sending an email to the financial institution? Or are you wanting file totals (confirmations) emailed to you after the file has been processed?</p>	<p>MCHCP requests file totals be confirmed by the financial institution via email after the file has been processed.</p>
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**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Employee Health Clinic RFP  
August 30, 2013**

**This response is provided by MCHCP to a question received from a potential bidder for the 2014 Employee Health Clinic RFP.**

**Evaluation Criteria**

1	We would like to know if the state has a pre-determined formula for which all responses will be graded. Does any one component of the process weigh heavier than any other?	The evaluation criteria that will be utilized to score proposal responses can be found on Page 8 of the Introduction and Instructions document. Bidders are required to complete Exhibit A-2 Health Clinic Pricing Worksheet in full. Bidders can upload an additional document to explain the bidder's pricing proposal in response to Q13.1. The additional document may not be considered in the evaluation of the proposal.
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**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Employee Health Clinic RFP  
August 28, 2013**

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

**General**

1	Will MCHCP consider a joint proposal from a national and local provider, while a first time partnership, does draw on both parties' historical and current capabilities to meet all minimum requirements?	MCHCP will not consider a joint proposal of two separate entities. There must be a single entity to submit a proposal.
2	Will MCHCP consider a three-year minimum agreement term vs. one year for purposes of the proposal?	No, the term of the contract as outlined in the bidder invitation letter is for one year with an additional four (4) one-year renewal options available at the sole option of the MCHCP Board of Trustees.
3	Is there latitude in the start date to be moved to March 1, 2014?	No.
4	Can you please share your future vision for your organization's growth / expansion over the next 3 to 5 years?	For the purposes of this RFP, MCHCP is seeking to pilot an on-site employee health clinic. Future plans and possible expansion opportunities are defined in Exhibit B, Scope of Work, Section B6.2.
5	Have you defined the essential functions for all roles within your organization?	MCHCP has defined the roles within MCHCP for the purposes of the on-site clinic and are as described within the RFP.
6	Can you share any detail with regard to your benefit and/or incentive design? o How will the wellness program and/or health center impact same? o Do you have an HSA plan? If so, can you share the enrollment? o What are the current benefit design plans?	The services provided under the on-site clinic are separate and distinct from the benefit and incentive designs provided under MCHCP's other medical plan offerings. However, MCHCP's Strive for Wellness incentive plan design and wellness program are operated by a separate MCHCP wellness services vendor. As explained in Exhibit B, Scope of Work, Section B2.7, the on-site clinic vendor will work closely with MCHCP's Strive for Wellness team to promote, market and assist in coordinating wellness initiatives. The specifics will be discussed with the proposal finalists.  MCHCP's current HDHP enrollment is approximately 5.7 percent of the eligible population.  At present, MCHCP has a PPO 300, PPO 600 and HDHP with HSA. For an overview of the medical plans, please see our webpage at: <a href="http://www.mchcp.org/stateMembers/medical/comparisonChart_2013.asp">http://www.mchcp.org/stateMembers/medical/comparisonChart_2013.asp</a> . For your convenience, MCHCP has attached a page to this Q&A document that contains the information as well.
7	How are you handling pharmacy needs at present? Imaging?	MCHCP medical plan members receive their prescription drugs through its pharmacy benefit manager, Express Scripts. Medical orders for imaging studies are covered through its third party administrators, UMR and Coventry.

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Employee Health Clinic RFP  
August 28, 2013**

8	Are there any billing considerations that we should be aware of (zero \$\$\$ claims, FSA issues, etc.)?	MCHCP is not aware of any particular billing considerations. MCHCP does anticipate that the vendor would provide the patient a receipt of payment for the employee's share of the visit cost. MCHCP does not anticipate that the vendor would be billing another third party for the remainder of the service cost. There will be some services that do not include a patient cost if the patient is a MCHCP medical plan member and the service is a preventive service such as a flu shot, lipid profile, etc. As explained in the invoicing section, MCHCP will be reimbursing the vendor on a cost basis less any monies received from the patient for the cost of the visit.
9	Can you share demographic information about your participant group? Average age, male/female percentage, etc.	The average age of employees in the counties surrounding the clinic location is 51.2 years. Approximately 63 percent of the employees are female.
10	Can you please confirm your estimated number of total participants in the "immediate area" of the health center including employees, retirees, and dependents? o Employees with access to the clinic= o Spouses with access to the clinic= o Child dependents with access to the clinic=	The clinic will provide services for active state employees who are eligible under MCHCP statutes, regulations and/or plan. Dependents of active state employees are not eligible for clinic services. Approximately 7,000 state employees work in the immediate area of the capitol building, with a total of 13,880 state employees working in the county of Cole, but not conveniently located to the on-site clinic space.
11	What is the anticipated/expected employee growth rate?	The number of employees is dependent upon the personal services budget as passed by the Missouri General Assembly and enacted into law. MCHCP does not anticipate appreciable variance in the number of employees unless the personal services budget authority is reduced through legislative or Governor action.
12	What is the annual attrition rate?	The number of employees is dependent upon the personal services budget as passed by the Missouri General Assembly and enacted into law. MCHCP does not anticipate appreciable variance in the number of employees unless the personal services budget authority is reduced through legislative or Governor action.
13	Is there an existing co-pay for employees when visiting a clinic? If so, what is it?	For employees in existing medical plans, office visit patient charges are dependent upon the medical plan chosen by the employee. Please refer to the plan design provided as an attachment to this Q&A document. Employees will pay an on-site clinic visit fee. The fee will vary based upon the patient's status as a MCHCP medical plan member or not as a medical plan member. The on-site clinic visit fee amounts will be determined after contract award and will be dependent upon the estimated cost of the on-site clinic visit based upon the pricing proposal of the awarded vendor. There will be some services that do not include a patient fee if the patient is a MCHCP medical plan member and the service is a preventive service such as a flu shot, lipid profile, etc.
14	At present, what are your biggest cost drivers in terms of medical spend (injury / illness type specifics, problematic days/times/shifts, etc.)?	Please see the attached document.

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15	How are you currently handling your employee health situation? Utilization of near site health centers, occupational medicine facilities, primary care entities?	This is a new endeavor for MCHCP and the State of Missouri, Office of Administration. Health benefits are currently provided through an insurance PPO model provided through contracted TPAs - UMR and Coventry.
16	If you do utilize a near site health center or health centers, please answer the following: o What are the current days and hours care is available? o What is your process for “after hours care”? o What is the current provider mix at these centers? o Who is the near site entity / organization?	MCHCP does not currently contract for a near-site health center. There are a number of doctor’s offices, clinics, urgent care centers in and around Cole county that our members utilize.
17	Are you generally satisfied with the quality of the medical care delivered in the community at present? Primary care? Specialists? Any bad experiences?	MCHCP has not identified any specific issues with the quality of the medical care delivered in the community.
18	What are the current components of your wellness program? o How satisfied are you with your current wellness program overall? o What sort of participation % have you achieved over the past few years? o How do you envision your wellness program interfacing with your new health center? o Will the clinic be used for the Wellness providers labs/biometrics? If so, how will the Wellness provider schedule appointments with the clinic?	Information about the Strive for Wellness program and incentives can be found on our website at the following link: <a href="http://www.mchcp.org/stateMembers/striveForWellness/index.asp">http://www.mchcp.org/stateMembers/striveForWellness/index.asp</a> . You may also consult our Summary of Benefits and Coverage for detailed information about how the two Strive for Wellness Incentives work and for incentive amounts. This information is available on the MCHCP website at the following link: <a href="http://www.mchcp.org/stateMembers/publications/documents/sbcAllPlans_2013.pdf">http://www.mchcp.org/stateMembers/publications/documents/sbcAllPlans_2013.pdf</a> .  MCHCP's satisfaction with its current wellness vendor is not relevant for the purposes of this RFP. At present MCHCP has a participation rate of around 60% in the Partnership Incentive and 75% in the Tobacco-Free Incentive. MCHCP’s Strive for Wellness incentive plan design and wellness program are operated by a separate MCHCP wellness services vendor. As explained in Exhibit B, Scope of Work, Section B2.7, the on-site clinic vendor will work closely with MCHCP’s Strive for Wellness team to promote, market and assist in coordinating wellness initiatives. The specifics will be discussed with the proposal finalists.  Wellness Program participants could obtain preventive lab screenings at the on-site employee clinic should they choose to complete the screenings there. The wellness services provider will not schedule appointments. All clinic visits will be scheduled by the on-site clinic vendor. There will not be coordination of the wellness services provider with the on-site clinic vendor for preventive lab screenings.
19	Do you currently have a formal pre-placement physical demands testing program (for essential demands)? Who provides these?	MCHCP has updated Exhibit B - Scope of Work to remove pre-employment physicals and drug testing as a required service. The revised Exhibit B has been provided as a reference document in HighRoads.

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20	Do you currently have a formal pre-placement physical examination program? Who provides these?	MCHCP has updated Exhibit B - Scope of Work to remove pre-employment physicals and drug testing as a required service. The revised Exhibit B has been provided as a reference document in HighRoads.
21	Do you currently have a formal return to work program for injured workers? Impairment rating process (IME, etc.)? Who typically handles these?	A formal return to work service is not a required service of this RFP.
22	Aside from drug testing, do you conduct other medical surveillance? Hearing testing? Pulmonary function? Other?	MCHCP has updated Exhibit B - Scope of Work to remove pre-employment physicals and drug testing as a required service. The revised Exhibit B has been provided as a reference document in HighRoads.
23	Do you have a vaccination program? If so, what is included? And does it include dependents of all ages?	MCHCP includes in its medical plan coverage for services recommended by the U.S. Preventive Services Task Force (Categories A and B) and immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Preventions.
24	Do you currently have a drug testing program? If yes, do you want our organization to take over those responsibilities? o May we have detail with regard to the construction of these services? Does your program test for pre-placement? post-accident? Random? DOT? o How is your random pool administered? o Have you had good success with your reference lab? Who do you use? o Are you looking to modify any of these programs?	MCHCP has updated Exhibit B - Scope of Work to remove pre-employment physicals and drug testing as a required service. The revised Exhibit B has been provided as a reference document in HighRoads.
25	If Occupational Medicine is requested, are work related screenings required for job retention/hiring? Ex. Physicals, Drug Screens, Hearing Tests	Occupational Medicine services are not in the Scope of clinic services to be offered in the pilot phase.
26	How many other clinics are in the vicinity that are used by employees?	There are no other on-site medical clinics used by employees. This is the first such initiative for state employees. There are providers available through the medical plan. Provider look up is available on the MCHCP website at <a href="http://www.mchcp.org/stateMembers/providers/providerUMR.asp">http://www.mchcp.org/stateMembers/providers/providerUMR.asp</a> .
27	Are employees and dependents price sensitive?	MCHCP has not surveyed its membership in regard to this issue to determine if state employees are more or less price sensitive than the general population.



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28	<p>Can you provide historical information and average cost per visit for the following categories:</p> <ul style="list-style-type: none"> <li>o Physician office visits per 1,000 <ul style="list-style-type: none"> <li><input type="checkbox"/> Average cost for physician:</li> <li><input type="checkbox"/> Average cost for specialty physician:</li> </ul> </li> <li>o Inpatient admits per 1,000 <ul style="list-style-type: none"> <li><input type="checkbox"/> Average cost per inpatient visit:</li> </ul> </li> <li>o ER admits per 1,000: <ul style="list-style-type: none"> <li><input type="checkbox"/> Average cost per ER admit:</li> </ul> </li> <li>o Urgent care visits per 1,000: <ul style="list-style-type: none"> <li><input type="checkbox"/> Average cost per urgent care visit:</li> </ul> </li> <li>o Outpatient visits per 1,000: <ul style="list-style-type: none"> <li><input type="checkbox"/> Average cost per outpatient visit:</li> </ul> </li> </ul>	Please see the attached document.
29	What staff mix do you envision being put in place?	Clinic staffing expectations are listed in Exhibit B, Scope of Work, Section B5. Additional information on requirements for staffing are listed in Exhibit B, Scope of Work, Sections B2.2, B2.3, and B2.4.
30	Do you anticipate a no-charge model, meaning use of the health center will be at no cost to the participants?	Employees will pay an on-site clinic visit fee. The fee will vary based upon the patient's status as a MCHCP medical plan member or not as a medical plan member. The on-site clinic visit fee amounts will be determined after contract award and will be dependent upon the estimated cost of the on-site clinic visit based upon the pricing proposal of the awarded vendor.
31	Do you feel comfortable with us recruiting from the existing provider pool in the community?	Exhibit B, Scope of Work, Section B5 explains vendor requirements related to clinic staffing. Exhibit B, Scope of Work, Section B2.2, B2.3, and B2.4 explains clinic vendor requirements related to hiring and selection of necessary staff required to meet the desired level and scope of services.
32	What are your top three goals for your new health center?	MCHCP's top three goals are to provide access to quality, affordable health care in a cost-efficient setting; improve employee productivity by reducing time away from work; and decrease barriers to accessing care for employees.
33	What do you perceive to be your three biggest challenges currently when it comes to employee health?	MCHCP has high rates of diabetes, hypertension, heart disease, and other conditions related to obesity.
34	Will MCHCP please fill out the attached worksheet that requires additional information requests?	No. MCHCP will not be able to complete the attached worksheet for your company only. If the worksheet is completed, MCHCP will provide it to all bidders as an RFP document. Much of the information you are seeking through the worksheet request can be found in Exhibit B, Scope of Work; in the Announcement letter; in the Introduction and Instructions document; and other RFP documents provided when the RFP opened on August 20, 2013 through HighRoads.

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**Exhibit B - Scope of Work**

<b>Exhibit B - Scope of Work</b>	<b>Response</b>
1 Can you please clarify your desire to have parking passes generated via the scheduling system? What challenges do you envision participants facing, if any, relative to parking?	The clinic space is located in the Harry S Truman State Office Building. Parking spaces have been allocated by the lessor of the clinic space. They are dedicated parking spots for clinic visitors traveling from offices that are located outside the Capitol complex.  Parking space near the clinic space is very limited. Employees working in the building where the clinic is located may park more than a mile away from the building. The lessor dedicated parking spots must have a "clinic visit parking pass" properly displayed in the vehicle in order to ensure those dedicated spots are accessible to true clinic visitors and not taken by employees looking for a convenient spot to park for lunch or a quick meeting in the building, etc.
2 Can you please clarify and share your goals relative to establishment of "virtual waiting room capability".	The primary goal of a virtual waiting room is to allow employees to be at their work desk rather than in the clinic waiting room as they wait for their appointment and to be called into the exam room. MCHCP is looking for vendor solutions to be able to manage that type of environment.
3 Can you clarify your articulated desire to have health center staff members participate in "emergency first response for worksite injuries"?	While the on-site clinic scope of services does not include workers compensation services, return to work care, or full emergency care, the clinic could provide an initial evaluation and then refer the injured worker to the hospital emergency room for treatment as necessary.
4 Regarding Section B7.2 - Provide a web-based registration system whereby members may schedule an appointment. The web-based appointment system will send auto-reminders when appointment time is approaching so clinic participants may wait in place. Please describe the process for auto-reminders. Is this completed through outlook or a similar system?	MCHCP is not looking for email specific reminders as HIPAA privacy concerns would prohibit such an approach. MCHCP is seeking for the bidder' best practice information and scheduling tool applications. An example could be that the employee could be sent an email with a non-specific message that would tell them they have a message waiting. Then the member would sign onto the vendor's patient portal and have an alert for appointment reminders. This example is for illustrative purposes and is not intended to limit the bidder's creative response and best practice proposal.

**Introduction and Instructions**

<b>Introduction and Instructions</b>	<b>Response</b>
1 Your RFP document specifically mentions approximately 7,000 employees working in the "immediate area" of the capitol building. Can you please confirm your intent with regard to utilization of the health center by dependents? Retirees?	The clinic will provide services for active state employees who are eligible under MCHCP statutes, regulations and/or plan. Dependents of active state employees are not eligible for clinic services. Approximately 7,000 state employees work in the immediate area of the capitol building, with a total of 13,880 state employees working in the county of Cole, but not conveniently located to the on-site clinic space.
2 Your RFP contemplates a health center this is open Monday through Friday from 8am to 5pm. Into the future, do you envision and expansion of hours or days? Do you envision your new health center being operational on nights or weekends at some point?	For the purposes of this RFP, MCHCP is seeking to pilot an on-site employee health clinic. Future plans and possible expansion opportunities are defined in Exhibit B, Scope of Work, Section B6.2.

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3	The space allocation articulated in the RFP documents is 918 sq ft. Is this a definitive number? Is additional space available to accommodate alternate design suggestions and/or future expansion?	Exhibit B, Scope of Work, Section B4. provides detail on the lease requirements associated with this RFP. MCHCP is seeking to pilot an on-site clinic in the space located on the 4th floor of the Truman Building. The allocated space design has been provided with the RFP documents as Attachment 1. Alternate design suggestions will not be allowed for this RFP. Future plans and possible expansion opportunities are defined in Exhibit B, Scope of Work, Section B6.2.
4	The lease for the space (on the lease agreement) states the lease is for 6 months but the initial term contract is for one year with not-to-exceed maximum costs for 2015 and 2016. Please confirm the term of the lease.	An updated lease agreement document was provided to all bidders via HighRoads on 08/26/2013. Please see the new agreement for terms of the lease beyond the initial 6 month term.
5	What is the difference between the initial pricing (due 9/4) and the final pricing (due 9/6)?	Though not required, MCHCP is suggesting bidders complete the pricing worksheet earlier than the final due date of September 6 in order to ensure that all aspects of the worksheet are completed.
6	Are all components of the minimum requirement for on-line scheduling absolute and non-negotiable, specifically the parking management?	Yes.

### Cost Drivers

	Jan 2011 - Dec 2011	Jan 2012 - Dec 2012	% Change
Admits per 1000	78.79	76.20	(3.3%)
Days per 1000	314.81	287.85	(8.6%)
Avg Length of Stay	4.00	3.78	(5.4%)
ER Visits/1000	326.77	332.77	1.8%
OP Fac Visits/1000	1,846.81	1,968.48	6.6%
Office Visits/1000	6,545.65	6,725.99	2.8%
OP Lab Svcs/1000	7,271.33	7,986.98	9.8%
Days Supply PMPM Rx	33.04	34.41	4.2%
Scripts/1000 Rx	11,606.43	11,715.07	0.9%

### Top 20 Major Diagnostic Categories (by Net Pay)

MDC	Patients	Net Pay		Admits	
		Total (\$M)	PMPM	Total	Per 1000
Musculoskeletal	25,584	\$50.4	\$54.51	551	7.15
Circulatory	16,069	\$32.1	\$34.70	620	8.05
Digestive	12,852	\$24.6	\$26.59	542	7.04
Health Status	48,636	\$24.1	\$26.08	79	1.03
Ear, Nose, Mouth & Throat	30,460	\$15.2	\$16.48	59	0.77
Nervous	8,683	\$14.5	\$15.71	243	3.16
Respiratory	12,895	\$12.9	\$13.93	394	5.12
Skin, Breast	21,145	\$12.7	\$13.79	141	1.83
Myeloproliferative Diseases	1,227	\$10.6	\$11.43	36	0.47
Kidney	8,014	\$10.5	\$11.38	176	2.29
Metabolic	16,602	\$9.3	\$10.01	267	3.47
Pregnancy, Childbirth	1,543	\$9.0	\$9.77	938	12.18
Female Reproductive	7,651	\$8.2	\$8.90	141	1.83
Liver, Pancreas	1,648	\$7.2	\$7.84	166	2.16
Newborns	860	\$6.1	\$6.61	724	9.40
Mental	9,393	\$4.4	\$4.77	348	4.52
Infections	4,412	\$3.8	\$4.11	134	1.74
Injuries, Poisonings	4,490	\$3.8	\$4.10	87	1.13
Blood	2,739	\$3.7	\$3.99	82	1.06
Eye	9,746	\$3.3	\$3.59	8	0.10

# Overview of 2013 Medical Plans

MCHCP medical benefits are not available to employees of Missouri Department of Transportation, Missouri Department of Conservation or Missouri Highway Patrol.

## Additional Plans

- TRICARE Supplement Plan is available for eligible active state employees, retirees and terminated vested subscribers or survivors.
- Medicare Supplement Plan is available for Medicare retirees and their Medicare dependents.

## Comparison of Benefits

	PPO 300 Plan		PPO 600 Plan		High Deductible Health Plan (HDHP) with Health Savings Account (HSA)	
	Through UMR (all regions) or Coventry Health Care* (Southwest and South Central regions only)				Through UMR (all regions)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Plan Description</b>	You pay the deductible and coinsurance amounts until you reach the out-of-pocket maximum.	You pay higher deductible and coinsurance amounts until you reach the out-of-pocket maximum.	You pay the deductible and coinsurance amounts until you reach the out-of-pocket maximum.	You pay higher deductible and coinsurance amounts until you reach the out-of-pocket maximum.	You pay the deductible and coinsurance amounts until you reach the out-of-pocket maximum.	You pay higher deductible and coinsurance amounts until you reach the out-of-pocket maximum.
					Your HSA can be used to help pay medical and prescription expenses.	
<b>Deductible</b> <i>Individual</i> <i>Family</i>	\$300 \$600	\$600 \$1,200	\$600 \$1,200	\$1,200 \$2,400	\$1,250 \$2,500	\$2,500 \$5,000

<b>Out-of-Pocket Maximum</b> <i>Individual</i> <i>Family</i>	\$1,200 \$2,400	\$2,400 \$4,800	\$1,500 \$3,000	\$3,000 \$6,000	\$2,500 \$5,000	\$5,000 \$10,000
<b>Preventive Services</b>	100% coverage	30% coinsurance after deductible	100% coverage	30% coinsurance after deductible	100% coverage	40% coinsurance after deductible
<b>Office Visit</b>	Primary Care: \$25 copayment** Specialist: \$40 copayment** Chiropractor: \$20 copayment With Medicare: 10% coinsurance after deductible	30% coinsurance after deductible	10% coinsurance after deductible	30% coinsurance after deductible	20% coinsurance after deductible	40% coinsurance after deductible
<b>Urgent Care</b>	\$50 copayment** With Medicare: 10% coinsurance after deductible	\$50 copayment** With Medicare: 10% coinsurance after network deductible	10% coinsurance after deductible	10% coinsurance after network deductible	20% coinsurance after deductible	20% coinsurance after network deductible
<b>Emergency Room</b>	\$200 copayment*** With Medicare: 10% coinsurance	\$200 copayment*** With Medicare: 10% coinsurance after network deductible	10% coinsurance after deductible	10% coinsurance after network deductible	20% coinsurance after deductible	20% coinsurance after network deductible
<b>Hospital (Inpatient)</b>	10% coinsurance after deductible	30% coinsurance after deductible	10% coinsurance after deductible	30% coinsurance after deductible	20% coinsurance after deductible	40% coinsurance after deductible

<b>Lab and X-ray</b>	10% coinsurance after deductible	30% coinsurance after deductible	10% coinsurance after deductible	30% coinsurance after deductible	20% coinsurance after deductible	40% coinsurance after deductible
<b>Surgery</b>	10% coinsurance after deductible	30% coinsurance after deductible	10% coinsurance after deductible	30% coinsurance after deductible	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drugs</b>	<p>100% coverage for formulary birth control and tobacco cessation prescriptions. At network pharmacies, PPO Plan members pay a copayment. HDHP members pay the full price of prescriptions until the deductible is met, then pay coinsurance. At non-network pharmacies, you pay the full price of the prescription and file a claim. You are reimbursed the network discounted amount, less the applicable copayment or coinsurance. Find detailed coverage information in the <a href="#">Prescription Drug Benefit Chart</a>.</p>					

\* **Southwest Region Counties:** Barry, Barton, Cedar, Christian, Dade, Dallas, Greene, Hickory, Jasper, Laclede, Lawrence, McDonald, Newton, Polk, St. Clair, Stone, Taney, Vernon and Webster

**South Central Region Counties:** Douglas, Howell, Oregon, Ozark, Shannon, Texas and Wright

\*\* The PPO 300 Plan copayments differ from the copayments under the old Copay or HMO plans. The primary care, specialist, chiropractor and urgent care copayments cover the office visit only. You will be responsible for the cost of any lab, X-ray or other services associated with the visit, which apply to your deductible and out-of-pocket maximum.

\*\*\* The emergency room copayment covers all services associated with the visit. If you visit the ER and are admitted to the hospital, the copayment will be waived, and all services will apply to the deductible and out-of-pocket maximum.

EXHIBIT B  
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide employee health clinic services for state employees situated in Jefferson City, MO state office buildings primarily surrounding the Capitol complex in accordance with the provisions and requirements of this document. 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 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 is obligated to follow the performance standards as agreed to in Section 12 of the Health Clinic Questionnaire.

B2. SPECIFIC REQUIREMENTS – The contractor shall:

- B2.1 Provide an onsite employee health clinic for state employees working in and around the Capitol complex in Jefferson City, MO. The clinic will be located in the Truman State Office Building, located at 301 W. High St, Jefferson City, MO.
- B2.2 Be responsible for selection, hiring, and oversight of staff required to meet the desired level and scope of services.
- B2.3 Be responsible for proper hiring and selection of necessary subcontractors or vendors to execute medical services not provided by the contractor.
- B2.4 Be responsible for the day-to-day operations of the onsite clinic during the life of the contract. Contractor agrees that general hours of operation will be Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding State holidays.
- B2.5 Provide all medical supplies and equipment required for operation of the on-site clinic.
- B2.6 Provide access to CLIA waived lab and other routine diagnostic services.
- B2.7 Participate in planning of promotional and educational events with MCHCP. This includes coordinating events or information to address on-site health trends or topical health-related issues. The contractor shall work with MCHCP's wellness program to promote, market and assist in coordinating MCHCP's wellness initiatives including but not limited to MCHCP's worksite wellness program, "*Strive for Wellness*", such as health screenings, fitness challenges, weight management programs, prevention awareness activities, disease management activities, tobacco cessation services, etc.



- B2.8 Collaborate with MCHCP and MCHCP vendor partners to refer and promote case, health, and disease management services and participation.
- B2.9 Provide electronic medical record functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- B2.10 Maintain an electronic appointment system as part of its technology solution. The appointment system will log and report on cancelled appointments, changes to appointments and length of appointments. The system will also accommodate and track walk-in requests.
- B2.11 Provide a designated account manager to MCHCP.
- B2.12 Conduct clinic member satisfaction surveys annually and share those results with MCHCP.
- B2.13 Provide monthly, quarterly and annual reporting regarding utilization of the clinic.

### B3. INDEMNIFICATION AND INSURANCE

- B3.1 The contractor indemnifies, defends and holds MCHCP and the State of Missouri, its directors, officers, agents, and employees harmless against any and all claims, actions, or demands against MCHCP and the State of Missouri, its directors, officers, agents, and employees, and against any and all damages, liabilities, or expenses, including attorneys fees, arising out of negligent acts or omissions of Contractor under this Agreement.
- B3.2 Neither party shall be liable to the other for incidental, special, exemplary, punitive or consequential damages, including, but not limited to, loss of profits or revenue, interference with business operations, of loss of tenants, lenders, investors or buyer or the liability to use the property as a result of any failures under this agreement.
- B3.3 The contractor shall at its sole expense carry the following insurance policies acceptable to MCHCP as follows:
  - Medical Professional Liability Coverage with a minimum of \$5 million per occurrence and \$10 million aggregate;
  - Workers' Compensation – statutory;
  - Commercial General Liability Insurance (including Products, Contractual, and Advertising Liability) with minimum \$3 million per occurrence combined single limit of liability;
  - Pollution Legal Liability Insurance with minimum \$3 million combined single limit per occurrence covering the sudden or gradual discharge, release or escape of pollutants or hazardous materials;
  - Errors and Omissions with minimum of \$3 million per occurrence combined single limit of liability.
  - The vendor may include an umbrella/excess liability policy to meet the minimum limits.

Each policy shall be submitted to MCHCP and (except worker's Compensation) shall be in such form as to protect the contractor, MCHCP and the State of Missouri, its directors, officers, and the agents and employees of MCHCP and the State of Missouri from any claims or damages for personal injury, including death and damage to property

which may arise from acts of omissions of Seller under this Agreement. MCHCP and the State of Missouri shall be named as additional insureds. The insurance policies shall not limit the vendor's obligation to meet its indemnity obligations. Each insurer shall possess at least a Best's rating of A. The vendor shall provide MCHCP and the State of Missouri a certificate of insurance. The vendor's failure to maintain all coverage shall be considered a material breach.

#### B4. LEASE REQUIREMENTS

B4.1 The contractor shall lease space from the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the state agency), at the Harry S Truman State Office Building in accordance with the provisions and requirements stated herein and shall operate a health clinic in the leased space. The format of such lease is attached hereto as Attachment 2.

#### B5. CLINIC STAFFING

B5.1 Key Personnel – Contractor shall provide clinic staffing to perform the activities called for in this RFP including but not limited to:

B5.1.1 Collaborative Physician (MD) to provide collaborative support and supervision

B5.1.2 Advanced Practice Registered Nurse (APRN) to diagnose, treat and prescribe under the supervisory physician

B5.1.3 Registered Nurse (RN), Licensed Practical Nurse (LPN) or Physician Assistant (PA) who directs, initiates, and implements patient care plans and provides nursing care and on-site services

B5.1.4 Medical Assistant (MA) to provide basic administration, gather information from patients, and draw and collect blood samples

B5.1.5 Clerical staff to serve as receptionist and for general office work and assistance, etc.

B5.2 The contractor must assure that all tasks are conducted by the appropriate person (for example, all Central reviews must be conducted by a licensed APRN, RN, LPN, PA, MD, or DO).

B5.3 The contractor must provide staff qualified/licensed in the State of Missouri in the areas of the scope of work.

B5.4 Staff Replacement

B5.4.1 Bidders must propose a detailed approach to staff replacement to be used during the contract.

B5.4.2 Personnel whose names and resumes are submitted in the proposal shall not be removed from or replaced in this contract prior to informing MCHCP.

#### B6. CLINIC SERVICES

B6.1 Services and conditions to be treated shall include but not be limited to:

- Sore throats/ears/headache

- Strains/sprains/musculoskeletal problems
- Non-specific abdominal pain
- Non-specific chest pain
- Cough
- Sinus conditions
- Allergies/allergy injections
- Hormone injections
- Immunizations
- Biometric screenings
- Flu shots
- Rashes
- Acute urinary complaints
- Personal hygiene related problems
- Acute injuries/acute routine office procedures
- Emergency First-Response for worksite injuries
- Minor surgical procedures, such as sutures for laceration treatment
- Ordinary and routine care of the nature of a visit to the doctor's office
- Treatment and monitoring of diabetes and hypertension
- CLIA waived lab

B6.2 In future years, MCHCP is open to considering additional areas that would generate efficiencies and cost savings. Examples of such services may include but is not limited to worker's compensation services and pharmacy.

**B7. COMMUNICATIONS AND CUSTOMER SUPPORT – The contractor shall:**

B7.1 Provide a toll-free call center staffed by qualified professionals that allows members to schedule an appointment, communicate with clinical staff about labs results, follow up, ask simple medical questions, etc. Any use of automated phone trees must be brief. The call center must:

B7.1.1 Be a dedicated toll-free call center phone number and customized greeting for MCHCP.

B7.1.2 Have translation services available for Spanish and other languages. Translation service should be available immediately and not require an additional phone call by the member.

B7.1.3 Equip staff with other MCHCP phone numbers and information to refer members to proper resources such as MCHCP's medical plans, lifestyle coaching program, disease management programs and employee assistance program when appropriate.

B7.1.4 Equip staff with other MCHCP vendor phone numbers to refer members for additional benefits, etc.

B7.1.5 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.

B7.1.6 Provide toll-free call center hours as negotiated during implementation but at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. CT.

B7.1.7 Provide a dedicated voice mailbox for participants; messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.

B7.2 Provide a web-based registration system whereby members may schedule an appointment. The web-based appointment system will send auto-reminders when appointment time is approaching so clinic participants may wait in place.

B7.3 Provide an appointment system that includes the capability to print parking passes for a specified amount of time before and after an appointment time that may be placed in clinic visitor's windshield for the length of the appointment.

B7.4 Develop and circulate communication materials to employees about the employee health clinic. Communications will be prepared in collaboration with MCHCP and must be reviewed and approved by MCHCP prior to distribution.

B7.5 Provide a web portal that is customizable with MCHCP's specifications, be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience.

B7.5.1 The contractor's web portal must be fully accessible to all members, including hearing- and visually-impaired members. This includes providing real-time closed captioning or transcripts available immediately, for any videos, webinars, or webcast events included on the website.

## B8. ELIGIBILITY

B8.1 The contractor shall agree that eligible participants shall be as defined by MCHCP and that services will only be provided to those who are eligible under MCHCP statutes, regulations and/or plans.

B8.2 The contractor must be able to accept MCHCP eligibility information on a regular basis. The contractor must provide a technical contact that will provide support to MCHCP's Information Technology department for EDI issues. MCHCP will negotiate the layout and file transmission method following vendor selection; however, MCHCP retains final approval on the contents of the file and transmission method.

## B9. IMPLEMENTATION AND ACCOUNT MANAGEMENT

B9.1 The final implementation schedule must be agreed to by MCHCP within 20 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Hiring medical personnel
- Ordering equipment and supplies
- Equipment delivery and set-up
- Training key staff
- Testing of eligibility file

- Development of communication materials
  - Printing of communications
  - Testing of data transmission to Truven Health Analytics
- B9.2 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 or programs that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can affectively impact the account.
- B9.3 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 clinical services manager, 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 Chief Wellness Officer, and other staff designated by MCHCP. The account management team must:
- B9.3.1 Be able to devote the time needed to the account, including being available for frequent telephone and occasional on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.
- B9.3.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.
- B9.3.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.
- B9.3.4 Cut through bureaucracy within the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.
- B9.4 MCHCP requires the contractor to assign a Contract Administrator who will be the primary point of contact for contractor's performance under the contract and who has the authority to make decisions that are binding on the contractor. Vendor issues, scope of work issues, and other corporate matters may be referred to a higher level of authority than the Contract Administrator if the contractor so chooses.
- B9.4.1 Preferred minimum qualifications for the Contract Administrator assigned to the MCHCP account include:
- At least three years of demonstrated effective supervisory experience with a healthcare related operation or system;
  - At least three years of supervisory experience; and
  - Bachelor's degree from an accredited college or university.
- B9.5 The contractor shall agree that MCHCP reserves the right to review and approve all written communications developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. 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.).

## B10. REPORTING

B10.1 The contractor shall agree to:

B10.1.1 Provide encounter data to MCHCP and/or MCHCP's decision support system vendor (currently Truven Health Analytics) in the detail and format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B10.1.2 Provide data in an electronic format and within a timeframe specified by MCHCP;

B10.1.3 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

MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive the data from the contractor and store the data on MCHCP's behalf. 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 pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.

B10.2 The contractor shall provide, no later than the last day of the month immediately following the end of each quarter of the calendar year, a written report with respect to the provision of medical services by the staff of the on-site clinic. The written report will be in a form reasonably satisfactory to both MCHCP and the contractor. It is contemplated that the written report will include: (a) the number of employees treated during the immediately preceding calendar quarter, (b) the number of employees for whom work-related treatments were provided, (c) the types of services administered, and (d) other utilization reports upon request of MCHCP.

B10.3 The contractor shall provide return on investment (ROI) reporting on an annual basis no later than 120 days following the end of the calendar year. The methodology used for calculating ROI must be acceptable to MCHCP.

B10.4 The contractor shall submit standard reports to MCHCP on a monthly, quarterly, and annual basis. A copy of the bidder's proposed reporting package must be included with the response to the RFP. MCHCP and the contractor will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.

B10.5 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with the contractor.

B10.6 Outcomes Measurement and Reporting –The contractor shall:

- B10.6.1 Document and report participant satisfaction with the program annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.
- B10.6.2 Make standard and/or ad hoc reports available to support the performance standards outlined in Section 12 of the Health Clinic Questionnaire.
- B10.6.3 Meet the performance standards as agreed to in the performance guarantees exhibit.
- B10.6.4 Agree to put a portion of the fees at risk for the performance standards outlined in Section 12 of the Health Clinic Questionnaire.
- B10.6.5 Utilize the HighRoads Vendor Manager product or other product designated by MCHCP that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

#### B11. INVOICING AND PAYMENT

- B11.1 The contractor shall agree to provide MCHCP with an invoice in an encrypted electronic, format no more frequently than once per month. The invoice shall include the monthly management fee, salary fees and operational costs of the clinic location and reflect any monies received from clinic patients as a reduction to operational costs.
- B11.2 The monthly management fee shall be a fixed cost and shall consist of an administrative fee, clinic management fee, profit, communication/marketing costs, staff training, salary costs, licensing and renewal fees, uniform allowance, profit, clinic lease fees, and professional liability/malpractice insurance.
- B11.3 The monthly operational costs shall include medical supplies and equipment, office supplies, information system hardware/software, utilities, housekeeping and janitorial supplies, and other items that may be required by the contractor to provide adequate medical services. The invoiced amount of such medical supplies and other items shall be the contractor's actual cost of such items, supplies and expenses. Contractor shall provide documentation supporting its operational costs.
- B11.4 The contractor shall provide a detailed billing by the 3<sup>rd</sup> business day following the month of service. Payment will be initiated via Automated Clearing House (ACH) to the contractor on the 10<sup>th</sup> of the month following the month of service. Contractor will securely provide bank account and bank routing information to MCHCP's Chief Fiscal Officer (CFO) for the purpose of electronic payment.

- B12. MCHCP SERVICES – MCHCP will provide the following services to assist the contractor:
- B12.1 Facilitate communication between contractor and decision support system vendor, currently Truven Health Analytics
  - B12.2 Assist in notification/education of participants regarding the program
  - B12.3 Payment of monies due the contractor